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

## CITY COMMISSION AGENDA

Regular Meeting - Monday, July 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 -** Reverend Yves Geffrard, Notre Dame Catholic Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of the Meeting Minutes for the July 2, 2018 Regular Meeting.

6. **PROCLAMATIONS**

   a. Proclamation recognizing Treasure Coast Waterway Cleanup Week

   b. Proclamation recognizing Farmers Market Week

7. **LETTERS TO COMMISSION**

   a. Email from Martha Wright thanking Joe Sweat, Marketing Specialist, Mike Reals, Public Works Director and Nick Mimms, City Manager for the interesting and informative presentation at the Hibiscus Park Neighborhood Association meeting on June 19, 208.

   b. Letter from Sherry Strong commending Mike Reals, Public Works Director and Derrick Johnson, Deputy Public Works Director for the demonstration of their devotion to the City of Fort Pierce and its citizens at the recent Restoring the Village initiative.

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. Preventing Crime in the Black Community Youth Attendees Presentation to the City Commission

11. **CONSENT AGENDA**

a. Request approval of a $2,106,100.00 construction contract issued to Brothers' Construction, Inc. as required for emergency restoration of the Virginia Avenue Outfall Canal located between Heathcote Boulevard and Indian Hills Recreation Area.

12. **PUBLIC HEARINGS**

a. Presentation and Public Hearing of the 2018-2019 Community Development Block Grant (CDBG) Action Plan

b. Legislative Hearing - Ordinance 18-022 annexing property located at 2850 S Jenkins Road. SECOND READING

c. (Please continue to August 6, 2018 at the request of the applicant)
Legislative Hearing - Ordinance 18-023 - Affirming the Prior Approval for the Planned Development for Mayfair at Lawnwood – 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3 FIRST READING (originally continued from July 2, 2018 Meeting)

d. Legislative Hearing - Ordinance 18-024, Amending Chapter 22 to add Amusement Arcade as an eligible Conditional Use under the C-3, General Commercial zoning district. SECOND READING

e. Quasi-Judicial Hearing - Application for Development Review of a Conceptual Site Plan submitted by property owner, OCD Kids, Inc. and Applicant Michael Jacquin, President of Paul Jacquin & Sons, to construct a 2,796 sq. ft. building addition to an existing Pre-School at 2706 Sunrise Boulevard, Fort Pierce, FL.The property is zoned Single-Family Intermediate Density Zone (R-2). Parcel ID: 2421-513-0014-000-5. (Continued from July 2, 2018 meeting)

f. Quasi-Judicial Hearing - Review and approval of an application for waiver of distance submitted by Kris Einstein, and property owner Crownman FL, LLC to obtain a 4COP – Beer, Wine, & Liquor License to offer sale of alcohol for on premise consumption at a bed and breakfast, located at 515 S. Indian River Drive, Fort Pierce, Florida, subject to conditions. The property is zoned C-1, Office Commercial Zone (Parcel ID 2410-810-0001-000-9).

13. **CITY COMMISSION**

a. Submittal of application for the Planning Board

b. Resolution 18-R34 Establishing Polling Places for the Primary Election to be held on AUgust 28, 2018.

c. Resolution 18-R35 Honoring 50 Years of Municipal Home Rule

d. Resolution 18-R36 Correcting a scriveners error in Resolution 17-R38 adopting rules of procedure for condemnation and demolition of structures.

e. Review and Consideration of modification of eligibility requirements for the Police Community Advisory Committee at the request of Commissioner Perona.

f. Reconsider the approval of the technical specifications in preparation of the issuance of an RFP for the operation of Little Jim Bait and Tackle.

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:** 07/16/2018

**Re:** Meeting Minutes 07.02.2018

**Submitted For:** Linda Cox, City Clerk, City Clerk

**SUBJECT:**

Approval of the Meeting Minutes for the July 2, 2018 Regular Meeting.

**SUMMARY:**

**RECOMMENDATION:**

**ALTERNATIVES:**

**RESPONSIBLE STAFF:**

**COORDINATED WITH:**

## Attachments

Mtg Mins 07.02.2018

## Form Review

Form Started By: Noemi Rios Started On: 07/11/2018 11:53 AM

Final Approval Date: 07/11/2018

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 MONDAY, **JULY 2, 2018.**

**1. CALL TO ORDER**

**2. OPENING PRAYER** - Reverend John Quarterman, Triumph the Kingdom of God in Christ

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

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

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

**5. APPROVAL OF MINUTES**

a. Approval of the minutes from the June 18, 2018 Regular Meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 5 a.

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

Passed

6. **PROCLAMATIONS**

a. Proclamation recognizing Charles C. Hayling Jr.

7. **LETTERS TO COMMISSION**

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

Mario Wilcox spoke on item 13 b.

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

Mr. Nicholas Mimms pulled item 12 g due to incomplete administrative action and follow-up needed from staff prior to presenting before the City Commission.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to postpone item 12 g and approve agenda as amended.

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

Passed

**10. MISCELLANEOUS REPORTS**

**11. CONSENT AGENDA**

a. Approve emergency repair of parking garage in an amount not to exceed $151,450.00 by Finfrock Construction, Inc.

b. Approve Property Owner Agreement for mural to be placed at 728 Avenue D.

c. Request approval of Johnson-Davis, Inc. Change Order No. 1 in the amount of $43,234.51 for the Avalon Avenue Drainage Improvement project.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve items 11 a, 11 b and 11 c.

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

Passed

## 12. PUBLIC HEARINGS

a. **(PLEASE CONTINUE TO JULY 16, 2018 AT THE REQUEST OF THE APPLICANT'S REPRESENTATIVE)** Quasi-Judicial Hearing - Application for Development Review of a Conceptual Site Plan submitted by property owner, OCD Kids, Inc. and Applicant Michael Jacquin, President of Paul Jacquin & Sons, to construct a 2,796 sq. ft. building addition to an existing Pre-School at 2706 Sunrise Boulevard, Fort Pierce, FL.The property is zoned Single-Family Intermediate Density Zone (R-2). Parcel ID: 2421-513-0014-000-5.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to postpone to July 16, 2018 meeting per the request of the applicant's representative.

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

Passed

b. Legislative Hearing - Ordinance 18-022 annexing property located at 2850 S Jenkins Road. FIRST READING

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

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE 2850 S. JENKINS ROAD IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2018; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Vennis Gilmore, Planning Analyst, presented this voluntary annexation which would bring property into city limits and convert this property from current County FLU: RM, Residential Medium, to the City's designation of FLU: GC, General Commercial. The Planning Board voted 6-1 to recommend approval of the request as presented. The annexation meets the standards of the City Code and Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed voluntary annexation along with the zoning and future land use designations.

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve item 12 b.

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

Passed

c. (PLEASE CONTINUE TO THE JULY 16, 2018 MEETING AT THE REQUEST OF THE APPLICANT) Legislative Hearing - Ordinance 18-023 - Affirming the Prior Approval for the Planned Development for Mayfair at Lawnwood – 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3 FIRST READING

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to postpone to July 16, 2018 meeting per the request of the applicant's representative.

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

Passed

d. Legislative Hearing - Ordinance 18-024, Amending Chapter 22 to add Amusement Arcade as an eligible Conditional Use under the C-3, General Commercial zoning district. FIRST 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 CH .22, ART. III, §22-22(e), TO ADD AMUSEMENT ARCADE AS AN ELIGIBLE CONDITIONAL USE UNDER THE C-3, GENERAL COMMERCIAL ZONING DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Brandon Creagan, Planning Analyst, stated the City Planning Department is requesting an amendment to Chapter 22-22, Allowed Uses, to fulfill the intent of Ordinance L-217 identifying Amusement Arcade as a Conditional Use in the C3, General Commercial zoning district. The Use Table along with Section 22-22, Allowed Uses was created with the adoption of Ordinance L-295. During the creation of the Use Table, the Amusement Arcade was omitted from the table. This amendment seeks to correct this error by adding the Amusement Arcade to the Use Table. Staff recommends that the City Commission approve Ordinance 18-024 for the proposed Amendment to Section 22-22, Allowed Uses, to classify Amusement Arcade as a Conditional Use in the C-3, General Commercial zoning district.

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 d.

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

Passed

e. Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owners, Wilbur & Karen Cox and Applicant Coldwell Banker Paradise, to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of one (1) month at 502 S. Compass Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2507-714-0018-000-3.

Before commencing this Quasi-Judicial Hearing, James Messer, City Attorney, reminded the Commission when acting as a Quasi-Judicial Body they apply the laws and policies established and are held to stricter procedural requirements, following basic standards established and are held to stricter procedural requirements, following basic standards of notice and due process based on substantial evidence. As such, they conduct these proceedings as judges instead of legislators.

Mayor Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications; no one had.

City Clerk, Linda Cox, was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Vennis Gilmore, Planning Analyst, indicated this is a conditional use application with no new construction for a property located within the Ocean Village community. All affected City Departments have reviewed the proposed Conditional Use and have provided approval with conditions based on compliance with requirements of the City Code. Staff recommends that the City Commission approve the request with the following conditions:
1) The maximum occupancy ensures 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 2 vehicles.

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 Rufus Alexander to approve item 12 e.

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

Passed

f. Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owner, St. Nicholas Greek Orthodox Church, Inc. and Applicant Nicholas Gieseler, Attorney at Law, to establish a Private School at 2525 S 25th Street, Fort Pierce, FL.The property is zoned Medium Density Residential Zone (R-4), Parcel ID: 2420-141-0002-000-4.

James Messer, City Attorney, indicated the applicant was present when he went over the Quasi-Judicial Hearing procedures earlier, thereby, there was no need to repeat it.

Mayor Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications; no one had.

City Clerk, Linda Cox, was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Vennis Gilmore, Planning Analyst, indicated the church is looking to establish a private school with a 50-person capacity which would be open Monday through Friday from 8 a.m. to 4 p.m., grades 2 through 9. Food will be catered. All affected City Departments have reviewed the proposed Conditional Use and have provided approval with conditions based on compliance with requirements of the City Code. Staff recommends that the City Commission approve the request with the following conditions:
1) Comply with City Code Section 22-60. Off-street Parking and Loading (c) Design Standards, d) Commercial Uses & (j) Lighting. Please provide the lighting plan with a minimum average of two (2) footcandles.
2) Per City Code Sec. 22-62. - Sidewalks. (b)Applicability - Please install a sidewalk along the Stanton Avenue corridor or submit payment in lie off to St. Lucie County. Please install sidewalk linkages that connect to the sidewalks and between buildings.
3) Per City Code Sec. 22-60. Required off-street parking spaces for the handicapped shall be located near the front entrance of the main building for the use or if the use has no buildings, as close as practical to the center of the area where the principal activity associated with the use takes place.

Mayor Hudson opened the Public Hearing.
Nicholas Gieseler confirmed to being sworn in. He indicated the use of the space now is used as a Sunday school for the kids that attend church and so the use will be functionally the same.
Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve item 12 f with staff conditions.

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

Passed

g. **(POSTPONED TO JULY 16, 2018 AT THE REQUEST OF CITY STAFF)** Quasi-Judicial Hearing and Resolution 18-R33- A hearing to allow the owners and/or parties of interest in the property identified as 204 N 17th Street to show cause why the structure located on the premises should not be condemned and demolished.

**13. CITY COMMISSION**

a. The City Commission directed the Retirement Board to obtain an actuarial impact statement on the financial impact of amending the vesting period from 10 years to either 8 years or 5 years for employees hired after October 1, 2012.

Keith Stephens, the Retirement Board's Vice Chair, provided an Impact Statement for the City Commission at their request. Mr. Stephens indicated there had been potential employees which had declined to take a job and some staff members that are part of the board have experienced issues recruiting because of the 10-year vesting period as well. The Retirement Board is recommending the vesting period be changed from 10-years to 5-years.

Commissioner Perona stated his only concern was the City investing in individuals that soon after would quit their job because they were already vested. However, he also believed that you spend thousands of dollars more training an employee to then lose them because the vesting period is too long. Mayor Hudson indicated that when the retirement plan was changed in 2013, many of the changes were State mandated. She went on to detail other vesting programs she'd researched and she does believe that it should be minimized from 10 years, however, she does also believe this falls under the benefit plan and we have a great benefit plan. She prefers this be considered during the budget discussion instead of as a single item.

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

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

NAY: Mayor Linda Hudson

Passed

b. Resolution 18-R32 Establishing the Police Department Advisory Committee

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 CREATING THE POLICE COMMUNITY ADVISORY COMMITTEE; ESTABLISHING ITS MISSION; PRESCRIBING the SCOPE OF THE COMMITTEE ; ESTABLISHING DUTIES AND RESPONSIBILITIES OF SELECTED MEMBERS; ESTABLISHING THE COMPOSITION, NUMBER AND QUALIFICATIONS OF MEMBERS; ESTABLISHING PROCEDURES FOR THE APPOINTMENT OF MEMBERS; ESTABLISHING ORGANIZATIONAL STRUCTURE MEETINGS AND TERMS LIMITS; ESTABLISHING PROCEDURES FOR REMOVAL FROM OFFICE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Diane Hobley-Burney, Chief of Police, indicated the mission statement had been changed based on the comments received from the City Commission and now read:
The Mission of the Police Community Advisory Committee (Committee) shall be to reduce crime and enrich the quality of life for the citizens of the City of Fort Pierce, through a collaborative partnership. Its main purpose is to facilitate interaction, build trust and mutual respect and improve understanding between Citizens and their Police Department.

Chief Hobley-Burney stated this mission statement serves to act as a liaison between the community and the Police Department addressing public safety and related issues of our neighborhoods. The Community Advisory Committee foundation and planning document was based on the research of the Department of Justice Technical Assistance Program. Specifically, the Committee listens to the concerns of the citizens and helps further the goals of the Police Department by improving understanding between citizens and the Police Department. Committee members will complete the Fort Pierce Police Department's Citizen's Academy together as a group to familiarize all members with the operation of City Government, the Police Department, and the rules and operating procedures of the Committee. Training shall also include a minimum of two, 4-hour ride-alongs with an Officer of the Fort Pierce Police Department. Regarding the confidentiality agreement, there was never any mention or language in the development, drafts, or resolution that suggested Committee members who violated the confidentiality agreement could be prosecuted or

sanctioned. They City Attorney wrote an opinion stating that it should not be necessary for the Committee members to be exposed to any confidential matters during the course of their duties. Additionally, it was suggested that meetings should be held in the Sunshine.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to accept this document with the modification of section 5-6 stating community members should be permanent residents of the City of Fort Pierce.

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

Passed

**14. COMMENTS FROM THE PUBLIC**

Henry Duhart
Betty Bradwell
Lashonda Henderson

**15. COMMENTS FROM THE CITY MANAGER**

a. City Manager's Report

Nicholas Mimms, City Manager, stated the Sunrise Theatre Community Input Meeting was one of the most successful ones we've had. We received constructive criticism and many ideas. Additionally, upon opening the survey again, we've received approximately 1,300-1,400 more providing feedback. The Praise in the Park event was successful. The downtown restroom facility is complete. Indian Hills Golf Course Junior Camp is about to start. Sunrise Theatre and The Missoula Children's Theatre will be presenting Snow White & the Seven Dwarfs on Friday, July 13, 2018 at 6 pm. We currently have the basketball and football camps, as well as cheer at the PAL Center. On July 6, 2018 there will be a Khalil Mack Field Dedication and Family Movie. The Black Panther movie will show on the filed immediately after.

James Messer, City Attorney, had no comments.

**16. COMMENTS FROM THE COMMISSION**

Commissioner Alexander has seen Avenue D blossoming, but inquired about the roadwork to be done. City Engineer, Jack Andrews, indicated everything has been ordered and work will commence in approximately 30 days. He would like to see the City hire children to work as similar to World Changers.

Commissioner Perona was very happy to see so many people come out to the Sunrise Theatre Community Input Meeting and he wants to make sure that there is funding going forward and would like to discuss this during a workshop. He indicated the community came up with many ideas that can be implemented. He was amazed with the Braford Restaurant downtown and thought it was another benefit and asset to our beautiful city.

Commissioner Sessions said the Braford Restaurant gave the city a touch of class. Regarding the Sunrise Theatre, he sees the interest of the citizens for this theater, but drastic changes need to be made in order to help the theater to continue. He hopes that our staff can stay on top of Resolution #17-R38. He doesn't believe the Police Advisory Board is exactly what we need, but something is better than nothing.

Commissioner Johnson also commended the citizens that came to give their thoughts and suggestions at the Sunrise Theatre Community Input Meeting. A couple of weeks ago there was a Main Street Board Retreat and there are new ideas and ventures they are working on to take effect downtown. The Stars Over St. Lucie event will take place in celebration for the 4th of July. He addressed the Greenways and Trails program that can be used for connectivity from Key West all the way to Maine and may be used on Second Street.

Mayor Hudson echoed the sentiments of her fellow Commissioners regarding the Sunrise Theatre Community Input Meeting. She received emails from citizens afterward providing more in-depth information and ideas to help the Sunrise succeed. Mayor Hudson thanked staff for all their efforts and the extra work they are doing after hours for the recreation center.

**17. ADJOURNMENT**

The meeting adjourned at 8:08 p.m.

ATTEST:

| | |
|---|---|
| _____ | _____ |
| CITY CLERK | MAYOR COMMISSIONER |

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

**Meeting Date:** 07/16/2018

**Re:** Treasure Coast Waterway Cleanup Week

**Submitted For:** Linda Cox, City Clerk, City Clerk

**SUBJECT:**

Proclamation recognizing Treasure Coast Waterway Cleanup Week

**Attachments**

Treasure Coast Waterway Cleanup

Treasure Coast Waterway Cleanup

**Form Review**

Form Started By: Miriam Garcia Started On: 07/10/2018 09:50 AM

Final Approval Date: 07/10/2018

**WHEREAS,** on Saturday July 28, 2018, the Marine Industries Association of the Treasure Coast in conjunction with the Florida Inland Navigation District will conduct the 11th Annual Treasure Coast Waterway Cleanup, and

**WHEREAS,** this event will attract approximately 1000 volunteers who will participate in cleaning up the waterways of Indian River, Martin and St. Lucie Counties, and

**WHEREAS,** twenty designated sites throughout the three counties will serve as disposal sites for the volunteers to work out of and;

**WHEREAS,** numerous waterfront homeowners' associations have been recruited to clean up their own waterfronts, and

**WHEREAS,** in 2017 over 6 tons of trash was collected from approximately 125 miles of waterways with an expectation of a significantly large amount to be collected this year with an increased volunteer effort.

**NOW, THEREFORE,** I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim July 28, 2018 as

## *Treasure Coast Waterway Cleanup Day*

in the City of Fort Pierce and encourage citizens to use this occasion to foster appreciation for the Treasure Coast Waterways and assist in the cleanup efforts.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 16th day of June, 2018.

_____

**MAYOR/ COMMISSIONER**

**WHEREAS,** on Saturday July 28, 2018, the Marine Industries Association of the Treasure Coast in conjunction with the Florida Inland Navigation District will conduct the 11th Annual Treasure Coast Waterway Cleanup, and

**WHEREAS,** this event will attract approximately 1000 volunteers who will participate in cleaning up the waterways of Indian River, Martin and St. Lucie Counties, and

**WHEREAS,** twenty designated sites throughout the three counties will serve as disposal sites for the volunteers to work out of and;

**WHEREAS,** numerous waterfront homeowners' associations have been recruited to clean up their own waterfronts, and

**WHEREAS,** in 2017 over 6 tons of trash was collected from approximately 125 miles of waterways with an expectation of a significantly large amount to be collected this year with an increased volunteer effort.

**NOW, THEREFORE,** I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim July 28, 2018 as

## *Treasure Coast Waterway Cleanup Day*

in the City of Fort Pierce and encourage citizens to use this occasion to foster appreciation for the Treasure Coast Waterways and assist in the cleanup efforts.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 16th day of June, 2018.

_____

**MAYOR/ COMMISSIONER**

**City Commission Regular Meeting** **6.b.**

**Meeting Date:** 07/16/2018

**Re:** Farmers Market Week

**Submitted For:** Linda Cox, City Clerk, City Clerk

**SUBJECT:**

Proclamation recognizing Farmers Market Week

## Attachments

Farmers Market Week

## Form Review

Form Started By: Miriam Garcia Started On: 07/11/2018 11:18 AM

Final Approval Date: 07/11/2018

**WHEREAS,** farmers and ranchers provide access to healthful, locally, and regionally produced foods through farmers markets, are expanding and evolving to accommodate the demand for diverse agricultural products, and

**WHEREAS,** farmers markets and other agricultural direct marketing outlets provide distribution of farm and value-added products, thereby contributing approximately $9 billion each year to the U.S. economy, and

**WHEREAS,** farmers markets serve as significant outlets by which small-to-medium, new and beginning, and veteran agricultural producers market agricultural products, generating revenue that supports the sustainability of family farms and the revitalization of rural communities nationwide, and;

**WHEREAS,** the Downtown Farmers Market of Fort Pierce encourages the next generation of farmers and ranchers, generates farm income; stimulates local agriculture, business development and job creation and builds community connections through rural and urban linkages; and

**WHEREAS,** the Downtown Farmers Market of Fort Pierce is a Saturday morning tradition attracting thousands of patrons to historic Downtown Fort Pierce for 21 years, and has consistently been ranked in the top three markets in the State of Florida; and

**WHEREAS,** the Downtown Farmers Market of Fort Pierce encourages the arts, culture and philanthropy in Fort Pierce by offering musical entertainment, historic ceremonies and showcasing non-profits, such as the Empty Bowls project.

**NOW, THEREFORE**, to further awareness of farmers markets' contributions to the City of Fort Pierce life, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida do hereby proclaim the week of August 5-11, 2018, as

## *Farmers Market Week*

in conjunction with the observance of National Farmers Market Week. I call upon the City of Fort Pierce citizens to celebrate farmers markets with appropriate observance and activities.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 16th day of July, 2018.

_____

**MAYOR/ COMMISSIONER**

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

**Meeting Date:** 07/16/2018

**Re:** Email from Martha Wright

**Submitted For:** Nick Mimms, City Manager, City Manager

**SUBJECT:**

Email from Martha Wright thanking Joe Sweat, Marketing Specialist, Mike Reals, Public Works Director and Nick Mimms, City Manager for the interesting and informative presentation at the Hibiscus Park Neighborhood Association meeting on June 19, 208.

## Attachments

Email from Martha Wright

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 07/06/2018 01:34 PM |
| City Manager | Nick Mimms | 07/06/2018 01:34 PM |

Form Started By: Jennifer Robinson Started On: 07/05/2018 09:04 AM

Final Approval Date: 07/06/2018



To: Jennifer D Robinson/cfp@cfp
Cc:
Bcc:
Subject: Fw: Thanks for your presentation
From: Nicholas Mimms/cfp - Tuesday 06/26/2018 08:01 AM

To: <nmimms@city-ftpierce.com>, <mreals@city-ftpierce.com>, < sweat@city-ftpierce.com>
From: "Martha Wright" <mar.wright@att.net>
Date: 06/25/2018 06:37PM
Subject: Thanks for your presentation

Nick, Mike and Joe:

I'm sending this note to thank you for your interesting and informative presentation on Tuesday, June 19 at the Hibiscus Park Neighborhood Association Meeting. Several of our regular attendee were absent and I wish that they had been there to hear you.

The news that we would be having so many streets paved or resurfaced was beyond exciting! That is going to be so important for our neighborhood. The improved appearance plus the ease of driving will be fantastic. It will encourage residents to take particular care of their property and street. We are all appreciative of this wonderful enhancement to our neighborhood.

Thanks to each of you for your great service.

Sincerely,

Martha Wright

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

**Meeting Date:** 07/16/2018

**Re:** Letter from Sherry Strong

**Submitted For:** Nick Mimms, City Manager, City Manager

**SUBJECT:**

Letter from Sherry Strong commending Mike Reals, Public Works Director and Derrick Johnson, Deputy Public Works Director for the demonstration of their devotion to the City of Fort Pierce and its citizens at the recent Restoring the Village initiative.

## Attachments

Letter from Sherry Strong

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 07/06/2018 01:34 PM |
| City Manager | Nick Mimms | 07/06/2018 01:34 PM |

Form Started By: Jennifer Robinson Started On: 07/05/2018 09:14 AM

Final Approval Date: 07/06/2018

RECEIVED
JUN 15 2018
MAYOR'S OFFICE

Sherry Strong
1100 Treasure Cay Dr
Fort Pierce, FL 34947
954-947-9377

Mayor Hudson
City of Fort Pierce
100 US 1
Fort Pierce, FL 34950

June 12,2018

Re: Restoring the Village Initiative

Mayor Hudson,
I had the opportunity to take part in Rep. Larry Lee's "Restoring the Villge" initiative, it was my first time participating and found it to be most impressive in terms of 'giving back to the community'. In attending the weekly meetings (in preparation), it was wonderful to see so many groups and organizations involvement, in particular, our Police department and Public Works. I must state when I saw the director of Public Works in attendance,
Mr. Mike Reals, I wasn't surprised. Since meeting him during the 'Citizen's Academy' and sharing a number of my concerns regarding the community, it seems his name was mentioned in a number of circles where he was highly spoken. This lead me to conclude his involvement in the city is obvious!

The initiative in itself was a wonderful demonstration of the residents of Ft. Pierce, and those of surrounding cities, coming together to ensure all endeavors were a success. Although there were multiple groups and organizations participating in the event, I was most impressed with the presence of the Public Works Department. I had the opportunity to converse with both Mr. Mike Reals and Mr. Derrick Johnson in the midst of the initiative, and was pleased to find they both demonstrated a devotion to the City of Fort Pierce and its citizens. It was really a pleasure to get up-close and personal with Commissioner's, police officers, county workers and my neighbors. I look forward to taking part next year!

Sincerely,

Sherry Strong

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

**Meeting Date:** 07/16/2018

**Re:** Preventing Crime

**Submitted For:** Linda Cox, City Clerk, City Clerk

---

**SUBJECT:**

Preventing Crime in the Black Community Youth Attendees Presentation to the City Commission

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## Form Review

Form Started By: Linda Cox Started On: 07/05/2018 04:30 PM

Final Approval Date: 07/05/2018

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

**Meeting Date:** 07/16/2018

**Re:** Approval of Brothers' Construction, Inc. Change Order No. 2 - $2,106,100 - Ref. Bid No. 2018-014

**Submitted For:** John Andrews, City Engineer, Engineering

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**SUBJECT:**

Request approval of a $2,106,100.00 construction contract issued to Brothers' Construction, Inc. as required for emergency restoration of the Virginia Avenue Outfall Canal located between Heathcote Boulevard and Indian Hills Recreation Area.

**SUMMARY:**

Hurricane Irma caused canal damage to approximately 1,900 LF of the Virginia Avenue Outfall Canal located on the north side of Savannah Road. This canal will be armored utilizing rip-rap construction along the banks and the bottom of the canal as identified on the attached detail sheet. City staff requested financial assistance through the USDA Natural Resources Conservation Services (NRCS) Emergency Watershed Protection program and was subsequently awarded funding totaling $3,296,283.00 (75% of the estimated construction costs & 10% for engineering fees). This project is the first of two projects funded under the previously approved NRCS Contract NR184209XXXXC002 as approved by the City Commission on June 4, 2018.

**RECOMMENDATION:**

Staff recommends approval

**ALTERNATIVES:**

Forgo the stabilization work and forfeit the grant money

**RESPONSIBLE STAFF:**

Engineering

**COORDINATED WITH:**

Public Works
USDA NRCS

---

**Fiscal Impact**

| | |
|---|---|
| **Budgeted Y/N:** | N/A |
| **Fiscal Year:** | N/A |
| **Account:** | 403-4300-538-3490 |
| **Amount:** | $2,106,100.00 |

**FISCAL IMPACT:**

The initial cost shall be encumbered from SMU Revenue Account 403-4300-538-3490 with NRCS grant reimbursement in the amount of $1,597,575.00 to follow

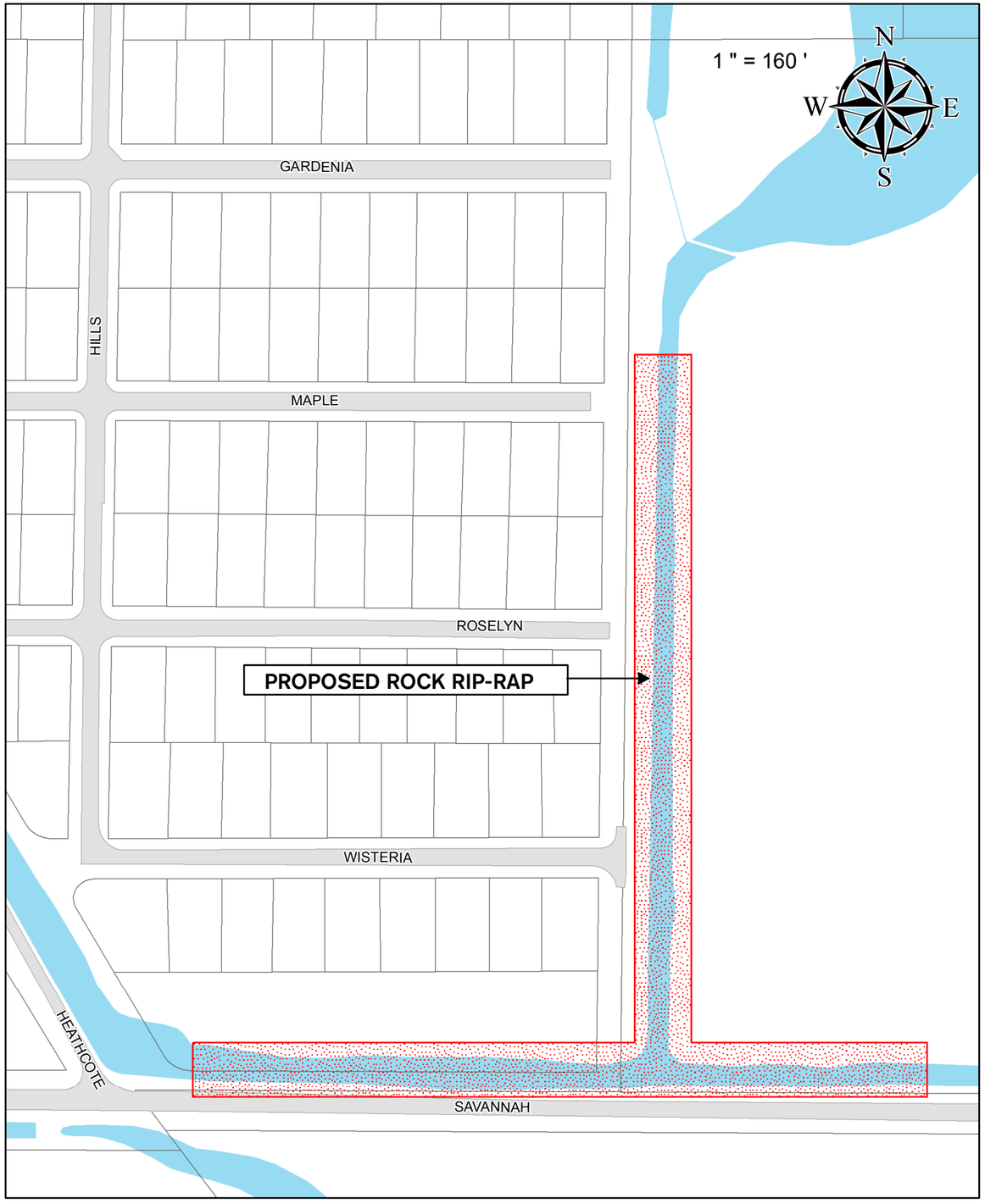
## Attachments

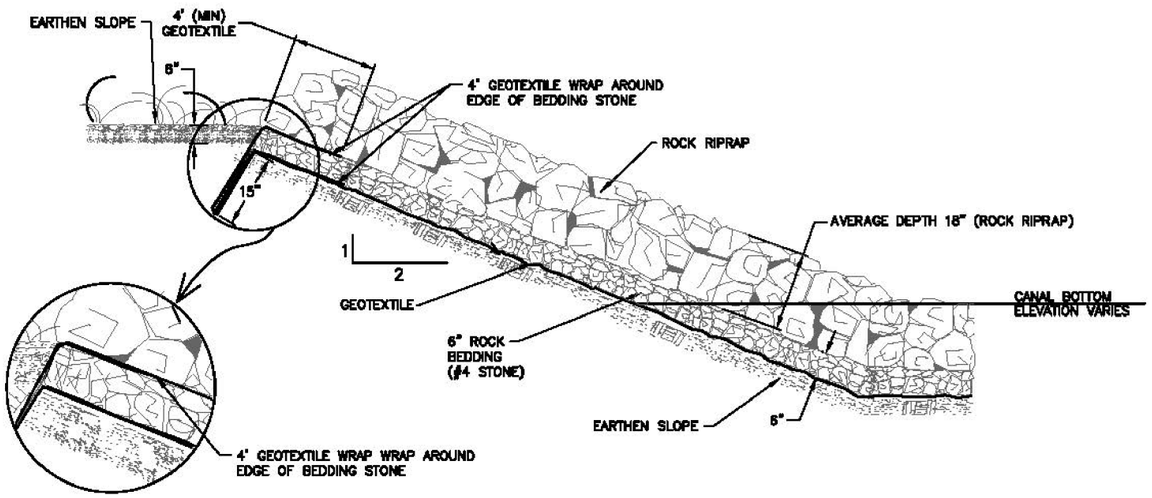
Virginia Avenue Outfall Canal Detail Sheet

CO No. 2

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Johnna Morris | 07/11/2018 11:23 AM |
| City Manager | Nick Mimms | 07/11/2018 01:56 PM |
| Form Started By: Tracy Telle | | Started On: 07/03/2018 04:17 PM |
| Final Approval Date: 07/11/2018 | | |




## TYPICAL ROCK RIPRAP DETAIL

SCALE: NONE

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

# VIRGINIA AVENUE CANAL DETAIL SHEET

# CHANGE ORDER NO. 2

# UNIT PRICE CONTRACT FOR MARINE CONTRACTING SERVICES

## Bid No. 2018-014

**DATE**: July 5, 2018

**CONTRACTOR**: Brothers Construction, Inc.

**OWNER**: City of Fort Pierce

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| | | |
|---|---|---|
| ORIGINAL CONTRACT AMOUNT | : | $ 28,500.00 |
| CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS | : | $ 379,925.00 |
| NET CONTRACT AMOUNT **INCREASE** RESULTING FROM THIS CHANGE ORDER | : | **$ 2,106,100.00** |
| PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER | : | **$ 2,486,025.00** |
| CURRENT CONTRACT EXPIRATION DATE | : | February 5, 2021 |
| CONTRACT EXPIRATION DATE ADJUSTED BY THIS CHANGE ORDER | : | February 5, 2021 |
| CHANGE ORDER NUMBER TWO PROJECT COMPLETION DATE | : | December 29, 2018 |

## CHANGES ORDERED:

## I. GENERAL:

This Change Order includes compensation for 1,900 LF of canal armoring along the Virginia Avenue Outfall Canal, located between Heathcote Boulevard and Indian Hills Recreation Area. During Hurricane Irene this canal sustained damage to the canal banks and as part of the USDA Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program, grant funding was made available for the repairs. The proposed work includes installation of rip-rap along the canal banks and canal bottom. All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

## II. REQUIRED CHANGES/COST ADJUSTMENTS:

| *Description* | *Unit* | *Qty* | *Unit Price* | *Amount* |
|---|---|---|---|---|
| 1. Mobilization/Demobilization/Bond | LS | 1 | $98,000.00 | $98,000.00 |
| 2. Maintenance of Traffic | LS | 1 | $37,000.00 | $37,000.00 |
| 3. Demolition, pipes, pump station & weir (2' below finished grade) | LS | 1 | $145,300.00 | $145,300.00 |
| 4. Canal excavation | CY | 15,000 | $12.00 | $180,000.00 |
| 5. Export excess material | CY | 13,500 | $6.80 | $91,800.00 |
| 6. Backfill slope fill (1,500 CY) | LS | 1 | $35,000.00 | $35,000.00 |
| 7. Bedding stone (#4) & filter fabric | TN | 3,800 | $100.00 | $380,000.00 |
| 8. Rip-Rap (6" -12" coquina rock) ditch lining | TN | 10,000 | $98.00 | $980,000.00 |
| 9. Extend outfall pipes, concrete collar w/ RCP extensions | EA | 2 | $2,500.00 | $5,000.00 |
| 10. Type "E" inlet and 18" RCP outfalls w/ concrete aprons | EA | 2 | $3,500.00 | $7,000.00 |
| 11. Type "F" curb and gutter | LF | 1,100 | $20.00 | $22,000.00 |
| 12. Site restoration includes asphalt repair | LS | 1 | $15,000.00 | $15,000.00 |
| 13. Silt Fence | LF | 5,000 | $2.00 | $10,000.00 |
| 14. Turbidity barrier | LF | 200 | $15.00 | $3,000.00 |
| 15. Bahia sod | SY | 12,500 | $2.00 | $25,000.00 |

| | | | | |
|---|---|---|---|---|
| 16. Engineering, surveying & testing | LS | 1 | $60,000.00 | $60,000.00 |
| 17. As-built survey | LS | 1 | $12,000.00 | $12,000.00 |
| **NET INCREASE BY THIS CHANGE ORDER** | | | | **$2,106,100.00** |

## III. JUSTIFICATION:

New construction

## IV. PAYMENT:

This change order work will increase the existing Unit Price Marine Contracting Services by $2,106,100.00. **Funding shall be encumbered from SMU Revenue Account No. 403-4300-538-3490 with NRCS reimbursement of $1,597,575 (75% construction and 100% engineering/survey)**

## V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Contract other than the matters expressly provided herein.

**RECOMMENDED BY:**

John R. Andrews, P.E.
City Engineer

By: _____
Signature

Date: 7/5/18

**APPROVED AS TO FORM AND CORRECTNESS:**

James M. Messer, Esq.
City Attorney

By: _____
Signature

Date: _____

**APPROVED BY:**

Linda Hudson
Mayor

By: _____
Signature

Date: _____

**ACCEPTED BY:**

Wade Diekman, President
Brothers Construction, Inc.

By: _____
Signature

Date: 7/6/18

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

**Meeting Date:** 07/16/2018

**Re:** Public Hearing - 2018-2019 CDBG Action Plan

**Submitted For:** Libby Woodruff, Manager, Finance Department

**SUBJECT:**

Presentation and Public Hearing of the 2018-2019 Community Development Block Grant (CDBG) Action Plan

**SUMMARY:**

First of two (2) public hearings required by the U.S. Dept of Housing and Urban Development (HUD) prior to submitting Plan by August 15. The 2018-2019 Action Plan is Year 3 for our 2016-2020 5-Year Consolidated Plan, previously approved by the City Commission.

**RECOMMENDATION:**

Allow the presentation and public hearing for the 2018-2019 CDBG Action Plan.

**ALTERNATIVES:**

Do not allow the presentation and public hearing for the 2018-2019 CDBG Action Plan.

**RESPONSIBLE STAFF:**

Libby Woodruff, Manager, Grants Administration Division

**COORDINATED WITH:**

Johnna Morris, Director of Finance

## Fiscal Impact

**Budgeted Y/N:** N/A

**Fiscal Year:** N/A

**Account:** N/A

**Amount:** N/A

**OTHER INFORMATION:**

There will be no fiscal impact from allowing this presentation and public hearing.

## Attachments

Draft - 2018 Action Plan

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Johnna Morris | 06/27/2018 02:30 PM |
| City Manager | Nick Mimms | 07/06/2018 01:34 PM |

Form Started By: Libby Woodruff Started On: 06/22/2018 12:30 PM
Final Approval Date: 07/06/2018

# DRAFT

## CITY OF FORT PIERCE, FLORIDA

**Honorable Linda Hudson, Mayor**

# 2018-2019 ANNUAL ACTION PLAN

**October 1, 2018 through September 30, 2019**

## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**U.S. Department of Housing and Urban Development**

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

The City of Fort Pierce will achieve this primary objective through a program where not less than 70% of funds will support activities that benefit low- and moderate-income persons and prevent or eliminate slum or blight. All activities are eligible under the Code of Federal Regulations (CFR), Section 24 CFR 570.201-208 and will address national and local community development objectives as indicated in #2 below.

### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The primary objective of the City of Fort Pierce Community Development Block Grant program is the development of a viable urban community, including decent housing and a suitable living environment, for persons of very low to moderate income, and to stabilize and expand small businesses.

The City of Fort Pierce will achieve this primary objective through a program where not less than 70% of funds will support activities that benefit low- and moderate-income persons and prevent or eliminate slum or blight. All activities are eligible under the Code of Federal Regulations (CFR), Section 24 CFR 570.201-208 and will address national and local community development objectives as indicated in #2 below.

### 3. Evaluation of past performance – Will be added July 25

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

**Evaluation of Past Performance**

**Public Service Projects - %**

**Home Rehabilitation – %**

**Code Enforcement – %**

**Community-Based Development Organizations – %**

**Economic Development – %**

**Public Facilities – %**

**Promotion of Local Art & Cultural Heritage – %**

**Program Administration – %**

**In total, the City of Fort Pierce expended $_____** in CDBG funds for program year 2017-18 (program year began October 1, 2017), **by the end of July, 2018**. Funding was utilized in the pursuit of the City's and HUD's mutual goals of providing decent housing, creating a suitable living environment, and expanding economic opportunities. An overview of the expenditures:

**Public Service Projects** – The City expended $_____ for ___ public service projects for LMI citizens. These projects are currently underway and will be complete by the end of this year.

**Home Rehabilitation** – The City expended **$_____** for paint, paint supplies, materials and community outreach for World Changers and Paint Our Town programs to improve homes of lower income citizens and reduce the deteriorated housing stock in historic neighborhoods. **$20,000** was also expended on Weatherization/home rehabs for very low income citizens. A total of ___ **homes** were improved through the World Changers, Paint Our Town and Weatherization programs.

**Community Based Development Organizations –** The City expended **$100,000** to support CBDO's that promote economic development, job creation, tourism, historic preservation and energy efficiency improvements.

**Economic Development** – The City expended **$_____** for marketing/advertising to strengthen the capacity and sustainability of existing micro-enterprise businesses, workshops, technical assistance and grants for small businesses located in lower income neighborhoods, and the 3rd Annual Job Fair in a very low income neighborhood. More than 120 employers representing businesses with job openings participated in these activities. More than 1,000 career seekers participated in the Job Fair.

**Public Facilities** – The City expended **$_____** for improvements to public facilities and improvements to playgrounds located in lower income neighborhoods.

**Promotion of Local Art and Cultural Heritage –** The City expended **$_____** to recognize, promote and celebrate Native and African American Latino/Hispanic, Cuban and Haitian cultures throughout the City.

**Program Administration –** The City expended **$_____** for project oversight, management, monitoring and coordination of the CDBG program.

## 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Pursuant to the Consolidated Plan regulations under 24 CFR Parts 91, 92, 570, 574, 576, and 968, and Section 91.105, the City of Fort Pierce has implemented its Citizen Participation Plan to include and incorporate provisions that affect the Community Development Block Grant (CDBG) Program.

This Plan represents a coordinated attempt to achieve maximum involvement of the City Commission, Communitywide Council, various community groups, supportive social service organizations and every citizen of the City of Fort Pierce with emphasis on participation by persons of extremely low, very low, low and moderate income residents.

The City strives to keep all interested parties informed about opportunities for involvement in each phase of the Consolidated Plan process, including providing opportunities to comment on Plan submissions to HUD, any substantial amendment of the Plan, and the annual performance report. Objective: *The development of a viable community including decent, safe, and sanitary housing and a suitable living environment for persons of very low, low and moderate income, and stabilizing and expanding small businesses.*

Prior to the City adopting the 2018-2019 Annual Action Plan, the following actions were taken: **(Survey Deadline July 24 – Results will be added July 25)**

- The survey was available in English and Spanish via the City's website from June 26 through July 24, 2018. A press release promoting the survey was published in a local daily newspaper, on the City's website through social media, through local churches and more than 40 supportive service organizations. Hardcopies of the survey were available at the supportive service agencies, Fort Pierce City Hall or by mail or fax, upon request. The Survey opportunity was also advertised in the Lincoln Park Main Street newsletter, the Hometown News and in the LaVoz Spanish newspaper.
- A total of ____ completed surveys were received by the City from citizens and supportive service agencies and organizations.
- The City made available to citizens, public agencies, and other interested parties information that included the approximate amount of assistance the City will receive and the range of proposed activities to be undertaken, including the amounts to benefit persons of extremely low, very low and low income.
- A Draft 2018-2019 Action Plan in English and Spanish was made available for citizens, public agencies and other interested parties to examine through posting on the City's website, and by reproducing copies and making them available at the Fort Pierce City Hall. A draft summary of

the proposed Plan was also displayed on the City's local television station, in English and Spanish, on the City's Facebook page and in three newspapers of local circulation, in English and Spanish. The summary also listed the dates and times for the two public hearings that were conducted at regularly-scheduled City Commission meetings as well as staff contact information. Copies of the proposed Plan were also available to citizens to review via U.S. mail, upon request.

A presentation of the Draft 2018-2019 Action Plan was provided to the Communitywide Council (CWC) (Advisory Council) at their regularly scheduled meeting on July 11, 2018.

## 5. Summary of public comments

**Public Comments will go here – Final Day for Receipt – July 24 – Results will be posted July 25**

## 6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views were accepted.

## 7. Summary

Pursuant to the Consolidated Plan regulations under 24 CFR Parts 91, 92, 570, 574, 576, and 968, and Section 91.105, the City of Fort Pierce has implemented its Citizen Participation Plan to include and incorporate provisions that affect the Community Development Block Grant (CDBG) Program.

This Plan represents a coordinated attempt to achieve maximum involvement of the City Commission, Communitywide Council, various community groups, supportive social service organizations and every citizen of the City of Fort Pierce with emphasis on participation by persons of extremely low, very low, low and moderate income residents.

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Pierce City Hall or by mail or fax, upon request. The Survey opportunity was also advertised in the Lincoln Park Main Street newsletter and in the LaVoz Spanish newspaper.

- A total of ____ completed surveys were received by the City from citizens and supportive service agencies and organizations.
- The City made available to citizens, public agencies, and other interested parties information that included the approximate amount of assistance the City will receive and the range of proposed activities to be undertaken, including the amounts to benefit persons of extremely low, very low and low income.
- A Draft 2018-2019 Action Plan in English and Spanish was made available for citizens, public agencies and other interested parties to examine through posting on the City's website, and by reproducing copies and making them available at the Fort Pierce City Hall. A draft summary of the proposed Plan was also displayed on the City's local television station, in English and Spanish, on the City's Facebook page and in three newspapers of local circulation, in English and Spanish. The summary also listed the dates and times for the two public hearings that were conducted at regularly-scheduled City Commission meetings as well as staff contact information. Copies of the proposed Plan were also available to citizens to review via U.S. mail, upon request.

A presentation of the 2018-2019 Action Plan was provided to the Communitywide Council (CWC) (Advisory Council) at their regularly scheduled meeting on July 11, 2018.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| | | |
| CDBG Administrator | FORT PIERCE | Finance Department/Grants Administration Division |

**Table 1 – Responsible Agencies**

### Narrative (optional)

The City of Fort Pierce Grants Administration Division located in the Finance Department is the lead entity charged with preparing the Consolidated Plan, the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER). In this capacity, the City works in cooperation with other key government agencies, non-profit agencies and for-profit agencies addressing affordable housing, and other community development issues. Collaborative partnerships with key stakeholders are indispensable to the community's success in addressing the needs of low and moderate-income residents and improving the quality of life for all the residents. These partnerships help to ensure that all residents, regardless of race, gender, age, income level, or disability, have equal access to affordable housing, community development resources, jobs, and services available in the City.

### Consolidated Plan Public Contact Information

Libby Woodruff, Manager, City of Fort Pierce Grants Administration Division; 100 North U.S. Hwy. 1, Fort Pierce, FL 34950; 772-467-3169; email: ewoodruff@city-ftpierce.com

## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

The City of Fort Pierce recognizes that the preparation of the Annual Action Plan requires discussion and consultation with many diverse groups, organizations, and agencies. During the planning process for the Annual Action Plan, the City encouraged citizen, nonprofit and for profit participation. In the course of preparing this document, City staff provided a Community Needs Assessment Survey, community presentations, public hearings and met with supportive service providers within the City to discuss and gather input on their ideas for improving community development needs within the City.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

To be inclusive of various agencies and organizations, the City disseminated Community Needs Assessment Surveys to an outreach list that included the following types of local agencies: · Nonprofit service providers that cater to the needs of low and moderate income households and persons with disabilities or special needs; · Housing professionals; · Public agencies; · Economic development and employment organizations; · Local Housing Authority; · Government staff of participating jurisdictions; and · Community and neighborhood groups. Copies of Press Releases promoting the availability of the survey were sent to more than 40 supportive service agencies and real estate companies, employment organizations, community and neighborhood groups, housing professionals and County offices. Survey results were compiled and used in the creation of this Plan.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City of Fort Pierce is a member of the Treasure Coast Homeless Services Council, the CoC for Indian River, St. Lucie, Martin and Okeechobee Counties. As detailed in our 2016-2020 Consolidated Plan, the City and many of our supportive service providers have requested for years to receive funding or other assistance from the CoC to help address our growing homeless population, to no avail. The City is currently working with the Fort Pierce Housing Authority to create a homeless strategy and to develop and transitional housing program. The Treasure Coast Homeless Services Council website was used to gather information and data on the City's homeless numbers and the CoC's efforts to address our critical homeless situation.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate**

**outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

This is not applicable. The City of Fort Pierce is not a direct recipient of ESG funding. The local CoC oversees ESG funds for St. Lucie (where Fort Pierce is located), Indian River and Martin Counties.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | FORT PIERCE POLICE ATHLETIC LEAGUE |
| | **Agency/Group/Organization Type** | Services-Children<br>Services-Education<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Economic Development<br>Youth Services |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The city of Fort Pierce has an ongoing collaborative relationship with the Fort Pierce Police Athletic League and consults with the agency on numerous projects, especially summer camp programs for youth. |
| 2 | **Agency/Group/Organization** | FT. PIERCE MULTILATERAL CULTURE CENTER, INC. (FRONTLINE) |
| | **Agency/Group/Organization Type** | Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-Education<br>Services-Employment<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs<br>Homeless Needs - Families with children<br>Economic Development<br>Education and Employment |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The City of Fort Pierce has an ongoing collaborative relationship with the Fort Pierce Multilateral Culture Center and consults with the agency on numerous projects, especially summer camp programs for youth, services for senior citizens, race relations, etc. The City has provided public service grant awards to this organization for youth programs. |

| | | |
|---|---|---|
| 3 | **Agency/Group/Organization** | Housing Authority of City of Ft Pierce |
| | **Agency/Group/Organization Type** | Housing<br>PHA<br>Services - Housing<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency. Also consulted regarding working with City of Fort Pierce to develop homeless strategy and transitional housing program. |
| 4 | **Agency/Group/Organization** | LINCOLN PARK MAIN STREET |
| | **Agency/Group/Organization Type** | Service-Fair Housing<br>Planning organization<br>Business Leaders<br>Business and Civic Leaders<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Economic Development |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency |

| | | |
|---|---|---|
| 5 | **Agency/Group/Organization** | Learn to Read St. Lucie County |
| | **Agency/Group/Organization Type** | Services-Children<br>Services-Elderly Persons<br>Services-Education<br>Services-Employment<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Education and Employment |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency. |
| 6 | **Agency/Group/Organization** | MAD DADDS FORT PIERCE CHAPTER, INC. |
| | **Agency/Group/Organization Type** | Services-Children<br>Services-Education<br>Services-Employment<br>Civic Leaders<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Education and Employment |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency. |
| 7 | **Agency/Group/Organization** | SUNRISE CITY CHDO |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Neighborhood Organization |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | CHDO |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency. |
| 8 | **Agency/Group/Organization** | Sword Outreach Mentoring & Resource Center |
| | **Agency/Group/Organization Type** | Services-Children<br>Services-Persons with Disabilities<br>Services-Education<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Youth Services |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency. |
| 9 | **Agency/Group/Organization** | ST. LUCIE COUNTY |
| | **Agency/Group/Organization Type** | Other government - County<br>Major Employer |
| | **What section of the Plan was addressed by Consultation?** | Local Government - County |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the St. Lucie County. |

| | | |
|---|---|---|
| 10 | **Agency/Group/Organization** | Roundtable of St. Lucie County |
| | **Agency/Group/Organization Type** | Services-Children<br>Services-Education<br>Services-Employment<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Youth Services |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | This agency was consulted regarding needs that could be satisfied via the CDBG program for those served by the agency. |

### Identify any Agency Types not consulted and provide rationale for not consulting

All Agency Types were consulted. Many of the 40+ local neighborhood organizations/agencies that were consulted are not listed with HUD so we were unable to include them in the listing under #1 above.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | Treasure Coast Homeless Services Council | The TCHSC support homeless services located in Indian River County, although, as our CoC for Indian River, St. Lucie, and Martin Counties, they use all of our PIT numbers to secure grants for homeless services. |
| Consortium Plan | St. Lucie County | Although this is a Plan for the HOME program, this Plan includes strategies for rehabilitation of homes belonging to very low income Fort Pierce Citizens. The City's Consolidated Plan also has strategies for addressing this issue through our State Housing and Initiatives Partnership (SHIP) program funds. |

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Assessment of Fair Housing | City of Fort Pierce | The City of Fort Pierce Assessment of Fair Housing Report for 2016-2020. |
| Regional Analysis of Impediments to Fair Housing | St. Lucie County | Fair Housing goals overlap in both plans. |
| Public Housing Strategy | Fort Pierce Housing Authority | Public housing and affordable rental needs. |

**Table 3 – Other local / regional / federal planning efforts**

### Narrative (optional)

All relevant housing and supportive service providers in Fort Pierce were invited to participate in the planning process, including the housing authority, stakeholders from nonprofit entities (organizations serving low and moderate income persons, housing and service providers, and local fair housing organizations) as well as private sector entities. These organizations included, but were not limited to: Salvation Army, Conservation Alliance of St. Lucie, Castle, Pace Center for Girls, Treasure Coast Art Association, Hibiscus Children's Center, Big Brothers Big Sisters, Frontlnie for Kids, St. Lucie Education Foundation, United Way of St. Lucie County, Mustard Seed Ministries, ARC of St. Lucie, Sunrise City CHDO, Fort Pierce Jazz and Blues Society, Early Learning Coalition, SAFER St. Lucie, Lincoln Park Community Association, Lincoln Park Main Street, Fort Pierce Main Street, Council on Aging, St. Vincent DePaul, Florida Center for Recovery, Restoration House, St. Lucie County Public Health, New Horizons of the Treasure Coast, Housing Authority of Fort Pierce, Treasure Coast Food Bank, Treasure Coast Homeless Services Council, Safespace, Inc., Children's Services Council of St. Lucie County, St. Lucie County Chamber of Commerce, Lamplighter's Youth Group, Children's Home Society, Empowering Special Treasures, Jack's Food Pantry, Future Generations of St. Lucie County.

## AP-12 Participation – 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation
**Summarize citizen participation process and how it impacted goal-setting**

Encouraging citizen participation and consulting with public and private agencies are important parts of the planning process. The City used several methods to solicit citizen participation, including public notices, community and area newspapers, public meetings, public hearings, survey of needs and other outreach efforts. Information and comments received during this process helped to guide and shape the development of the goals listed in the 2016-2020 Consolidated Plan and this Annual Action Plan. A copy of the City of Fort Pierce's Citizen Participation Plan is available upon request.

### Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 1 | Community Survey - Spanish | Minorities<br><br>Non-English Speaking - Specify other language: Spanish | | | All Comments Received Were Accepted. | https://www.surveymonkey.com/r/CZKWQS7 |
| 2 | Community Survey - English | Entire Community | | | All Comments Received Were Accepted | https://www.surveymonkey.com/r/N9BYNWZ |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 3 | Public Hearing | Non-English Speaking - Specify other language: Spanish<br><br>Entire Community | 2 Public Hearings Were Conducted. | | All Comments Received Were Accepted. | |
| 4 | Public Meeting | Entire Community | | | All Comments Received Were Accepted. | |
| 5 | Newspaper Ad | Non-English Speaking - Specify other language: Spanish | | | All Comments Received Were Accepted | |
| 6 | Newspaper Ad | Entire Community | | | All Comments Received Were Accepted. | |

**Table 4 – Citizen Participation Outreach**

# Expected Resources

## AP-15 Expected Resources – 91.220(c)(1,2)

### Introduction

CDBG funds can be used for a wide range of activities, including housing rehabilitation, economic development, public improvements, and social services within the City limits of Fort Pierce. Anticipated resources have been determined through consultation with participating jurisdictions and area nonprofit organizations serving the program area. Only the second year of funding, which is detailed in the 2018 Annual Action Plan is currently committed to CDBG projects. Additional funding for the remainder of the five-year planning period is still subject to HUD allocations.

### Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 549,380 | 3,918 | 309,940 | 863,238 | 1,098,000 | |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| General Fund | public - local | Other | 100,000 | 0 | 0 | 100,000 | 200,000 | The City of Fort Pierce will provide funding to cover the salary and fringe for Code Enforcement staff to provide services to our lower income neighborhoods. |
| Other | public - state | Housing Other | 1,200,000 | 0 | 0 | 1,200,000 | 150,000 | The City will utilize approximately $1,200,000 to rehabilitate substandard owner-occupied housing for income-qualified citizens and to provide down payment and closing cost assistance for income-qualified citizens. |

**Table 5 - Expected Resources – Priority Table**

## Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Unlike some other federal grant programs, CDBG regulations do not require matching funds on behalf of the Grantee. While there are no federal match requirements for CDBG funds, the City of Fort Pierce highly recommends that organizations provide matching funds, if possible. Match fund sources include contributions derived from other eligible federal and nonfederal sources and the value of third party in-kind contributions, (i.e. volunteers, personnel, office space, materials, equipment, and supplies). However, while matching funds are not required, public service grant applications will receive more favorable scoring based on leveraging funds and/or in-kind donations.

The City leverages CDBG funds with the SHIP program to increase our ability to provide home rehabilitations to some of our poorest home owners. We also provide funding for rehabilitation work sponsored by the annual World Changers event and the City's Paint Our Town program. Both of these programs provide volunteers to paint and provide minor repairs to homes with the City purchasing the paint, paint

supplies and materials. We also provide $20,000/year in CDBG for our Weatherization program, which leverages approximately $75,000 for the program from the Fort Pierce Utilities Authority.

CDBG funds will also be used to leverage costs associated with rehabilitation of an empty historic facility located in a very low income area in Fort Pierce to transform it into an arts and cultural heritage center, open to the public, that will promote civic pride, deter crime, encourage economic investment, development and the creation of jobs.

### If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

We are currently collaborating with local investors toward creating a Land Trust here in Fort Pierce and are working toward developing affordable rental properties and affordable homes for sale for our citizens.

### Discussion

The City will utilize funding received from the sale of mortgages funded through the obsolete Hurricane Housing Recovery Program and funding received directly from the Housing Finance Corporation via the State Housing Initiatives Partnership (SHIP) program to fund down payment and closing cost assistance and owner-occupied housing rehabs for income-qualified citizens. We estimate 8 new home-buyers will receive up to $15,000 each and we continue to work toward the competion of 37 home rehabs occupied by very low income citizens.

Collaborations and partnerships with the World Changers organization, Habitat for Humanity, the Florida Housing Finance Corporation, the Fort Pierce Housing Authority and Fort Pierce Utilities Authority will provide additional resources over the next years for home rehabilitations, improvements to historic neighborhoods and home purchases.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives

### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

**Table 6 – Goals Summary**

### Goal Descriptions

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The 2018 Annual Action Plan describes how the City of Fort Pierce will use formula funds from HUD to meet the City's community development needs in the second year covered by the 2016- 2020 Consolidated Plan. It provides a summary of specific actions, activities, and programs that will take place during the upcoming program year to address the priority needs and goals identified in the 2016-2020 Consolidated Plan. The Action Plan also includes annual allocations and budgets. The City's Grants Administration Division is responsible for developing and implementing the 2016 - 2020 Consolidated Plan, including its Annual Action Plans.

**Projects**

| # | Project Name |
|---|---|
| 1 | Public Services |
| 2 | Public Facilities |
| 3 | Owner-Occupied Housing Rehabilitations |
| 4 | Neighborhood Revitalization |
| 5 | Code Enforcement |
| 6 | Grants Administration |
| 7 | Economic Development - Technical Assistance |

**Table 7 - Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Based on the Community Needs Assessment Surveys taken during the preparation of the 2016-2020 5-

Year Consolidated Plan and the 2016-2017 Annual Action Plan, the following allocation priorities were selected for addressing underserved needs:

Improvement to Community Focal Points - Citizen Input; Staff Knowledge

Public Facilities - Staff Knowledge; Citizen Input; CIP

Home Rehabilitation Assistance - Staff Knowledge; Citizen Input

Down Payment & Closing Cost Assistance - Staff Knowledge; Citizen Input

Fair Housing Education - Staff Knowledge; Citizen Input

Services for Homeless, Senior Citizens and Youth - Staff Knowledge; Citizen Input

Job Training/ Employment Opportunities - Citizen Input; Unemployment rates

Small Business Assistance - Staff Knowledge; Citizen Input

Non-Residential Historic Preservation - Staff knowledge; Citizen Input

Weatherization Assistance - Staff Knowledge; FPUA; Citizen Input

Community Based Development Organizations - Staff Knowledge; Business & Citizen Input

Cultural Heritage - Creative Placemaking Projects - Citizen Input; Staff Knowledge

## AP-38 Project Summary

### Project Summary Information

| | | |
|---|---|---|
| **1** | **Project Name** | Public Services |
| | **Target Area** | |
| | **Goals Supported** | |
| | **Needs Addressed** | Public Services |
| | **Funding** | CDBG: $80,000 |
| | **Description** | Public Services to Benefit Low to Moderate Income Citizens |
| | **Target Date** | 9/30/2018 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Approximately 4,000 Households will be assisted |
| | **Location Description** | Within the City limits of Fort Pierce, Florida |

| | | |
|---|---|---|
| | **Planned Activities** | 1. **Summer Jam Basketball Camp** - 8-week 5-day-week summer camp program for up to 50 youth a day located in very low-income minority neighborhood. Partnership with Treasure Coast Food Bank will provide breakfast, lunch and snacks daily. 570.201(e); Matrix Codes 05D and LMA<br>2. **Boys and Girls Clubs of SLC** – Summer camp program for inner city primarily minority youth. Public Service grant will cover camp tuition and class trip expenses for 25 youth to attend this 80-week summer program. 570.201(e); Matrix Codes 05D and LMA.<br>3. **Executive Roundtable of St. Lucie County** - Restoring the Village Youth Initiative – Anti-gang program for at-risk minority youth located in very low income neighborhood in Fort Pierce. 570.201(e); Matrix Codes 05D and LMA.<br>4. **Career Source Research Coast** – internship program for very low-income youth to work at businesses throughout Fort Pierce during summer when school is out. 570.201(e); Matrix Codes 05D and LMA.<br>5. **United Against Poverty** – Formerly Treasure Coast Food Bank – public service funding will be used to provide healthy meals to qualifying very low-income families throughout Fort Pierce. 570.201(e); Matrix Codes 05W and LMC.<br>6. **Learn to Read St. Lucie County** – public service funding will be provided to this agency that teaches basic reading skills to very low income adults in Fort Pierce. 570.201(e); Matrix Codes 05W and LMC.<br>7. **Police Athletic League** – public service funding will be provided to this agency that provides afterschool and summer programs to 800 very low income youth. 570.201(e); Matrix Codes 05D and LMA.<br>8. **END It! Corporation** – public service funding will be provided to this agency to help continue their DADDY presentations that caution youth about sex trafficking that is prevalent in Florida. 570.201(e); Matrix Codes 05D and LMA.<br>9. **Future Generations of St. Lucie County** – public service funding will be provided to provide afterschool and summer programming for very low income inner-city minority youth. 570.201(e); Matrix Codes 05D and LMA.<br>s. |

| | | |
|---|---|---|
| **2** | **Project Name** | Public Facilities |
| | **Target Area** | |
| | **Goals Supported** | |
| | **Needs Addressed** | Public Facilities |
| | **Funding** | CDBG: $20,000 |
| | **Description** | Various projects for Public Facilities, including improvements to playgrounds, community centers, and homeless shelters in lower income neighborhoods. |
| | **Target Date** | |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Estimate of 3,000 families will benefit from these proposed activities. |
| | **Location Description** | **1. Dreamland Park/MLKi Jr. Park / PAL Center / - Playground improvements** / 570.201(c); Matrix Codes 03F and LMA<br>**2. Maravilla Park - Playground improvements** / 570.201(c); Matrix Codes 03F and LMA |
| | **Planned Activities** | Various projects for Public Facilities, including improvements to playgrounds, community centers, and homeless shelters in lower income neighborhoods. |
| **3** | **Project Name** | Owner-Occupied Housing Rehabilitations |
| | **Target Area** | |
| | **Goals Supported** | |
| | **Needs Addressed** | Home Rehab / Down Payment Assist / Fair Housing |
| | **Funding** | CDBG: $40,000 |
| | **Description** | Owner Occupied home rehabilitations through Weatherization and World Changers and Paint Our Town Programs, etc. |
| | **Target Date** | 9/30/2018 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | We estimate 50 families will receive rehabilitation for their homes and 5 families will receive down payment and closing costs toward the purchase of their new home. |

| | | |
|---|---|---|
| | **Location Description** | City Limits of Fort Pierce, Florida |
| | **Planned Activities** | **1.Weatherization Assistance** - Provide a weatherization program for very low income-qualified homeowners aimed at improving the home's ability to withstand the elements, making it more energy efficient to decrease utility bills.570.202; Matrix Codes 14A and LMH<br><br>**2. Owner-Occupied Housing Rehab** - Provide funding for the World Changers organization to paint and repair homes belonging to very low income citizens; ; provide funding to purchase paint and paint supplies for area nonprofits to paint and provide home repairs to very low income citizens. 570.202; Matrix Codes 14A and LMH<br><br>**3. Owner-Occcupied Housing Rehab** - Funded through the State Housing Initiatives Partnership (SHIP) program - provide home rehabilitations to very low income-qualified home owners through the SHIP Program. 570.202; Matrix Codes 14A and LMH<br><br>**4. First Time Homebuyers** - Funded through the SHIP program - Provide down payment and closing cost assistance for first time income-qualified home-buyers. |
| **4** | **Project Name** | Neighborhood Revitalization |
| | **Target Area** | |
| | **Goals Supported** | |
| | **Needs Addressed** | Neighborhood Revitalization |
| | **Funding** | CDBG: $183,422 |
| | **Description** | Promotion of Local Art and Cultural Heritage, Support for Community Based Development Organizations; Architectural Designs to transform dilapidated historic structures. |
| | **Target Date** | 9/30/2018 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | |
| | **Location Description** | These activities will take place within the City limits of Fort Pierce. |

| | | |
|---|---|---|
| | **Planned Activities** | **1. Annual Highwaymen Heritage Trail Art Show and Festival** - Promote local minority art and cultural heritage with annual event in very low income minority neighborhood to increase tourism, civic pride, promote new business startups and economic development in this depressed historical area. 570.203; Matrix Codes 18B and LMA<br><br>**2. Promotion of Zora Neale Hurston Dust Tracks Heritage Trail, and development of annual event** to promote trail located in very low income minority neighborhood to increase civic pride, new business startups, economic development. 570.203; Matrix Codes 18B and LMA<br><br>**3. Technical Assistance, Professional Architectural Designs** to transform historic abandoned historic St. Anastasia building located in very low income neighborhood into arts and cultural heritage activity center to promote civic pride, economic develoment and investment. 570.202(d) Matrix Codes 16B and LMA<br><br>**4. Technical Assistance, Professional Architectural Designs** to transform abadoned historic former Lincoln Theater building located in very low income neighborhood into thriving minority theater and activity center to promote civic pride, economic development and investment. 570.202(d) Matrix Codes 16B and LMA<br><br>**5. Lincoln Park Main Street** - provide grants to Community Based Development Organizations to assist low to moderate income business owners by promoting neighborhood and downtown revitalization, economic development, job creation, tourism, historic preservation, tourism and energy conservation. 570.204(a)(1) Matrix Code 18A; LMA<br><br>**6. Main Street Fort Pierce** - provide grants to Community Based Development Organizations to assist low to moderate income business owners by promoting neighborhood and downtown revitalization, economic development, job creation, tourism, historic preservation, tourism and energy conservation. 570.204(a)(1) Matrix Code 18A; LMA<br><br>**7. Commercial Facade Grants** for commercial areas located in lower income neighborhoods.<br><br>**8. Promotion of Local Art and Cultural Heritage** - Including colorful murals, artistic events to promote tourism and economic development in lower income historic neighborhoods. |
| **5** | **Project Name** | Code Enforcement |
| | **Target Area** | |
| | **Goals Supported** | |

| | | |
|---|---|---|
| | **Needs Addressed** | Code Enforcement |
| | **Funding** | General Fund: $50,000 |
| | **Description** | NOT FUNDED THRU CDBG - City of Fort Pierce General Fund - Provide salaries and fringe benefits to aid in the prevention of slum, blight and the promotion of safe, decent housing by inspecting properties to ensure at least minimum compliance with local codes. |
| | **Target Date** | 9/30/2018 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | We estimate 550 families from a lower income neighborhood in Fort Pierce will benefit from this proposed activity. |
| | **Location Description** | This activity will take place within the lower income areas of the City of Fort Pierce. |
| | **Planned Activities** | **NOT FUNDED THRU CDBG** - City of Fort Pierce General Fund - Provide salaries and fringe benefits to aid in the prevention of slum, blight and the promotion of safe, decent housing by inspecting properties to ensure at least minimum compliance with local codes. |
| **6** | **Project Name** | Grants Administration |
| | **Target Area** | |
| | **Goals Supported** | |
| | **Needs Addressed** | |
| | **Funding** | CDBG: $109,876 |
| | **Description** | Administration and oversight of the 2017 CDBG program. |
| | **Target Date** | 9/30/2018 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | |
| | **Location Description** | Within the City limits of Fort Pierce |
| | **Planned Activities** | Economic Development, Code Enforcement, Home Rehabilitations, First Time Homebuyer program, Public Services, Improvements to Public Facilities, Assistance for Homeless Facilities, and Neighborhood Revitalization programs and projects. |

| | | |
|---|---|---|
| **7** | **Project Name** | Economic Development - Technical Assistance |
| | **Target Area** | |
| | **Goals Supported** | |
| | **Needs Addressed** | Economic Opportunity<br>Neighborhood Revitalization |
| | **Funding** | CDBG: $120,000 |
| | **Description** | Economic development technical assistance projects including job fair, small business educational workshops, grants and advertising for small businesses. |
| | **Target Date** | 9/30/2018 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | We estimate 350 families living in LMA will benefit from these proposed activities. |
| | **Location Description** | Activities will all take place within the city limits of Fort Pierce, Florida. |
| | **Planned Activities** | Economic development technical assistance projects including job fair, small business educational workshops, grants and advertising for small businesses.<br>1. Annual Job Fair - City administered TA to LMA small businesses. 570.203(b); matrix codes 18A and LMA<br>2. Technical Assistance and Grants - City administered TA to LMA small businesses. 570.203(b); matrix codes 18A and LMA<br>4. Annual Minority Business Expo - City administered TA to LMA small businesses. 570.203(b); matrix codes 18A and LMA |

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Target areas and boundary limits are established for infrastructure improvements/ development and capital improvement programs that are located in areas of the City where no less than 51% of the population is very low and low income. CDBG housing activities will occur within the corporate limits of the City of Fort Pierce. Infrastructure and capital improvement projects will continue to be conducted only in areas that are more than 51% very low and low-income as determined by the Census Bureau.

The City of Fort Pierce will use at least 70% of its CDBG funds within the census block groups that have high concentrations of low-and moderate income (LMI) persons. These block groups represent the greatest need for housing rehabilitation, improvements to overall living environments, economic development, job creation and public service projects.

The assignment of priority needs was made on the basis of input from housing and supportive service organizations, the community survey, staff, input at public hearings and City staff assessment of needs.

### Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| City limits Low/Mod | 80 |

**Table 8 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

There are blighted areas in specific geographical areas that have disproportionate needs. Two of these areas are the Lincoln Park neighborhood and the Orange Avenue corridor from Hwy. 1 west through 25th Street.

### Discussion

Allocations will be made using the rating scale for projects that consider several criteria: · The severity of the need; · The availability of other funds to ensure project viability; · How the project meets national CDBG objectives and goals; · How well the project addresses local needs; and · How large the impact will be for residents, i.e. number of beneficiaries.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

For program year 2018, the City of Fort Pierce will implement the following affordable housing goals to benefit extremely low, very low and low income residents, including homeless, non-homeless, and special-needs households to provide affordable housing by using funds made available for the specific activities including, public facilities, home rehabilitations, weatherization and assistance with down payment and closing costs first time homebuyers.

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 10 |
| Non-Homeless | 50 |
| Special-Needs | 20 |
| Total | 80 |

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 0 |
| The Production of New Units | 0 |
| Rehab of Existing Units | 37 |
| Acquisition of Existing Units | 0 |
| Total | 37 |

**Table 10 - One Year Goals for Affordable Housing by Support Type**

### Discussion

## AP-60 Public Housing – 91.220(h)

### Introduction

The City of Fort Pierce does not currently administer public housing projects; however, the City does work in partnership with the Fort Pierce Housing Authority (FPHA) as funding is available to support public housing projects.

The City allocated a portion of its 2013-2014 program year's CDBG allocation to provide 'Local Government Support' in the amount of $37,500, as required by the Florida Housing Finance Corporation (FHFC) to enable the FPHA to apply for housing tax credits to rehabilitate the former Fort Pierce Hospital into a combination of mid-rise three-story and duplex apartments for very low income seniors and disabled citizens. To date, the FPHA's application has not been funded. The City will reallocate this funding for economic development initiatives in our lower income Lincoln Park community.

The Fort Pierce City Commission approved this allocation to support the FPHA's efforts to provide safe, affordable housing to lower income senior and disabled citizens.

The FPHA recently reapplied for the tax credits for this project. We will continue to partner with the Housing Authority during the 2017-2018 program year to identify revenue sources to create more affordable housing opportunities for extremely low, very low and low-income residents.

The City of Fort Pierce will also continue to support the FPHA in efforts to create and maintain a transitional housing program for homeless families and also in efforts put forth to provide resources for public housing residents to become more involved in the management of their own lifestyle and participate in homeownership opportunities.

### Actions planned during the next year to address the needs to public housing

The City will continue our collaborations with the Fort Pierce Housing Authority and area supportive service providers to develop a transitional housing program for our growing number of homeless families in the City of Fort Pierce.

The City is collaborating with the Housing Authority regarding creating a Land Bank and affordable housing both to rent and own.

### Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City will continue to partner with the Fort Pierce Housing Authority (FPHA) to promote our down payment and closing cost assistance for first time homebuyers and also the workshops provided by the

FPHA that teach and mentor on financial responsibility, improving credit scores, etc.

### If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled.

### Discussion

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

Homeless prevention resources are available in Fort Pierce, however the limited resources available fall short of providing adequate services to meet the growing needs of both the emerging homeless population and residents who are at risk of becoming homeless. While gaps do exist there are strong non-profit organizations working in coordination to ensure this population is served.

As detailed in our 5-Year Consolidated Plan for 2016-2020, the City of Fort Pierce is a member of the 3-County Continuum of Care that is operated through the Treasure Coast Homeless Services Council (TCHSC) in Vero Beach, Florida (Indian River County). Fort Pierce is located in St. Lucie County. As explained in the 5-Year Con Plan, the City of Fort Pierce, along with all of our small, struggling homeless service providers receive no assistance from the TCHSC, even after contacting the CoC directly on serveral occassions and meeting face to face. The Point in Time count for 2017, posted on the TCHSC website shows St. Lucie County (Fort Pierce) homeless numbers decreasing. Unfortunately, within the City limits of Fort Pierce, this is not accurate. It is obvious that our homeless numbers continue to grow at a staggering rate, challenging our small community supportive service organizations keep up with the needs.

The City is currently working with the Fort Pierce Housing Authority to develop a transitional housing program/facility to help some of our many homeless families. We have made great progress. The Housing Authority has partnered with the Salvation Army and are close to completing the renovations on a facility that will be used as a homeless facility for men and a jail diversion facility.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Treasure Coast Homeless Services Council (TCHSC) serves as the Continuum of Care for 3 counties, which include St. Lucie County (the City of Fort Pierce). The CoC conducts a yearly Point in Time (PIT) count, in relation to HUD's requirements. the TCHSC publishes the homeless numbers for St. Lucie County on their website, which includes an assessment of their individual needs. This information is submitted with annual grant applications to address our homeless issues. Unfortunately, all funding for the TCHSC is primarily utilized in Vero Beach, Florida, even after several attempts by the City of Fort Pierce to have the TCHSC re-evaluate their funding distribution for homeless services so that the City's service organizations could receive some much needed financial support.

The City of Fort Pierce will continue to collaborate with the Fort Pierce Housing Authority and local supportive service organizations to develop a transitional housing program for our growing number of

homeless families; additionally, the City will allocate funding through our Public Facilities activity to help cover the costs associated with rehabilitating the showers and enlarging the kitchens in our existing emergency homeless shelters.

### Addressing the emergency shelter and transitional housing needs of homeless persons

As stated above, there are a few very small emergency shelters located within the City of Fort Pierce. These do not come close to meeting the needs of our homeless population. Additionally, the City is collaborating with the Fort Pierce Housing Authority to develop a transitional housing program using one of the HA properties - to provide assistance for some of our homeless families. Funding is limited, however, we are committed to seeing this through.

When available, the Transitional Housing Program will allow homeless families to enjoy clean, stable housing for up to two years while they work toward independence. Housed clients will participate in intensive case management, educational, career, and financial goals during their stay. All activities will be aimed at self-determination and eventual self-sufficiency. TH case managers will use a number of measures to track progress towards financial, educational and behavior modification goals. Case management appointments will schedule on a weekly basis and case managers will assist with day-to-day functioning. Families will live in 4-5 bedroom apartments that are completely furnished with donated furniture and housewares. The homes will be made ready for move-in by the Fort Pierce Housing Authority.

Families will receive vouchers for food and provisions at the Treasure Coast Food Bank and via other local nonprofits that will provide clothing and other housing staples. Medical needs, transportation costs and funding for additional needs such as tuition, school supplies, daycare and other expenses are yet to be decided.

### Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Homeless needs are addressed in the community through other organizations, including but not limited to In the Image of Christ emergency shelter for the homeless. The City of Fort Pierce is located within the boundaries of the Treasure Coast Homeless Services Council Continuum of Care, however, none of our homeless providers receive any financial support from the TCHSC.

The City of Fort Pierce will continue to collaborate with the Fort Pierce Housing Authority and local supportive service organizations to develop a transitional housing program (as described above) for our

growing number of homeless families.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City of Fort Pierce is too small to be the lead agency for major social welfare programs. In order to ensure that residents of the City of Fort Pierce are referred to partner agencies for services, the City partners with counties on the Treasure Coast to sponsor the "Where to Turn" - 211 Network. The 211 Network provides computer and telephone information and referral for all social service needs. The network provides persons needing assistance a single point of contact for finding solutions to their problems. The 211 Network links all social service providers into a multi-county network providing solutions to individual and family needs. The 211 Network receives on average 1,500 calls per month from residents of St. Lucie County.

The 211 Network provides information and referral to persons experiencing the following problems or concerns: Abuse/Neglect/Crime; Basic Needs such as clothing, food, household goods, housing, shelter, utilities; Day Care/Child Care; Counseling/Support Groups; Credit Counseling; Disability Services; Education; Employment; Foreclosure Concerns; Financial Assistance; Health and Medical, including prescription assistance; Legal; Mental health Issues including substance abuse and suicide; Transportation; Veterans Services.

**St. Lucie County Housing and Community Services Department -** Beyond the 211 Network, the St. Lucie County Housing and Community Services Department serves as the lead agency for the three-county Treasure Coast Community Action Agency assisting low-income citizens with Community Services Block Grant (CSBG) funding. CSBG is focused on necessary support associated with successful employment or completion of education that can lead to self-sufficiency. All applicants for CSBG assistance must attend an Effective Budgeting workshop. Additional services provided are: transit coordination for special needs individuals, veteran's services, coordination of volunteers and donations during a declared disaster and assistance with the Special Needs Shelter, assistance for indigent cremations, administration of a program that manages the State-mandated share of County Medicaid, hospital and nursing home funding, as well as, the Health Care Responsibility Act. The County also administers funds donated for utility payments through Florida Power and Light's Care to Share program and provides computer access for individuals seeking to complete applications for benefits such as food stamps,

unemployment, Medicaid and nursing home assistance and to search for employment.

### Discussion

The 211 Network Program provides referrals to supportive resources to help citizens connect to community services that will assist them in addressing their current housing, medical and day-to-day needs.

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

Information provided by the American Community Survey (ACS) Five Year Estimates for 2010-2014, used in our 2016-2020 5-Year Consolidated Plan, reflected a total of 21,711 housing units in Fort Pierce, which is a decrease from the previous 5-Year Consolidated Plan, which reported 22,003 housing units. This data reflects a relatively sluggish growth to an overall current population of 42,125 or approximately 2.5 persons per household, compared to St. Lucie County's total population of 298,563, 277.789 total housing units or 1.08 persons per household. The City Completed our 2016-2020 Assessment of Fair Housing Report in August, 2016, which lists the following barriers to affordable housing: 1) Housing Problems and Housing Cost Burden and Severe Housing Cost Burden; 2) Overcrowding and Poverty; 3) Substandard Housing Conditions; 4) Needs for Owner-Occupied Home Rehabs and Down Payment Assistance.

The policies of the City of Fort Pierce and/or St. Lucie County Government may have a negative impact (barrier) to the expansion and creation of affordable housing for very low, low, and moderate-income persons in our community, are as follows:

**Tax policy affecting land and other property -** Real property tax values are down nearly 25% over the last five years throughout Florida, including Fort Pierce, having a temporary positive impact on cost burden for affordable units. Along with lower values comes a lower local property tax bill thereby reducing the cost burden for the potential homeowner.

**Land use control and zoning ordinances -** No discernible land use controls or zoning ordinances currently negatively impact affordable housing. **Building codes -** A difficult and lengthy permitting process, which is common to nearly every local government, existed in the City of Fort Pierce. The Affordable Housing Advisory Committee was created to review and recommend changes to simplify the procedures. The expedited permit process for affordable housing units was the result of those efforts. For example, affordable housing unit building permits are now color coded for priority and must be acted upon by the Building Department within 3 business days. A periodic and ongoing review of building codes is unending.

**Housing Barriers - T**he City will continue to address the negative effects that any policies or programs might have on the housing delivery systems in the City. The City has implemented the following policies in its Comprehensive Plan to address the issue: The provision of density bonuses as an incentive in moderate and high-density residential land uses for development of affordable housing; The establishment of guidelines for zero lot line and cluster home developments in redevelopment areas for affordable housing; The development of local government partnerships with the private sector to improve the efficiency and expand the capacity of the housing delivery system; The review of existing ordinances, codes, regulations, and the permitting process for the purpose of amending, adding, or changing requirements in order to increase private and public sector and community based organization

participation in meeting the housing codes; The provision of a fast-track processing and other incentives for proposed housing developments intended for persons with special needs, including low to moderate-income households, the elderly, handicapped, large families, and farm worker families; The provision of assistance to providers of affordable housing.

### Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

A severe shortage in affordable housing stock increases the pressure on the City's housing market. One of the biggest challenges in the City is the huge disparity between housing costs and what people with low and moderate incomes can afford to pay. It is because of these factors that fostering and maintaining the existing supply of affordable housing continues to be a priority for the City. The City of Fort Pierce will continue to develop policies that help foster the development of new affordable housing units. Additionally, the City and its municipal partners will also continue to support the efforts of local housing providers who carry out strategies to retain and create affordable housing options throughout the region.

The City is currently working toward establishing a Land Trust which will be used to construct affordable housing. We are meeing with potential developers at this time; however, most all of the developers want the City to front them the money to construct the homes - which is not possible at this time.

### Discussion:

In the severe housing category, according to the American Community Survey (ACS), African Americans are considered to have a disproportionately greater need in the severe housing problems category.

## AP-85 Other Actions – 91.220(k)

### Introduction:

This section discusses the City of Fort Pierce and area non-profit's efforts in addressing the underserved needs, expanding and preserving affordable housing, and developing institutional structure for delivering housing and community development activities.

### Actions planned to address obstacles to meeting underserved needs

The City will continue to work with area agencies, the Fort Pierce Housing Authority and other public and governmental agencies to find solutions that leverage the resources available and to efficiently and effectively meet program goals. Whenever possible, the city will work to leverage CDBG funds and continue to work to identify additional opportunities.

The City plans to take the following actions to address obstacles to meeting the needs of the underserved: Provide home rehabilitations to income-qualified citizens for owner-occupied home rehabilitations; Provide down payment and closing cost assistance to first time homebuyers; Provide programs and services for low-income residents through Public Service grants to area nonprofits; Provide Economic Development Opportunities for low and moderate income persons and small businesses, including collaborations and partnerships with Career Source Research Coast, Indian River State College, St. Lucie County, the Fort Pierce Housing Authority, the Service Corps of Retired Executives (SCORE), and other community supportive service providers which will result in tuition-free Job skills training; Employment opportunities; small business financial management training, grants to small businesses located in our lower income areas. Fund local CBDOs promotion of small businesses located in low to moderate areas in the City through neighborhood revitalization, economic development, the creation of jobs, expansion of tourism, historic preservation and energy conservation; Continue providing an annual Job Fair in lower-income neighborhood; the first annual job fair included more than 50 employers with job openings; Continue providing marketing/advertising and technical assistance to small tourism-related businesses; Provide Fair Housing workshops and workshops through the St. Lucie County Lending Consortium to promote credit repair, new home application assistance and educate everyone on Fair Housing laws and steps to take to file fair housing complaints. Provide Creative Placemaking initiative which will instill civic pride, increase safety, promote economic investment in lower income neighborhoods and reduce housing segregation.

### Actions planned to foster and maintain affordable housing

The shortage of affordable, decent housing in Fort Pierce increases the pressure on the City's housing market. One of the biggest challenges in the City is the huge disparity between housing costs and what people with low- and moderate-incomes can afford to pay. It is because of these factors that fostering and maintaining the existing supply of affordable housing continues to be a priority for the City. The City of Fort Pierce will continue to develop policies that help foster the development of new affordable

housing units. Additionally, the City will also continue to support the efforts of local non-profit housing providers who carry out strategies to retain and create affordable housing options throughout the region.

The City plans to take the following actions to help foster and maintain affordable housing:

1)Introduce a resolution for City of Fort Pierce Commission for Inclusionary Housing, an affordable housing tool that links the production of affordable housing to the production of market-rate housing; requiring new residential developments to include a certain percentage of affordable housing units; 2) Continue providing weatherization program funding through CDBG and partnerships with Fort Pierce Utilities Authority and the Centro Campesino to lower income citizens to improve home capacity to protect against the elements and reduce utility bills for lower-income residents; 3) Continue using State Housing Initiatives Partnership (SHIP) funds to rehabilitate owner-occupied homes belonging to lower-income citizens; 4) Provide SHIP funds for down-payment and closing cost assistance for lower-income citizens; 5) Promote information at lending consortium meetings on affordable housing needs within the City of Fort Pierce; 6) Provide CDBG funds as 'cash match' for Fort Pierce Housing Authority to apply for tax credits to rehabilitate an old abandoned hospital into a living facility for lower-income senior citizens; 7) Continue to identify regional partners with similar affordable housing interests and potentially provide a fair housing center to provide ongoing education and enforcement programs; 8) Continue funding Code Enforcement services to assess, and enforce current codes for landlord maintenance of property; and 9) Continue to explore ways to increase the amount of affordable housing throughout the City, including examining ways to increase the amount of housing stock that is barrier free and ADA compliant.

As stated earlier in this Plan, the City is currently collaborating with local entities to establish a Land Trust and is currently speaking with developers regarding constructing affordable housing - both for homeownership and for rentals - within the land trust. We continue these discussions and are committed to finding a solution to our affordable housing crisis.

### Actions planned to reduce lead-based paint hazards

Though no accurate geographic information about the incidence of lead-based paint (LBP) exists in the City of Fort Pierce on a house by house basis, the City realizes that lead-based paint poses a serious health hazard and must be addressed. The City will encourage residents and property owners to test for and abate lead paint.

All housing proposed for rehabilitation under the City's CDBG and SHIP programs is screened by the year built to determine possible LBP hazard before funds are utilized. If a hazard is suspected, the owner of the home being rehabbed is given the EPA Fact Sheet - *Identifying Lead Hazards in Your Home* and the EPA publication - *Protect Your Family from Lead in Your Home*. During the feasibility inspection, if the inspector identifies a potential lead-based paint problem, he notifies the owner and may test the suspect area with a swab or take a sample to be processed through the County Health Department. If

the repair will disturb any surface containing lead, abatement procedures will be utilized before the repair can go forward. If lead paint is detected, abatement costs are included in the rehabilitation. In every program where federal funds are expended on a housing unit, the City incorporates the current procedures for hazard reduction or lead-based paint abatement guidelines as defined in 24 CFR Part 35.

When rehabilitating homes, the City provides homeowners a copy of the U.S. Department of Housing and Urban Development letter that informs homeowners what to do if they encounter lead-based paint in their home, and informs that no paint used during the rehabilitation contains lead. If funds expended exceed $5,000 and old paint surfaces are disturbed, the City will take the position that the home contains lead-based paint if it was built prior to 1978 and will conduct abatement measures, per state and federal guidelines.

The St. Lucie County Health Department has established a lead screening process to screen school children less than 7 years old for and treat high levels of exposure to lead. All high-elevated levels are reported to the Epidemiology Division and investigated by an Epidemiology nurse.

Funding through the State Housing Initiatives Partnership (SHIP) program will be used to remediate lead-based paint issues, as needed.

The City has allocated CDBG funding to promote an ongoing educational campaign designed to inform the public on Fair Housing and on the hazards of lead-based paint and on resources that are available to address this dangerous issue.

### Actions planned to reduce the number of poverty-level families

The City of Fort Pierce is committed to reducing the number of households with incomes below the poverty level by supporting programs to motivate and assist them to move toward self sufficiency. The City will continue to support the efforts of local agencies who are working with consumers who may be at the poverty level or below the poverty level. Jurisdictions work with various service providers and other units of local government to provide low-income citizens with supportive services. The City continues to provide grants for programs to address human service needs in the community. These services and programs include children and family services, adult services, food and nutrition services, Employment training programs, many others. These programs and services help to build a foundation upon which individuals and families can find a pathway to self-sufficiency. As a means of reducing the number of persons with incomes below the poverty line, the City will continue to coordinate efforts with other public and private organizations providing additional economic development and job training programs.

**The "Where to Turn" - 211 Network -** The City of Fort Pierce is too small to be the lead agency for major social welfare programs. The City partners with counties on the Treasure Coast to sponsor the "Where to Turn" - 211 Network. The 211 Network provides computer and telephone information and referral for all social service needs. The 211 Network links all social service providers into a multi-county

network providing solutions to individual and family needs. The 211 Network receives on average 1,500 calls per month from residents of St. Lucie County, regarding the following - Abuse/Neglect/Crime; basic needs such as clothing, food, household goods, housing, shelter, utilities; Day Care/Child Care; Counseling/Support Groups; Credit Counseling; Disability Services; Education; Employment; Foreclosure Concerns; Financial Assistance; Health and Medical, including prescription assistance; Legal; Mental health Issues including substance abuse and suicide; Transportation; Veterans Services. **St. Lucie County Housing and Community Services Department -** Beyond the 211 Network, the St. Lucie County Housing and Community Services Department serves as the lead agency for the three-county Treasure Coast Community Action Agency assisting low-income citizens with Community Services Block Grant (CSBG) funding. CSBG is focused on necessary support associated with successful employment or completion of education that can lead to self-sufficiency. All applicants for CSBG assistance must attend an Effective Budgeting workshop. Additional services provided are: transit coordination for special needs individuals, veteran's services, coordination of volunteers and donations during a declared disaster and assistance with the Special Needs Shelter, assistance for indigent cremations, administration of a program that manages the State-mandated share of County Medicaid, hospital and nursing home funding, as well as, the Health Care Responsibility Act. The County also administers funds donated for utility payments through Florida Power and Light's Care to Share program and provides computer access for individuals seeking to complete applications for benefits such as food stamps, unemployment, Medicaid and nursing home assistance and to search for employment.

### Actions planned to develop institutional structure

The City of Fort Pierce manages the institutional delivery structure surrounding the acceptance and allocation of federal grant funds for Consolidated Plan programs. The goals and objectives of the Strategic Plan could not have been developed without residents' informed assistance. Implementation of CDBG funds is overseen by the Department of Finance, Grants Administration Division. The area non-profits will coordinate and assist in the implementation of approved projects, centered on delivering public improvements, economic development initiatives, neighborhood revitalization and better community facilities. The City of Fort Pierce City Commissioners approve projects and programs that meet the City's goals. As the program matures during the course of the five year planning period, the City of Fort Pierce will work to expand the departments and non-profit agencies involved in the institutional delivery system for the CDBG program.

### Actions planned to enhance coordination between public and private housing and social service agencies

Coordination between providers is essential to improve the conditions and address gaps in services for Fort Pierce residents. Actions planned to enhance coordination between public and private housing and social service agencies include: - Encourage agencies to work together to apply for CDBG funds to leverage resources to the fullest extent. - As requests align with the Consolidated Plan goals, provide CDBG funds to eligible projects for housing and social services. - Continue working with the area

nonprofits and the Fort Pierce Housing Authority to address issues of poverty and homelessness. - Offer referrals to organizations that would benefit from the leadership, programs, services, or collaboration with other organizations.

The City will continue to work toward enhancing our relationships between local lenders and supportive social service agencies. Local bank and mortgage lenders and members of the St. Lucie County Lending Consortium contribute to the provision of affordable housing by helping to defray the cost of the homeownership workshops. The local banks pay a fee to be a member of the consortium, which in turn is used to procure the services of Consumer Credit Counseling Services (now known as CreditAbility) to provide the training. Participating in the affordable housing program also aids in promoting the local banks in their compliance under the federal Community Reinvestment Act. Coordination and Collaboration with numerous public supportive service organizations allows the City to be able to help prevent the duplication of efforts, and encourage smaller nonprofits to work with larger ones to enlarge service areas, and also identify areas where supportive services are needed and not available.

**Discussion:**

The City of Fort Pierce has worked continually to strengthen and create a more robust Consolidated Plan over the past few years. While the City has few internal resources and limited funding, we will continue to work to identify local partners to strengthen and expand opportunities and develop new programs that address the needs of our low and moderate income residents.

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

### Introduction:

The following provides details on program specific requirements for the Community Development Block Grant.

**Community Development Block Grant Program (CDBG)**
**Reference 24 CFR 91.220(l)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **0** |

**Other CDBG Requirements**

| | |
|---|---|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 80.00% |

The City of Fort Pierce will receive $553,298 in CDBG funds and program income for the third year of the 2016-2020 Consolidated Plan. Project administration and planning (20 percent of the total allocation) are excluded from the LMI benefit calculation. The remaining $442,638 will be allocated for program activities outlined in the 2018 Annual Action Plan (AAP). It is estimated that more than 80% of those funds will be used to benefit persons of low and moderate income during the 2018 AAP performance period.

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

**Meeting Date:** 07/16/2018

**Re:** Ordinance 18-022 - Annexation - Peter Angelos - 2850 S. Jenkins Road

**Submitted For:** Rebecca Grohall, Director, Planning & Zoning

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**SUBJECT:**

Legislative Hearing - Ordinance 18-022 annexing property located at 2850 S Jenkins Road. SECOND READING

**SUMMARY:**

- The applicant is requesting a voluntary annexation of property (Parcel ID 2419-332-0002-000-6) located at 2850 S. Jenkins Road.
- The current St. Lucie County Zoning for 2850 S. Jenkins Road is RS-3, Single Family, with a St. Lucie County Future Land Use of RM, Residential Medium.
- Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary. The property is also contiguous to C-3, General Commercial Zoning and GC, General Commercial Future Land Use designations to the west of South Jenkins Road.
- This proposed voluntary annexation is also consistent with F.S. 171.044, whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

**RECOMMENDATION:**

As proposed, the annexation meets the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexation. Planning Staff recommends that the City Commission **approve** the proposed annexation.

**ALTERNATIVES:**

Denial

**RESPONSIBLE STAFF:**

Vennis Gilmore, Planning Analyst

**COORDINATED WITH:**

James Messer, City Attorney
Technical Review Committee

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**Fiscal Impact**

**OTHER INFORMATION:**

N/A

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## Attachments

Staff Report
Ordinance 18-022
Application & Property Record Card
Survey
TRC Comments
Public Notification Certification
Proof of Publication

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 06/28/2018 11:18 AM |

Form Started By: Vennis Gilmore
Started On: 06/20/2018 05:08 PM
Final Approval Date: 07/03/2018

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 Annexation**
**Peter Angelos**
**2850 S. Jenkins Road**

**DATE:** June 20, 2018

## STAFF REPORT

**Owner/Applicant:** William & Peter Angelos
2400 S. Ocean Drive C-332
Fort Pierce, FL. 34949

**Representative:** Kronos LLC
1708 Coconut Drive
Fort Pierce, FL. 34949

**Applicant's Request:** Approval of a Voluntary Application for Annexation for one (1) parcel of land.

**Location:** 2850 S. Jenkins Road

**Parcel ID:** 2419-332-0002-000-6

**Parcel Size:** 6.62 acres

**Current Zoning:** RS-3, Single Family, 3 du/ac (St. Lucie County)

**Current Future Land Use:** RM, Residential Medium, 9 du/ac

**Proposed Zoning:** C-3, General Commercial Zone

**Proposed Future Land Use:** GC, General Commercial

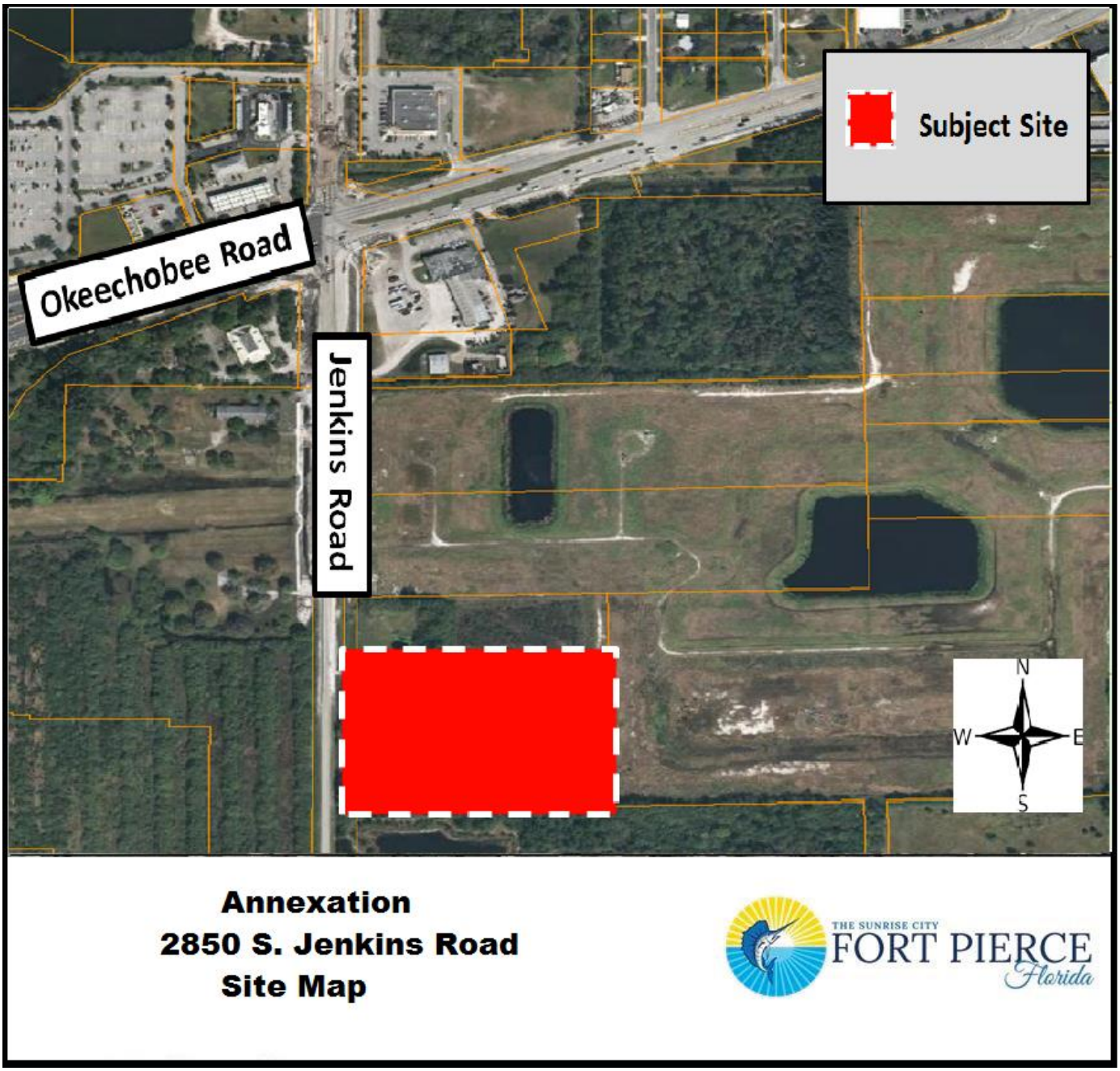
**Surrounding Zoning:**
**Surrounding Future Land Use:**

| North | East | South | West |
|---|---|---|---|
| E-3 | R-4 | R-2 | C-3 |
| RM | RM | RM | GC |

**Staff Analysis:**

***Request***

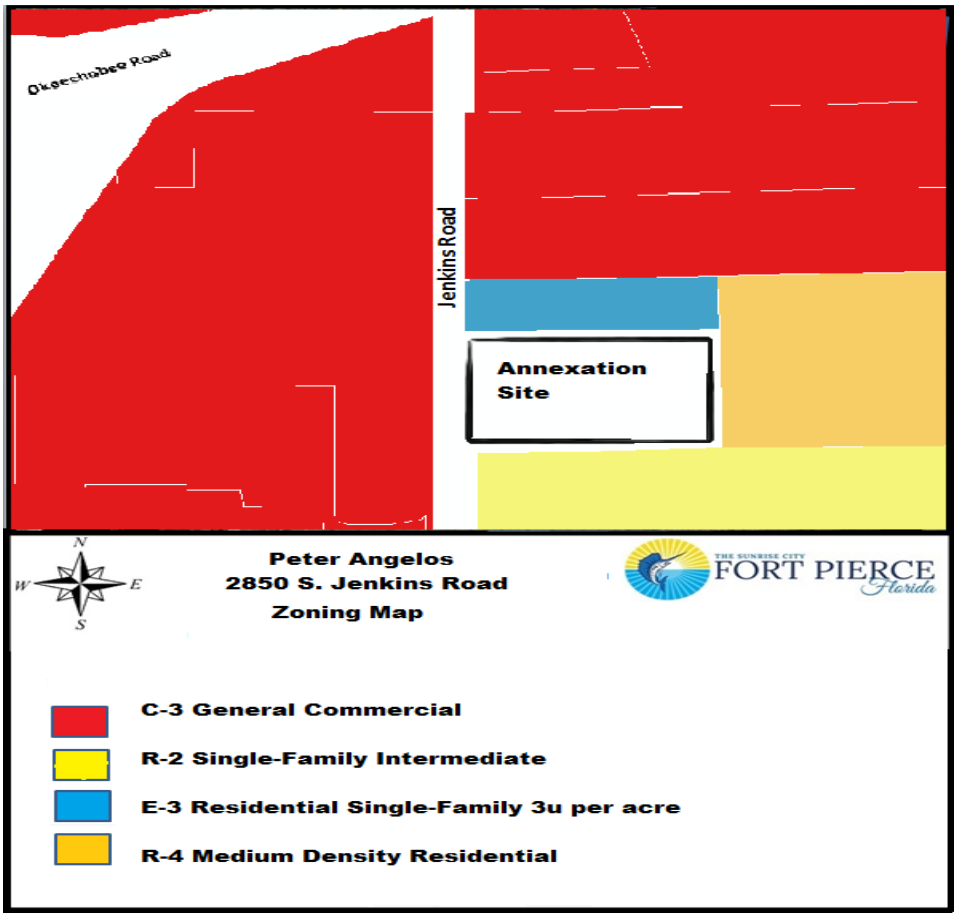
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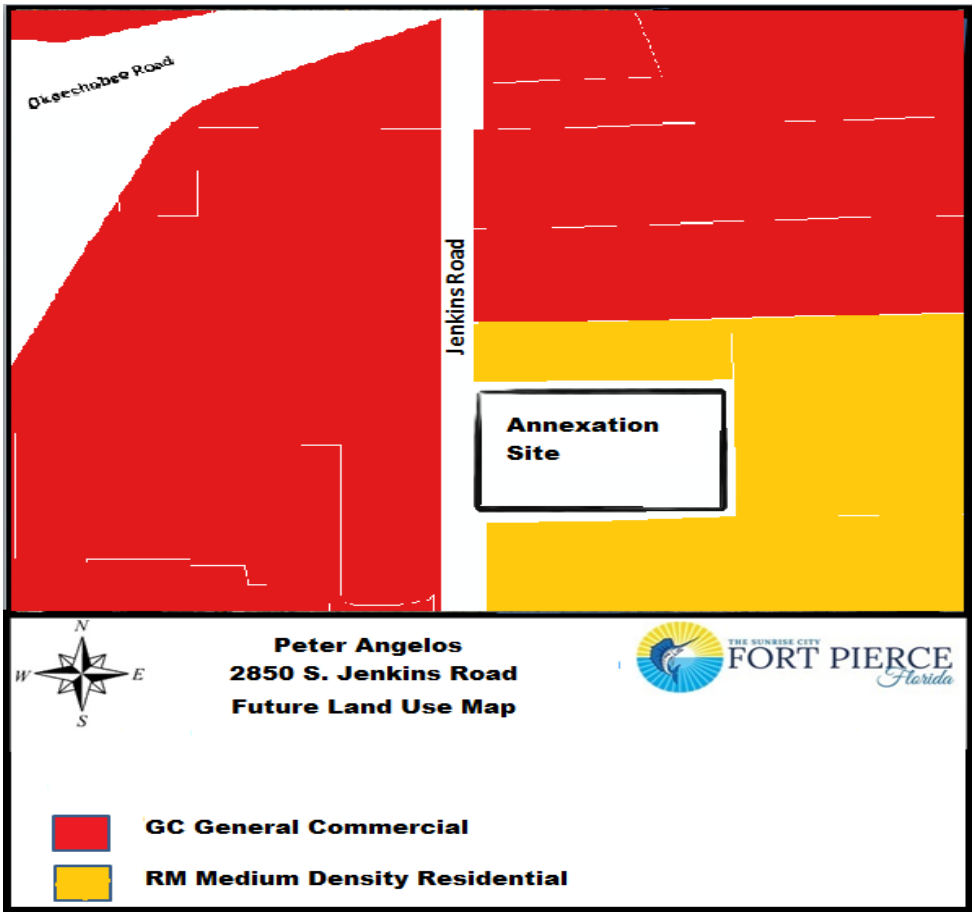


***Background & Project Summary***

The current St. Lucie County Zoning for 2850 S. Jenkins Road is RS-3, Single Family, with a St. Lucie County Future Land Use of RM, Residential Medium. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation will be C-3, General Commercial Zone, and the proposed Future Land Use designation will be GC, General Commercial.

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary. The property is also contiguous to C-3, General Commercial Zoning and GC, General Commercial Future Land Use designations to the west of South Jenkins Road. The property is also within the FPUA service area. Currently, the 6.62 acre subject parcel is the only parcel along South Jenkins Road corridor; between Okeechobee Road and Edwards Road not under the jurisdiction of the City of Fort Pierce. Staff foresees major commercial development along South Jenkins Road in the vicinity of the subject property. The subject property is surrounded by vacant property to the north, east, and west. St. Peter Evangelical Lutheran Church abuts the subject parcel to the south. Currently, the subject property consists of a three (3) bedroom, one (1) full bathroom, 3,163 sq. ft. single-family residence. The applicant plans to use the site as temporary storage for utility vehicles and a staging area for development infrastructure improvements within the area. This proposed voluntary annexation is also consistent with F.S. 171.044, whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.






***Zoning & Future Land Use Designation***

The subject site will have a zoning district classification of C-3, General Commercial Zone. The C-3, General Commercial Zone is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead it should promote concentrations of commercial activities.

The subject site has a future land use designation of GC, General Commercial. The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20% of the total floor area of the General Commercial future land use designation.

***Comprehensive Plan***

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objective and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the Comprehensive Plan: The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;

2. The ability of the City to provide public services at the City's adopted levels of service;

3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and

4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery.

The area where this annexation is taking place has mostly all been annexed into the City of Fort Pierce and the annexation of this property would help to continue eliminating irregularities along the City's boundary in this area. The adoption of this property into the City also helps to provide efficient public services.

The applicant is requesting that the City of Fort Pierce Zoning designation and Future Land Use designation receive City of Fort Pierce commercial designations. The Zoning Designation of C-3, General Commercial Zone, and Future Land Use of GC, General Commercial would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

**Technical Review Committee:**

All affected Departments have reviewed the submittal and provided comments regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan. All comments received are attached for your review.

**Planning Board Recommendation:**

The Planning Board, at their June 12th, 2018 meeting, voted 6-1 to recommend **approval** of the request.

**Staff Recommendation:**

As proposed, the annexation meets the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexation. Planning Staff recommends that the City Commission **approve** the proposed annexation.

**ORDINANCE NO. 18-022**

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2850 S. JENKINS ROAD IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2018; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

**WHEREAS,** in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

**WHEREAS**, the owners have submitted an application petitioning the properties to be annexed to the municipality of the City of Fort Pierce; and

**WHEREAS**, the petition bears the signatures of all owners of property in the area proposed to be annexed; and

**WHEREAS,** the City of Fort Pierce Planning Board, at their June 12th, 2018 meeting, voted to recommend approval of the request; and

**WHEREAS,** in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on April 13th, 2018, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

**WHEREAS**, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on April 13th, 2018, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

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

**SECTION 1.** The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto and incorporated herein; and annexed into the City:

a)

Parcel ID: 2419-332-0002-000-6

THE NORTHWEST ¼ OF SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXPECTING THEREFROM THE NORTH 200 FEET AND ALSO LESS THE WEST 40 FEET FOR JENKINS ROAD RIGHT-OF-WAY.
Said property containing 6.753 acres, more or less.

and further depicted on Exhibit "B", attached hereto and incorporated herein; said property being generally located at 2850 S. Jenkins Road in Fort Pierce, Florida.

**SECTION 2.** That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit A hereof as of January 1, 2018 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

**SECTION 3.** That upon this ordinance becoming effective, the land herein described on Exhibit A and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-3, General Commercial Zone, and assigned a Future Land Use Designation of GC, General Commercial, as depicted on Exhibit "C" attached hereto and incorporated herein.

**SECTION 4**. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

**SECTION 5**. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

**SECTION 6**. 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 7.** All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

**SECTION 8.** 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. 18-022 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Thursday, June 21st, 2018 and Thursday, June 28th, 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 July 2nd, 2018; and was duly introduced, read by title only, and passed on second and final reading July 16th, 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 17th day of July, 2018.

_____
**Linda Hudson**
**MAYOR COMMISSIONER**

ATTEST:

_____
**Linda W. Cox**
**CITY CLERK**

**(CITY SEAL)**

**EXHIBIT A**
Territorial Limits Extension

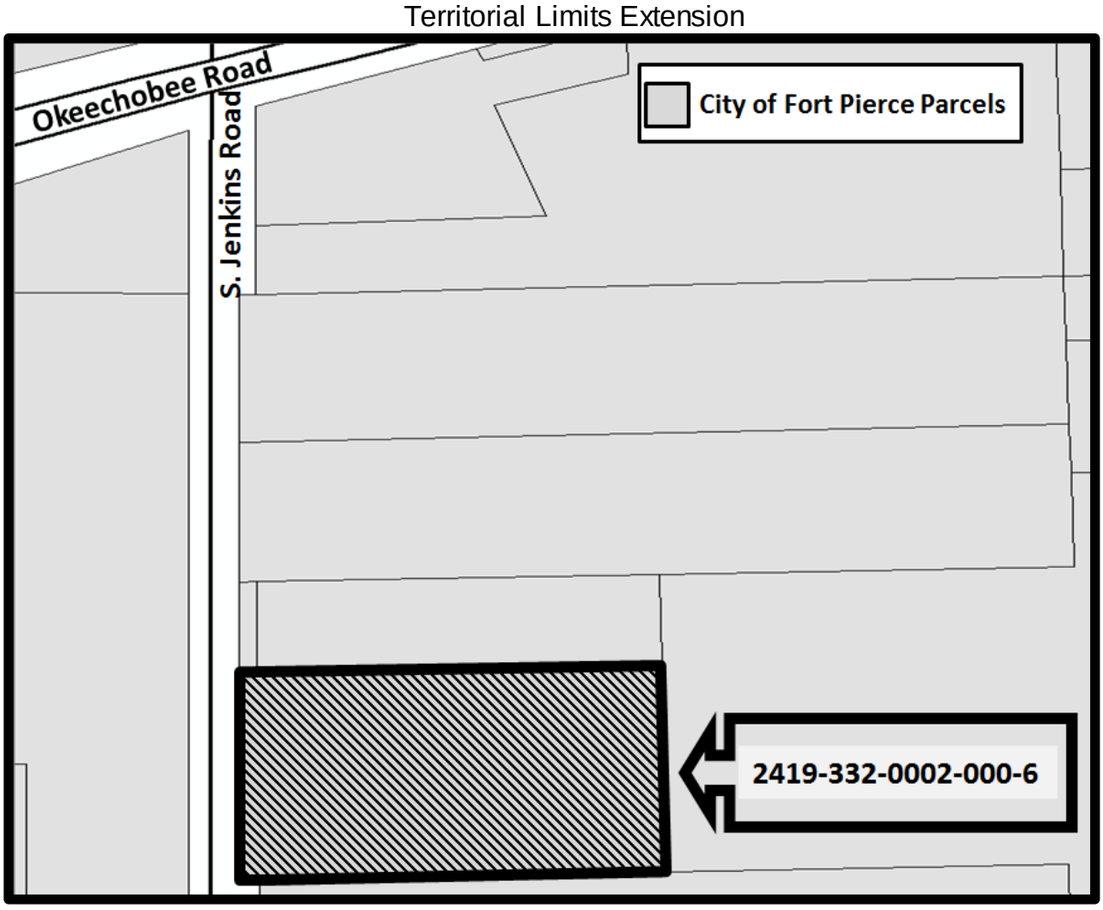
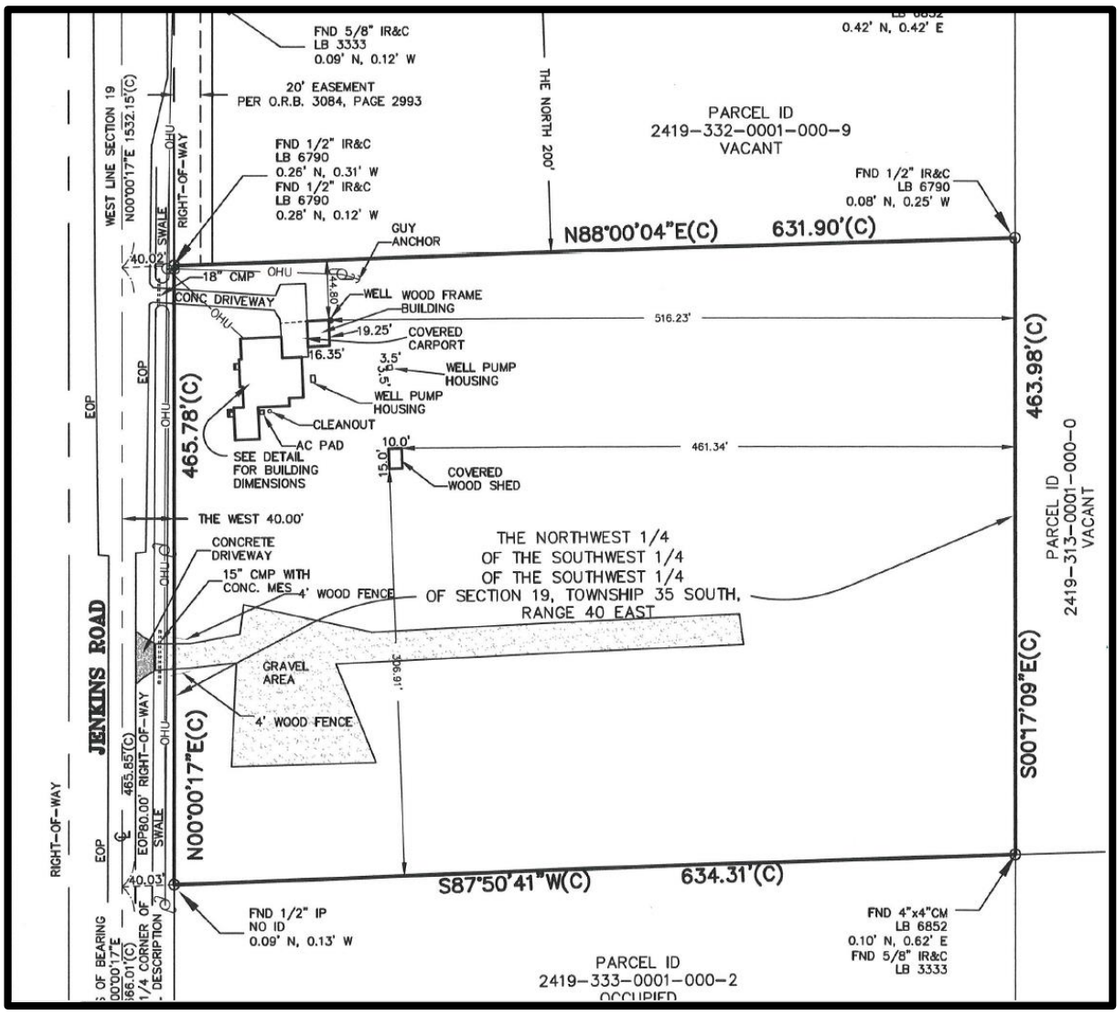


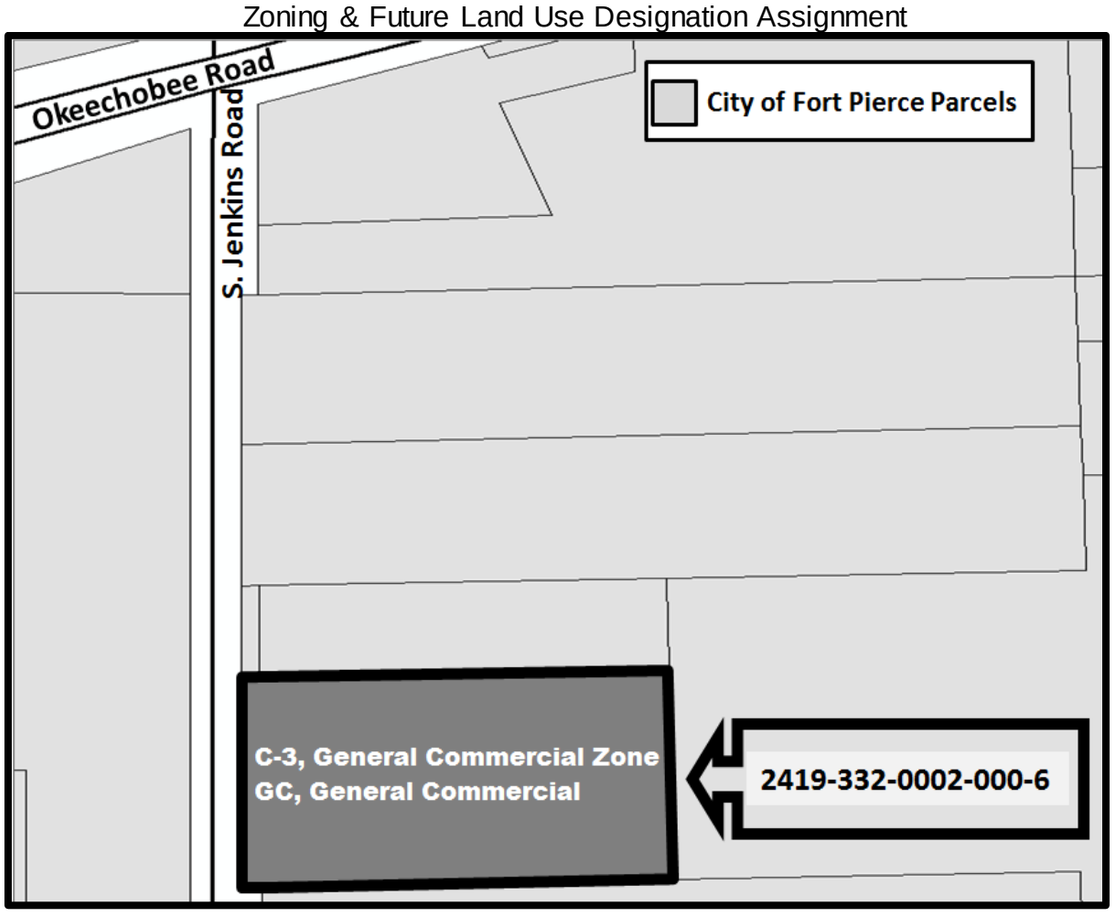
**EXHIBIT B**
Sketch of Subject Property




Said property located at 2850 S. Jenkins Road as recorded in Plat Book 2998 page 1238.

**EXHIBIT C**

Zoning & Future Land Use Designation Assignment




*The property to be annexed is currently zoned RS-3, Single Family, 3 du/ac (St. Lucie County Zoning) with a Future Land Use of RM, Residential Medium, 9 du/ac (St. Lucie County Future Land Use). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-3, General Commercial Zone and have a Future Land Use Designation of GC, General Commercial.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

# APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

**Application submission shall include the following:**

- **TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

**In addition to a complete application, packets shall include:**

- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: 2850 JENKINS RD. FT. PIERCE
2. Legal description of real property for which annexation is being requested:

   _____

   _____

   Property Tax ID: _____
3. Size of described property: _____
4. Project description: TEMPORARY STORAGE FOR UTILITY VEHICLES / STAGING AREA
5. Current St. Lucie County Future Land Use Designation: _____
6. Current St. Lucie County Zoning: _____
7. Is this a Historic property? NO
8. Appraised value: _____
9. Name of Owner(s): WILLIAM & PETER ANGELOS

   Signature of Owner(s): _____

   Mailing Address: 2408 S. OCEAN DR C-332

   City FT. PIERCE State FL Zip 34949

   Phone 772-579-7801 Fax _____

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

## Property Identification

Site Address: 2850 S JENKINS RD
Map ID: 24/19S

Parcel ID: 2419-332-0002-000-6
Zoning: RS-3

Account #: 27360

Use Type: 0100

Sec/Town/Range: 19/35S/40E
Jurisdiction: Saint Lucie County

## Ownership

Kronos LLC
%WM G Angelos
1708 Coconut Dr
Fort Pierce, FL 34949

## Legal Description

19 35 40 NW 1/4 OF SW 1/4 OF SW 1/4-LESS N 200 FT AND LESS W 40 FTFOR RD R/W- (25) (6.62 AC) (OR 2998-1238)

## Current Values

| | | | |
|---|---|---|---|
| Just/Market: | $192,800 | Assessed: | $187,770 |
| Exemptions: | $0 | Taxable: | $187,770 |

## Historical Values 3-year

| Year | Just/Market | Assessed | Exemptions | Taxable |
|---|---|---|---|---|
| 2017 | $192,800 | $187,770 | $0 | $187,770 |
| 2016 | $170,700 | $170,700 | $0 | $170,700 |
| 2015 | $166,600 | $166,600 | $0 | $166,600 |

## Sale History

| Date | Book/Page | Sale Code | Deed | Grantor | Price |
|---|---|---|---|---|---|
| 07-21-2008 | 2998 / 1238 | XX03 | WD | Angelos,Peter G | $100 |
| 12-17-2002 | 1630 / 2909 | XX00 | WD | Wilson,Richard L | $170,000 |
| 03-31-2000 | 1295 / 1469 | XX01 | PR | Wilson (EST),Julia M | $100 |

## Primary Building Information

Finished Area of this building: 2,440 SF
Gross Area of this building: 3,163 SF

View:
Year Built: 1930
Primary Wall: Abs Shingle

Bedrooms: 3
Full Baths: 1
Half Baths: 0

Roof Cover: Fibrglss Shg
Frame:
Story Height: 1 Story

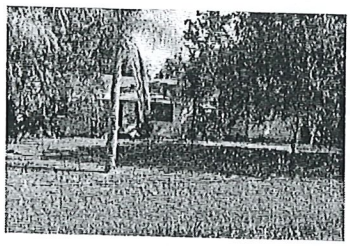
A/C %: 100%
Heated %: 100%
Sprinkled %: N/A%

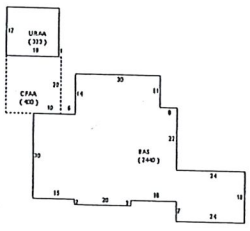
Exterior Data
Roof Structure: Gable
Grade: C+
No. Units: 1

Interior Data
Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC

Building Type: HC+
Effective Year: 1930
Secondary Wall:

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Sing Pine





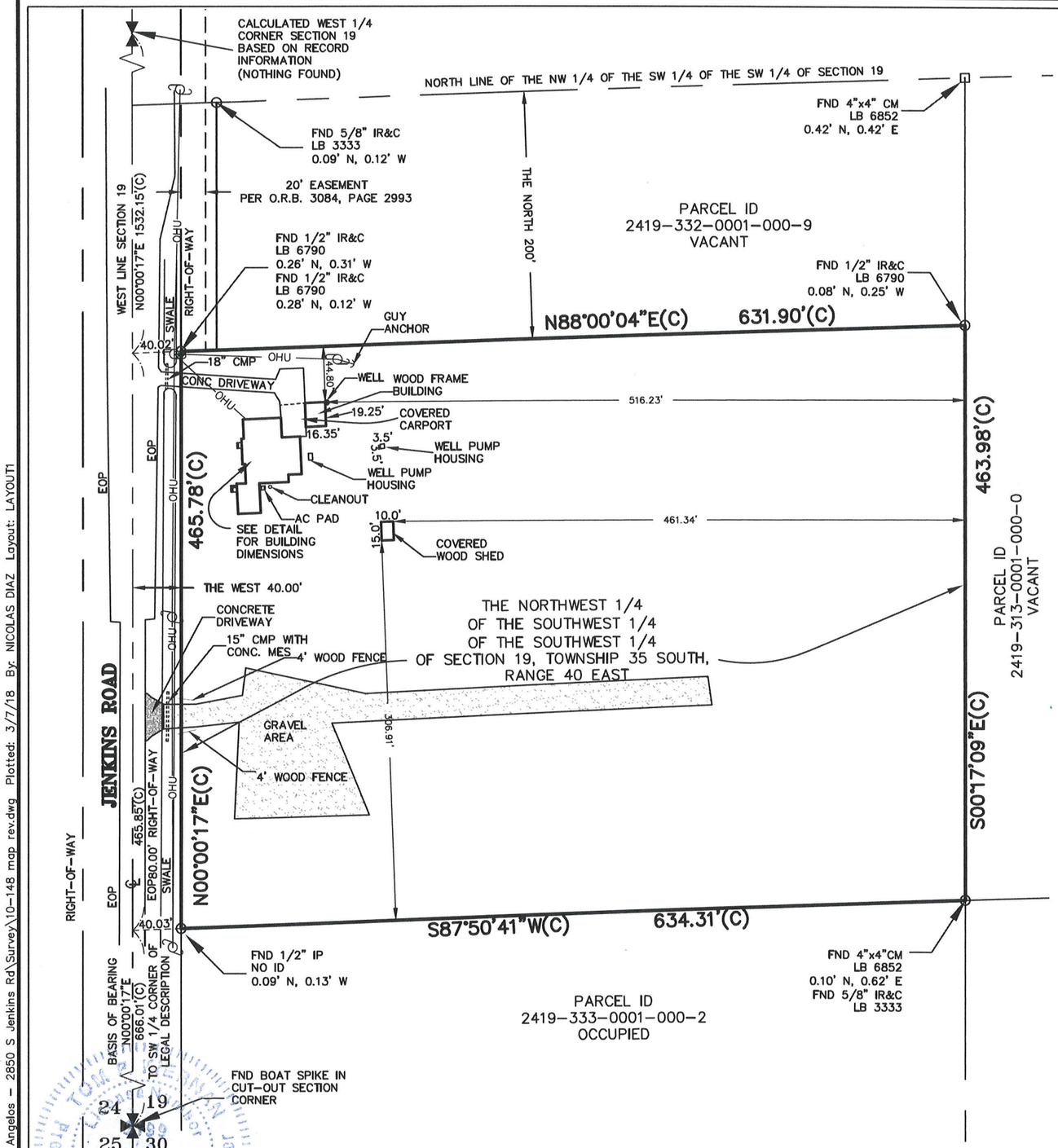
## Total Areas

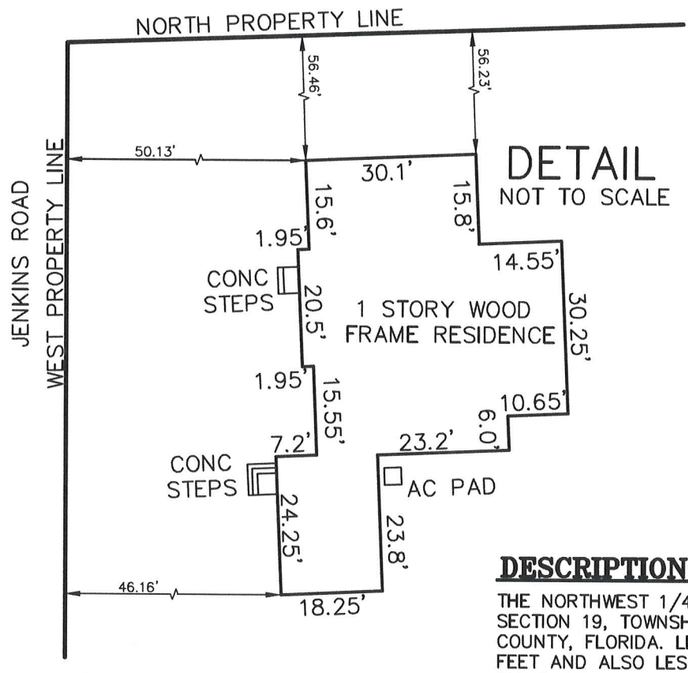
| | |
|---|---|
| Finished/Under Air (SF): | 2,440 |
| Gross Area (SF): | 3,163 |
| Land Size (acres): | 6.62 |
| Land Size (SF): | 288,367.2 |
| Total Building Count: | 1 |

## Special Features and Yard Items

| Type | Qty | Units | Year Blt |
|---|---|---|---|
| Driv-Concret | 1 | 905 | 1960 |

This information is believed to be correct at this time but it is subject to change and is not warranted.
© Copyright 2018 Saint Lucie County Property Appraiser. All rights reserved.




DETAIL
NOT TO SCALE

GRAPHIC SCALE
100 0 50 100
( IN FEET )
1 inch = 100 ft.

## DESCRIPTION:

THE NORTHWEST 1/4 OF SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPTING THEREFROM THE NORTH 200 FEET AND ALSO LESS THE WEST 40 FEET FOR JENKINS ROAD RIGHT-OF-WAY.

## NOTES:

1) REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
2) LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENT'S, DEED RESTRICTIONS, OR MURPHY ACT DEEDS. THIS INFORMATION SHOULD BE OBTAINED THROUGH APPROPRIATE TITLE VERIFICATION.
3) 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.
4) VISIBLE ENCROACHMENTS ARE AS SHOWN.
5). DESCRIPTION FURNISHED BY CLIENT.
6) BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE CENTERLINE OF JENKINS ROAD HAVING A BEARING OF N 00°00'17" E.
7) LANDS SHOWN HEREON LIE WITHIN ZONE X ACCORDING TO THE FLOOD INSURANCE RATE MAP PANEL NO. 12111C0170 F, DATED AUGUST 19, 1991.
8) DATE OF FIELD SURVEY: 8-10-2010
9) SUBJECT PARCEL CONTAINS 6.753 ACRES, MORE OR LESS.

## LEGEND

| | |
|---|---|
| ℄ | DENOTES CENTERLINE |
| IR&C | DENOTES 5/8" IRON ROD & CAP |
| LB | DENOTES LICENSED BUSINESS |
| FND | DENOTES FOUND |
| O.R.B. | DENOTES OFFICIAL RECORDS BOOK |
| P.U.E. | DENOTES PRIVATE UTILITY EASEMENT |
| CONC | DENOTES CONCRETE |
| C.B.S. | DENOTES CONCRETE BLOCK STRUCTURE |
| EOP | DENOTES EDGE OF PAVEMENT |
| CMP | DENOTES CORRUGATED METAL PIPE |
| CM | DENOTES CONCRETE MONUMENT |
| IP | DENOTES IRON PIPE |
| OHU | DENOTES OVERHEAD UTILITIES |
| (C) | DENOTES CALCULATED DATA |
| | DENOTES WOOD POWER POLE |
| MES | DENOTES MITRED END SECTION |

Sheet 1 of 1

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

3/7/18
DATE

REVISED: ADD DRIVEWAY ND 03/07/2018
REVISED: SIGNING SURVEYOR ND 03/07/2018

# BOUNDARY SURVEY
OF
# 2850 JENKINS ROAD
Prepared For
PETER ANGELOS/KRONOS, LLC

File: 10-148map.dwg
Date: 8-10-2010
Tech: GLM

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
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2010\10-148 Angelos - 2850 S Jenkins Rd\Survey\10-148 map rev.dwg Plotted: 3/7/18 By: NICOLAS DIAZ Layout: LAYOUT1

Good afternoon,

Below are FPUA comments regarding the submissions for the TRC meeting on April 19, 2018.

Annexation - Peter Angelos - 2850 Jenkins Road - (Vennis Gilmore)

- W/WW Engineering: Approved
- Electric & Gas Engineering: Approved

Thank you

Regards,

Martha Kerr

*Staff Assistant*

*W/WW Engineering Department*

*Fort Pierce Utilities Authority*

*1701 S. 37th Street*

*Fort Pierce, FL 34947*

*Telephone: (772) 466-1600, Ext. 3473*

*Fax: (772) 468-2414*

*mkerr@fpua.com*

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

**To : Vennis Gilmore, Planning Analyst**

**From : John R. Andrews, P.E., City Engineer**

**Re : Angelos Annexation – 2850 Jenkins Road**
**TRC No. 18-02000002**

**Date : April 6, 2018**

This is to advise you that we have completed the review of the following documents as received by this office on April 6, 2018:

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

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Annexation Request
- [ ] 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\Angelos Annexation\Submittal No. 1 - 040618\Annexation Approval- 040618.docx

**Project: PETER ANGELOS**

Subject: Review Comments
To: Vennis Gilmore
From: Rod Reed, County Surveyor
PW-Engineering Division
Date April 6, 2018

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

**SURVEY:**

1) Please add to the notes. "The expected use of the survey and map is commercial" and "All measurements are in accordance with the United States standard, in feet."
2) Please bold the property boundaries.

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 School District does not have any comments or concerns regarding the request for annexation.

Please feel free to call me if you have any questions.

Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County

cell 772.216.5755

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

# TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

**FROM : Paul Thomas, CBO, CFM, Building Official**

**RE : 2850 Jenkins Rd. – Peter Angelos - Annexation**

**DATE : April 19, 2018**

Building Official has no comment.

PT/km

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

## PUBLIC NOTIFICATION CERTIFICATION

**PROJECT NAME:** Annexation - Peter Angelos Annexation - 2850 S. Jenkins Road

**NOTICES PROVIDED PURSUANT TO:** F.S.S. Section 171.044(2)

**NOTICE BY NEWSPAPER:** June 21st, 2018 and June 28th, 2018

**NOTICE BY MAIL:** N/A

**NOTICE BY SIGNS:** N/A

**VERIFIED BY:** Vennis Gilmore **TITLE:** Planning Analyst

**SIGNATURE:** **DATE:** June 20th, 2018

# Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

## AFFIDAVIT OF PUBLICATION

**STATE OF FLORIDA**
**COUNTY OF ST. LUCIE**

**Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.**

| Customer | Ad Number | Copyline | PO # |
|---|---|---|---|
| 463454 - CITY OF FORT PIERCE (LEGALS) | 2043237 | ANNEX PETER ANGELOS | |

**Pub Dates**
June 17, 2018
June 24, 2018

Sworn to and subscribed before me this day of, June 25, 2018, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

**Karol Kangas** **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

# Immigration crackdown 'diverting' resources from fighting drugs

**Brad Heath**
USA TODAY



**Attorney General Jeff Sessions instructed prosecutors to bring charges against anyone who enters the United States illegally.**

Federal prosecutors warned they were diverting resources from drug-smuggling cases in southern California to handle the flood of immigration charges brought on by the Trump administration's border crackdown, records obtained by USA TODAY show.

Days after Attorney General Jeff Sessions instructed prosecutors to bring charges against anyone who enters the United States illegally, a Justice Department supervisor in San Diego sent an email to border authorities warning that immigration cases "will occupy substantially more of our resources."

He wrote that the U.S. Attorney's Office there was "diverting staff, both support and attorneys, accordingly."

The email, sent by the lawyer who runs the office's major crimes unit, said prosecutors needed to streamline their work on smuggling cases. He said that would mean tight deadlines – sometimes just a few hours to produce reports and recordings – for those that would land in federal court. Going forward, the lawyer, Fred Sheppard, warned, if agents can't meet that high bar, "the case will be declined."

Sessions last month ordered federal prosecutors along the Mexican border to bring criminal charges against every adult caught entering the U.S. illegally, a "zero tolerance" push meant to deter migrants.

Those cases typically are seldom more than symbolic – most of the people who are charged are sentenced to no additional jail time and a $10 fee – but they have served as the legal basis for separating thousands of children from their parents at the border.

The border crackdown has produced a high-speed assembly line of minor cases in federal courts from California to Texas, more than doubling the caseloads there. This month alone, USA TODAY identified more than 4,100 migrants who were charged with minor crimes after crossing into the United States from Mexico.

Kelly Thornton, a spokeswoman for the U.S. Attorney's Office, said in a statement that the Justice Department "has given our district the necessary resources – including 10 additional prosecutor positions plus at least five Department of Defense attorneys – to prosecute all of these crimes." She said the number of smuggling cases prosecuted there is on track to go up this year.

Still, there are signs that border authorities are seeking to prosecute drug smugglers in state courts instead, even though the possible sentences typically are harsher in the federal system.

The District Attorney's office in San Diego said Friday that the number of cases submitted to them by border authorities had more than doubled since the administration started its border crackdown. Spokeswoman Tanya Sierra said Homeland Security agents referred 96 drug cases to the office between May 21 and June 21, compared with 47 over the same period last year.

Most of the cases involved more than two pounds of drugs, Sierra said.

Meanwhile, the number of people charged in federal court has dropped since the start of the administration's zero-tolerance push, said Reuben Cahn, the chief federal public defender in San Diego.

Sheppard's May 18 email warned Homeland Security officials that prosecutors would have fewer resources to deal with "reactive matters," a category that includes cases in which the Border Patrol catches someone smuggling drugs into the United States.

From then on, he said, the Justice Department would agree to bring those cases to federal court only if agents had them wrapped up by 8:30 the next morning. To do that, he said, agents would need to have "finalized" reports signed by their supervisors, two copies of recordings of interviews with the suspect, two copies of surveillance video and a dump of the suspect's cellphone.

He wrote that the change was meant to "streamline" smuggling cases so that prosecutors could resolve immigration cases more quickly.

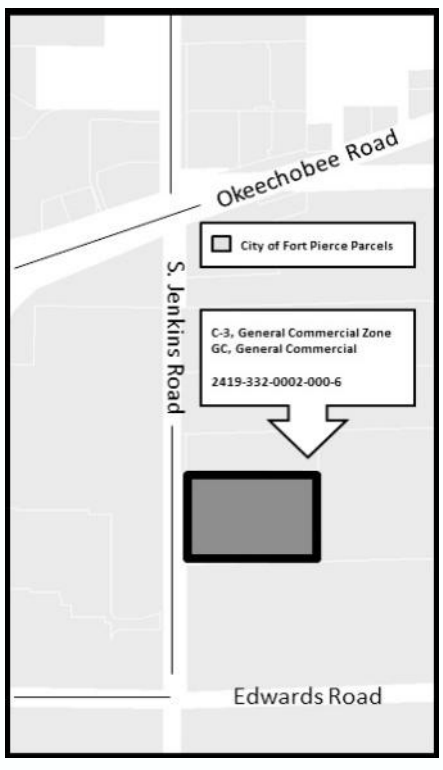
The policy applies only to southern California.

Spokesman for the Department of Homeland Security declined to comment.

## CITY OF FORT PIERCE
## NOTICE OF PUBLIC HEARING
## FOR AN ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings on Monday, July 2nd, 2018 and Monday, July 16th, 2018 in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

**ORDINANCE 18-022 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE 2850 S. JENKINS ROAD IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2018; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**




All interested parties may appear at the meeting and be heard with respect to the annexation. Said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.

/s/ Linda W. Cox, City Clerk

June 17 & 24, 2018 TCN-2043237


# SUDDENLY SLIMMER



**FAT HOPELESS TYPE II DIABETIC LOCAL DOCTOR WHO STRUGGLED WITH LOSING WEIGHT FINALLY FOUND A SOLUTION FOR HIS OWN WEIGHT LOSS AND REVERSED HIS TYPE II DIABETES AND WISHES TO SHARE HIS SOLUTION WITH YOU....**

**ALL OF THIS IN ONLY 3 WEEKS....**

**Dr. Tred - BEFORE**
265 Lbs. and
40 inch waist

**Dr. Tred - AFTER**
225 Lbs. following 3 months of eating better and 36" waist after 12 laser sessions



I lost 10 inches of belly fat in only 9 sessions in 3 weeks. Then I ate less for 3 months and lost 10 pounds a month to finish at a size 36" waist and a lean 225 pounds and I was able to reverse my TYPE II diabetes also!

## Laser lipo revolution is HERE!

**How would you like to lie on your back for 30 minutes 3 times per week for 3 weeks and lose 1-5 inches of measured girth without any strict calorie reduction or excessive exercise?**

What seemed to be a myth and out of reach for most Americans has now become a reality in the form of today's FDA cleared technology called low level laser "red light" lipo machines.

There is no need to subject oneself to the risks associated with surgical interventions like 'lipo suction" abdominoplasty "tummy tucks" or the use of thermal energy such as "fat Freezing" or "hot lasers" anymore.

**The future of spot fat reduction, body sculpting and "laser assisted weight loss" is safe, low level, FDA cleared, laser technology.**

When applied to **EXCESS BODY FAT,** low level laser therapy will produce predictable, consistent, lasting, sustainable inch reduction without pain, without downtime, without rigid food discipline, or strenuous exercise as is so common with traditional weight loss and body sculpting.

Areas like your **BELLY** your sides called **"MUFFIN TOPS"** on women **"LOVE HANDLES"** on men, **BACK FAT, BRA BULGES, THIGHS, CELLULITE IMPROVEMENT, ARMS, CHINS** all can be safely reduced using the low level Laser Lipo.

**My name is Dr Tred Rissacher and I am the owner, developer and a client myself. I personally interview and perform all consultations to ensure you have the most qualified person who understands the laser lipo procedure, who will listen to your needs, will perform a proper medical history and give my best possible recommendation of what you might need to achieve the goals you desire.**

Note: I have been hosting an AM radio talk show on WSTU 1450 called The Slim Body Laser Spa Health and Wellness Show. I can be heard every Tuesday live at 9 am to 10 am and a simulcast every Friday at 9 am to 10 am.

I am located in Stuart at 2311 SE Ocean Boulevard across the street from the "Fresh Market" and can be reached via my website www.SlimBodyLaserSpa.com or my Facebook/ SlimBodyLaserSpa or phone 772-223-5885

Consultations are always free and available Mon – Fri 8-6pm and Saturdays 8-12pm

Sincerely Dr Tred Rissacher

## Actual Clients of Slim Body Laser Spa All results were 9 sessions in 3 weeks.







MENTION THIS FLYER FOR

## One Lipo Laser Session for $49

Regular Fee $311

**Lose 3-9 inches of stubborn Fat in 9 sessions or 3 weeks**

Dr. Tred's Slim Body Laser Spa
LASER ASSISTED WEIGHT LOSS

2311 SE Ocean Blvd., Suite A
**772.223.5885**
www.slimbodylaserspa.com

Dr. Tred J Rissacher DC

TR-SCN0003681-01

**City Commission Regular Meeting** **12.c.**

**Meeting Date:** 07/16/2018

**Re:** Ordinance 18-023 - Mayfair at Lawnwood

**Submitted For:** Rebecca Grohall, Director, Planning & Zoning

---

**SUBJECT:**

(Please continue to August 6, 2018 at the request of the applicant) Legislative Hearing - Ordinance 18-023 - Affirming the Prior Approval for the Planned Development for Mayfair at Lawnwood – 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3 FIRST READING (originally continued from July 2, 2018 Meeting)

**SUMMARY:**

On November 21st, 2016, the City Commission heard the Mayfair at Lawnwood Planned Development (PD) application. The adjacent HOA (Village of Lawnwood) had previously contested the development and at the meeting, both parties proclaimed a resolution. The City Commission approved the PD with the understanding that the resolution between both parties would be memorialized in writing and subsequently become a part of the approving development order, the Ordinance. The agreement was recorded in February of 2018, and the developer also requested and was granted an extension of approval. Wtih the execution of the Ordinance, the PD will have a new expiration date of July 16, 2020. This item now completes the final step, incorporating the agreement into the Ordinance.

**RECOMMENDATION:**

Approval of the Ordinance

**ALTERNATIVES:**

Provide Staff with alternative direction
Deny

**RESPONSIBLE STAFF:**

Rebecca Grohall, AICP

**COORDINATED WITH:**

Jim Messer, City Attorney

---

**Fiscal Impact**

**Budgeted Y/N:** N

**OTHER INFORMATION:**

N/A

---

**Attachments**

City Approval Nov 21 2016

Ordinance No 18-023
Proof of Publication

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Rebecca Grohall | 06/12/2018 04:42 PM |
| City Manager | Rebecca Grohall | 06/21/2018 04:20 PM |
| City Manager | Nick Mimms | 06/28/2018 11:18 AM |

Form Started By: Rebecca Grohall Started On: 06/12/2018 12:09 PM
Final Approval Date: 07/03/2018

THE SUNRISE CITY
FORT PIERCE
Florida
CITY CLERK'S OFFICE

November 29, 2016

NOV 29 2016

Richard Wohlfarth, PE - Associate Director
IBI Group (Florida) Inc.
2300 Maitland Center Parkway-Suite 101
Maitland FL 32751-7410

Dear Mr. Wohlfarth:

At their meeting on Monday, November 21, 2016, the City Commission of the City of Fort Pierce, Florida, approved your request for a Planned Development (PD) Plan generally located at 1801 Nebraska Avenue conditioned on the incorporation of the agreement between the applicant and adjacent properties' HOA being reduced to writing and incorporated into the development order.

If you have any questions, please feel free to contact me or the City Planning Department.

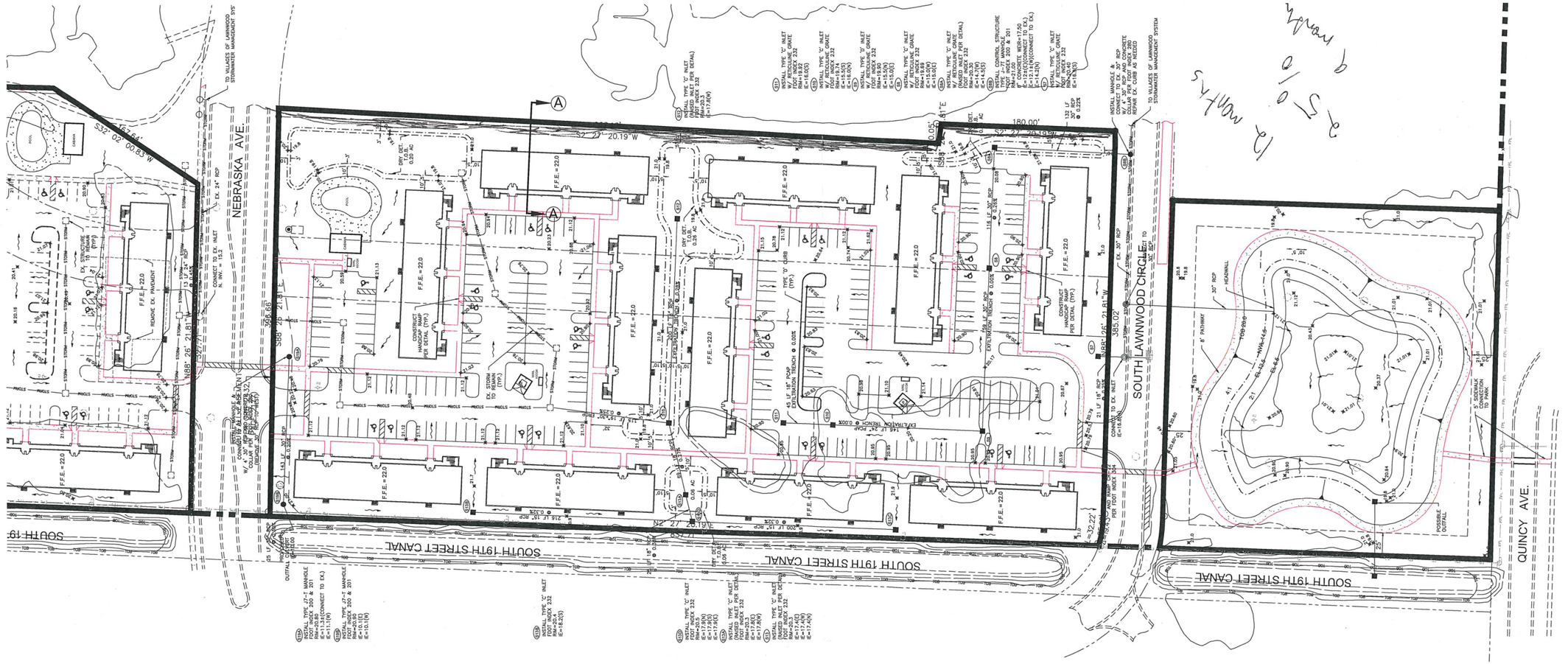
Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Rebecca Grohall, Planning Manager

Mayfair At Lawnwood Reph LLC
780 NW 42nd Ave Ste 300
Miami, FL 33126


NEBRASKA AVE.
SOUTH 19TH STREET CANAL
SOUTH LAWNWOOD CIRCLE
QUINCY AVE.
S32° 02' 00.83"W 157.64'
S88° 26' 21.81"E 396.85'
N88° 26' 21.81"W 385.02'
S2° 27' 20.19"W 180.00'
N2° 27' 20.19"E 657.21'
F.F.E.= 22.0
EXISTING EX. STRUCTURE TO REMAIN (TYP.)
CONSTRUCT HANDICAP RAMP PER DETAIL (TYP.)
DRY DET. 0.8 AC 0.30 AC
DRY DET. 0.26 AC
DRY DET. 0.08 AC
EXFILTRATION TRENCH @ 0.005X
EX. STORM TO REMAIN (TYP.)
TYPE 'D' CURB (TYP.)
CONNECT TO EX. INLET W/ 12" RCP COLLAR PER FDOT INDEX 280 (TYP.)
INSTALL TYPE 'J7-T' MANHOLE PER FDOT INDEX 200 & 201
INSTALL TYPE 'J7-7' MANHOLE PER FDOT INDEX 200 & 201
INSTALL TYPE 'C' INLET PER FDOT INDEX 232
INSTALL TYPE 'D' INLET PER FDOT INDEX 232
INSTALL TYPE 'E' INLET PER FDOT INDEX 232
INSTALL TYPE 'J' INLET PER FDOT INDEX 232
INSTALL CONTROL STRUCTURE TYPE 4-J7 MANHOLE PER FDOT INDEX 201
INSTALL MANHOLE & CONNECT TO EX. 30" RCP W/ 30" RCP COLLAR PER FDOT INDEX 280. REPAIR EX. CURB AS NEEDED
TO VILLAGES OF LAWNWOOD STORMWATER MANAGEMENT SYSTEM
TO VILLAGES OF LAWNWOOD STORMWATER MANAGEMENT SYSTEM
8' PATHWAY
30" RCP HEADWALL
EX. 30" RCP
EX. 24" RCP
EX. 18" RCP
EX. 12" RCP
EX. 6" WM
EX. 8" WM
EX. 16" WM
EX. 4" FM
EX. 8" FM
EX. 12" FM
EX. 6" GAS
EX. 8" GAS
EX. 16" GAS
EX. 4" GAS
EX. 12" GAS
EX. 6" FO
EX. 8" FO
EX. 16" FO
EX. 4" FO
EX. 12" FO
EX. 6" TEL
EX. 8" TEL
EX. 16" TEL
EX. 4" TEL
EX. 12" TEL
EX. 6" ELEC
EX. 8" ELEC
EX. 16" ELEC
EX. 4" ELEC
EX. 12" ELEC
EX. 6" CATV
EX. 8" CATV
EX. 16" CATV
EX. 4" CATV
EX. 12" CATV
EX. 6" SAN
EX. 8" SAN
EX. 16" SAN
EX. 4" SAN
EX. 12" SAN
EX. 6" STORM
EX. 8" STORM
EX. 16" STORM
EX. 4" STORM
EX. 12" STORM
EX. 6" DRAIN
EX. 8" DRAIN
EX. 16" DRAIN
EX. 4" DRAIN
EX. 12" DRAIN
EX. 6" WATER
EX. 8" WATER
EX. 16" WATER
EX. 4" WATER
EX. 12" WATER

**ORDINANCE NO. 18-023**

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AFFIRMING THE PRIOR APPROVAL OF A PLANNED DEVELOPMENT (PD) PLAN MODIFICATION** FOR MAYFAIR AT LAWNWOOD PURSUANT TO SECTION 22-40, PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the City of Fort Pierce land development code provides for regulation of uses allowed in zoning districts established within the City limits;

**WHEREAS,** the City of Fort Pierce land development code sets forth the regulation of Planned Developments in Section 22-40;

**WHEREAS,** the regulation of Planned Developments allows for minor and major modification;

**WHEREAS,** the Planned Development was originally approved in 1982 as a subcomponent of the master Planned Unit Development known as Longwood; and

**WHEREAS,** the Planned Development was subsequently modified in 2005; and

**WHEREAS,** an owner of real property within the City of Fort Pierce has petitioned the City of Fort Pierce to revise the approved Planned Development for the project known as Mayfair at Lawnwood; and

**WHEREAS,** the City of Fort Pierce Planning Board held a public meeting on June 14, 2016, to consider Planned Development amendment and motioned to place the item on the table till July 12, 2016, to allow further discussions between the Applicant and the surrounding residential development Longwood of Fort Pierce Homeowner's Association, Inc (Longwood); and

**WHEREAS,** the Applicant worked to schedule several meetings with the Longwood representatives; bringing forth a new revised plan; and

**WHEREAS,** the Applicant continued to the August 9, 2016 meeting of the Planning Board and motioned to place the item on the table until September 13, 2016, to allow further discussions between the Applicant and the surrounding residential development Longwood of Fort Pierce Homeowner's Association, Inc. (Longwood); and

**WHEREAS,** the City of Fort Pierce Planning Board held a public meeting on September 13, 2016, to consider the Planned Development and the Planning Board voted 8-2 to recommend disapproval of the application; and

**WHEREAS,** the City Commission held a duly noticed and advertised public hearing on October 17, 2016, to consider the land development code amendment and after closing the public hearing, motioned to continue the meeting to November 21, 2016; and

**WHEREAS,** the City Commission heard the conclusion of this item at November 21, 2016, meeting and a motion was made to approve the Planned Development with the Condition that the written agreement between the Applicant and Longwood be incorporated into a final development order; and

**WHEREAS,** the written agreement between the Applicant and Longwood has been completed and recorded by Joseph E. Smith, Clerk of the Circuit Court, in the records of St. Lucie County OR Book 4094, Pages 2679-2708; and

**WHEREAS**, the proposed amendment to the Planned Development has been reviewed in accordance with the City's Land Development Code; and

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

**SECTION 1.** From and after the effective date hereof, the following properties legally described as:

**Parcel IDs** 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3:

Being a parcels of land lying in St. Lucie County, Florida, being more particularly described as follows; LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT INT NLI NEBRASKA AV AND E LI S 19 ST (CANAL), TH N 1 25 E ALG E LI OF SD S 19 ST 582.85 TO S R/W LI OF N LAWNWOOD CIR, TH ELY ALG SD S R/W ON A CURVE CONCAVE SLY, DELTA 20 21 26, R OF 1189.24, ARC DIST 422.54, TH S 01 25 01 W 375.70 FT,TH S 30 59 45 W 183.44 FT TO N R/W LI NEBRASKA AV,TH N 89 28 42 W 327.66 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (5.43 AC) (OR 3116-1904);

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG INT S R/W NEBRASKA AV AND E R/W S 19 ST (CANAL),TH RUN S 01 25 00 W ALG SD E R/W 837.73 FT TO N R/W OF S LAWNWOOD CIR, TH ELY ALG SD N R/W ON A CURVE CONC NLY DELTA 19 25 59, R OF 95 FT, ARC DIST 32.22 FT,TH S 89 28 42 E 385.02 FT,TH N 01 25 00 E 180 FT,TH N 89 28 42 W 20.04 FT,TH N 01 25 00 E 663.12 FT TO S R/W NEBRASKA AV,TH N 89 28 42 W ALG SD S R/W 395.42 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (7.75 AC) (OR 3116-1904); and

LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT PT OF INT OF E LI OF S 19 ST CANAL AND LI DESC IN OR 83-343,TH CONT ELY ALG SD LI DESC IN OR 83-343 350 FT,TH N 01 25 E 330.54 FT TO S LI S LAWNWOOD CIR,TH WLY ON S R/W 350.17 FT,TH SLY 334 FT TO POB (2.69 AC) (OR 3116-1904)

and further depicted on Exhibit "A", attached hereto and incorporated herein, shall be and the same are hereby known as the PD, Planned Development (PD-Mayfair); said properties being generally located at 1801 Nebraska Avenue in Fort Pierce, Florida.

**SECTION 2**. The Development Plan for the subject Planned Development as depicted on Exhibit B, subject to the conditions set forth in Exhibit C, both of which are attached hereto and incorporated herein by reference, be and the same are hereby approved, and shall serve as the Development Plan associated with the subject Planned Development. The written agreement between the Applicant and Longwood be incorporated into a final development order is attached as Exhibit D.

**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 of ordinances in conflict herewith are and the same shall be repealed and shall no further force of effect whatsoever.

**SECTION 5.** This Ordinance is and the same shall become effective immediately upon final passage.

**SECTION 6.** This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer
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.18-023 was duly advertised by title only in the St. Lucie News Tribune on June17, 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 July 2nd, 2018; and was duly introduced, read by title only, and passed on second and final reading July 16th, 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 16th day of July, 2018.

_____
Linda Hudson
Mayor Commissioner

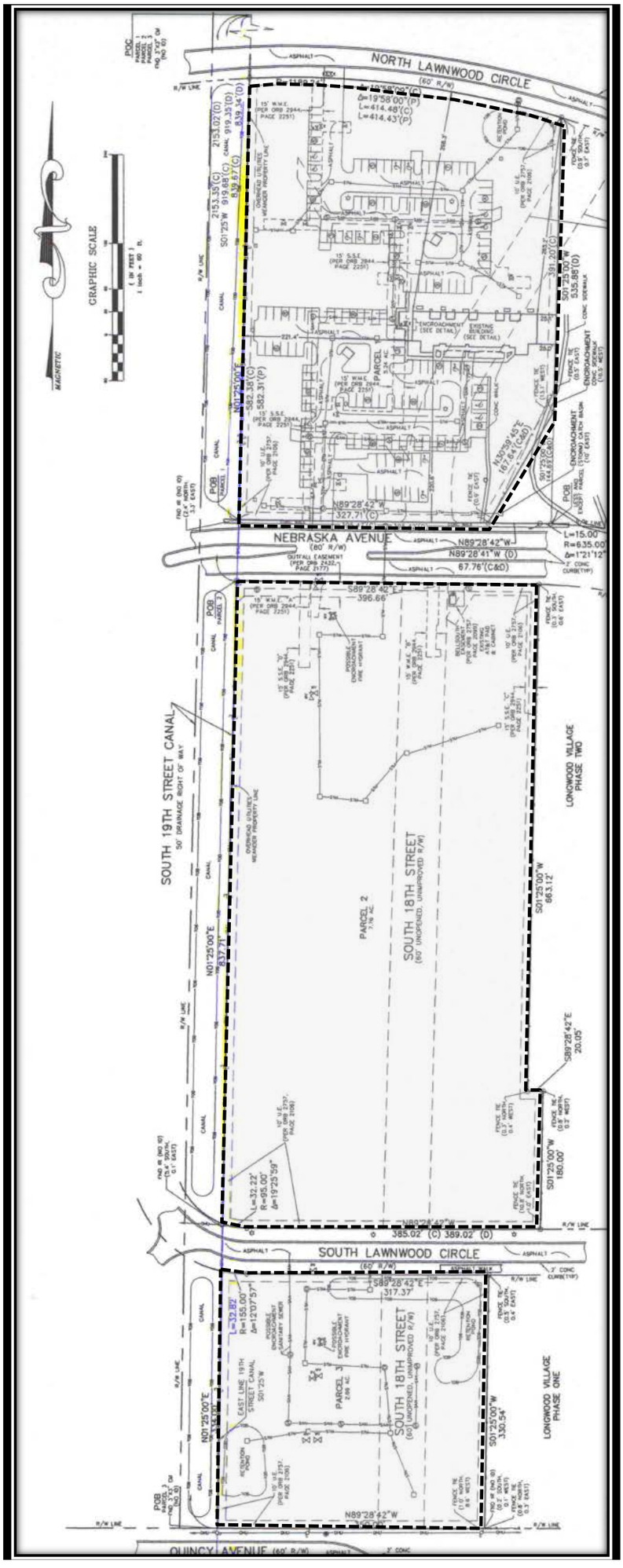
ATTEST:

_____
Linda W. Cox
City Clerk

(City Seal)

## EXHIBIT A

### Sketch and Legal Description of Subject Property



**Legal Description of Subject Property**

**Parcel IDs**: 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3:

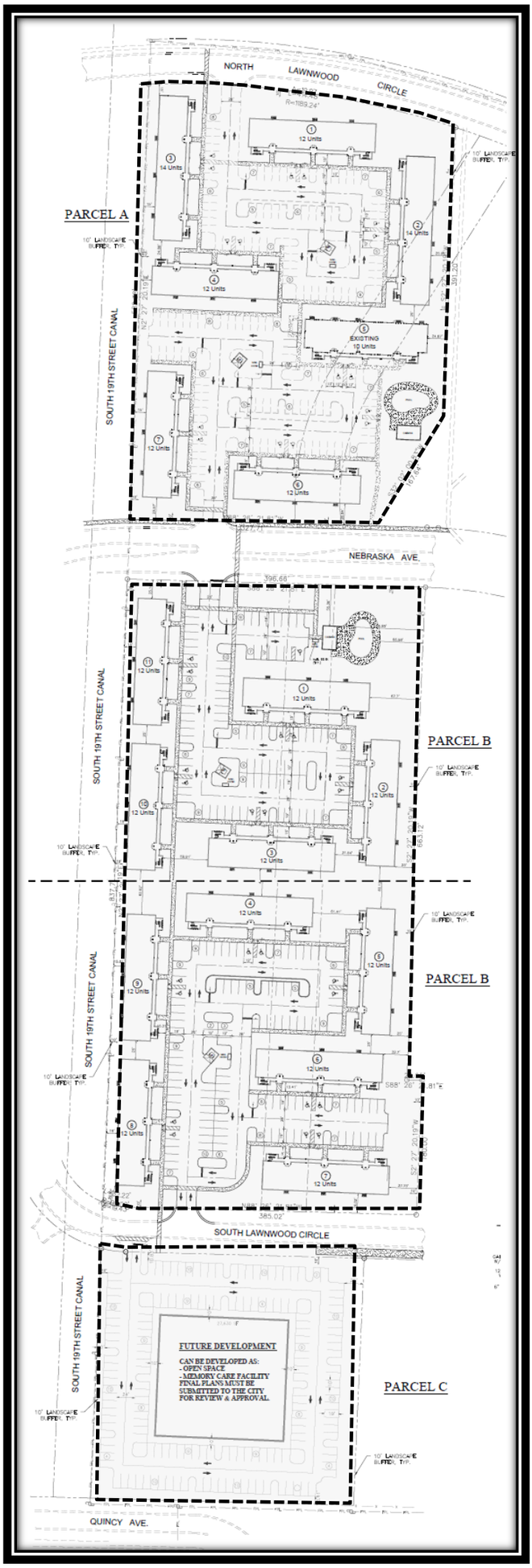
Being a parcels of land lying in St. Lucie County, Florida, being more particularly described as follows; LAWNWOOD ADDN THAT PART OF LAWNWOOD ADDN MPDAF: BEG AT INT NLI NEBRASKA AV AND E LI S 19 ST (CANAL), TH N 1 25 E ALG E LI OF SD S 19 ST 582.85 TO S R/W LI OF N LAWNWOOD CIR, TH ELY ALG SD S R/W ON A CURVE CONCAVE SLY, DELTA 20 21 26, R OF 1189.24, ARC DIST 422.54, TH S 01 25 01 W 375.70 FT,TH S 30 59 45 W 183.44 FT TO N R/W LI NEBRASKA AV,TH N 89 28 42 W 327.66 FT TO POB INCL VAC STS AND ALLEYS AS IN OR 265-675 (5.43 AC) (OR 3116-1904);

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## EXHIBIT B

### Development Plan



# EXHIBIT B







| | Parcel A | Parcel B | Parcel C | Total |
|---|---|---|---|---|
| Gross Area | 5.24 | 7.76 | 2.66 | 15.66 |
| # of Buildings | 7 | 11 | 0 | 18 |
| 1 BR | 40 | 66 | 0 | 106 |
| 2 BR | 42 | 66 | 0 | 108 |
| 3BR | 4 | | | 4 |
| | 86 | 132 | 0 | 218 |
| | 16.41 | 17.01 | 0.00 | 13.92 |
| Required Parking | | | | |
| 1.5 Spaces Per Unit | 129 | 198 | 0 | 327 |
| Provided | 151 | 224 | 0 | 375 |
| Parking Ratio | 1.76 | 1.70 | 0.00 | 1.72 |

The property has a zoning of PUD and an overall density of 13.86
The underlying Land Use is Medium with a 6.5 to 12 DU/Acre.
There is a bonus program for 5 additonal units for a total of 17.
The site should qualify for the total bonus.

**Existing and Proposed Land Use Tables**

The following is a Land Use Table of the existing and the proposed design criteria for the PD:

**Land Use Table**

| Parcel ID | Acreage |
|---|---|
| 2416-504-0199-000-1 | 5.35 acres |
| 2416-504-0199-050-6 | 7.75 acres |
| 2416-504-0199-200-3 | 2.69 acres |
| Total | 15.8 acres **15.66 acres Surveyed** |
| Existing Land Use | RM – Residential Medium |
| Proposed Land Use | RM – Residential Medium |
| Existing Zoning | PUD /PD |
| Proposed Zoning | PUD /PD |
| Adjacent Zoning | |
| North | R-4 |
| South | OS-1 |
| East | PUD /PD |
| West | C-1 |
| FEMA Firm | 12111C0187J |
| Flood Zone | X |

| | Existing | Proposed |
|---|---|---|
| Maximum Building Height | 3 Story (35 Feet) | Residential 2 Story (24 Ft.)<br>Commercial 3 Story (35 Ft)*<br>*(Subject to Further Approval) |
| Property Set-back | | |
| North | | 15 Feet |
| South | | 15 Feet |
| East | | 25 Feet |
| West | | 15 Feet |
| Building Separation | 25 Feet | 25 Feet |
| Open Space | 20% | 25% (Min.) |
| Parking | | |
| Required | 1.5 Spaces per unit (345) | 1.5 Spaces per Unit (327) |
| Provided | | 1.71 Spaces per Unit (373) |
| HC Parking | | |
| Required | | 2% (8) |
| Provided | | 11 %( 44) |

## EXHIBIT C

### Conditions of Approval

1) The property owner and/or applicant secure the necessary authorization and/or easements to complete the proposed off-site sidewalk connections;

2) The applicant adjusts the Site Plan to reflect the prospective enlargement of the central amenity structure.

3) The development of the southern parcel as a forty (40) unit ACLF/Memory Care facility is subject to the review and approval of a design review application pursuant to City Code Section 22-59. - Design subject to consideration by the Planning Board and City Commission.

4) The written agreement between the Applicant (Mayfair) and the adjacent HOA (Longwood) is incorporated into the Ordinance.

**EXHIBIT D**

**Agreement for Development Order between
Mayfair at Lawnwood REPH LLC and
Longwood of Fort Pierce Homeowner's Association, Inc.**

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4398854 OR BOOK 4094 PAGE 2679, Recorded 02/07/2018 11:04:30 AM

This instrument prepared by, and
Upon recording return to:

David B. Earle, Esquire
Ross Earle Bonan & Ensor, P.A.
P.O. Box 2401
Stuart, FL 34995

**Agreement for Development Order**
**between**
**Mayfair at Lawnwood REPH LLC ("Mayfair") and**
**Longwood of Ft. Pierce Homeowners Association, Inc. ("Longwood")**

The Parties, Mayfair at Lawnwood REPH LLC, a Florida limited liability company ("Mayfair) with a mailing address at 780 N.W. 42nd Avenue, Miami, Florida 33126, and Longwood of Ft. Pierce Homeowners Association, Inc., a Florida not-for-profit corporation ("Association") with a mailing address at 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 (collectively referred to the "Parties") hereby enter into this Agreement for Development Order ("Agreement"); and

**WHEREAS,** Mayfair has applied for a Development Order from the City of Ft. Pierce ("City") for the real property more particularly described in Exhibit "B" ("Mayfair Property"); and

**WHEREAS,** the Association is a Florida Homeowners Association organized pursuant to Chapters 617 and 720, Florida Statutes, for the purpose of operating and managing that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Longwood Village, recorded in Official Record Book 408, Page 635, Public Records of St. Lucie County, Florida, as amended from time to time ("Longwood Property"); and

**WHEREAS,** the Association has raised several objections to the Mayfair Development Order application; and

**WHEREAS,** the Parties have reached an agreement with regard to the development of the Mayfair Property, as set forth below;

**NOW THEREFORE,** in consideration of the exchange of promises and other good and valuable consideration, acknowledged by each party as received and accepted, the Parties agree as follows:

1. All the recitals above and below are true, correct and shall be incorporated into this Agreement and the Development Order.

2. This Agreement provides for the construction of no more than 218 rental units in the project on the north and middle parcels of the Mayfair Property as depicted on Exhibit "A." Such units shall be developed substantially in accordance with the Plan attached as Exhibit "A". The Association agrees to the Development Order as applied for by Mayfair and supports the same, subject to the terms and conditions set forth herein.

3. The southern parcel of the Mayfair Property ("South Parcel") shall be improved by Mayfair at Mayfair's sole cost with (i) a lake or water retention basin as shown on the plans approved by City of Fort Pierce ("Plans") as depicted on Exhibit "D"; (ii) the enlargement of the existing discharge weir and/or opening; (iii) connection of the existing drainage to the new lake; and (iv) the connection of new lake or water retention basin to the South 19th Street Canal, all as more

particularly described and detailed in Exhibit "D" (collectively, "Improvements"). Within sixty (60) days after completion of such Improvements as certified by a licensed engineer or architect acceptable to the Parties, the South Parcel shall be conveyed by special warranty deed ("Deed") to the Association, free and clear of monetary liens but subject to a use restriction of the South Parcel as part of the water management system benefitting both the Longwood Property and the Mayfair Property ("Water Management System"). The Association shall assume all obligations for ad valorem taxes relating to the Improvements and the South Parcel prorated for the year of closing and then solely thereafter. Mayfair shall be responsible to pay the design and permitting costs of the Improvements and any documentary stamp or transfer taxes and recording costs for the Deed (collectively, "Mayfair Costs").

4. All obligations of Mayfair and the Association under this Agreement are contingent upon the receipt of approvals from South Florida Water Management District, and the City of Fort Pierce, as applicable, and/or any other agency from which a permit shall be required (collectively, "Lake Permit") for the construction of the Improvements. The obligations of Mayfair and the Association under this Agreement are subject to the City's approval of a density transfer sufficient to allow for a residential community and related amenities consisting of up to 218 units to be constructed on the northern and middle parcels of the Mayfair Property. At least 50% of the constructed units shall be two or three bedroom units, each with a minimum square footage of 997 square feet, and no more than 50% of the constructed units shall be one bedroom units, each with a minimum of 806 square feet (collectively, "Project").

5. Mayfair will apply for the Lake Permit prior to the commencement of any construction of the Project. Mayfair shall be permitted to commence construction of up to two buildings of the Project following the application for the Lake Permit. Subject to having obtained the Lake Permit, Mayfair shall commence the construction of the Improvements no later than 18 months after the date of execution of the Development Order by the City ("DO Approval"). Mayfair shall proceed diligently and complete the construction of the Improvements no later than 2 years from DO Approval. Mayfair will expend up to $100,000.00, which Mayfair reasonably believes is sufficient to complete the Improvements and to pay the Mayfair Costs. In the event that a portion of the said $100,000.00 is not used for construction of the Improvements and the Mayfair Costs, then the remainder of the funds shall be used to enhance the South Parcel with landscaping and other amenities agreed upon by the Parties. In the event the Mayfair Costs exceed $100,000.00, Mayfair shall be responsible to pay such excess; provided however, Mayfair shall be entitled to recover any economic benefit of any fill removed from the Lake.

6. The Parties agree that the Project units may be rental units provided that the minimum initial lease term for all units shall be twelve (12) months. Thereafter, up to twenty-five percent (25%) of the units may be leased for a term of no less than nine (9) months (and the remaining seventy-five percent (75%) of the units will continue to be subject to a twelve (12) month minimum lease term).

7. The Shared Use Agreement attached as Exhibit "C" will be amended within sixty (60) days from the effective date of this Agreement. The amended Shared Use Agreement will acknowledge that, in consideration for and upon completion of the Improvements and conveyance of the South Parcel as described in paragraphs 3, 4 and 5 above, Mayfair will no longer owe the Association any contribution for Shared Costs accruing through December 31, 2017. Commencing January 1, 2018, Mayfair and the Association will each be responsible for fifty percent (50%) of the Shared

Costs of maintaining the Water Management System (and such Shared Costs shall include, but not be limited to, routine maintenance, repair, replacement and capital reserves for same).

8. Mayfair will construct the sidewalks on the west side of the Mayfair Property as detailed in the Development Order.

9. Mayfair will construct concrete walls, on the eastern portion of the north and middle parcels of the Mayfair Property. Mayfair is not obligated to construct any wall bordering the South Parcel. The north and middle parcel walls shall be constructed at the start of vertical construction on each respective parcel, provided, however that both walls shall be completed no later than 2 years from DO Approval, regardless of whether vertical construction has commenced on either or both parcels.

10. This Agreement represents a compromise and a settlement of disputed claims.

11. Mayfair and Longwood acknowledge that each has had the opportunity to consult with such professionals, experts, and legal counsel of their choice as either may have desired with respect to the matters set forth herein.

12. Each party has participated fully in the negotiation and preparation of this Agreement and each party has carefully reviewed this Agreement and is entering into the same freely. Accordingly, this Agreement shall not be more strictly construed against either party.

13. Each party represents and warrants each signatory hereto has the full power and authority to enter into this Agreement.

14. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

15. This Agreement may be executed in one or more counterparts, each of which shall be a duplicate original, but a complete set of which taken together shall constitute one and the same instrument. Either of the parties hereto may execute this Agreement by signing any such counterpart or counterparts. Electronically mailed digital copies and/or faxed copies shall be deemed originals for all purposes, including enforcement.

16. If any obligation cannot be performed or completed at or within the time specified in this Agreement for any reason beyond the control of the obligor that is recognized as an excuse to timely performance under the laws of the State of Florida, the time for performance or completion shall be extended as necessary.

17. Should any provision of this Agreement, for any reason and to any extent, be determined invalid or unenforceable, the remainder hereof shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Florida law.

18. This Agreement shall be recorded in the official records of Saint Lucie County and shall constitute covenants running with the land against the Longwood Property and the Mayfair Property.

19. Any and all disputes, claims and controversies arising out of, or relating to, this Agreement (including, but not limited to, the breach or validity thereof) shall be settled in a court of competent jurisdiction located in St. Lucie County, Florida. The parties consent to such venue and jurisdiction and waive any claims that such venue is an inconvenient forum. The parties may seek all remedies for any breach of this Agreement to which either may be entitled in law or equity. The prevailing party in any action that is brought to enforce this Agreement shall be entitled to the recovery of reasonable attorney's and paralegals' fees and costs, including

bankruptcy and appellate fees and costs, earned and incurred as a result thereof, in addition to any award and/or decision entered in connection therewith.

20. No modification of this Agreement shall be valid or effective unless in writing and signed by the Parties.

21. This Agreement is binding upon and inures to the benefit of each Party, and/or its successors and assigns.

**ALL SIGNATURES ON FOLLOWING PAGES**

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the 18th day of January, 2018.

**WITNESSES:**

Printed Name: Joseph Mussa

Printed Name: Myrna Llera

**MAYFAIR AT LAWNWOOD REPH LLC,**
a Florida limited liability company

By: REPH Management, Inc., a Florida corporation, its Manager

By:
Name: Carlos Sandino
Title: Vice President

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was subscribed to and acknowledged before me this 18th day of January, 2018, by Carlos Sandino as Vice President of REPH Management, Inc., a Florida corporation, on behalf of the corporation as Manager of MAYFAIR AT LAWNWOOD REPH LLC, a Florida limited liability company, in such capacity on behalf of the company, and who ☒ is personally known to me or ☐ has produced _____ as identification.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: [NOTARIAL SEAL]

[signatures continue]

CONCHA M. RODRIGUEZ
Notary Public – State of Florida
Commission # GG 075179
My Comm. Expires Feb 22, 2021
Bonded through National Notary Assn.

**WITNESSES:**

Printed Name: Bobbye Lee Wilson

Printed Name: Lucinda Collett

**LONGWOOD OF FT. PIERCE HOMEOWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: James H Griffiths
Name: James H Griffiths
Title: Vice President

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was subscribed to and acknowledged before me this 22 day of January, 2018, by James H Griffiths, as Vice President of Longwood of Ft. Pierce Homeowners Association, Inc., a Florida not-for-profit corporation, in such capacity on behalf of the corporation, and who ☑ is personally known to me, or ☐ has produced _____ as identification.

Glynndolyn Hepworth
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:
7/16/21

[NOTARIAL SEAL]

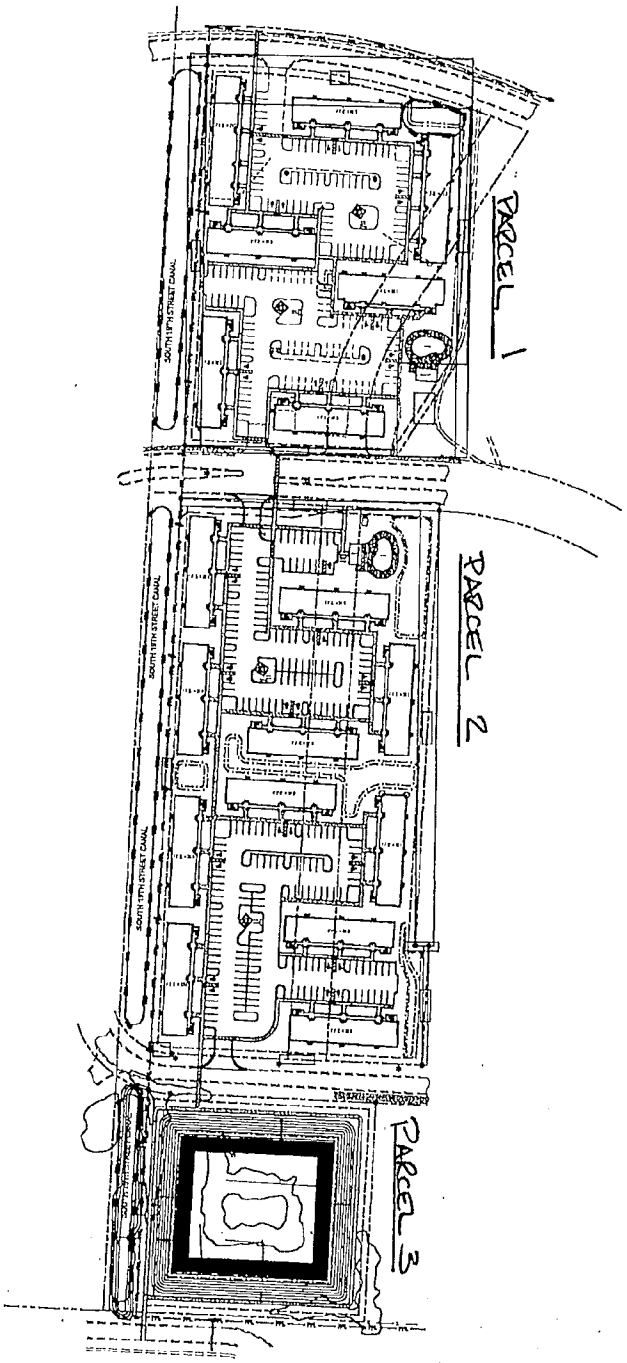
Notary Public State of Florida
Glynndolyn Hepworth
My Commission GG 119398
Expires 07/16/2021

| | |
|---|---|
| Exhibit A | Plan for 218 Rental Units and Lake |
| Exhibit B | Legal Description for the North, Middle and Southern Parcels |
| Exhibit C | Shared Cost Agreement |
| Exhibit D | Plan of the proposed improvements to the Southern Parcel |

EXHIBIT A

Plan for 218 Rental Units and Lake

[see attached]




WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
245 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FL 32714
(407) 750-3123

OVERALL SITE PLAN

MAYFAIR
FORT PIERCE, FL

| SCALE | DATE | SHEET |
|---|---|---|
| 1" = --' | 10/25/2017 | EX-01 |
| PROJECT | REVISION | |
| --- | --- | |

EXHIBIT B

Legal Description for the North, Middle and Southern Parcels

[see attached]

LEGAL DESCRIPTION

PARCEL 1:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA. BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31 OF SAID LAWNWOOD ADDITION SUBDIVISION, THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 839.34 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 582.38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1189.24 FEET, AN ARC DISTANCE OF 414.43 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 82°58'44" EAST AND A CHORD DISTANCE OF 412.34 FEET. THE LAST DESCRIBED COURSE BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE NORTH; THENCE RUN SOUTH 01°25' WEST PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE SOUTH 19TH STREET CANAL, 535.88 FEET TOTHE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE; THENCE RUN WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 635 FEET, AN ARC DISTANCE OF 15.00 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF NORTH 88°48'06" WEST AND A CHORD DISTANCE OF 15.00 FEET; THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 395.42 FEET TO THE POINT OF BEGINNING. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE.

LESS AND EXCEPT:

PART OF LAWNWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET. SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE; 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET. THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'40", AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTION CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHYWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805 94 FEET; THROUGH CENTRAL ANGLE OF 26°'51'20", AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 50°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE. THENCE RUN NORTH 39°18'41" WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST THROUGH A CENTRAL ANGLE OF 48°48'48", HAVING AN ARC LENGTH OF 540.99 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL. THENCE, CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THROUGH A CENTRAL ANGLE OF 01°21'12", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°28'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NESRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH 30°59'45" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 167.64 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 144.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES, MORE OR LESS.

PARCEL 2:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 919.35 FEET TO THE POINT OF BEGINNING (P.O.B.), THENCE RUN SOUTH 89°28'42" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NEBRASKA AVENUE. SAID LINE BEING PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, A DISTANCE OF 396.67 FEET; THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 663.12 FEET THENCE RUN SOUTH 89°28'42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 20.05 FEET, THENCE RUN SOUTH 01°25' WEST, PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL 180.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH, THENCE RUN NORTH 89°28'42" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 389.02 FEET TO A POINT OF CURVATURE OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 95 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'59", AN ARC DISTANCE OF 32.22 FEET TO THE EAST LINE OF THE SOUTH 19TH STREET CANAL. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE NORTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN NORTH 01°25' EAST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 837.71 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PART OF LAWNWOOD ADDITION SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING GEOMETRICALLY DESCRIBED AS FOLLOWS:

COMMENCE (P.O.C) AT THE SOUTHWEST CORNER OF A 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH BLOCK 31, OF SAID LAWNWOOD ADDITION SUBDIVISION. THENCE RUN SOUTH 01°25' WEST, ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL RIGHT-OF-WAY, 2153.02 FEET TO THE POINT OF BEGINNING (P.O.B.), THENCE RUN NORTH 01°25' EAST ALONG THE EAST LINE OF THE SOUTH 19TH STREET CANAL 334.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 155 FEET, THROUGH A CENTRAL ANGLE OF 12°07'54", AN ARC DISTANCE OF 32.82 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING OF SOUTH 83°24'42" EAST AND A CHORD DISTANCE OF 32.76 FEET. THENCE RUN SOUTH 89°28"42" EAST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 317.37 FEET. THE LAST TWO (2) DESCRIBED COURSES BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE RUN SOUTH 01°25' WEST. PARALLEL WITH THE EAST LINE OF THE SOUTH 19TH STREET CANAL, 330.54 FEET TO THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE; THENCE RUN NORTH 89°28'42" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF QUINCY AVENUE, 350 FEET TO THE POINT OF BEGINNING.

SAID PARCELS (1-3) CONTAIN 15.66 ACRES, MORE OR LESS (15.52 NET ACRES).

EXHIBIT C

Shared Cost Agreement

[see attached]

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2905109 OR BOOK 2624 PAGE 765, Recorded 07/31/2006 at 02:24 PM

Prepared by and Return to:

Joel D. Kopelman, Esq.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
200 E. Broward Blvd., Suite 1500
Fort Lauderdale, FL 33301

## FIRST AMENDMENT TO SHARED COST AGREEMENT

THIS FIRST AMENDMENT TO SHARED COST AGREEMENT ("First Amendment") is made as of the 29 day of March, 2006, by and between LONGWOOD OF FT. PIERCE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, whose address is 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 (the "Association") and MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, ("Mayfair") whose address is 6400 Congress Avenue, Suite 2000, Boca Raton, Florida 33487.

WITNESSETH

WHEREAS, the Association and Mayfair entered into that certain Shared Cost Agreement dated October 26, 2005, and recorded in Official Records Book 2432, Page 2160 of the Public Records of Saint Lucie County, Florida (the "Agreement").

WHEREAS, the parties hereinto are desirous of amending the Agreement to correct the legal description attached thereto as Exhibit A.

NOW, THEREFORE, in consideration of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

2. Exhibit "A" attached to the Agreement is hereby deleted and replaced with Exhibit "A" attached to this Amendment.

3. Except as amended by this by this Amendment, the Agreement shall remain in full force and effect.

[Signatures to follow on next page]

In witness whereof, the undersigned have executed this First Amendment as of the day and year above first written.

Signed, sealed and delivered
in the presence of :

Witnesses:

Signature
Elmer McGee
Print Name

Sharon E. Oreod
Signature
Sharon E. Oreod
Print Name

LONGWOOD OF FT. PIERCE
HOMEOWNER'S ASSOCIATION,
INC., a Florida corporation not-for -profit

By:
Name: SCOTT T. LENTZ
Title: Vice President
Date: 3/29/06

STATE OF FLORIDA )
) ss:
COUNTY OF MARTIN )

I HEREBY CERTIFY that on this 29th day of MARCH, 2006, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by SCOTT LENTZ as VICE PRESIDENT of LONGWOOD OF FT PIERCE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of said corporation. He/She is personally known to me ~~or has produced as identification.~~

Notary Public State of Florida
Kathryn Richter
My Commission DD448732
Expires 06/30/2009

Notary Public
KATHRYN RICHTER
Print name of Notary Public

My Commission expires:

Signed, sealed and delivered
in the presence of:

Signature
Judy Wieder
Print Name

Signature
Liliane Perez
Print Name

MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership

By: OHC MANAGEMENT, INC.
a Florida corporation, its general partner

By: Mark Levy as Pres.
Print Name: Mark Levy
Title: President
Date: 3/10/06

STATE OF FLORIDA )
) ss:
COUNTY OF Palm Beach )

I HEREBY CERTIFY that on this 10th day of March, 2006, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Mark Levy as President of OHC MANAGEMENT, INC, a Florida corporation, general partner of MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, on behalf of said partnership. He/She is personally known to me or has produced _____ as identification.

ELEANOR I. MERRIWEATHER
MY COMMISSION # DD317075
EXPIRES: May 06, 2008
1-800-NOTARY Fl. Notary Discount Assoc. Co.

Notary Public
Eleanor I. Merriweather
Print name of Notary Public

My Commission expires:

# Exhibit "A"

Parcel 1: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31 of said Lawnwood Addition Subdivision, thence run South 01°25' West, along the East line of the South 19th Street Canal Right-Of-Way, 839.34 feet to the point of beginning (P.O.B.); thence run North 01°25' East along the East line of the South 19th Street Canal Right-of-Way, 582.38 feet to the South Right-Of-Way line of Lawnwood Circle North; thence run Southeasterly along a curve concave to the Southwest having a radius of 1189.24 feet, an arc distance of 414.43 feet, said curve having a chord bearing of South 82°58'44" East, and a chord distance of 412.34 feet, the last described course being along the Southerly Right-Of-Way line of Lawnwood Circle North; thence run South 01°25' West parallel with the East Right-Of-Way line of the South 19th Street Canal, 535.88 feet to the Northerly Right-Of-Way line of Nebraska Avenue; thence run Westerly along a curve concave to the South having a radius of 635 feet, an arc distance of 15.00 feet to a point of tangency, said curve having a chord bearing of North 88°48'06" West and a chord distance of 15.00 feet; thence run North 89°28'42" West, parallel with the North Right-Of-Way line of Quincy Avenue, 395.42 feet to the point of beginning, the last two (2) described courses being along the Northerly Right-Of-Way line of Nebraska Avenue, less and except the following described real property:

PART OF LAWNWWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET, SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE, 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'40", AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTIONED CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805.94 FEET; THROUGH A CENTRAL ANGLE OF 26°51'20", AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 50°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE, THENCE RUN NORTH 39°18'41" WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 48°48'48", HAVING AN ARC LENGTH OF 540.99 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THOUGH A CENTRAL ANGLE OF 1°21'12", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°28'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NEBRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH 30°59'45" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 167.64 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 144.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

Parcel 2: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South 01°25' West, along the East line of the South 19th Street Canal Right-Of-Way, 919.35 feet to the point of beginning (P.O.B.); thence run South 89°28'42" East, along the Southerly Right-Of-Way line of Nebraska Avenue, said line being parallel with the North Right-Of-Way line of Quincy Avenue, a distance of 396.67 feet; thence run South 1°25' West, parallel with the East line of the South 19th Street Canal, 663.12 feet; thence run South 89°28'42" East, parallel with the North Right-Of-Way line of Quincy Avenue, 20.05 feet; thence run South 1°25' West, parallel with the East line of the South 19th Street Canal 180.00 feet to the North Right-Of-Way line of Lawnwood Circle South; thence run North 89°28'42" West, parallel with the North Right-Of-Way line of Quincy Avenue, 385.02 feet to a point of curvature of a curve to the Northeast having a radius of 95 feet; thence run Northwesterly along said curve through a central angle of 19°25'59, an arc distance of 32.22 feet to the east line of the South 19th Street Canal, the last two (2) described courses being along the North Right-Of-Way line of Lawnwood Circle South; thence run North 01°25' East, along the East line of the South 19th Street Canal, 837.71 feet to the point of beginning.

Parcel 3: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South 01°25' West, along the East line of the South 19th Street Canal Right-Of-Way, 2153.02 feet to the point of beginning (P.O.B.); thence run North 01°25' East along the East line of the South 19th Street Canal 334.00 Feet to the South Right-Of-Way line of Lawnwood Circle South; thence run Southeasterly along a curve concave to the Northeast having a radius of 155 feet, through a central angle of 12°07'54", an arc distance of 32.82 feet to a point of tangency, said curve having a chord bearing of South 83°24'45" East and a chord distance of 32.76 feet; thence run South 89°28'42" East, parallel with the North Right-Of-Way line of Quincy Avenue, 317.37 feet, the last two (2) described courses being along the Southerly Right-Of-Way line of Lawnwood Circle South; thence run South 01°25' West, parallel with the East line of the South 19th Street Canal, 330.54 feet to the North Right-Of-Way line of Quincy Avenue; thence run North 89°28'42" West, along the North Right-Of-Way line of Quincy Avenue, 350 feet to the point of beginning.

Prepared by: Return to:

Joel D. Kopelman, Esq.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
200 E. Broward Blvd., Suite 1500
Fort Lauderdale, FL 33301

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2758418 12/08/2005 at 11:13 AM
OR BOOK 2432 PAGE 2160 - 2169 Doc Type: AGR
RECORDING: $66.50
D DOC STAMP COLLECTION: $0.70

# SHARED COST AGREEMENT

THIS SHARED COST AGREEMENT ("Agreement") is made of the 26th day of October, 2005, by and between LONGWOOD OF FT. PIERCE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, whose address is 1505 Nebraska Avenue, Ft. Pierce, Florida 34950 (the "Association") and MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, ("Mayfair").

## WITNESSETH

WHEREAS, the Association has been created to administer property encumbered by the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Longwood Village Phases, I, II and 3-A as recorded in Official Records Book 1673, Page 2014 of the Public Records of St. Lucie County, Florida (the "Declaration");

WHEREAS, the property encumbered by the Declaration includes two (2) ponds (the "Ponds") used for storm water quality treatment, attenuation, water storage, flowage and such other purposes (the "Pond Purposes) required by and pursuant to South Florida Water Management District Standard General Environmental Resource Permit No. 56-00463-S for Villages of Longwood (AKA Longwood Village) permit amended or modified from time to time (the "Permit") issued by the South Florida Water Management District (the "District") and which Ponds, as part of the surface water management system, are also to be used for the aforesaid purposes for properties other than the property encumbered by the Declaration; and

WHEREAS, the real property described in Exhibit "A" attached hereto and made a part hereof (the " Mayfair Property") pursuant to permit(s) issued by the District is to have its storm water surface management system connect to drainage lines and facilities so that the Ponds will also service the Mayfair Property for the Pond Purposes; and

WHEREAS, the Association acknowledges that the surface water management system for the Mayfair Property (pursuant to a District permit issued or to be issued to the owner of the Mayfair Property) is to connect to the Association's surface water management system ("Association System") to discharge surface and storm water from the Mayfair Property into the Association System which includes, but is not limited to the Ponds to allow the Ponds to service the Mayfair Property for the Pond Purposes; and

WHEREAS, the Association and Mayfair are desirous of establishing the basis upon which the costs with respect to the maintenance and repair of the Ponds as shall be required by the District and the Permit issued by the District, are to be shared.

NOW, THEREFORE, in consideration of Ten ($10.00) Dollars and other good and valuable consideration each to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct or are incorporated herein by reference.

2. Maintenance. Pursuant to the Permit issued by the District, the Ponds are the obligation of the Association to maintain for Pond Purposes. The Ponds shall be maintained in accordance with the Permit issued by the District for the benefit of the property administered by the Association, the Mayfair Property and any other property as required by the Permit issued by the District.

3. Grant. In furtherance of the purposes of this Agreement, Association hereby grants the owner of the Mayfair Property a perpetual non-exclusive easement to connect to the Association System and discharge surface water and storm water from the Mayfair Property through the Association System and drainage pipes and facilities that are a part thereof for the Pond Purposes and for such other purposes as shall be required by the Permit governing the Association System.

4. Common Costs. For the purposes of this Agreement, the term "Common Costs" shall mean the cost and expense incurred by or on behalf of the Association with respect to the maintenance of the Ponds as part of the Association System. The Association and the owner of the Mayfair Property shall each be responsible for one-half (½) of the Common Costs. The Association shall bill Mayfair for its share of the Common Costs. Mayfair shall be obligated to pay its share of the Common Costs on an annual basis, in advance. The initial budget for the Common Costs in the amount of Two Thousand Five Hundred ($2,500.00) Dollars is attached to this Agreement as Exhibit "B" ("Initial Budget") and the Initial Budget shall commence in the calendar year in which a declaration of condominium or declaration of covenants, restrictions and easements is recorded with respect to all or a portion of the Mayfair Property, and shall be prorated for a portion of a calendar year. No later than October 31st of each calendar year during the term of this Agreement after the first calendar year in which the owner of the Mayfair Property is obligated to pay its share of the Common Costs, the Association shall prepare

a budget for the Common Costs and submit same to the owner of the Mayfair Property. If the increase in the budget for Common Costs for the calendar year is not more than Two Hundred Fifty ($250.00) Dollars greater than the prior year's budget for Common Costs, then the approval of the budget by the owner of the Mayfair Property shall not be required; provided, however, notwithstanding that approval by the owner of the Mayfair Property is not required, Association shall with the applicable budget provide to the owner of the Mayfair Property copies of document(s) that support and evidence the basis for the increase in the Common Costs. In the event that the budget for Common Costs for the applicable calendar year is more than Two Hundred Fifty ($250.00) Dollars greater than the budget for Common Costs for the preceding calendar year, then such budget shall first be approved by the owner of the Mayfair Property; provided, however, that such approval shall not be unreasonably withheld. The owner of the Mayfair Property shall have a period of thirty (30) calendar days from the receipt of the applicable budget to approve or disapprove same, where such right of approval or disapproval is applicable. In this regard, in the event that the owner of the Mayfair Property has the right to approve or disapprove of the budget, and if such approval or disapproval is not provided to the Association within the aforesaid thirty (30) day period, the budget shall be deemed approved by the owner of the Mayfair Property. Within forty five (45) days after the end of each calendar year, Association shall provide to the owner of the Mayfair Property, written evidence of the actual expenditures for the maintenance of the Ponds, and reasonable back up information if requested by the owner of the Mayfair Property. If the actual expenditures for the Common Costs are less than the amount budgeted for the applicable calendar year, the overpayment by owner of the Mayfair Property shall be credited to the portion of the Common Costs due from the owner of the Mayfair Property for the following calendar year, or refunded to the owner of the Mayfair Property if the owner of the Mayfair Property has already funded its share of the Common Costs for the following calendar year.

5. Decisions. All decisions regarding the maintenance of the Ponds and the expenditure of monies for Common Costs shall be made by the Association; provided however, that the Ponds shall be maintained by the Association in accordance with requirements of the District. If the Association fails to maintain the ponds in accordance with the standards established by the District, the owner of the Mayfair Property shall have the right, but not the obligation, to perform such maintenance and seek payment from the Association for its share of the Common Costs resulting therefrom, in this respect, the owner of the Mayfair Property is hereby granted such easements as are reasonably necessary to accomplish such maintenance should the Association fail to perform the required maintenance with respect to the Ponds.

6. Failure to pay. If either party fails to pay its portion of the Common Costs, then the other party shall have the right, but not the obligation, to pay the share of the defaulting party, and shall be owed immediate reimbursement from the defaulting party, plus interest at the highest rate permitted by law, plus reasonable costs and attorney's fees incurred and collecting such sums.

7. Successor's and Assigns. This Agreement shall be binding on the successors and assigns of each party.

8. Covenants running with the land. The terms in this Agreement shall be deemed a covenant running with the Mayfair Property and the property encumbered by the Declaration. If the Mayfair Property is transferred to another owner, the obligation to pay its share of Common Costs shall become the obligation of the subsequent owner of the Mayfair Property, and the prior owner, shall be relieved of all responsibility for payment of Common Costs, except for any past due Common Costs as of the date of the conveyance of the Mayfair Property. Notwithstanding the foregoing, in the event that the Mayfair Property is subjected to a declaration of condominium or a declaration of covenants, restrictions and easements which is administered, by a condominium association or homeowner's association, as applicable, the payment of the share of Common Costs due from the owner of the Mayfair Property shall be the obligation of the condominium association or homeowner's association formed to govern and administer the Mayfair Property, and such condominium association or homeowner's association, as applicable, shall for the purposes of this Agreement be deemed the owner of the Mayfair Property.

9. Duration. This Agreement shall be effective and remain in effect as long as surface and storm water from the Mayfair Property is or is to be discharged into the Association System pursuant to the requirements of the Association's Permit or the applicable District permit issued or to be issued (pursuant to an application therefor) with respect to the Mayfair Property or is otherwise being discharged into the Association System.

10. Notices. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

To Association:
Longwood of Ft. Pierce Homeowner's Association, Inc.
Attention: President
1505 Nebraska Avenue
Fort Pierce, Florida 34950

To Mayfair
Mayfair at Lawnwood, LLLP
Attention: Mr. Mark Levy
6400 Congress Avenue
Suite 2000
Boca Raton, Florida 33487
Phone: (561) 999-1860
Fax: (561) 988-9490

unless the address is changed by the party by like notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notice, requests or demands or other communications referred to in this Agreement may be sent by telecopier, federal express or other method of delivery, but shall be deemed to have been given only when received.

11. Law. This Agreement shall be governed by the laws of the State of Florida.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

13. Legal Proceedings. The parties further agree that in the event it becomes necessary for any party to litigate in order to enforce its respective rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to recover reasonably attorneys' and paralegal fees and the costs of such litigation, through and including all trial and appellate litigation. The venue for any litigation under this Agreement shall be in St. Lucie County, Florida.

14. Non-terminable Agreement. No breach of the provision of this Agreement shall entitle any party Owner of any other party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

15. Recording. This Agreement shall be recorded in the public records of St. Lucie County, Florida.

16. Construction. This Agreement is the product of negotiation between the parties hereto and the parties agree that this Agreement shall not be more harshly construed against either party.

17. Entire Agreement and Amendments. This Agreement, together with all exhibits attached hereto or referred to herein, contain all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. This Agreement may only be modified or amended upon the written consent of the Association and the owner of the Mayfair Property.

[Signatures to follow on next page]

In witness whereof, the undersigned have executed this Agreement as of the day and year above first written.

Signed, sealed and delivered
in the presence of:

Witnesses:

Sharon Orend
Signature
Sharon Orend
Print Name

Elmer McCue
Signature
Elmer McCue
Print Name

LONGWOOD OF FT. PIERCE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit

By: Scott Lentz
Name: Scott T. Lentz
Title: President
Date:

STATE OF FLORIDA )
) ss:
COUNTY OF ST. LUCIE )

I HEREBY CERTIFY that on this 26th day of October, 2005, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by SCOTT T LENTZ as PRESIDENT of LONGWOOD OF FT PIERCE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.

Linda J. Gaskill
Notary Public
LINDA J GASKILL
Print name of Notary Public

Linda J Gaskill
My Commission DD202774
Expires May 06, 2007

My Commission expires:

FTL:1530922:6

Signed, sealed and delivered
in the presence of:

Signature
Eleanor J. Merriweather
Print Name

Signature
REGINA PAOLLA
Print Name

MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership

By: OHC MANAGEMENT, INC.
a Florida corporation, its
general partner

By: Mark Levy
Name: Marc Levy
Title: President
Date: 10/21/05

STATE OF FLORIDA )
) ss:
COUNTY OF Palm Beach )

I HEREBY CERTIFY that on this 21st day of October, 2005, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Mark Levy as President of OHC MANAGEMENT, INC, a Florida corporation, general partner of MAYFAIR AT LAWNWOOD, LLLP, a Florida limited liability limited partnership, on behalf of said partnership. He/She is personally known to me or has produced _____ as identification.

Notary Public
Eleanor J. Merriweather
Print name of Notary Public

My Commission expires:

ELEANOR J. MERRIWEATHER
MY COMMISSION # DD117073
EXPIRES: May 06, 2008
Fl. Notary Discount Assoc. Co.

FTL:1530922:6

Exhibit "A"

Parcel 1: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31 of said Lawnwood Addition Subdivision, thence run South 01°25' West, along the East line of the South 19th Street Canal Right-Of-Way, 839.34 feet to the point of beginning (P.O.B.); thence run North 01°25' East along the East line of the South 19th Street Canal Right-of-Way, 582.38 feet to the South Right-Of-Way line of Lawnwood Circle North; thence run Southeasterly along a curve concave to the Southwest having a radius of 1189.24 feet, an arc distance of 414.43 feet, said curve having a chord bearing of South 82°58'44" East, and a chord distance of 412.34 feet, the last described course being along the Southerly Right-Of-Way line of Lawnwood Circle North; thence run South 01°25' West parallel with the East Right-Of-Way line of the South 19th Street Canal, 535.88 feet to the Northerly Right-Of-Way line of Nebraska Avenue; thence run Westerly along a curve concave to the South having a radius of 635 feet, an arc distance of 15.00 feet to a point of tangency, said curve having a chord bearing of North 88°48'06" West and a chord distance of 15.00 feet; thence run North 89°28'42" West, parallel with the North Right-Of-Way line of Quincy Avenue, 395.42 feet to the point of beginning, the last two (2) described courses being along the Northerly Right-Of-Way line of Nebraska Avenue, less and except the following described real property:

PART OF LAWNWWOOD ADDITION'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 16, AND A PART OF LONGWOOD VILLAGE PHASE 3-A, AS RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 321, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NEBRASKA AVENUE AND THE WEST LINE OF SOUTH 13TH STREET, SAID POINT BEING LOCATED 600 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF QUINCY AVENUE AND THE SAID WEST LINE OF SOUTH 13TH STREET AS MEASURED ALONG SOUTH 13TH STREET; RUN THENCE NORTH 89°28'42" WEST, ALONG THE SOUTH LINE OF NEBRASKA AVENUE, 401.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 805.94 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°18'40", AN ARC DISTANCE OF 327.90 FEET TO A POINT, SAID POINT BEING A POINT OF REVERSE CURVATURE OF THE ABOVE-MENTIONED CURVE AND A CURVE CONNECTING THE SOUTH RIGHT-OF-WAY LINE OF NEBRASKA AVENUE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAWNWOOD CIRCLE SOUTH; THENCE CONTINUE WESTERLY AND NORTHWESTERLY FROM SAID POINT OF REVERSE CURVATURE ALONG SAID CURVE HAVING A RADIUS OF 805.94 FEET; THROUGH A CENTRAL ANGLE OF 26°51'20", AN ARC DISTANCE OF 377.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF NEBRASKA AVENUE ALONG A LINE WHICH IS RADIAL TO SAID CURVE, ON A BEARING OF NORTH 50°41'19" EAST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NEBRASKA AVENUE, THENCE RUN NORTH 39°18'41" WEST, 188.33 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 635.00 FEET; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 48°06'33", HAVING AN ARC LENGTH OF 533.19 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING ALONG SAID CURVE AND THE NORTH LINE OF NEBRASKA AVENUE, THOUGH A CENTRAL ANGLE OF 2°03'27", AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°28'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY OF NEBRASKA AVENUE, A DISTANCE OF 67.76 FEET; THENCE NORTH 30°59'45" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 183.44 FEET; THENCE SOUTH 01°25'00" WEST A DISTANCE OF 158.54 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NEBRASKA AVENUE AND THE POINT OF BEGINNING.

FTL:1551114:2

Parcel 2: A part of Lawnwood Addition Subdivision, as recorded in Plat Book 2, Page 16, Public records of St. Lucie County, Florida, being geometrically described as follows:

Commencing (P.O.C.) at the Southwest corner of a 16 foot alley running East and West through Block 31, of said Lawnwood Addition Subdivision, thence run South 01°25' West, along the East line of the South 19th Street Canal Right-Of-Way, 919.35 feet to the point of beginning (P.O.B.); thence run South 89°28'42" East, along the Southerly Right-Of-Way line of Nebraska Avenue, said line being parallel with the North Right-Of-Way line of Quincy Avenue, a distance of 396.67 feet; thence run South 1°25' West, parallel with the East line of the South 19th Street Canal, 663.12 feet; thence run South 89°28'42" East, parallel with the North Right-Of-Way line of Quincy Avenue, 20.05 feet; thence run South 1°25' West, parallel with the East line of the South 19th Street Canal 180.00 feet to the North Right-Of-Way line of Lawnwood Circle South; thence run North 89°28'42" West, parallel with the North Right-Of-Way line of Quincy Avenue, 385.02 feet to a point of curvature of a curve to the Northeast having a radius of 95 feet; thence run Northwesterly along said curve through a central angle of 19°25'59, an arc distance of 32.22 feet to the east line of the South 19th Street Canal, the last two (2) described courses being along the North Right-Of-Way line of Lawnwood Circle South; thence run North 01°25' East, along the East line of the South 19th Street Canal, 837.71 feet to the point of beginning.

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ESCOBAR LAWN MAINTENANCE
2705 Rhode Island Ave.
Fort Pierce, FL 34947
(772) 464-5509
(772) 201-1625

October 31, 2005

Villages of Longwood
Longwood of Fort Pierce Homeowner's Association Inc.
1505 Nebraska Ave.
Fort Pierce, FL 34950

In addition to the current contract, which is currently in place regarding the lawn maintenance of the Villages of Longwood, I, Willie Escobar, will maintain the mowing, trimming, cleanout, algae control or other additional needs as required around the retention pond(s) on the common ground area(s) for an annual cost of $2500.00.

The Board of Directors of the Village of Longwood will determine as to when the retention ponds may need additional maintenance.

Willie Escobar

Willie Escobar

11-3-05
Date

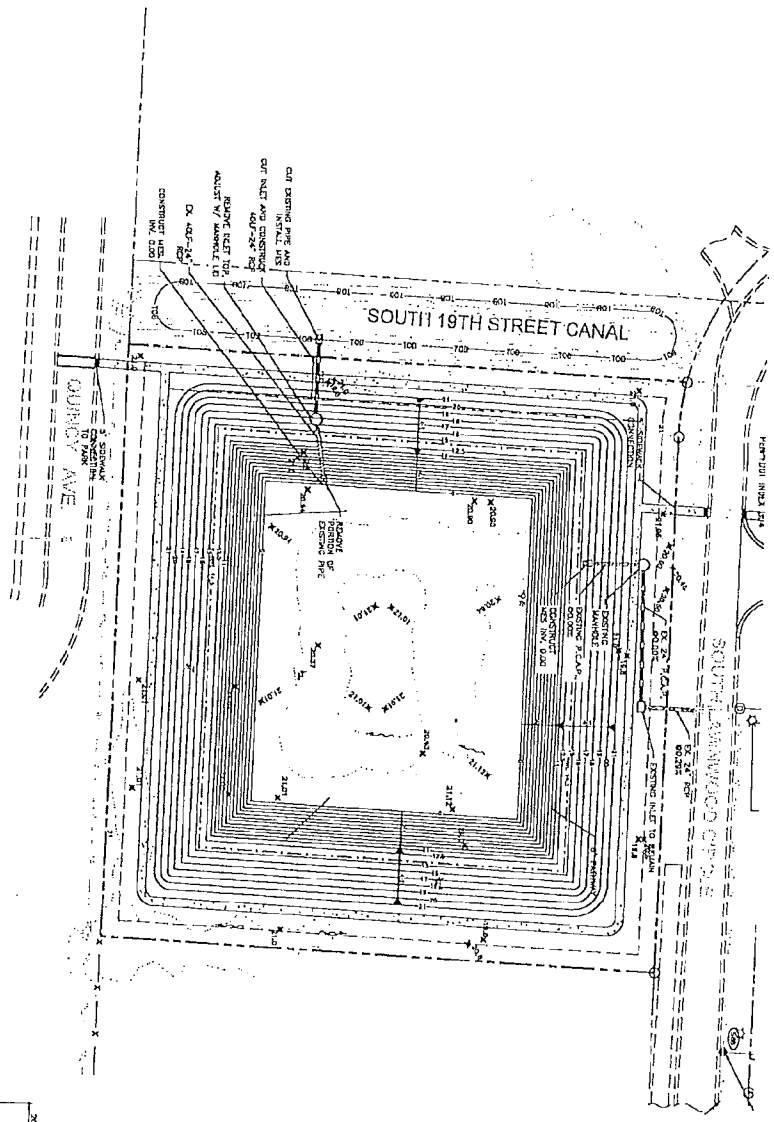
Exhibit "B"

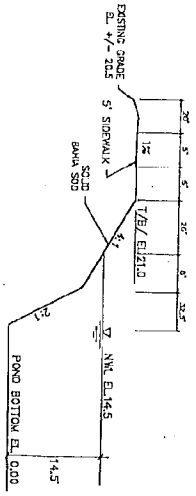
EXHIBIT D

In accordance with the provisions of the Agreement, Improvements shall consist of clearing and grubbing of the site, excavation of the proposed pond as shown on the Plans, sodding the banks with Bahia Sod, seeding and mulching the remainder of the property, and connection of the existing drainage to the new lake as depicted on the attached.

## GRADING AND DRAINAGE PLAN

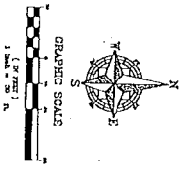
1"=30'



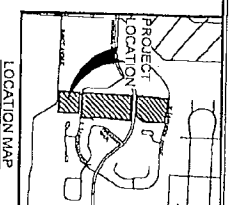




TYPICAL POND SECTION

NOTE: SOD SIDE SLOPES TO EL 14.5




LOCATION MAP (N.T.S.)




NOT FOR CONSTRUCTION

IBI GROUP

| | |
|---|---|
| SCALE | 1" = 20' |
| PROJECT | 38890 |
| SHEET | EXBT |
| DRAWN: | BW |
| DESIGNED: | |
| CHECKED: | MW |
| DATE: | 7/1/2017 |

MAYFAIR
FORT PIERCE, FLORIDA

IMPROVEMENTS TO SOUTH PARCEL

IBI GROUP (FLORIDA) INC.
ENGINEERS SURVEYORS PLANNERS
LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS
ORLANDO
POMPANO BEACH

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|

# Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

## AFFIDAVIT OF PUBLICATION

**STATE OF FLORIDA**
**COUNTY OF ST. LUCIE**

**Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.**

| Customer | Ad Number | Copyline | PO # |
|---|---|---|---|
| 463454 - CITY OF FORT PIERCE (LEGALS) | 2042509 | CITY OF FORT PIERCE NOTICE OF PUBLIC | 18-023 |

**Pub Dates**
June 17, 2018

Sworn to and subscribed before me this day of, June 18, 2018, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

**Karol Kangas** **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

**CITY OF FORT PIERCE**
**NOTICE OF PUBLIC HEARING**

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) of Florida State Statutes, will on Monday, July 2nd and Monday, July 16th, 2018 hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 6:30 p.m., to consider review and approval of the following:

**ORDINANCE NO. 18-023** AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AFFIRMING THE PRIOR APPROVAL OF A PLANNED DEVELOPMENT (PD) PLAN MODIFICATION** FOR MAYFAIR AT LAWNWOOD PURSUANT TO SECTION 22-40, PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Subject Properties: Parcel IDs: 2416-504-0199-000-1, 2416-504-0199-050-6 & 2416-504-0199-200-3

All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.

/s/ Linda W. Cox, City Clerk
Publish: 6/17/18
TCN 2042509

**City Commission Regular Meeting** **12.d.**

**Meeting Date:** 07/16/2018

**Re:** Zoning Text Amendment - Section 22-22 - Allowed Uses

**Submitted For:** Rebecca Grohall, Director, Planning & Zoning

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**SUBJECT:**

Legislative Hearing - Ordinance 18-024, Amending Chapter 22 to add Amusement Arcade as an eligible Conditional Use under the C-3, General Commercial zoning district. SECOND READING

**SUMMARY:**

- The City Planning Department is requesting an amendment to Chapter 22-22, Allowed Uses, to fulfill the intent of Ordinance L-217 identifying Amusement Arcade as a Conditional Use in the C3, General Commercial zoning district.
- The Use Table along with Section 22-22, Allowed Uses was created with the adoption of Ordinance L-295.
- During the creation of the Use Table, the Amusement Arcade was omitted from the table.
- This amendment seeks to correct this error by adding the Amusement Arcade to the Use Table.
- **Amusement arcade:** That portion of an interior premises consisting of three (3) or more amusement devices, but no more than forty-nine (49) amusement devices.
- **Arcade amusement center:** That portion of an interior premises consisting of fifty (50) or more amusement devices. Arcade amusement centers shall operate in accordance with the provisions outlined in F.S. § 849.161(1)(a)(1) as amended from time to time. This classification is currently identified in City Code Section 22-22, Allowed Uses.
- At their meeting on June 12, 2018 the Planning Board voted 7-0 to recommend approval of the request as presented.

**RECOMMENDATION:**

Approve

**ALTERNATIVES:**

Deny

**RESPONSIBLE STAFF:**

Brandon C. Creagan, LEED Green Associate, Planner

**COORDINATED WITH:**

Rebecca Grohall, AICP, Planning Director

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**Fiscal Impact**

**OTHER INFORMATION:**

N/A

## Attachments

Planning Staff Report
Ordinance #18-024
Ordinance L-217
Ordinance L-295
TRC Comments
Proof of Publication

## Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| City Manager | Nick Mimms | 06/28/2018 11:18 AM |

Form Started By: Brandon Creagan
Started On: 06/20/2018 09:58 AM
Final Approval Date: 07/03/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

**TO:** Nicholas Mimms, PE, City Manager

**THROUGH:** Rebecca Grohall, AICP, Planning Director

**FROM:** Brandon Creagan, LEED Green Associate, Planner

**RE:** **Amending the Use Table**
**City Code 22-22, Allowed Uses**
**Amusement Arcade as Conditional Use (C-3 Zoning District)**

**DATE:** June 19, 2018

## STAFF REPORT

**Requested Action:** Review a proposed amendment to City Code 22-22, Allowed Uses, specifically with-in the C-3, General Commercial zoning district to fulfill the intent of Ordinance L-217 identifying Amusement Arcade as a Conditional Use in the C3, General Commercial zoning district

**Staff Analysis:**

The City Planning Department is requesting an amendment to Chapter 22-22, Allowed Uses, to fulfill the intent of Ordinance L-217 identifying Amusement Arcade as a Conditional Use in the C3, General Commercial zoning district. The Use Table along with Section 22-22, Allowed Uses was created with the adoption of Ordinance L-295. During the creation of the Use Table, the Amusement Arcade was omitted from the table. This amendment seeks to correct this error by adding the Amusement Arcade to the Use Table.

Below are the definitions from City Code Section 22-3 that define what constitutes an Amusement Arcade and Arcade Amusement Center.

Definitions:

**Amusement arcade:** That portion of an interior premises consisting of three (3) or more amusement devices, but no more than forty-nine (49) amusement devices.

**Arcade amusement center:** That portion of an interior premises consisting of fifty (50) or more amusement devices. Arcade amusement centers shall operate in accordance with the provisions outlined in F.S. § 849.161(1)(a)(1) as amended from time to time. This classification is currently identified in City Code Section 22-22, Allowed Uses.

**Technical Review Committee:**

All affected City Departments have reviewed the proposed Zoning Text Amendment and have provided conditional approval based on compliance with requirements of the City Code. Any comments generated from the technical review are provided.

**Planning Board:**

At their meeting on June 12, 2018 the Planning Board voted 7-0 to recommend approval of the request as presented.

**Staff Recommendation:**

Staff recommends that the City Commission approve Ordinance 18-024 for the proposed Amendment to Section 22-22, Allowed Uses, to classify Amusement Arcade as a Conditional Use in the C-3, General Commercial zoning district.

**ORDINANCE NO. 18-024**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CH .22, ART. III, §22-22(e), TO ADD AMUSEMENT ARCADE AS AN ELIGIBLE CONDITIONAL USE UNDER THE C-3, GENERAL COMMERCIAL ZONING DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the City Commission of the City of Fort Pierce on December 5, 2011, approved Ordinance L-217 that created Section 22-31(c)(21), Amusement Arcade and Arcade Amusement Centers as a Conditional Use along with Section 22-71, Amusement Arcade and Arcade Amusement Centers; and

**WHEREAS,** the City Commission of the City of Fort Pierce on November 4, 2013, approved Ordinance L-295 that created Section 22-22, Allowed Uses; and

**WHEREAS,** the intent of Ordinance L-295 was to transfer the information from the former section 22-31(c)(21) to the Use Table.

**WHEREAS,** the Amusement Arcade was inadvertently left off of the Use Table in error at the time that Ordinance L-295 was created and adopted.

**WHEREAS,** Section 22-22 has been amended from time to time since it was formally adopted on November 4, 2013 under Ordinance L-295; and

**WHEREAS,** the City of Fort Pierce Planning Board held a public meeting on June 12, 2018 to consider the land development code amendment and recommended approval of the amendment by a vote of 7 to 0; and

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

**SECTION 1.** Section 22-22(e) is hereby amended so that the same shall read as follows:

Sec. 22-22. – Allowed Uses

(a) Uses listed. Uses listed are allowed in each zoning district in accordance with the Use Table.

(b) Permitted uses. Uses identified with a "P" in the Use Table are permitted in the subject zoning district provided that the uses will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.

(c) Conditional uses. Uses identified with a "C" in the Use Table are permitted in the subject zoning district, if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards and will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.

(d) Prohibited uses. Uses identified with a "-" in the Use Table are expressly prohibited.

(e) *Use table.*

| ZONING DISTRICT | E 1 | E 2 | E 3 | R 1 | R 2 | R 3 | R 4 | R4 A | R 5 | C 1 | C 2 | C 3 | C 4 | C 5 | C 6 | C P | I1 | I2 | I3 | OS 1 | OS 2 | A 1 | A 2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **RESIDENTIAL** | | | | | | | | | | | | | | | | | | | | | | | |
| **Household Living** | | | | | | | | | | | | | | | | | | | | | | | |

| ZONING DISTRICT | E1 | E2 | E3 | R1 | R2 | R3 | R4 | R4A | R5 | C1 | C2 | C3 | C4 | C5 | C6 | CP | I1 | I2 | I3 | OS1 | OS2 | A1 | A2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| –Detached House | P | P | P | P | P | P | P | P | C | C | C | - | - | C | - | - | - | - | - | - | C | - | - |
| –Duplex | - | - | - | - | - | C | P | P | C | C | C | - | - | C | - | - | - | - | - | - | - | - | - |
| –Townhouse | - | - | - | - | - | C | P | P | P | C | C | - | - | C | - | - | - | - | - | - | - | - | - |
| –Multi-Dwelling Building | - | - | - | - | - | C | P | P | P | C | C | C | - | C | C | - | - | - | - | - | - | - | - |
| –Mobile or Manufactured Home | - | - | - | - | - | C | C | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| –Manufactured Home Park or Subdivision | - | - | - | - | - | C | C | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| –Mobile Home Park | - | - | - | - | - | C | C | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| –Vertical Mixed-Use Building | - | - | - | - | - | - | C | C | P | P | P | P | P | P | P | - | - | - | - | - | - | - | - |
| **Home Occupations** (per requirements of Section 22-63) | P | P | P | P | P | P | P | P | P | - | - | - | - | P | - | - | - | - | - | - | - | - | - |
| **Group Living** (except as noted below) | - | - | - | - | C | C | C | C | C | C | - | C | C | C | - | - | - | - | - | - | - | - | - |
| –Community Residential Home, Type 1 (1–6 residents) | P | P | P | P | P | P | P | P | P | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| –Community Residential Home, Type 2 (7-14 residents) | - | - | - | - | - | - | C | - | C | C | - | C | C | - | - | - | - | - | - | - | - | - | - |
| –Dormitories, Fraternity and Sorority Houses | - | - | - | - | - | C | C | C | C | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **PUBLIC AND CIVIC** | | | | | | | | | | | | | | | | | | | | | | | |
| **Community/Cultural** (except as noted below) | - | - | - | - | C | C | C | C | C | C | C | P | P | C | C | C | - | - | - | C | - | - | - |
| –Community Center | - | - | - | - | C | C | C | C | C | - | C | P | P | C | - | C | - | - | - | C | - | - | - |
| –Fraternal Organization/Lodge | - | - | - | - | C | C | C | C | C | - | C | P | P | C | - | C | - | - | - | C | - | - | - |
| –Library or Cultural Exhibit | - | - | - | - | C | C | C | C | C | - | C | P | P | C | - | C | - | - | - | C | - | - | - |
| –Environmental Research and Education Facilities | - | - | - | - | - | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C |
| **Day Care** | - | - | - | - | C | C | C | C | C | C | C | C | - | C | - | - | - | - | - | - | - | - | - |
| –Adult Day Care Center | - | - | - | - | C | C | C | C | C | C | C | C | - | C | - | - | - | - | - | - | - | - | - |
| –Day Care Center | - | - | - | - | C | C | C | C | C | C | C | C | - | C | - | - | - | - | - | - | - | - | - |
| –Child Care Facility | - | - | - | - | C | C | C | C | C | C | C | C | - | C | - | - | - | - | - | - | - | - | - |
| –Family Day Care Home | P | P | P | P | P | P | P | P | P | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Educational Facilities** | | | | | | | | | | | | | | | | | | | | | | | |
| –College or University | - | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | - | - | - | - |
| –Elementary, Middle or High School | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | - | - | - | - | - | - | - |
| –Marine Research/Education Facilities | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | P | - | - | - | C | - |
| **Government Facilities** (except as noted below) | - | - | - | - | - | - | - | - | - | C | C | P | P | C | - | C | - | - | - | - | - | C | C |
| –Post Office | - | - | - | - | - | - | - | - | - | C | C | P | P | - | - | C | - | - | - | - | - | - | - |
| –Safety Service | C | C | C | C | C | C | C | C | C | P | P | P | P | P | P | P | P | P | P | - | - | C | C |
| **Medical Facilities** (except as noted below) | - | - | - | - | C | C | C | - | C | C | - | C | - | C | - | - | - | - | - | - | - | - | - |
| –Hospital | - | - | - | - | C | C | C | - | C | C | - | C | C | - | - | - | - | - | - | - | - | - | - |
| –Nursing Home | - | - | - | - | C | C | C | - | C | C | - | C | C | - | - | - | - | - | - | - | - | - | - |
| **Park and Open Space** (except as noted below) | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | C | C | - |

| ZONING DISTRICT | E 1 | E 2 | E 3 | R 1 | R 2 | R 3 | R 4 | R4 A | R 5 | C 1 | C 2 | C 3 | C 4 | C 5 | C 6 | C P | I1 | I2 | I3 | OS 1 | OS 2 | A 1 | A 2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| –Cemetery/Columbarium/ Mausoleum | C | C | C | C | C | C | - | - | C | C | C | C | - | - | - | - | - | - | - | C | - | - | - |
| –Country Club/Golf Course | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | - | - | - | C | - | - | - |
| –Game and Wildlife Management Preserves | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - |
| –Water Dependent Recreation Facilities | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | - | C | C |
| **Passenger Terminal** | | | | | | | | | | | | | | | | | | | | | | | |
| –Airport/Heliport | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C | C | - | - | - | - |
| –Rail/Bus Terminal | - | - | - | - | - | - | - | - | - | C | C | C | C | - | C | C | C | C | C | - | - | - | - |
| –Bus Shelter | C | C | C | C | C | C | P | P | P | P | P | P | P | P | P | P | P | P | P | - | - | - | - |
| –Taxi Terminal | - | - | - | - | - | - | - | - | - | C | C | C | C | - | C | C | C | C | C | - | - | - | - |
| **Religious Institution** | C | C | C | C | C | C | C | C | C | C | C | P | P | C | - | C | - | - | - | - | - | - | - |
| **Social Service Institution** (except as noted below) | - | - | - | - | - | - | - | - | - | C | - | C | C | - | - | - | C | C | - | - | - | - | - |
| –Halfway Houses | - | - | - | - | - | C | C | C | C | C | - | C | C | - | - | - | C | - | - | - | - | - | - |
| **Utilities** | | | | | | | | | | | | | | | | | | | | | | | |
| –Minor, other | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | P | C | P | C | C | C | C |
| –Major | - | - | - | - | - | - | - | - | - | - | - | C | C | C | C | C | C | C | P | C | C | C | C |
| –Utility Cabinets, Above Ground | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | C | C | C | C |
| **COMMERCIAL** | | | | | | | | | | | | | | | | | | | | | | | |
| **Eating and Drinking Establishments** | | | | | | | | | | | | | | | | | | | | | | | |
| –Brew Pub | - | - | - | - | - | - | - | - | C | P | C | P | P | P | P | C | C | C | - | - | - | - | - |
| –Coffee Shop | - | - | - | - | - | - | C | - | C | C | P | P | P | P | P | C | C | C | - | - | - | - | - |
| –Neighborhood Bistro | - | - | - | - | - | - | - | - | C | C | C | P | P | P | P | C | C | C | - | - | - | - | - |
| –Neighborhood Café | - | - | - | - | - | - | - | - | C | C | C | P | P | P | P | C | C | C | - | - | - | - | - |
| –Restaurants, Fast Food | - | - | - | - | - | - | - | - | C | - | - | P | P | P | P | C | C | C | - | - | - | - | - |
| –Restaurant and Bar | - | - | - | - | - | - | - | - | C | C | C | P | P | P | P | C | C | C | - | C | - | - | C |
| –Wine/Cigar Bar | - | - | - | - | - | - | - | - | C | C | C | P | P | P | P | C | C | C | - | - | - | - | - |
| **Entertainment, Indoor** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | - | - | - | - | C | - | - | - |
| –Adult Establishment | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | - | - | - | - | - | - | - | - |
| –Arcade Amusement Center/Amusement Arcade | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | - | - | - | - | - | - | - | - |
| –Bar or Nightclub | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | - | - | - | - | - | - | - | - |
| –Theater | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | - | - | - | - | - | - | - | - |
| **Entertainment, Outdoor** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | C | - | P | - | - | - | - | - | C | - | - | - |
| –Batting Cages, Driving Ranges | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | - | - | - | - | - | - | - | - |
| –Stables or Equestrian Facilities | C | C | C | - | - | - | - | - | - | - | - | P | - | P | - | - | - | - | - | - | - | - | - |
| –Stadium or Arena | - | - | - | - | - | - | - | - | - | - | - | C | - | C | C | - | C | C | - | - | - | - | - |
| **Marine-Related Commercial** (except as noted below) | - | - | - | - | - | - | - | - | - | C | - | P | P | C | P | - | - | C | - | C | - | - | C |
| –Boat and Marine Equipment Sales | - | - | - | - | - | - | - | - | - | - | - | P | C | C | P | - | - | C | - | - | - | - | - |
| –Marina/Boat Livery | - | - | - | - | - | - | - | - | - | C | - | C | C | C | C | - | - | P | - | C | - | - | C |
| **Office** | | | | | | | | | | | | | | | | | | | | | | | |
| –Administrative, Professional, General, Medical Office | - | - | - | - | - | - | C | C | C | P | P | P | P | P | P | P | C | C | - | - | - | - | - |
| –Day Labor Employment Agency | - | - | - | - | - | - | - | - | - | P | C | P | P | - | - | P | - | - | - | - | - | - | - |

| ZONING DISTRICT | E1 | E2 | E3 | R1 | R2 | R3 | R4 | R4A | R5 | C1 | C2 | C3 | C4 | C5 | C6 | CP | I1 | I2 | I3 | OS1 | OS2 | A1 | A2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| –Medical and Dental Clinic | - | - | - | - | - | - | - | - | - | P | C | P | P | C | - | P | - | C | - | - | - | - | - |
| –Television and Radio Studios | - | - | - | - | - | - | - | - | - | P | P | P | P | P | C | P | - | C | - | - | - | - | - |
| **Overnight Accommodations** | | | | | | | | | | | | | | | | | | | | | | | |
| –Bed & Breakfast | - | - | - | - | - | - | C | C | C | C | P | P | P | P | - | - | - | - | - | - | - | - | - |
| –Dwelling Rental | - | C | C | C | C | C | C | C | C | - | - | - | P | P | - | - | - | - | - | - | - | - | - |
| –Hotel/Motel | - | - | - | - | - | - | - | - | - | - | - | P | P | P | P | C | - | - | - | - | - | - | - |
| –Recreational Vehicle Park | - | - | - | - | - | - | - | - | - | - | - | C | - | C | - | - | - | - | - | - | - | - | - |
| –Resort Hotel | - | - | - | - | - | - | - | - | - | - | - | P | P | P | P | - | - | - | - | - | - | - | - |
| **Parking, Commercial** | - | - | - | - | - | - | - | C | - | C | - | P | C | C | - | C | - | C | - | - | - | - | - |
| **Retail Sales & Service, Sales-Oriented** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| –Art Gallery | - | - | - | - | - | - | - | - | - | C | C | P | P | P | - | C | - | - | - | - | - | - | - |
| –Farmers Market or Farm Stand | P | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | P | - | - | - | - | - | - |
| –Grocery or Liquor Store | - | - | - | - | - | - | C | - | C | - | P | P | P | C | - | C | - | - | - | - | - | - | - |
| –Neighborhood Commercial Sale | - | - | - | - | C | C | P | P | P | - | P | P | P | C | - | C | - | - | - | - | - | - | - |
| –Office Supplies & Electronics | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| –Pet Stores | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| **Retail Sales & Service, Personal-Service Oriented** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| –Art Studio | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| –Animal Care Facilities & Service | - | - | - | - | - | - | - | - | - | - | - | C | - | P | - | C | - | - | - | - | - | - | - |
| –Animal Grooming Services | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| –Check Cashing/Loan Service | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | - | - | - | - | - | - | - | - |
| –Educational Service Establishments | - | - | - | - | - | - | - | - | C | C | C | P | P | C | P | P | P | C | C | - | - | - | - |
| –Laundry & Dry Cleaners Pick-Up | - | - | - | - | - | - | C | C | C | C | P | P | P | P | - | C | - | - | - | - | - | - | - |
| –Laundromat | - | - | - | - | - | - | C | C | C | C | P | P | P | C | - | C | - | - | - | - | - | - | - |
| –Mortuaries or Funeral Homes | - | - | - | - | - | - | - | - | - | - | - | P | P | - | - | C | - | - | - | - | - | - | - |
| –Neighborhood Commercial Services | - | - | - | - | C | C | P | P | P | C | P | P | P | P | - | C | - | - | - | - | - | - | - |
| –Pawn Shop | - | - | - | - | - | - | - | - | - | - | - | P | P | C | - | C | - | - | - | - | - | - | - |
| –Personal Improvement Service | - | - | - | - | - | - | C | C | C | C | - | P | P | P | - | C | - | - | - | - | - | - | - |
| –Veterinary (Without Outdoor Runs) | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| **Retail Sales & Service, Repair-Oriented** | - | - | - | - | - | - | - | P | - | C | - | P | P | P | - | P | - | - | - | - | - | - | - |
| **Self-Service Storage** | - | - | - | - | - | - | - | - | - | - | - | C | - | C | C | - | P | - | P | - | - | - | - |
| **Vehicle Sales & Service** | | | | | | | | | | | | | | | | | | | | | | | |
| –Automobile Rentals | - | - | - | - | - | - | - | - | - | - | - | P | C | C | C | C | P | - | P | - | - | - | - |
| –Automobile Sales | - | - | - | - | - | - | - | - | - | - | - | P | C | C | C | C | P | - | P | - | - | - | - |
| –Boat Rentals | - | - | - | - | - | - | - | - | - | - | - | P | C | P | C | C | P | - | P | - | - | C | P |
| –Boat Sales | - | - | - | - | - | - | - | - | - | - | - | P | C | C | C | C | P | - | P | - | - | - | P |
| –Fueling Station | - | - | - | - | - | - | - | - | - | C | C | P | C | C | - | C | - | P | - | - | - | - | - |
| –Travel Plaza | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | C | - | - | - | - | - | - | - |
| –Truck Stop | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | C | - | - | - | - | - | - | - |
| –Vehicle Repair, General | - | - | - | - | - | - | - | - | - | - | - | C | C | - | - | C | - | - | - | - | - | - | - |

| ZONING DISTRICT | E 1 | E 2 | E 3 | R 1 | R 2 | R 3 | R 4 | R4 A | R 5 | C 1 | C 2 | C 3 | C 4 | C 5 | C 6 | C P | I1 | I2 | I3 | OS 1 | OS 2 | A 1 | A 2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| –Vehicle Repair, Limited | - | - | - | - | - | - | - | - | - | - | - | P | C | - | - | P | - | - | - | - | - | - | - |
| –Vehicle Storage | - | - | - | - | - | - | - | - | - | - | - | C | - | - | C | - | P | C | P | - | - | - | - |
| **INDUSTRIAL** | | | | | | | | | | | | | | | | | | | | | | | |
| **Artisan** | - | - | - | - | - | - | - | - | - | - | - | C | C | - | - | P | P | - | P | - | - | - | - |
| –Cabinet Shops, Woodworking | - | - | - | - | - | - | - | - | - | - | - | C | C | - | C | P | P | - | P | - | - | - | - |
| **Light Industrial Service** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | P | P | - | P | - | - | - | - |
| –Catering Facility, Large-Scale | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | P | P | - | P | - | - | - | - |
| –Crematorium | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | - | - | - | - | - | - | - | - |
| –Building Maintenance Facilities And Services | - | - | - | - | - | - | - | - | - | - | - | C | - | - | C | - | - | - | - | - | - | - | - |
| –Contractors/Others Performing Services Off-Site | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | P | P | - | P | - | - | - | - |
| –Microbrewery | - | - | - | - | - | - | - | - | - | C | C | C | C | C | C | C | - | - | - | - | - | - | - |
| –Research Service | - | - | - | - | - | - | - | - | - | - | - | C | - | - | P | P | P | - | P | - | - | - | - |
| **Marine-Related Industrial** | - | - | - | - | - | - | - | - | - | - | - | C | - | - | P | - | C | P | P | - | - | - | P |
| **Warehouse & Freight** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | P | P | C | P | - | - | - | - |
| –Parcel Service | - | - | - | - | - | - | - | - | - | - | - | P | P | - | - | P | P | C | P | - | - | - | - |
| **Waste-Related Use** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C | C | - | - | - | - |
| –Solid Waste Separation, Transfer Station | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C | C | - | - | - | - |
| –Recycling Center | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C | C | C | - | - | - | - |
| –Wrecking or Salvage Yard | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C | C | - | - | - | - |
| **Wholesale Trade** | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | P | P | C | P | - | - | - | - |
| **Heavy Industrial** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | - |
| –Heavy Equipment Sales & Rentals | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | C | P | - | - | - | - |
| –Processing of Food & Related Products | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | - | C | P | P | - | - | - | - |
| **OTHER** | | | | | | | | | | | | | | | | | | | | | | | |
| **Aquaculture Facilities** | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | C | C |
| **Community Gardens** | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | - | - |
| **Dock/Moorage Facility** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C |
| –Docks for Single Family Homes | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P |
| – Docks for Single Family Homes on canals within Surfside or Jennings Cove | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C |
| **Navigational Aids** | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P |
| **Telecommunication Facility** | | | | | | | | | | | | | | | | | | | | | | | |
| –Antenna Support Structure | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C |
| –Antenna (on existing structure) | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P |

**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 or parts thereof that may be determined to be in conflict herewith are hereby repealed.

**SECTION 4.** This Ordinance shall be and become effective immediately upon final passage.

**APPROVED AS TO FORM & CORRECTNESS**:

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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 Sunday, June 17th, 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 July 2nd, 2018; and was duly introduced, read by title only, and passed on second and final reading July, 16th 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 16th day of July, 2018.

_____
**Linda Hudson**
**MAYOR COMMISSIONER**

ATTEST

_____
**Linda W. Cox**
**CITY CLERK**

**(CITY SEAL)**

**ORDINANCE NO. L-217**

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 22, ARTICLE I, SECTION 22-3, DEFINITIONS-GENERALLY, TO AMEND THE DEFINITION OF INDOOR AMUSEMENT, ENTERTAINMENT, AND RECREATION FACILITIES; AMENDING CHAPTER 22, ARTICLE I, SECTION 22-3, DEFINITIONS-GENERALLY, TO CREATE THE DEFINITIONS OF AN **AMUSEMENT ARCADE, ARCADE AMUSEMENT CENTER AND AMUSEMENT DEVICES**; AMENDING CHAPTER 22, ARTICLE III, BASIC ZONING DISTRICTS, CREATING SECTION 22-31(c)(21), AMUSEMENT ARCADE AND ARCADE AMUSEMENT CENTER AS A CONDITIONAL USE; AMENDING CHAPTER 22, ARTICLE IV, SUPPLEMENTARY REGULATIONS; CREATING SECTION 22-71, AMUSEMENT ARCADES AND ARCADE AMUSEMENT CENTERS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Florida Statute Chapter 849 allows amusement games or machines which are considered "games of skill"; and

**WHEREAS**, it is in the best interest of health, safety, and general welfare of the community, residents, and businesses of the City of Fort Pierce ("City") to regulate the operation of amusement games or machines within the City in order to ensure the proper safeguards with respect to the prohibition of gambling; and

**WHEREAS**, the purpose and intent of this ordinance, as amended, is to narrow the definition of amusement games or machines by making it conform with State law and specifically, to eliminate any misconstruction of the definition of the types of machines permitted as one which expands rights beyond the limitations imposed under the exception to gambling by State law; and

**WHEREAS**, the purpose and intent of this ordinance, as amended, is to make changes to the regulations for adequate supervision of the operation of amusement games or machines within the City; and

**WHEREAS**, a regulatory scheme is to be implemented to ensure that the operators of amusement games or machines comply with all state and local statutes and ordinances; and

**WHEREAS**, a regulatory fee should be imposed to cover the costs the City will incur as a result of enforcing the regulations herein adopted; and

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

**SECTION 1.** Section 22-3 of Chapter 22, Article I of the Code of Ordinances, is and the same shall be amended so that such Section shall read thereinafter as follows:

*Indoor amusement, entertainment and/or recreation facilities*: Enclosed facilities, which for each wall face have no entrance/exit points wider than five (5) feet or twenty (20) per cent of the main wall face, whichever is greater, pertaining to amusement entertainment and/or recreational activities, such as: Theaters, bowling alleys, pool halls, dance halls and indoor tennis court, handball and swimming pool facilities. This shall not include adult establishments <u>or amusement arcades</u>.

**SECTION 2.** Section 22-3 of Chapter 22, Article I of the Code of Ordinances, is and the same shall be created so that such Section shall read thereinafter as follows:

*Amusement Device: An amusement device shall mean any table, platform, mechanical or electronic device or apparatus operated or intended to be operated indoors for amusement, pleasure, test of a skill, competition or sport, where the use or operation of which is conditioned upon payment of a consideration either by insertion of a coin, electronic card, or token in a slot or otherwise so long as the person playing does not receive anything of value or any prize in violation of state or federal law. The definition of an "amusement device" shall include but not be limited to, devices commonly known or simulated baseball, simulated football, simulated basketball, simulated hockey, simulated boxing, pinball, shuffleboard, ray guns, bowling games, bumper games, skiball, electronic video games, and shall also include billiard tables and pool tables (whether coin or not). Such definition does not include a bowling alley, juke box, or other coin-operated music machine, or a mechanical children's amusement riding device.*

*Amusement Arcade: That portion of an interior premise consisting of three (3) or more amusement devices, but no more than 49 amusement devices.*

*Arcade Amusement Center: That portion of an interior premise consisting of fifty (50) or more amusement devices. Arcade Amusement Centers shall operate in accordance with the provisions outlined in Florida Statute 849.161(1)(a)(1) as amended from time to time.*

**SECTION 3.** Section 22-31(c)(21) of Chapter 22, Article III of the Code of Ordinances, is and the same shall be created that such Section shall read thereinafter as follows:

(c) Conditional uses permitted. The following uses and their accessory uses are permitted in a C-3 Zone if the City Commission, after a public hearing, determines that the location and development plans comply with the applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:

(1) Repair service establishments not allowed as a semi-restricted use in this zone.
(2) Wholesale trade, warehouse and distribution establishments (including trucking terminals).
(3) Contract construction service establishments.
(4) Kennels.
(5) Bus depots.
(6) Hospitals, sanitariums, rest homes, convalescent homes, and adult congregate living facilities. The maximum residential density for an adult congregate living facility shall not exceed thirty (30) units per acre.
(7) Public utility structures and public works maintenance facilities.
(8) Cemeteries.
(9) Amusement parks.
(10) Marinas, including marinas with charter fishing facilities.
(11) Expansion of a structure with a nonconforming commercial or industrial use if the structure is not enlarged by more

than twenty (20) per cent and the structure being enlarged does not violate provisions in Section 22-102.
(12) Multifamily housing developments which satisfy the standards for multifamily housing developments in an R-5 Zone.
(13) Reserved.
(14) Flea markets.
(15) Nonprofit bingo halls.
(16) Industrial, semi-restricted uses permitted in Section 22-34(b) [Light industrial zone (I-1)] except the uses specified in Sections 22-34(b)(6) and (7).
(17) Ship and boat building and repair facilities.
(18) Recreational vehicle parks.
(19) Day care centers and schools other educational service establishments.
(20) Railroad passenger station.
(21) Amusement Arcades and Arcade Amusement Centers.

**SECTION 4.** Section 22-71 of Chapter 22, Article IV, of the Code of Ordinances, is and the same shall be created so that such Section shall read thereinafter as follows:

Amusement Arcades and Arcade Amusement Centers shall comply with the following regulations:

(a) General Operating Standards.

(1) No amusement arcade or arcade amusement centers shall operate after the hour of 12:00 a.m. and before the hour of 8:00 a.m. on weekdays, and between 2:00 a.m. and 8:00 a.m. on weekends.

(2) No game shall be played by persons who are under 18 years of age.

(3) No arcade amusement center shall be located within 1,250 feet of another arcade amusement center. Such distance shall be measured from closest property line to closest property line.

(4) No amusement arcade or arcade amusement centers shall be permitted within the Downtown Business and Entertainment Overlay District.

(5) No amusement arcade or arcade amusement centers shall be located within 250 feet of the Downtown Business and Entertainment Overlay District boundaries.

(6) Alcohol sales or consumption shall be prohibited in amusement arcades and arcade amusement centers.

(7) Amusement arcades or arcade amusement centers shall not exceed 9,000 square feet.

(8) Amusement arcades or arcade amusement centers shall operate in full compliance with all state and federal law.

(b) Design Standards.

(1) No sign, display, or merchandise, shall be placed on or adjacent to any window if such placement would interfere with the clear and unobstructed view of the entire interior of the establishment from ground level through exterior windows.

(2) Placement of game machines along front windows are prohibited.

(3) Window tinting, mirrored windows, or other obscuring elements are prohibited.

(4) All entrances shall be adequately lighted.

(5) All amusement arcades or arcade amusement centers must post at least two conspicuous signs within the premises, and one conspicuous sign at the entrance, stating the following:

a. Minimum age requirements as described above.
b. School hours use restrictions as described above.
c. No smoking.
d. No drugs.
e. No alcohol.

(6) Amusement arcades or arcade amusement centers shall provide bicycle racks within enough stalls to accommodate one bicycle for each 5 game machines located within the premises. Bicycle racks shall be located as close as practical to the entrance of the facility and shall not be located in a manner that obstructs any entrances, exits, sidewalks, driveways, or parking areas.

(7) All amusement arcades or arcade amusement centers must provide public restrooms in accordance with applicable country health department requirements.

(8) Lighting for parking lots must satisfy lighting requirements of Section 22-60(g)(1) if the City Code prior to the issuance of a business tax receipt.

(9) Landscaping must comply with requirements of the City's Landscaping Ordinance prior to the issuance of a business tax receipt.

(10) Sidewalks shall be installed along all public right-of-ways for properties that have arcade uses and shall be installed prior to the issuance of a business tax receipt. No location shall be exempt from sidewalk provisions contained in Section 22-62.

(11) Any proposed exterior change to a building used for arcade uses will be subject to city design review guidelines pursuant to Section 22-59. This shall not apply to buildings located in historic districts or buildings that are individually designated.

(12) Parking shall be provided at a rate of 0.75 parking spaces per machine (or three (3) spaces for every four (4) machines).

(c) Permitting Requirements.

(1) All amusement arcades or arcade amusement centers shall pay a fee per machine annually in conjunction with the business tax receipt. The fee shall established by resolution by the City Commission. The fee shall apply to all operating and non-operating machines located on premises.

(2) All amusement arcades or arcade amusement centers shall pay a fee per machine annually in connection with the business tax receipt. The fee shall be established by Resolution by the City Commission. The fee shall apply to all operating and non-operating machines located on premises.

(3) An applicant for a permit to operate an amusement arcade or arcade amusement center shall submit the following information to the Police Department:

a. All applications shall include a list of all current owners and employees of the arcade.

b. If the city determines that any applicant lacks good moral character, it shall deny the license application. For purposes of this section, an applicant will be deemed to have good moral character if the applicant, its owners, and its employees meet the level two standards of screening set forth in F.S. §435.04.

c. The applicant shall pay a fee established by resolution by the City Commission to cover the cost of Police Department background checks.

d. Whenever an amusement arcade or arcade amusement center hires a new employee or changes its ownership composition, the police department shall inspect the new employee's or owner's background to ensure that the employee or owner has not been convicted of any of the crimes described in subsection (b)(2) of this section. Any failure by an amusement arcade to provide the police department with the information necessary for the officer to conduct such an inspection shall constitute a willful violation of this chapter.

e. The city may deny an application for a permit to operate an amusement arcade or arcade amusement center or may revoke a permit issued pursuant to this chapter if the applicant fails to meet any of the requirements of Section 22-71. If the city denies an application, the city shall provide reasons for the denial in writing within five days of receipt of the completed application. If the city revokes a permit issued pursuant tot this chapter, the city shall provide reasons for the revocation in writing.

(4) Provide an operating plan consisting of an interior layout plan drawn to scale showing the location of all machines, devices, equipment and access ways, and such other information as may be reasonably requested.

(5) Amusement arcades or arcade amusement centers that serve food or provide catering services on premises must be licensed by the Department of Health, Department of Business Professional Regulation, or Department of Agriculture and Consumer Services.

(d) Machine Registration Requirements:

(1) The permittee is required to maintain its premises a complete inventory, along with serial numbers or equivalent identification, as set forth in subsections (d) and (e) below, the amusement devices in operation on the premises of the amusement arcade at all times. The initial application for permit shall include a certificate of inspection by the Planning Department of the inventory, along with serial numbers or equivalent of identification, as set forth in subsection (d) and (e) below, of the machines that the permittee intents to put into operation when the amusement arcade begins its business activities.

(2) Each renewal permit application shall contain a certificate of inspection of updated inventory, along with serial numbers or equivalent identification, as set forth in subsection (d) and (e) below, of the amusement device that the permittee intends to put into operation when the amusement arcade begins its business activities under the renewal license.

(3) Before a new amusement device is put into operation at the amusement arcade or arcade amusement center, the permittee shall notify the Planning Department of the addition of the device to the inventory and update its inventory accordingly.

(4) Upon review of the inventory of devices under subsections (1), (2) and (3) above, the Planning Department shall enter each amusement device into a registry that the license administrator shall create. For each amusement device registered, the permit administrator shall cause to be issued and delivered to permittee for each amusement device within seven days of the notification required under section (c) a numbered metal or plastic decal. The registration decal of r each amusement device shall be affixed to the upper left front of the game in a prominent position where easily viewed by zoning inspectors, code enforcement inspectors and police. Registration decals are not transferable. The failure of any amusement device to display a current registration decal shall be a violation of this section and subject to enforcement action by the City.

(5) The inventory of devices under subsections (1), (2) and (3) above shall provide the following information: the manufacturer(s) serial number(s); common name, type or description of the game played on the machine. The registration decal shall contain the inventory number of the amusement device.

(6) Each inventory of amusement devices submitted under subsections (a), (b), and (c) above shall be accompanied by a certificate issued by an independent testing laboratory licensed by the State of Florida

pursuant to F.S. Ch. 551, certifying that the game played by the skill-based amusement devices identified in the inventory meet the application of skill requirement contained in Sections 551.104(d), 551.105 and 551.107 of this Chapter.

(e) Waiver of Distance.

(1) The city commission shall determine if the health, safety, or general welfare has been provided for with any waiver request and may impose any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

(2) The city commission may not waive distance restrictions imposed by Section 22-71(a)(4) and Section 22-71(a)(5).

(3) The city commission shall consider the following for any waiver request:

a. The actual location and distance of the proposed establishment with respect to other places of business licensed to sell intoxicating beverages, whether on or off the premises;

b. The type and size of the establishment, including the number of machines, seating capacity, and whether, in view of such type or size, the proposed establishment is likely to create a public nuisance or traffic impediment by drawing crowds or persons milling about outside the building;

c. Whether adequate parking and landscaping for the facility is provided so as to meet the requirements set forth in Sections 22-187 and 22-61;

d. Whether the facility is physically separated or well-buffered from all adjacent residentially zoned areas;

e. Whether traffic generated by patrons or pickup/delivery vehicles will pass through low or moderate density residentially zoned neighborhood;

f. The number of police calls to the proposed location and/or adjacent properties within the past year.

(f) Pre-existing Amusement Arcades or Arcade Amusement Centers:

(1) Pre-existing amusement arcades or arcade amusement centers will be required to immediately comply with all procedural requirements such as permitting, licensing, general operating standards, fees, and non-hardscape design standards. Hardscape design standards such as parking lots, exterior lighting, landscaping, sidewalks, etc. will be subject to a 24 month time for compliance.

(g) Florida Law Compliance:

It is not the intent of this ordinance to allow amusement arcades or arcade amusement centers that:

(1) Mimic the look and feel of gambling venues which are prohibited by law.

(2) Include any game, machine or device that violates any provision of state and federal law, including, but not limited to Chapter 849 Florida Statutes.

(3) All amusement arcades or arcade amusement centers shall operate in full compliance with all Florida State Statute requirements and other applicable laws.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

**SECTION 6.** 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 7.** This Ordinance is and the same shall become effective immediately upon final passage hereof.

STATE OF FLORIDA)
ST. LUCIE COUNTY)SS

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. L-217 was duly advertised in accordance with F.S. 166.041(3)(c)(2) in the St. Lucie Tribune on October 26, 2011 and on November 14, 2011; 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 November 21, 2011; and was duly introduced, read by title only, and passed on second and final reading on December 5, 2011, 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 the 5th day of December, 2011.

MAYOR COMMISSIONER

CITY CLERK

(CITY SEAL)

**ORDINANCE NO. L-295**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 22, ARTICLE THREE, **BASIC ZONING DISTRICTS**, CREATING SECTION 22-22, SPECIFYING ALLOWED USES; AMENDING CHAPTER 22, ARTICLE THREE, AMENDING SECTIONS 22-23 THROUGH 22-28, BASIC ZONING DISTRICTS; AMENDING CHAPTER 22, ARTICLE THREE; AMENDING SECTIONS 22-29 THROUGH 22-39, BASIC ZONING DISTRICTS; SPECIFYING UPDATED USES IN ALL ZONING DISTRICTS; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

**SECTION 1.** Section 22-22 is hereby created so that the same shall read as follows:

**Sec. 22-22. - Allowed Uses.**

(a) *Uses listed.* Uses listed are allowed in each zoning district in accordance with the Use Table.

(b) *Permitted uses.* Uses identified with a "P" in the Use Table are permitted in the subject zoning district provided that the uses will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.

(c) *Conditional uses.* Uses identified with a "C" in the Use Table are permitted in the subject zoning district, if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards and will not violate basic use standards specified in each zoning district, other applicable use standards, additional zoning ordinance provisions and other city laws.

(d) *Prohibited uses.* Uses identified with a "-" in the Use Table are expressly prohibited.

(e) *Use table.*

| ZONING DISTRICT | E1 | E2 | E3 | R1 | R2 | R3 | R4 | R4A | R5 | C1 | C2 | C3 | C4 | C5 | C6 | CP | I1 | I2 | I3 | OS1 | OS2 | A1 | A2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **RESIDENTIAL** | | | | | | | | | | | | | | | | | | | | | | | |
| **Household Living** | | | | | | | | | | | | | | | | | | | | | | | |
| –Detached House | P | P | P | P | P | P | P | P | C | C | C | - | - | C | - | - | - | - | - | - | C | - | - |
| –Duplex | - | - | - | - | - | C | P | P | C | C | C | - | - | C | - | - | - | - | - | - | - | - | - |
| –Townhouse | - | - | - | - | - | C | P | P | P | C | C | - | - | C | - | - | - | - | - | - | - | - | - |
| –Multi-Dwelling Building | - | - | - | - | - | C | P | P | - | C | C | C | - | C | C | - | - | - | - | - | - | - | - |
| –Mobile or Manufactured Home | - | - | - | - | - | C | C | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| –Manufactured Home Park or Subdivision | - | - | - | - | - | C | C | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| –Mobile Home Park | - | - | - | - | - | C | C | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| –Vertical Mixed-Use Building | - | - | - | - | - | - | C | C | P | P | P | P | P | P | P | - | - | - | - | - | - | - | - |
| **Home Occupations** (per requirements of Section 22-63) | P | P | P | P | P | P | P | P | P | - | - | - | - | P | - | - | - | - | - | - | - | - | - |
| **Group Living** (except as noted below) | - | - | - | - | C | C | C | C | C | C | - | C | C | C | - | - | - | - | - | - | - | - | - |
| –Community Residential Home, Type 1 (1–6 residents) | P | P | P | P | P | P | P | P | P | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| –Community Residential Home, Type 2 (7-14 residents) | - | - | - | - | - | - | C | - | C | C | - | C | C | - | - | - | - | - | - | - | - | - | - |
| –Dormitories, Fraternity and Sorority Houses | - | - | - | - | - | C | C | C | C | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **PUBLIC AND CIVIC** | | | | | | | | | | | | | | | | | | | | | | | |
| **Community/Cultural** (except as noted below) | - | - | - | - | C | C | C | C | C | C | C | P | P | C | C | C | - | - | - | C | - | - | - |
| –Community Center | - | - | - | - | C | C | C | C | C | - | C | P | P | C | - | C | - | - | - | C | - | - | - |
| –Fraternal Organization/Lodge | - | - | - | - | C | C | C | C | C | - | C | P | P | C | - | C | - | - | - | C | - | - | - |
| –Library or Cultural Exhibit | - | - | - | - | C | C | C | C | C | - | C | P | P | C | - | C | - | - | - | C | - | - | - |
| –Environmental Research and Education Facilities | - | - | - | - | - | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C |
| **Day Care** | - | - | - | - | C | C | C | C | C | C | C | C | - | C | - | - | - | - | - | - | - | - | - |

| ZONING DISTRICT | TC | OR | FA | R1 | R2 | R3 | R4 | R/A | R5 | C1 | C2 | C3 | C4 | C5 | C6 | CR | IL | IG | IS | OS | CS | AC | A |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| –Adult Day Care Center | - | - | - | - | C | C | C | C | C | C | C | C | - | C | - | - | - | - | - | - | - | - | - |
| –Day Care Center | - | - | - | - | C | C | C | C | C | C | C | C | - | C | - | - | - | - | - | - | - | - | - |
| –Child Care Facility | - | - | - | - | C | C | C | C | C | C | C | C | - | C | - | - | - | - | - | - | - | - | - |
| –Family Day Care Home | P | P | P | P | P | P | P | P | P | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Educational Facilities** | | | | | | | | | | | | | | | | | | | | | | | |
| –College or University | - | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | - | - | - | - |
| –Elementary, Middle or High School - Public | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | - | - | - | - | - | - | - |
| –Elementary, Middle or High School - Private | - | C | C | C | C | C | C | C | C | - | - | C | - | - | - | - | | - | - | - | - | - | - |
| –Marine Research/Education Facilities | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | P | - | - | - | C | - |
| **Government Facilities** (except as noted below) | - | - | - | - | - | - | - | - | - | C | C | P | P | C | - | C | - | - | - | - | - | C | C |
| –Post Office | - | - | - | - | - | - | - | - | - | C | C | P | P | - | - | C | - | - | - | - | - | - | - |
| –Safety Service | C | C | C | C | C | C | C | C | C | P | P | P | P | P | P | P | P | P | P | - | - | C | C |
| **Medical Facilities** (except as noted below) | - | - | - | - | C | C | C | - | C | C | - | C | - | C | - | - | - | - | - | - | - | - | - |
| –Hospital | - | - | - | - | C | C | C | - | C | C | - | C | C | - | - | - | - | - | - | - | - | - | - |
| –Nursing Home | - | - | - | - | C | C | C | - | C | C | - | C | C | - | - | - | - | - | - | - | - | - | - |
| **Park and Open Space** (except as noted below) | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | C | C | - |
| –Cemetery/Columbarium/ Mausoleum | C | C | C | C | C | C | - | - | C | C | C | C | - | - | - | - | - | - | - | C | - | - | - |
| –Country Club/Golf Course | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | - | - | - | C | - | - | - |
| –Game and Wildlife Management Preserves | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - |
| –Water Dependent Recreation Facilities | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | - | C | C |
| **Passenger Terminal** | | | | | | | | | | | | | | | | | | | | | | | |
| –Airport/Heliport | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C | C | - | - | - | - |
| –Rail/Bus Terminal | - | - | - | - | - | - | - | - | - | C | C | C | C | - | C | C | C | C | C | - | - | - | - |
| –Bus Shelter | C | C | C | C | C | C | P | P | P | P | P | P | P | P | P | P | P | P | P | - | - | - | - |
| –Taxi Terminal | - | - | - | - | - | - | - | - | - | C | C | C | C | - | C | C | C | C | C | - | - | - | - |
| **Religious Institution** | C | C | C | C | C | C | C | C | C | C | C | P | P | C | - | C | - | - | - | - | - | - | - |
| **Social Service Institution** (except as noted below) | - | - | - | - | - | - | - | - | - | C | - | C | C | - | - | - | C | C | - | - | - | - | - |
| –Halfway Houses | - | - | - | - | - | C | C | C | C | C | - | C | C | - | - | - | C | - | - | - | - | - | - |
| **Utilities** | | | | | | | | | | | | | | | | | | | | | | | |
| –Minor, other | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | P | C | P | C | C | C | C |
| –Major | - | - | - | - | - | - | - | - | - | - | - | C | C | C | C | C | C | C | P | C | C | C | C |
| –Utility Cabinets, Above Ground | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | C | C | C | C |
| **COMMERCIAL** | | | | | | | | | | | | | | | | | | | | | | | |
| **Eating and Drinking Establishments** | | | | | | | | | | | | | | | | | | | | | | | |
| –Brew Pub | - | - | - | - | - | - | - | - | C | P | C | P | P | P | P | C | C | C | - | - | - | - | - |
| –Coffee Shop | - | - | - | - | - | - | C | - | C | C | P | P | P | P | P | C | C | C | - | - | - | - | - |
| –Neighborhood Bistro | - | - | - | - | - | - | - | - | C | C | C | P | P | P | P | C | C | C | - | - | - | - | - |
| –Neighborhood Café | - | - | - | - | - | - | - | - | C | C | C | P | P | P | P | C | C | C | - | - | - | - | - |
| –Restaurants, Fast Food | - | - | - | - | - | - | - | - | C | - | - | P | P | P | P | C | C | C | - | - | - | - | - |
| –Restaurant and Bar | - | - | - | - | - | - | - | - | C | C | C | P | P | P | P | C | C | C | - | C | - | - | C |
| –Wine/Cigar Bar | - | - | - | - | - | - | - | - | C | C | C | P | P | P | P | C | C | C | - | - | - | - | - |
| **Entertainment, Indoor** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | - | - | - | - | C | - | - | - |
| –Adult Establishment | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | - | - | - | - | - | - | - | - |
| –Arcade Amusement Center | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | - | - | - | - | - | - | - | - |
| –Bar or Nightclub | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | - | - | - | - | - | - | - | - |
| –Theater | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | - | - | - | - | - | - | - | - |
| **Entertainment, Outdoor** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | C | - | P | - | - | - | - | - | C | - | - | - |
| –Batting Cages, Driving Ranges | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | - | - | - | - | - | - | - | - |
| –Stables or Equestrian Facilities | C | C | C | - | - | - | - | - | - | - | - | P | - | P | - | - | - | - | - | - | - | - | - |
| –Stadium or Arena | - | - | - | - | - | - | - | - | - | - | - | C | - | C | C | - | C | C | - | - | - | - | - |
| **Marine-Related Commercial** (except as noted below) | - | - | - | - | - | - | - | - | - | C | - | P | P | C | P | - | - | C | - | C | - | - | C |
| –Boat and Marine Equipment Sales | - | - | - | - | - | - | - | - | - | - | - | P | C | C | P | - | - | C | - | - | - | - | - |
| –Marina/Boat Livery | - | - | - | - | - | - | - | - | - | C | - | C | C | C | C | - | - | P | - | C | - | - | C |
| **Office** | | | | | | | | | | | | | | | | | | | | | | | |
| –Administrative, Professional, General, Medical Office | - | - | - | - | - | - | C | C | C | P | P | P | P | P | P | P | C | C | - | - | - | - | - |
| –Day Labor Employment Agency | - | - | - | - | - | - | - | - | - | P | C | P | P | - | - | P | - | - | - | - | - | - | - |
| –Medical and Dental Clinic | - | - | - | - | - | - | - | - | - | P | C | P | P | C | - | P | - | C | - | - | - | - | - |
| –Television and Radio Studios | - | - | - | - | - | - | - | - | - | P | P | P | P | P | C | P | - | C | - | - | - | - | - |

| ZONING DISTRICT → | E1 | E2 | E3 | R1 | R2 | R3 | R4 | R4A | R5 | C1 | C2 | C3 | C4 | C5 | C6 | CP | I1 | I2 | I3 | OS1 | OS2 | P | MP |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Overnight Accommodations** | | | | | | | | | | | | | | | | | | | | | | | |
| –Bed & Breakfast | - | - | - | - | - | - | C | C | C | - | P | P | P | P | - | - | - | - | - | - | - | - | - |
| –Dwelling Rental | - | - | - | C | C | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| –Hotel/Motel | - | - | - | - | - | - | - | - | - | - | - | P | P | P | P | C | - | - | - | - | - | - | - |
| –Recreational Vehicle Park | - | - | - | - | - | - | - | - | - | - | - | C | - | C | - | - | - | - | - | - | - | - | - |
| –Resort Hotel | - | - | - | - | - | - | - | - | - | - | - | P | P | P | P | - | - | - | - | - | - | - | - |
| **Parking, Commercial** | - | - | - | - | - | - | - | C | - | C | - | P | C | C | - | C | - | C | - | - | - | - | - |
| **Retail Sales & Service, Sales-Oriented** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| –Art Gallery | - | - | - | - | - | - | - | - | - | C | C | P | P | P | - | C | - | - | - | - | - | - | - |
| –Farmers Market or Farm Stand | P | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | C | - | - | - | - | - | - |
| –Grocery or Liquor Store | - | - | - | - | - | - | C | - | C | - | P | P | P | C | - | C | - | - | - | - | - | - | - |
| –Neighborhood Commercial Sale | - | - | - | - | C | C | P | P | P | - | P | P | P | C | - | C | - | - | - | - | - | - | - |
| –Office Supplies & Electronics | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| –Pet Stores | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| **Retail Sales & Service, Personal-Service Oriented** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| –Art Studio | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| –Animal Care Facilities & Service | - | - | - | - | - | - | - | - | - | - | - | C | - | P | - | C | - | - | - | - | - | - | - |
| –Animal Grooming Services | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| –Check Cashing/Loan Service | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | - | - | - | - | - | - | - | - |
| –Educational Service Establishments | - | - | - | - | - | - | - | - | C | C | C | P | P | C | P | P | P | C | C | - | - | - | - |
| –Laundry & Dry Cleaners Pick-Up | - | - | - | - | - | - | C | C | C | C | P | P | P | P | - | C | - | - | - | - | - | - | - |
| –Laundromat | - | - | - | - | - | - | C | C | C | C | P | P | P | C | - | C | - | - | - | - | - | - | - |
| –Mortuaries or Funeral Homes | - | - | - | - | - | - | - | - | - | - | - | P | P | - | - | C | - | - | - | - | - | - | - |
| –Neighborhood Commercial Services | - | - | - | - | C | C | P | P | P | C | P | P | P | P | - | C | - | - | - | - | - | - | - |
| –Pawn Shop | - | - | - | - | - | - | - | - | - | - | - | P | P | C | - | C | - | - | - | - | - | - | - |
| –Personal Improvement Service | - | - | - | - | - | - | C | C | C | C | - | P | P | P | - | C | - | - | - | - | - | - | - |
| –Veterinary (Without Outdoor Runs) | - | - | - | - | - | - | - | - | - | - | - | P | P | P | - | C | - | - | - | - | - | - | - |
| **Retail Sales & Service, Repair-Oriented** | - | - | - | - | - | - | - | P | - | C | - | P | P | P | - | P | - | - | - | - | - | - | - |
| **Self-Service Storage** | - | - | - | - | - | - | - | - | - | - | - | C | - | C | C | - | P | - | P | - | - | - | - |
| **Vehicle Sales & Service** | | | | | | | | | | | | | | | | | | | | | | | |
| –Automobile Rentals | - | - | - | - | - | - | - | - | - | - | - | P | C | C | C | C | P | - | P | - | - | - | - |
| –Automobile Sales | - | - | - | - | - | - | - | - | - | - | - | P | C | C | C | C | P | - | P | - | - | - | - |
| –Boat Rentals | - | - | - | - | - | - | - | - | - | - | - | P | C | P | C | C | P | - | P | - | - | C | P |
| –Boat Sales | - | - | - | - | - | - | - | - | - | - | - | P | C | C | C | C | P | - | P | - | - | - | P |
| –Fueling Station | - | - | - | - | - | - | - | - | - | C | C | P | C | C | - | C | - | P | - | - | - | - | - |
| –Travel Plaza | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | C | - | - | - | - | - | - | - |
| –Truck Stop | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | C | - | - | - | - | - | - | - |
| –Vehicle Repair, General | - | - | - | - | - | - | - | - | - | - | - | C | C | - | - | C | - | - | - | - | - | - | - |
| –Vehicle Repair, Limited | - | - | - | - | - | - | - | - | - | - | - | P | C | - | - | P | - | - | - | - | - | - | - |
| –Vehicle Storage | - | - | - | - | - | - | - | - | - | - | - | C | - | - | C | - | P | C | P | - | - | - | - |
| **INDUSTRIAL** | | | | | | | | | | | | | | | | | | | | | | | |
| **Artisan** | - | - | - | - | - | - | - | - | - | - | - | C | C | - | - | P | P | - | P | - | - | - | - |
| –Cabinet Shops, Woodworking | - | - | - | - | - | - | - | - | - | - | - | C | C | - | C | P | P | - | P | - | - | - | - |
| **Light Industrial Service** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | P | P | - | P | - | - | - | - |
| –Catering Facility, Large-Scale | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | P | P | - | P | - | - | - | - |
| –Crematorium | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | - | - | - | - | - | - | - | - |
| –Building Maintenance Facilities And Services | - | - | - | - | - | - | - | - | - | - | - | C | - | - | C | - | - | - | - | - | - | - | - |
| –Contractors/Others Performing Services Off-Site | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | P | P | - | P | - | - | - | - |
| –Microbrewery | - | - | - | - | - | - | - | - | - | C | C | C | C | C | C | C | - | - | - | - | - | - | - |
| –Research Service | - | - | - | - | - | - | - | - | - | - | - | C | - | - | P | P | P | - | P | - | - | - | - |
| **Marine-Related Industrial** | - | - | - | - | - | - | - | - | - | - | - | C | - | - | P | - | C | P | P | - | - | - | P |
| **Warehouse & Freight** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | P | P | C | P | - | - | - | - |
| –Parcel Service | - | - | - | - | - | - | - | - | - | - | - | P | P | - | - | P | P | C | P | - | - | - | - |
| **Waste-Related Use** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C | C | - | - | - | - |
| –Solid Waste Separation, Transfer Station | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C | C | - | - | - | - |
| –Recycling Center | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C | C | C | - | - | - | - |
| –Wrecking or Salvage Yard | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C | C | - | - | - | - |

| USE DISTRICT | T1 | T2 | T3 | R1 | R2 | R3 | R4 | R4A | R5 | C1 | C2 | C3 | C4 | C5 | C6 | CP | D1 | D2 | D3 | OS1 | OS2 | OS3 | OS4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Wholesale Trade** | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | - | P | C | P | - | - | - | - |
| **Heavy Industrial** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | - | - | - | - |
| –Heavy Equipment Sales & Rentals | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | C | P | - | - | - | - |
| –Processing of Food & Related Products | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | - | C | P | P | - | - | - | - |
| **OTHER** | | | | | | | | | | | | | | | | | | | | | | | |
| **Aquaculture Facilities** | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | - | - | - | C | C |
| **Community Gardens** | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | - | - |
| **Dock/Moorage Facility** (except as noted below) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C |
| –Docks for Single Family Homes | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P |
| – Docks for Single Family Homes on canals within Surfside or Jennings Cove | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C |
| **Navigational Aids** | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P |
| **Telecommunication Facility** | | | | | | | | | | | | | | | | | | | | | | | |
| –Antenna Support Structure | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C |
| –Antenna (on existing structure) | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P |

**SECTION 2.** Sections 22-23(b) and 22-23(c) are hereby amended so that the same shall read as follows:

**Sec. 22-23. - Single-Family Estate Density zone (E-1).**

(a) *Purpose.* This classification is intended to provide for areas of single-family dwellings with an average net density of approximately one unit per acre.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are permitted in an E-1 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Single-family dwellings, except mobile homes.~~

~~(2) Home occupations which satisfy requirements in section 22-63~~

~~(3) Temporary uses which fulfill provisions in section 22-65~~

~~(4) Farmstand sales establishments.~~

~~(c) *Conditional use permitted.* The following uses and their accessory uses are permitted in an E-1 zone, if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Churches, excluding schools, except those that only provide religious instruction.~~

~~(2) Park or recreation areas.~~

~~(3) Cemeteries.~~

~~(4) Public utility structures, such as utility substations.~~

(~~d~~ b) *Basic use standards.* Uses in an E-1 zone must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) *Lot size.*

a. The minimum lot area for single-family dwellings shall be thirty thousand (30,000) square feet.

b. The minimum lot width shall be one hundred (100) feet.

c. The minimum lot depth shall be two hundred (200) feet.

(2) *Yards.*

a. The minimum depth of the front yard will be eighty-five (85) feet.

b. The minimum depth of the side yards shall be fifteen (15) feet, except on corner lots the minimum side yard depth on a street side will be twenty (20) feet.

c. The minimum depth of the rear yard shall be forty (40) feet for a distance equal to thirty (30) per cent of the length of a line which is parallel to the rear lot line, is forty (40) feet from the rear lot line and extends to the closest property lines. The minimum depth of the rear yard for the remainder of the lot will be fourteen (14) feet, except on double-frontage and waterfront lots it shall be forty (40) feet.

(3) *Lot coverage.* Buildings will not cover more than twenty-five (25) per cent of the lot.

(4) *Building heights.* No building shall exceed a height of thirty-five (35) feet above grade.

(e c) *Other applicable use standards.*

(1) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter, except that buildings not on double-frontage lots may be in the rear yard if they are at least seven (7) feet from the rear lot line.

(2) On any lot used for residential purposes, 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, provided that the lot on which such guest house is located is thirty thousand (30,000) square feet or more in size.

(3) Every lot shall abut a street other than an alley for at least twenty-five (25) feet, except the minimum frontage for a lot on a cul-de-sac shall be fifteen (15) feet.

(4) Materials or objects which would detract from open space character of an uncovered and unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 through 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

(f d) *Nonconforming situations.* Nonconforming structures and characteristics of farmstand sales establishments that have been damaged or destroyed by natural disaster or other catastrophic event, i.e., fire or other calamity, may be replaced or reconstructed provided that:

(1) The significance of the property owner's hardship is more compelling than, and reasonably overbalances, the public benefit resulting from not allowing the use or structure to be reestablished;

(2) Replacement or reconstruction of the use or structure is compatible with the character of the neighborhood and will not jeopardize future development of the area in compliance with the provisions and intent of the city's land development regulations;

(3) The value of properties in the vicinity of the replacement or reconstruction will not be adversely affected;

(4) No expansion of gross floor area occurs;

(5) The degree of nonconformity is not increased;

(6) The replacement structure is in compliance with the city's adopted building code, Coastal Construction Control Line, and FEMA regulations; and,

(7) A building permit is issued within twenty-four (24) months after the date of destruction and the construction is diligently pursued to completion.

**SECTION 3.** Sections 22-23.1(b) and 22-23.1(c) are hereby amended so that the same shall read as follows:

**Sec. 22-23.1. - E-2 Residential Single-Family—Two units per acre.**

(a) *Purpose.* This classification is primarily intended to provide for areas of single-family dwellings with an average net density of less than two (2) 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.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are permitted in an E-2 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Single-family dwellings, except mobile homes.~~

~~(2) Home occupations which satisfy requirements in section 22-63~~

~~(3) Temporary uses which fulfill provisions in section 22-65~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an E-2 zone if the city commission, after a public hearing determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Churches.~~

~~(2) Schools.~~

~~(3) Park or recreation areas.~~

~~(4) Cemeteries.~~

~~(5) Public utility structures, such as utility substations.~~

~~(6) Dwelling rentals.~~

(~~d~~b) *Basic use standards.* Uses in an E-2 zone, except innovative residential developments, must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) *Lot size.*

a. The minimum lot area for single-family dwellings shall be fifteen thousand (15,000) square feet.

b. The minimum lot width shall be one hundred (100) feet.

c. The minimum lot depth shall be one hundred ten (110) feet.

(2) *Yards.*

a. The minimum depth of the front yard will be twenty-five (25) feet.

b. The minimum depth of the side yards shall be ten (10) feet, except on corner lots the minimum side yard depth on a street side will be twenty (20) feet.

c. The minimum depth of the rear yard shall be twenty (20) feet for a distance equal to thirty (30) per cent of the length of a line which is parallel to the rear lot line, is twenty (20) feet from the rear lot line and extends to the closest property lines. The minimum depth of the rear yard for the remainder of the lot will be seven (7) feet, except on double-frontage and waterfront lots it shall be twenty (20) feet.

(3) *Lot coverage.* Buildings will not cover more than twenty-five (25) per cent of the lot.

(4) *Building heights.* No building shall exceed a height of thirty-five (35) feet above grade.

(ec) *Other applicable use standards.*

(1) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter, except that buildings not on double-frontage lots may be in the rear yard if they are at least seven (7) feet from the rear lot line.

(2) On any lot used for residential purposes, 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, provided that the lot on which such guest house is located is thirty thousand (30,000) square feet or more in size.

(3) Every lot shall abut a street other than an alley for at least twenty-five (25) feet, except the minimum frontage for a lot on a cul-de-sac shall be fifteen (15) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards sections 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 through 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

**SECTION 4.** Sections 22-23.2(b) and 22-23.2(c) are hereby amended so that the same shall read as follows:

**Sec. 22-23.2. - E-3 Residential Single-Family—Three units per acre.**

(a) *Purpose.* This classification is primarily intended to provide for areas of single-family dwellings with an average net density of less than three (3) 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.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are permitted in an E-3 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Single-family dwellings, except mobile homes.~~

~~(2) Home occupations which satisfy requirements in section 22-63~~

~~(3) Temporary uses which fulfill provisions in section 22-65~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an E-3 zone if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Churches.~~

~~(2) Schools.~~

~~(3) Park or recreation areas.~~

~~(4) Cemeteries.~~

~~(5) Public utility structures, such as utility substations.~~

~~(6) Dwelling rentals.~~

(d~~b~~) *Basic use standards.* Uses in an E-3 zone, except innovative residential developments, must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) *Lot size.*

a. The minimum lot area for single-family dwellings shall be twelve thousand (12,000) square feet.

b. The minimum lot width shall be seventy-five (75) feet.

c. The minimum lot depth shall be one hundred ten (110) feet.

(2) *Yards.*

a. The minimum depth of the front yard will be twenty-five (25) feet.

b. The minimum depth of the side yards shall be ten (10) feet, except on corner lots the minimum side yard depth on a street side will be twenty (20) feet.

c. The minimum depth of the rear yard shall be twenty (20) feet for a distance equal to thirty (30) per cent of the length of a line which is parallel to the rear lot line, is twenty (20) feet from the rear lot line and extends to the closest property lines. The minimum depth of the rear yard for the remainder of the lot will be seven (7) feet, except on double-frontage and waterfront lots it shall be twenty (20) feet.

(3) *Lot coverage.* Buildings will not cover more than twenty-five (25) per cent of the lot.

(4) *Building heights.* No building shall exceed a height of twenty-eight (28) feet above grade, except that conditional uses with buildings that have a maximum height of thirty-five (35) feet above grade may be approved.

(e~~c~~) *Other applicable use standards.*

(1) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter, except that buildings not on double-frontage lots may be in the rear yard if they are at least seven (7) feet from the rear lot line.

(2) On any lot used for residential purposes, 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, provided that the lot on which such guest house is located is thirty thousand (30,000) square feet or more in size.

(3) Every lot shall abut a street other than an alley for at least twenty-five (25) feet, except the minimum frontage for a lot on a cul-de-sac shall be fifteen (15) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards sections 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 through 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

**SECTION 5.** Sections 22-24(b) and 22-24(c) are hereby amended so that the same shall read as follows:

**Sec. 22-24. - Single-Family Low Density zone (R-1).**

(a) *Purpose.* This classification is primarily intended 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.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are permitted in an R-1 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Single-family dwellings, except mobile homes.~~

~~(2) Home occupations which satisfy requirements in section 22-63~~

~~(3) Temporary uses which fulfill provisions in section 22-65~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an R-1 zone if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Churches, excluding schools except those that only provide religious instruction.~~

~~(2) Park or recreation areas.~~

~~(3) Cemeteries.~~

~~(4) Public utility structures, such as utility substations.~~

~~(5) Dwelling rentals.~~

(~~d~~b) *Basic use standards.* Uses in an R-1 zone, except innovative residential developments, must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) *Lot size.*

a. The minimum lot area for single-family dwellings shall be twelve thousand (12,000) square feet.

b. The minimum lot width shall be seventy-five (75) feet.

c. The minimum lot depth shall be one hundred ten (110) feet.

(2) *Yards.*

a. The minimum depth of the front yard will be twenty-five (25) feet.

b. The minimum depth of the side yards shall be seven (7) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet.

c. The minimum depth of the rear yard shall be twenty (20) feet for a distance equal to thirty (30) per cent of the length of a line which is parallel to the rear lot line, is twenty (20) feet from the rear lot line and extends to the closest property lines. The minimum depth of the rear yard for the remainder of the lot will be seven (7) feet, except on double-frontage and waterfront lots it shall be twenty (20) feet.

(3) *Lot coverage.* Buildings will not cover more than twenty-five (25) per cent of the lot.

(4) *Building heights.* No building shall exceed a height of twenty-eight (28) feet above grade, except that conditional uses with buildings that have a maximum height of thirty-five (35) feet above grade may be approved.

(e~~c~~) *Other applicable use standards.*

(1) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter, except that buildings not on double-frontage lots may be in the rear yard if they are at least seven (7) feet from the rear lot line.

(2) On any lot used for residential purposes, 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, provided that the lot on which such guest house is located is thirty thousand (30,000) square feet or more in size.

(3) Every lot shall abut a street other than an alley for at least twenty-five (25) feet, except the minimum frontage for a lot on a cul-de-sac shall be fifteen (15) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards sections 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 through 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

**SECTION 6.** Sections 22-25(b) and 22-25(c) are hereby amended so that the same shall read as follows:

**Sec. 22-25. - Single-Family Intermediate Density zone (R-2).**

(a) *Purpose.* This district is designed mainly for areas of single-family dwellings with an average net density of less than five (5) units per acre for conventional developments. In addition to housing, various public facilities and other nonresidential uses are permitted under the conditions and safeguards referred to in this section. Areas in this classification should have public water and sewer service.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are permitted in an R-2 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Single-family dwellings, except mobile homes.~~

~~(2) Home occupations which satisfy requirements in section 22-63~~

~~(3) Temporary uses which fulfill provisions in section 22-65~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an R-2 zone if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Hospitals, sanitariums, rest homes, convalescent homes and adult congregate living facilities.~~

~~(2) Churches, schools and day care centers.~~

~~(3) Park or recreation areas.~~

~~(4) Community centers and nonprofit clubs.~~

~~(5) Cemeteries.~~

~~(6) Public utility structures, such as utility substations.~~

~~(7) Dwelling rentals.~~

(~~d~~b) *Basic use standards.* Uses in an R-2 zone, except innovative residential developments, must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) *Lot size.*

a. The minimum lot area for single-family dwellings shall be nine thousand (9,000) square feet.

b. The minimum lot width shall be seventy (70) feet.

c. The minimum lot depth shall be one hundred ten (110) feet.

(2) *Yards.*

a. The minimum depth of the front yard will be twenty-five (25) feet.

b. The minimum depth of the side yards shall be seven (7) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet.

c. The minimum depth of the rear yard shall be fifteen (15) feet for a distance equal to thirty (30) per cent of the length of a line which is parallel to the rear lot line, is fifteen (15) feet from the rear lot line and extends to the closest property lines. The minimum depth of the rear yard for the remainder of the lot will be seven (7) feet, except on double-frontage and waterfront lots it shall be fifteen (15) feet.

(3) *Lot coverage.* Buildings will not cover more than thirty (30) per cent of the lot area.

(4) *Building heights.* No building shall exceed a height of twenty-eight (28) feet above grade, except that conditional uses with buildings that have a maximum height of thirty-five (35) feet above grade may be approved.

(eg) *Other applicable use standards.*

(1) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter, except that buildings not on double-frontage lots may be in the rear yard if they are at least seven (7) feet from the rear lot line.

(2) On any lot used for residential purposes, 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, provided that the lot on which such guest house is located is thirty thousand (30,000) square feet or more in size.

(3) Every lot shall abut a street other than an alley for at least twenty-five (25) feet, except the minimum frontage for a lot on a cul-de-sac shall be fifteen (15) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards in section 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 through 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

**SECTION 7.** Sections 22-26(b) and 22-26(c) are hereby amended so that the same shall read as follows:

**Sec. 22-26. - Single-Family Moderate Density zone (R-3).**

(a) *Purpose.* The major purpose of this zoning district is to provide for areas of single-family dwellings with an average net density in conventional developments of approximately six (6) units per acre or less. Innovative residential developments, however, may have higher densities. Duplexes and certain nonresidential uses are allowed when appropriate conditions and safeguards indicated in this section are fulfilled. This classification can be effectively applied to areas serving as a transition between lower density single-family zones and residential districts with medium or high densities. Public water and sewer service should be available.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are permitted in an R-3 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Single-family dwellings, except mobile homes.~~

~~(2) Home occupations which satisfy requirements in section 22-63~~

~~(3) Temporary uses which fulfill provisions in section 22-65~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an R-3 zone if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Innovative residential developments which satisfy standards in section 22-82~~

~~(2) Duplex subdivisions (not single duplexes) which fulfill provisions in section 22-83~~

~~(3) Mobile home subdivisions and conventional home/mobile home subdivisions which satisfy regulations in section 22-84~~

~~(4) Hospitals, sanitariums, rest homes, convalescent homes and adult congregate living facilities.~~

~~(5) Churches, schools and day care centers.~~

~~(6) Park or recreation areas.~~

~~(7) Cemeteries.~~

~~(8) Community centers and nonprofit clubs.~~

~~(9) Public utility structures, such as utility substations.~~

~~(10) Dwelling rentals.~~

~~(11) Student housing.~~

(~~d~~b) *Basic use standards.* Uses in an R-3 zone, except innovative residential developments, must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) *Lot size.*

a. The minimum lot area for a single-family dwelling shall be seven thousand two hundred (7,200) square feet.

b. The minimum lot area for a duplex will be twelve thousand (12,000) square feet.

c. The minimum lot width shall be seventy-five (75) feet for a duplex.

d. The minimum lot width for other uses will be sixty-five (65) feet.

e. The minimum lot depth for a duplex will be one hundred twenty (120) feet.

f. The minimum lot depth for other uses shall be one hundred (100) feet.

(2) *Yards.*

a. The minimum depth of the front yard will be twenty-five (25) feet.

b. The minimum depth of the side yards shall be seven (7) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet.

c. The minimum depth of the rear yard shall be fifteen (15) feet for a distance equal to thirty (30) per cent of the length of a line which is parallel to the rear lot line, is fifteen (15) feet from the rear lot line and extends to the closest property lines. The

minimum depth of the rear yard for the remainder of the lot will be six (6) feet, except on double-frontage and waterfront lots it shall be fifteen (15) feet.

(3) *Lot coverage.* Buildings will not cover more than thirty-five (35) per cent of the lot.

(4) *Building heights.* No building shall exceed a height of twenty-eight (28) feet above grade, except that conditional uses with buildings that have a maximum height of thirty-five (35) feet above grade may be approved.

(ec) *Other applicable use standards.*

(1) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter, except that buildings not on double-frontage lots may be in the rear yard if they are at least six (6) feet from the rear lot line.

(2) On any lot used for residential purposes, 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, provided that the lot on which such guest house is located is thirty thousand (30,000) square feet or more in size.

(3) Every lot shall abut a street other than an alley for at least twenty-five (25) feet, except the minimum frontage for a lot on a cul-de-sac shall be fifteen (15) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 through 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

**SECTION 8.** Sections 22-27(b) and 22-27(c) are hereby amended so that the same shall read as follows:

**Sec. 22-27. - Medium Density Residential zone (R-4).**

(a) *Purpose.* The medium density residential district 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.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are permitted in an R-4 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Single-family dwellings, except mobile homes.~~

~~(2) Duplexes.~~

~~(3) Triplexes and quadraplexes.~~

~~(4) Multifamily housing developments.~~

~~(5) Townhome dwellings; including those approved prior to December 18, 2006, which conform to standards in subsection 22-27(e), are hereby exempt from subsections 18-~~

~~11(g)(3) and (4), Design standards, lots, and subsections 22-27(d)(1) (5), Basic use standlards.~~

~~(6) Home occupations which satisfy requirements in section 22-63~~

~~(7) Temporary uses which fulfill provisions in section 22-65~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an R-4 zone if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Innovative residential developments which satisfy standards in section 22-82~~

~~(2) Mobile home subdivisions and conventional home/mobile home subdivisions which satisfy regulations in section 22-84~~

~~(3) Mobile home parks.~~

~~(4) Boarding houses.~~

~~(5) Hospitals, sanitariums, rest homes, convalescent homes and adult congregate living facilities.~~

~~(6) Churches, schools and day care centers.~~

~~(7) Park or recreation areas.~~

~~(8) Community centers and nonprofit clubs.~~

~~(9) Cemeteries.~~

~~(10) Public utility structures, such as utility substations.~~

~~(11) Neighborhood commercial uses listed in subsection 22-30(b).~~

~~(12) Dwelling rentals.~~

~~(13) Student housing.~~

(~~d~~b) *Basic use standards.* Uses in an R-4 zone, except innovative residential developments, must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) *Lot size.*

a. The minimum lot area for a single-family dwelling shall be five thousand (5,000) square feet.

b. The minimum lot area for a duplex, triplex or a quadraplex shall be four thousand (4,000) square feet per unit.

c. The minimum lot area for a townhome dwelling shall be one thousand five hundred (1,500) square feet.

d. Multifamily housing developments will utilize a lot with a gross density that shall not exceed ten (10) units per acre.

e. The minimum lot width for duplexes, triplexes, quadraplexes, and multifamily housing development shall be seventy-five (75) feet.

f. The minimum lot width for townhome developments shall be two hundred (200) feet. Townhome developments shall be subdivided into a minimum lot width of sixteen (16) feet and maximum lot width of twenty-four (24) feet.

g. The minimum lot width for other uses will be sixty (60) feet.

h. The minimum lot depth for duplexes, triplexes, quadraplexes, townhomes and multifamily housing development shall be ninety (90) feet.

i. The minimum lot depth for other uses will be seventy (70) feet.

(2) *Yards.*

a. The minimum depth of the front yard for townhome developments will be ten (10) feet. The minimum depth of the front yard for other uses shall be twenty-five (25) feet.

b. The minimum depth of the side yards for triplexes, quadraplexes and multifamily developments shall be ten (10) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet.

c. The minimum depth of the side yards on the periphery of the townhome developments shall be ten (10) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet. The minimum depth of the side yard between individual townhome units or lots shall be zero (0) feet.

d. The minimum depth of the side yards for other uses shall be six (6) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet.

e. The minimum depth of the rear yard shall be twenty (20) feet for triplexes, quadraplexes and multifamily developments.

f. The minimum depth of the rear yard for townhome lots that abut an alley shall be zero (0) feet. The minimum depth of the rear yard for townhome lots with all other conditions shall be fifteen (15) feet.

g. The minimum depth of the rear yard for other uses shall be fifteen (15) feet for a distance equal to thirty (30) per cent of the length of a line which is parallel to the rear lot line, is fifteen (15) feet from the rear lot line and extends to the closest property lines. The minimum depth of the remainder of the rear yard will be five (5) feet, except on double-frontage and waterfront lots it shall be fifteen (15) feet.

h. The minimum distance between residential buildings shall be twenty (20) feet except that screen porches located on the ground floor may project into the minimum distance, and except that screen porches in owner occupied condominium projects that maintain a minimum building separation of twenty-eight (28) feet or more may be enclosed with glass. The maximum combined projection between two (2) or more buildings shall be eight (8) feet.

(3) *Lot coverage.*

a. Buildings in multifamily housing developments shall not cover more than fifty (50) per cent of the lot area.

b. Buildings for principal residence in townhome developments and townhome dwelling lots shall not cover more than fifty (50) per cent of the lot area. Accessory buildings may cover an additional fifteen (15) per cent of the building site.

c. Buildings in other developments shall not cover more than forty (40) per cent of the lot area.

(4) *Building heights.* No building shall exceed forty-five (45) feet above grade.

(5) *Additional requirements dwelling, townhome.*

a. Ownership: One hundred (100) per cent of the total lot area shall be the minimum area conveyed to the lot owner, including the front yard, back yard and side yard. A homeowners maintenance shall be formed among the unit owners to assure compliance with exterior area maintenance regulations as may be adopted by the association.

b. Common area: Any portion of the original lot not divided among and incorporated into the resulting individual townhome dwelling unit lots shall be held by either of the following or a combination of the following: Each lot owner shall have an undivided interest in the common area, which shall be appurtenant to that lot. The individual interest in the common areas shall not be conveyed separately from the ownership of the said lot; or, a property owners association (POA).

c. Parking: Two (2) parking spaces per dwelling units shall be provided for townhome developments and shall be side-by-side parking and not in-line tandem parking. No off-street parking spaces shall be located between the front of the principal residence and the front property line.

d. Access: When townhome lots abut an alley, the site plan shall include provisions to utilize the alley as a service corridor for the townhome units. When townhome lots do not abut an alley, the site plan shall include a twenty-foot-wide, unobstructed service corridor along the rear of the properties which shall be dedicated to service use. Garages, surface parking and garbage pickup shall be accessed and accommodated by the service corridor.

e. Yards: Front yards of townhome units shall include a porch, stoop or covered entry. Rear yards shall be enclosed by a building wall or garden wall.

(ec) *Other applicable use standards.*

(1) All multifamily housing developments with twenty (20) or more dwelling units shall be subject to site plan review procedures specified in section 22-58

(2) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter, except that buildings not on double-frontage lots may be in the rear yard if they are at least five (5) feet from the rear lot line.

(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.

(4) Every lot shall abut a street other than an alley for at least twenty-five (25) feet, except the minimum frontage for a lot on a cul-de-sac shall be fifteen (15) feet, or the minimum frontage for a single townhome lot shall be sixteen (16) feet.

(5) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(6) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(7) Conditional uses will meet the requirements in section 22-74 through 22-86

(8) Signs will comply with standards referred to in section 22-55

(9) All other applicable ordinance requirements will also be satisfied.

**SECTION 9.** Sections 22-27.1(b) and 22-27.1(c) are hereby amended so that the same shall read as follows:

**Sec. 22-27.1. - Hutchinson Island Medium Density Residential zone (R-4A).**

(a) *Purpose.* It is the purpose of this section to establish height and density regulations for lands located within the city which are situated east of the Indian River. The R-4A zone is compatible with the Medium Density Residential Hutchinson Island designation in the comprehensive plan. Permitted gross residential densities in this district may not generally exceed eight (8) units per acre. Bonus density of up to one additional unit per acre is available as provided for in this section. This district is established because Hutchinson Island is a sensitive barrier island which presents development considerations which are

either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are permitted in an R-4A zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Single-family dwellings, except mobile homes.~~

~~(2) Duplexes.~~

~~(3) Triplexes and quadraplexes.~~

~~(4) Multifamily housing developments.~~

~~(5) Within multifamily housing developments the following uses are permitted, provided that all such uses located within an apartment structure and the area of the individual businesses combined does not comprise more than five (5) per cent of the total floor area:~~

~~a. Personal service establishments such as a beauty parlor, barber shop, tailor and other similar uses, provided not more than three (3) persons are employed in any one establishment.~~

~~b. Retail sales establishments intended primarily for the use of the tenants, provided that any one establishment does not exceed one thousand six hundred (1,600) square feet.~~

~~c. Doctors' offices and medical clinics primarily for the use of the tenants, provided that any one establishment does not exceed one thousand two hundred (1,200) square feet.~~

~~(6) Townhome dwellings.~~

~~(7) Home occupations which satisfy requirements in section 22-65~~

~~(8) Temporary uses which fulfill provisions in section 22-65~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an R-4A zone if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Sanitariums, rest homes, convalescent homes and adult congregate living facilities.~~

~~(2) Churches, schools and day care centers.~~

~~(3) Park or recreation areas.~~

~~(4) Community centers and nonprofit clubs.~~

~~(5) Public utility structures, such as utility substations.~~

~~(6) Neighborhood commercial uses listed in subsection 22-30(b).~~

~~(7) Dwelling rentals.~~

~~(8) Commercial off-street parking lots.~~

(~~d~~b) *Basic use standards.* Uses in an R-4A zone must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) *Lot size.*

a. The minimum lot area for a single-family dwelling shall be five thousand (5,000) square feet.

b. The minimum lot area for a townhome dwelling lot shall be one thousand five hundred (1,500) square feet.

c. The minimum lot area for a duplex, triplex or a quadraplex shall be five (5,000) square feet per unit.

d. Multifamily housing developments will utilize a lot with a gross density that shall not exceed eight (8) units per acre.

e. The minimum lot width for duplexes, triplexes, quadraplexes and multifamily housing developments shall be seventy-five (75) feet.

f. The minimum lot width for townhome developments shall be two hundred (200) feet. Townhome developments shall be subdivided into a minimum lot width of sixteen (16) feet and maximum lot width of twenty-four (24) feet.

g. The minimum lot width for other uses shall be sixty (60) feet.

h. The minimum lot depth for duplexes, triplexes and multifamily housing developments shall be ninety (90) feet.

i. The minimum lot depth for townhome development shall be ninety (90) feet.

j. The minimum lot depth for other uses shall be seventy (70) feet.

(2) *Yards.*

a. The minimum depth of the front yard for townhome developments will be ten (10) feet. The minimum depth of the front yard for other uses shall be twenty-five (25) feet.

b. The minimum depth of the side yards for triplexes, quadraplexes and multifamily developments shall be ten (10) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet.

c. The minimum depth of the side yards on the periphery of the townhome developments shall be ten (10) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet. The minimum depth of the side yard between individual townhome units or lots shall be zero (0) feet.

d. The minimum depth of the side yards for other uses shall be six (6) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet.

e. The minimum depth of the rear yard shall be twenty (20) feet for triplexes, quadraplexes and multifamily developments.

f. The minimum depth of the rear yard for townhome lots that abut an alley shall be zero (0) feet. The minimum depth of the rear yard for townhome lots with all other conditions shall be fifteen (15) feet.

g. All other uses: The minimum depth of the rear yard shall be fifteen (15) feet for a distance equal to thirty (30) per cent of the length of a line which is parallel to the rear lot line, is fifteen (15) feet from the rear lot line and extends to the closest property lines. The minimum depth of the rear yard for the remainder of the lot will be five (5) feet, except on double-frontage and waterfront lots it shall be fifteen (15) feet.

h. The minimum distance between residential buildings shall be twenty (20) feet except that screen porches located on the ground floor may project into the minimum distance, and except that screen porches in owner occupied condominium projects that maintain a minimum building separation of twenty-eight (28) feet or more may be enclosed with glass. The maximum combined projection between two (2) or more buildings shall be eight (8) feet.

(3) *Lot coverage.*

a. Buildings in multifamily housing developments shall not cover more than forty-five (45) per cent of the lot area.

b. Buildings for principal residence in townhome developments and townhome dwelling lots shall not cover more than fifty (50) per cent of the lot area. Accessory buildings may cover an additional fifteen (15) per cent of the building site.

c. Buildings in other developments shall not cover more than forty (40) per cent of the lot area.

(4) *Buildings heights.* No building shall exceed forty-five (45) feet above grade.

(5) *Density.* Unless otherwise provided, densities on land within the city situated east of the Indian River may not exceed eight (8) units a gross acre, other provisions of this chapter notwithstanding. However, upon application in the manner provided for by section 22-58, the commission may allow one additional density bonus for landscaping, for a maximum allowable addition of one (1) density bonus unit per acre upon consideration by the commission of their compatibility with the natural features of the area and surrounding development and the availability of supporting infrastructure. The application shall demonstrate compliance with each of the following criteria depending upon the categories for which density bonuses are sought:

a. *Landscaping.*

1. Landscape area requirements as specified in section 22-59 shall be increased by twenty (20) per cent;

2. Landscape tree planting requirements as specified in section 22-59 shall be increased by twenty (20) per cent;

3. Minimum height levels of required trees at time of planting, as specified in subsection 22-59(b)(3)b.1. shall be increased by fifty (50) per cent;

4. Landscape irrigation/sprinkler systems shall be installed;

5. All plant species must be salt tolerant and meet with the approval of the director of development. An approved species list may be obtained from the director of development.

(6) *Additional requirements dwelling, townhome.*

a. Ownership: One hundred (100) per cent of the total lot area shall be the minimum area conveyed to the lot owner, including the front yard, back yard and side yard. A homeowners maintenance shall be formed among the unit owners to assure compliance with exterior area maintenance regulations as may be adopted by the association.

b. Common Area: Any portion of the original lot not divided among and incorporated into the resulting individual townhome dwelling unit lots shall be held by either of the following or a combination of the following. Each lot owner shall have an undivided interest in the common area, which shall be appurtenant to that lot. The individual interest in the common areas shall not be conveyed separately from the ownership of the said lot; or, a property owners association (POA).

c. Parking: Two (2) parking spaces per dwelling units shall be provided for townhome developments and shall be side-by-side parking and not in-line tandem parking. No off-street parking spaces shall be located between the front of the principal residence and the front property line.

d. Access: When townhome lots abut an alley, the site plan shall include provisions to utilize the alley as a service corridor for the townhome units. When townhome lots do not abut an alley, the site plan shall include a twenty-foot-wide, unobstructed service corridor along the rear of the properties which shall be dedicated to service use. Garages, surface parking and garbage pickup shall be accessed and accommodated by the service corridor.

e. Yards: Front yards of townhome units shall include a porch, stoop or covered entry. Rear yards shall be enclosed by a building wall or garden wall.

(ec) *Other applicable use standards.*

(1) All multifamily housing developments with twenty (20) or more dwelling units shall be subject to site plan review procedures specified in section 22-58

(2) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter, except that buildings not on double-frontage lots may be in the rear yard if they are at least five (5) feet from the rear lot line.

(3) On any lot used for residential purposes, other than a multifamily housing development, no more than one (1) residential building will be allowed on the lot, except one (1) building without kitchen facilities may be allowed as a guest house.

(4) Every lot shall abut a street other than an alley for at least twenty-five (25) feet, except the minimum frontage for a lot on a cul-de-sac shall be fifteen (15) feet, or the minimum frontage for a townhome development shall be sixteen (16) feet.

(5) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(6) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(7) Conditional uses will meet the requirements in sections 22-74 through 22-86

(8) Signs will comply with standards referred to in section 22-55

(9) All other applicable ordinance requirements will also be satisfied.

**SECTION 10.** Sections 22-28(b) and 22-28(c) are hereby amended so that the same shall read as follows:

**Sec. 22-28. - High** Density **Residential zone (R-5).**

(a) *Purpose.* This residential category is intended to encourage the development of multifamily dwellings. Maximum gross densities should generally not exceed fifteen (15) units per acre for conventional developments and eighteen (18) units per acre for innovative residential developments. This zone provides for high density residential uses in locations which have suitable utilities and have good access to arterial or collector streets. Single-family homes, townhomes, duplexes, other residential uses, and various nonresidential uses are allowed when parameters and safeguards in this section are satisfied.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are permitted in an R-5 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Triplexes and quadraplexes.~~

~~(2) Multifamily housing developments.~~

~~(3) Within multifamily housing developments the following uses are permitted, provided that all such uses are located within an apartment structure and the area of the individual businesses combined does not comprise more than five (5) per cent of the total floor area:~~

~~a. Personal service establishments such as a beauty parlor, barber shop, tailor and other similar uses, provided not more than three (3) persons are employed in any one establishment.~~

~~b. Retail sales establishments primarily for the use of the tenants, provided that any one establishment does not exceed one thousand six hundred (1,600) square feet.~~

~~e. Doctors' offices and medical clinics primarily for the use of the tenants, provided that any one establishment does not exceed one thousand two hundred (1,200) square feet.~~

~~(4) Townhome dwellings.~~

~~(5) Home occupations which satisfy requirements in section 22-63~~

~~(6) Temporary uses which fulfill provisions in section 22-65~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an R-5 zone if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Innovative residential developments which satisfy standards in section 22-82~~

~~(2) Single-family dwellings and duplexes.~~

~~(3) Mobile home parks.~~

~~(4) Boarding houses.~~

~~(5) Hospitals, sanitariums, rest homes, convalescent homes and adult congregate living facilities.~~

~~(6) Churches, schools and day care centers.~~

~~(7) Park or recreation areas.~~

~~(8) Community centers and nonprofit clubs.~~

~~(9) Cemeteries.~~

~~(10) Public utility structures, such as utility substations.~~

~~(11) Neighborhood commercial uses listed in subsection 22-30(b).~~

~~(12) Dwelling rentals.~~

~~(13) Restaurants that do not meet the criteria specified in subsection 22-28(b)(3).~~

~~(14) Student housing.~~

(d~~b~~) *Basic use standards.* Uses in an R-5 zone, except innovative residential developments, must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) *Lot size.*

a. The minimum lot area for a single-family dwelling shall be five thousand (5,000) square feet.

b. The minimum lot area for a townhome dwelling shall be one thousand five hundred (1,500) square feet.

c. The minimum lot area for a duplex shall be seven thousand (7,000) square feet.

d. The minimum lot area for a triplex and quadraplex shall be twenty-five hundred (2,500) square feet per unit.

e. Multifamily housing developments will utilize a lot with a gross density that shall not exceed fifteen (15) units per acre.

f. The minimum lot width for duplexes, triplexes, quadraplexes and multifamily housing developments shall be sixty (60) feet.

g. The minimum lot width for townhome developments shall be two hundred (200) feet. Townhome developments shall be subdivided into a minimum lot width of sixteen (16) feet and maximum lot width of twenty-four (24) feet.

h. The minimum lot width for other uses will be sixty (60) feet.

i. The minimum lot depth for duplexes, triplexes, quadraplexes and multifamily housing developments shall be eighty (80) feet.

j. The minimum lot depth for other uses will be seventy (70) feet.

k. The minimum lot depth for townhome development shall be ninety (90) feet.

(2) *Yards.* The following yard requirements shall apply except when a lot has a building over forty-five (45) feet tall. In such cases, side and rear requirements and the minimum distance between residential buildings located on the same property will be increased by one foot for every foot the tallest building on the lot exceeds forty-five (45) feet in height.

a. The minimum depth of the front yard for townhome developments will be ten (10) feet. The minimum depth of the front yard for other uses shall be twenty-five (25) feet.

b. The minimum depth of the side yards for triplexes, quadraplexes and multifamily housing developments shall be ten (10) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet.

c. The minimum depth of the side yards on the periphery of the townhome developments shall be ten (10) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet. The minimum depth of the side yard between individual townhome units or lots shall be zero (0) feet.

d. The minimum depth of the side yards for other uses shall be six (6) feet, except on corner lots the minimum side yard depth on a street side will be fifteen (15) feet.

e. The minimum depth of the rear yard shall be twenty (20) feet for triplexes, quadraplexes and multifamily housing developments.

f. The minimum depth of the rear yard for townhome lots that abut an alley shall be zero (0) feet. The minimum depth of the rear yard for townhome lots with all other conditions shall be fifteen (15) feet.

g. The minimum depth of the rear yard for other uses shall be fifteen (15) feet for a distance equal to thirty (30) per cent of the length of a line which is parallel to the rear lot line, is fifteen (15) feet from the rear lot line and extends to the closest property lines. The minimum depth of the remainder of the rear yard will be five (5) feet, except on double-frontage and waterfront lots it shall be fifteen (15) feet.

h. The minimum distance between residential buildings shall be twenty (20) feet except that screen porches located on the ground floor may project into the minimum distance. The maximum combined projection between two (2) or more buildings shall be eight (8) feet.

(3) *Lot coverage.*

a. Buildings in multifamily housing developments shall not cover more than fifty (50) per cent of the lot area.

b. Buildings for principal residence in townhome developments and townhome dwelling lots shall not cover more than fifty (50) per cent of the lot area. Accessory buildings may cover an additional fifteen (15) per cent of the building site.

c. Buildings in other developments shall not cover more than forty-five (45) per cent of the lot area.

(4) *Building heights.* No building shall exceed two hundred (200) feet above grade.

(5) *Additional requirements dwelling, townhome.*

a. Ownership: One hundred (100) per cent of the total lot area shall be the minimum area conveyed to the lot owner, including the front yard, back yard and side yard. A homeowners maintenance shall be formed among the unit owners to assure compliance with exterior area maintenance regulations as may be adopted by the association.

b. Common area: Any portion of the original lot not divided among and incorporated into the resulting individual townhome dwelling unit lots shall be held by either of the following or a combination of the following: Each lot owner shall have an undivided interest in the common area, which shall be appurtenant to that lot. The individual interest in the common areas shall not be conveyed separately from the ownership of the said lot; or, a property owners association (POA).

c. Parking: Two (2) parking spaces per dwelling units shall be provided for townhome developments and shall be side-by-side parking and not in-line tandem parking. No off-street parking spaces shall be located between the front of the principal residence and the front property line.

d. Access: When townhome lots abut an alley, the site plan shall include provisions to utilize the alley as a service corridor for the townhome units. When townhome lots do not abut an alley, the site plan shall include a twenty-foot-wide, unobstructed service corridor along the rear of the properties which shall be dedicated to service use. Garages, surface parking and garbage pickup shall be accessed and accommodated by the service corridor.

e. Yards: Front yards of townhome units shall include a porch, stoop or covered entry. Rear yards shall be enclosed by a building wall or garden wall.

(ec) *Other applicable use standards.*

(1) All multifamily housing developments with twenty (20) or more dwelling units shall be subject to site plan review procedures specified in section 22-58

(2) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter, except that buildings not on double-frontage lots may be in the rear yard if they are at least five (5) feet from the rear lot line.

(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.

(4) Every lot shall abut a street other than an alley for at least twenty-five (25) feet, except the minimum frontage for a lot on a cul-de-sac shall be fifteen (15) feet, or the minimum frontage for a townhome development shall be sixteen (16) feet.

(5) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(6) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(7) Conditional uses will meet the requirements in sections 22-74 through 22-86

(8) Signs will comply with standards referred to in section 22-55

(9) All other applicable ordinance requirements will also be satisfied.

**SECTION 11.** Sections 22-29(b) and 22-29(c) are hereby amended so that the same shall read as follows:

**Sec. 22-29. - Office commercial zone (C-1).**

(a) *Purpose.* This commercial classification is intended primarily for uses involving business and institutional uses which do not involve the direct sale or display of goods, the production of goods or the storage or shipment of bulk or large volume materials. Convenience commercial facilities, restaurants and certain other uses are allowed when appropriate conditions and safeguards indicated in this section are fulfilled. Uses in this district should have good access to arterial or collector streets. This district is sometimes suitable for use as a buffer separating other commercial zones from residential districts.

~~(b) *Semi-restricted uses.* The following uses and their accessory uses are permitted in a C-1 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Finance, insurance and real estate establishments, such as banks, savings and loan associations, credit unions, security and commodity brokers, life insurance companies, car insurance companies and real estate companies.~~

~~(2) Business service establishments, such as employment services, advertising services, consumer credit and reporting services, collection services, mailing services and building maintenance services.~~

~~(3) Communication service establishments, such as newspaper and printing services, television and radio services (except transmission towers) and telephone and telegraph services (except transmission towers).~~

~~(4) Professional service establishments, except hospitals, such as doctors' offices, medical clinics and laboratories, legal services, engineering and architectural services and accounting, auditing and bookkeeping services.~~

~~(5) Administrative offices for businesses, public uses or semi-public uses.~~

~~(6) Home occupations which satisfy requirements in section 22-63~~

~~(7) Temporary uses meeting the requirements in section 22-65~~

~~(c) *Conditional uses.* The following uses and their accessory uses are permitted in a C-1 zone if the uses do not include drive-in purchase or service facilities which make it possible for a person to transact business from a vehicle and if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Any of the following uses which are located on the ground floor of a building with offices and which are intended primarily for employees of semi-restricted uses located in the C-1 zone:~~

~~a. Restaurants.~~

~~b. Barber shops.~~

~~c. Beauty shops.~~

~~d. Laundry and dry cleaning establishments.~~

~~e. Shoe repair services.~~

~~f. Small drug stores.~~

~~(2) Commercial off-street parking lots.~~

~~(3) Hospitals, convalescent or nursing homes, and adult congregate living facilities. Maximum residential density for an adult congregate living facility shall not exceed thirty (30) units per acre.~~

~~(4) Post offices.~~

~~(5) Park or recreation areas.~~

~~(6) Cemeteries.~~

~~(7) Public utility structures, such as utility substations.~~

~~(8) Multifamily housing developments which satisfy the standards for multifamily housing developments in an R-4 zone.~~

~~(9) Day care centers which are intended primarily for use by employees of permitted uses located in the C-1 zone.~~

~~(10) Residential uses, when located in the upper stories of a structure where the ground floor is developed as a semi-restricted use. Residential density shall not exceed eighteen (18) units an acre.~~

(~~d~~b) *Basic use standards.* Uses in a C-1 zone must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) Lot size.

a. The minimum lot area shall be ten thousand (10,000) square feet.

b. The minimum lot width shall be seventy (70) feet.

c. The minimum lot depth shall be ninety (90) feet.

(2) Yards.

a. The minimum depth of the front yard will be twenty-five (25) feet.

b. The minimum yard depth (if not the front yard) for portions of the property abutting a public right-of-way or residential district shall be fifteen (15) feet.

(3) Lot coverage. Buildings shall not cover more than sixty (60) per cent of the lot area.

(4) Building height. No building shall exceed a height of sixty-five (65) feet above grade.

(e~~c~~) *Other applicable use standards.*

(1) Site plan review shall be required for uses which have buildings with more than four thousand (4,000) square feet of floor area.

(2) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter.

(3) Every lot shall abut a street other than an alley for at least fifty (50) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 through 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

**SECTION 12.** Sections 22-30(b) and 22-30(c) are hereby amended so that the same shall read as follows:

**Sec. 22-30. - Neighborhood commercial zone (C-2).**

(a) *Purpose.* This district is intended to be a restricted commercial zone which is designed to meet some of the commercial needs of the immediate residential neighborhood. Uses allowed are primarily those which provide convenience goods or frequently used services. Large business operations and extensions of strip commercial areas are not desired. Areas zoned C-2 should be located near the intersections of major streets and generally close to an R-4 zone.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are permitted in a C-2 zone if no more than five thousand (5,000) square feet of floor area is devoted to each use, if the uses do not include drive-in purchase or service facilities which make it possible for a person to transact business from a vehicle and if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Uses allowed as semi-restricted uses in a C-1 zone.~~

~~(2) Grocery, meat, fruit and vegetable stores.~~

~~(3) Bakeries.~~

~~(4) Drugstores.~~

~~(5) Hardware stores.~~

~~(6) Beauty shops.~~

~~(7) Barber shops.~~

~~(8) Laundry and dry-cleaning establishments.~~

~~(9) Home occupations which satisfy requirements in section 22-63~~

~~(10) Temporary uses which fulfill provisions in section 22-65~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in a C-2 zone if no more than five thousand (5,000) square feet of floor area are devoted to each use and if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Restaurants, banks and savings and loan associations which do not include drive-in purchase or service facilities which make it possible for a person to transact business from a vehicle.~~

~~(2) Gasoline service stations and car washes.~~

~~(3) Neighborhood health centers.~~

~~(4) Churches and day care centers.~~

~~(5) Park or recreation areas.~~

~~(6) Libraries.~~

~~(7) Fire stations.~~

~~(8) Community centers and nonprofit clubs.~~

~~(9) Public utility structures, such as utility substations.~~

~~(10) Cemeteries.~~

~~(11) Multifamily housing developments which satisfy the standards for multifamily housing developments in an R-4 zone.~~

(~~d~~b) *Basic use standards.* Uses in a C-2 zone, except multifamily housing developments, must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) *Lot size.*

a. The minimum lot area shall be ten thousand (10,000) square feet.

b. The minimum lot width shall be seventy (70) feet.

c. The minimum lot depth shall be ninety (90) feet.

(2) *Yards.*

a. The minimum depth of the front yard will be twenty-five (25) feet.

b. The minimum yard depth (if not the front yard) for portions of the property abutting a public right-of-way or residential district shall be fifteen (15) feet.

(3) *Lot coverage.* Buildings shall not cover more than sixty (60) per cent of the lot area.

(4) *Building height.* No building shall exceed a height of forty-five (45) feet above grade.

(~~e~~c) *Other applicable use standards.*

(1) Site plan review shall be required for multifamily housing developments with twenty (20) or more dwelling units and for other uses which have buildings with more than four thousand (4,000) square feet of floor area.

(2) Accessory buildings shall comply with all yard, lot coverage, and building height requirements of this chapter.

(3) Every lot shall abut a street other than an alley for at least fifty (50) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 through 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

**SECTION 13.** Sections 22-31(b) and 22-31(c) are hereby amended so that the same shall read as follows:

**Sec. 22-31. - General commercial zone (C-3).**

(a) *Purpose.* The district is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead it should promote concentrations of commercial activities.

(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are permitted in a C-3 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:

(1) Uses allowed as semi-restricted uses in a C-1 zone.

(2) Retail sales establishments (including incidental manufacturing and repairing of goods on the premises, provided, however, that the space devoted to manufacturing and repairing does not exceed twenty (20) per cent of the gross floor area of the establishment) such as restaurants, bars, grocery stores, bakeries, department stores, clothing stores, fabric shops, luggage stores, gift shops, jewelry stores, florist shops, camera shops, record stores, toy stores, book stores, newsstands, stationery stores, drug stores, sporting goods stores, furniture stores, appliance stores, hardware stores, auto parts stores, gasoline service stations, bicycle shops and auto sales facilities.

(3) Motels/hotels.

(4) Personal service establishments, such as laundering and dry-cleaning establishments (except those which primarily serve other businesses), beauty and barber services, garment alterations and funeral homes.

(5) Repair service establishments which facilitate light repair work, including: Auto repair such as tune-ups, transmissions, mufflers, reupholstering, pinstriping (excludes auto body and paint shops) and truck repair not to exceed trucks over one ton capacity; radio and television repair services; watch, clock and jewelry repair services, and shoe repair services.

(6) Educational service establishments, such as vocational and trade schools, business and stenographic schools, art and music schools, dancing schools and correspondence schools.

(7) Public and semi-public facilities, except hospitals, sanitariums, rest homes, convalescent homes, public utility structures and public works maintenance facilities.

(8) Private indoor amusement, entertainment and/or recreation establishments, such as theaters, bowling alleys, pool halls, dance halls and indoor tennis courts and handball and swimming pool facilities.

(9) Taxi stations.

(10) Commercial off-street parking lots.

(11) Temporary uses meeting the requirements in section 22-65

(12) Adult establishments, pursuant to Chapter 11.5

(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in a C-3 zone if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:

(1) Repair service establishments not allowed as a semi-restricted use in this zone.

(2) Wholesale trade, warehouse and distribution establishments (including trucking terminals).

(3) Contract construction service establishments.

(4) Kennels.

(5) Bus depots.

(6) Hospitals, sanitariums, rest homes, convalescent homes, and adult congregate living facilities. The maximum residential density for an adult congregate living facility shall not exceed thirty (30) units per acre.

~~(7) Public utility structures and public works maintenance facilities.~~

~~(8) Cemeteries.~~

~~(9) Amusement parks.~~

~~(10) Marinas, including marinas with charter fishing facilities.~~

~~(11) Expansion of a structure with a nonconforming commercial or industrial use if the structure is not enlarged by more than twenty (20) per cent and the structure being enlarged does not violate provisions in section 22-102~~

~~(12) Multifamily housing developments which satisfy the standards for multifamily housing developments in an R-5 zone.~~

~~(13) *Reserved.*~~

~~(14) Flea markets.~~

~~(15) Nonprofit bingo halls.~~

~~(16) Industrial, semi-restricted uses permitted in section 22-34(b) [Light industrial zone (I-1)] except the uses specified in sections 22-34(b)(6) and (7).~~

~~(17) Ship and boat building and repair facilities.~~

~~(18) Recreational vehicle parks.~~

~~(19) Day care centers and schools other than educational service establishments.~~

~~(20) Railroad passenger station.~~

~~(21) Amusement arcades and arcade amusement centers.~~

(~~d~~b) *Basic use standards.* Uses in a C-3 zone must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) Lot size.

a. The minimum lot area shall be ten thousand (10,000) square feet.

b. The minimum lot width shall be seventy (70) feet.

c. The minimum lot depth shall be ninety (90) feet.

(2) Yards.

a. The minimum depth of the front yard will be twenty-five (25) feet.

b. The minimum yard depth (if not the front yard) for portions of the property abutting a public right-of-way or residential district shall be fifteen (15) feet.

(3) Lot coverage. Buildings shall not cover more than sixty (60) per cent of the lot area.

(4) Building height. No building shall exceed a height of sixty-five (65) feet above grade, except that multifamily developments in accordance with the requirements of the R-5 zone may be approved.

(e~~c~~) *Other applicable use standards.*

(1) Site plan review shall be required for uses which have buildings with more than four thousand (4,000) square feet of floor area.

(2) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter.

(3) Every lot shall abut a street other than an alley for at least fifty (50) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 through 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

(9) An adult establishment is not permitted in C-3 unless the adult establishment is at least:

a. One thousand (1,000) feet from any other adult establishment:

b. Four hundred (400) feet from any established church, public or private school, public playground or public park;

c. Four hundred (400) feet from any areas zoned E-1, R-1, R-2, R-3, R-4, or R-5.

(10) For purposes of the distance limitations contained in subsection (e)(9) above, the measurement shall be made by extending a straight line from the main entrance of the building of the adult establishment to the:

a. Front door of the main building occupied by any other adult establishment or any established church; or

b. To the nearest property line of any residential district, playground, school or park.

**SECTION 14.** Sections 22-32(b) and 22-32(c) are hereby amended so that the same shall read as follows:

**Sec. 22-32. - Central commercial zone (C-4).**

(a) *Purpose.* This direct is intended to serve as a primary center of commercial and institutional activity and as a readily identifiable focal point of the community and surrounding area. It is intended to be an intensively used area catering primarily to the pedestrian. The district is not suitable for low intensity uses requiring a large tract of land, most types of repair services, warehouses and other uses which would detract from the character of the area.

~~(b) *Semi-restricted uses permitted.* Except for the following uses and their accessory uses, uses permitted in a C-3 zone as semi-restricted uses will be permitted in a C-4 zone as semi-restricted uses if the uses do not include drive-in purchase or service facilities which make it possible for a person to transact business from a vehicle and if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws.~~

~~(1) Retail sales establishments selling automobiles or other large motorized vehicles.~~

~~(2) Post offices, police stations and fire stations.~~

~~(3) Taxi stations.~~

~~(4) Commercial off-street parking lots.~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in a C-4 zone as conditional uses if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Uses permitted in subsection (b) of this section that have drive-in purchases or service facilities which make it possible for a person to transact business from a vehicle.~~

~~(2) Stores selling or repairing automobiles or other large motorized vehicles.~~

~~(3) Bus depots and taxi stations.~~

~~(4) Commercial off-street parking lots.~~

~~(5) Hospitals, sanitariums, rest homes and convalescent homes.~~

~~(6) Post offices, police stations and fire stations.~~

~~(7) Multifamily housing developments which satisfy the standards for multifamily housing developments in an R-5 zone.~~

~~(8) Marinas, including marinas with charter fishing facilities.~~

~~(9) Manufacturing, other than that allowed as an accessory use in subsection (b) of this section, which provides an opportunity for safe public viewing of the manufacturing, and involves production of products for retail sale on the premises.~~

~~(10) Expansion of a structure with a nonconforming commercial or industrial use if the structure is not enlarged by more than twenty (20) per cent and the structure being enlarged does not violate provisions in section 22-102~~

~~(11) Public utility structures.~~

~~(12) Flea markets.~~

~~(13) Residential uses, when located in the upper stories of a structure where the ground floor is developed as a semirestricted use. Residential density shall not exceed thirty (30) units an acre.~~

~~(14) Railroad passenger station.~~

(~~d~~b) *Basic use standards.* Uses in a C-4 zone, except multifamily housing developments, must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) Yards. The minimum yard depth for portions of the property abutting a residential district or across an existing street from a residential district will be fifteen (15) feet.

(2) Reserved.

(e~~c~~) *Other applicable use standards.*

(1) Uses identified as a permitted use within the Use Table are only permitted if they do not include drive-in purchase or service facilities which make it possible for a person to transact business from a vehicle. Uses identified as a permitted use within the Use Table that have drive-in purchase or service facilities which make it possible for a person to transact business from a vehicle shall be allowed as a Conditional Use.

(~~1~~2) Site plan review shall be required for all uses which have buildings with more than four thousand (4,000) square feet of floor area.

(~~2~~3) Indoor storage will not be the principal use of the ground floor of any building.

(~~3~~4) Accessory buildings shall comply with yard, lot coverage and building height requirements of this chapter.

(~~4~~5) Every lot shall abut a street other than an alley for at least fifteen (15) feet.

(~~5~~6) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(~~6~~7) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(~~7~~8) Conditional uses will meet the requirements in sections 22-74 through 22-86

(~~8~~9) Signs will comply with standards referred to in section 22-55

(910) All other applicable ordinance requirements will also be satisfied.

**SECTION 15.** Sections 22-33(b) and 22-33(c) are hereby amended so that the same shall read as follows:

**Sec. 22-33. - Tourist commercial zone (C-5).**

(a) *Purpose.* The intent of this district is primarily to provide suitable locations for tourist facilities and certain tourist related establishments. In part, this means that areas in the zone should be in close proximity to an arterial or collector street. It also means that the uses allowed should be much more limited than those permitted in a C-3 or C-4 zone. Regulations for the district are designed to enhance the attractiveness and convenience of the facilities for tourist use.

~~(b) *Semi-restricted uses permitted.* The following uses are permitted in a C-5 zone as semirestricted uses if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Restaurants, delicatessens and bars.~~

~~(2) Motels, hotels and resort hotels.~~

~~(3) Retail sales and service establishments, provided that any one establishment does not exceed one thousand six hundred (1,600) square feet in area.~~

~~(4) Service facilities which provide personal services in conjunction with and incidental to a motel.~~

~~(5) Amusement, entertainment and/or recreation establishments.~~

~~(6) Home occupations which satisfy requirements in section 22-63~~

~~(7) Temporary uses which fulfill provisions in section 22-65~~

~~(8) Single family homes which satisfy requirements in section 22-101(2)b.~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in a C-5 zone if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Retail foodstuff establishments, and drug stores not over five thousand (5,000) square feet in size.~~

~~(2) Self service laundries.~~

~~(3) Gasoline service stations.~~

~~(4) Branch financial institutions.~~

~~(5) Commercial off-street parking lots.~~

~~(6) Neighborhood health centers.~~

~~(7) Hospitals, sanitariums, rest homes, convalescent homes and adult congregate living facilities.~~

~~(8) Churches and day care centers.~~

~~(9) Public and semi-public park or recreation areas.~~

~~(10) Libraries.~~

~~(11) Fire stations.~~

~~(12) Community centers and nonprofit clubs.~~

~~(13) Cemeteries.~~

~~(14) Public utility structures, such as utility substations.~~

~~(15) Multifamily housing developments which satisfy the standards for multifamily housing developments in an R-5 zone and standards for Hutchinson Island.~~

~~(16) Medical offices.~~

(~~d~~b) *Basic use standards.* Uses in a C-5 zone, except multifamily housing developments, must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) Lot size.

a. The minimum lot area shall be ten thousand (10,000) square feet.

b. The minimum lot width shall be seventy (70) feet.

c. The minimum lot depth shall be ninety (90) feet.

(2) Yards.

a. The minimum depth of the front yard will be twenty-five (25) feet.

b. The minimum yard depth (if not the front yard) for portions of the property abutting a public right-of-way or residential district shall be fifteen (15) feet.

(3) Lot coverage. Buildings shall not cover more than sixty (60) per cent of the lot area.

(4) Building height. No building shall exceed a height of forty-five (45) feet above grade, except that multifamily housing developments in accordance with the requirements of the R-5 zone may be approved.

(e~~c~~) *Other applicable use standards.*

(1) Site plan review shall be required for multifamily housing developments and for other uses which have buildings with more than four thousand (4,000) feet of floor area.

(2) Accessory buildings shall comply with all yard, lot coverage and building requirements of this chapter.

(3) Every lot shall abut a street other than an alley for at least fifty (50) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 through 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

**SECTION 16.** Sections 22-33.1(b) and 22-33.1(c) are hereby amended so that the same shall read as follows:

**Sec. 22-33.1. - Marine commercial zone (C-6).**

(a) *Purpose.* The intent of this district is primarily to provide suitable locations for compatible marine commercial and tourist-related facilities. In part, this means that areas in the zone should be in close proximity to an arterial or collector street and should also be located in close proximity to the waterfront. The requirements in this zone recognize that certain marine oriented commercial activities can be compatible with activities that are more

tourist-related and when combined can create a special environment. The uses laid out in this zone are not meant to be as inclusive as those found in a general commercial zone, but rather should be reserved for uses that are dependent on or benefit from proximity to the water.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are allowed in a C-6 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning provisions and other city laws:~~

~~(1) Restaurants and restaurants with bars.~~

~~(2) Seafood retailers and markets.~~

~~(3) Retail boat and marine equipment sales establishments.~~

~~(4) Retail trade facilities used for the sale of products such as ice, bait, tackle, charts, gifts, groceries, and other products that are marine or tourist oriented.~~

~~(5) Marinas, including marinas with charter fishing facilities.~~

~~(6) Ship and boat repair facilities.~~

~~(7) Charter fishing offices.~~

~~(8) Marine regulatory agencies.~~

~~(9) Offices for marine-related businesses.~~

~~(10) Marine research and educational facilities.~~

~~(11) Motels and hotels.~~

~~(12) Temporary uses which fulfill provisions in section 22-65~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in a C-6 zone if the uses satisfy the criteria in subsection (e) of this section and if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning provisions and other city laws:~~

~~(1) Seafood receiving and processing facilities.~~

~~(2) Warehousing, storage areas, wholesale facilities and distribution facilities for marine equipment, marine products, marine related products and/or materials customarily shipped via waterborne transportation facilities.~~

~~(3) Shipbuilding facilities.~~

~~(4) Shipping and boat marine facilities.~~

~~(5) Public utility structures and public works.~~

~~(6) Maintenance facilities.~~

~~(7) Multifamily housing developments which satisfy the standards for multifamily housing developments in an R-5 zone.~~

~~(8) Expansion of a structure with a nonconforming commercial or industrial use if the structure is not enlarged by more than twenty (20) per cent and the structure being enlarged does not violate provisions of section 22-102~~

~~(9) Parks or recreational areas.~~

~~(10) Resort hotels.~~

~~(11) Bars and lounges not otherwise allowed in section 22-33.1(b).~~

(d~~b~~) *Basic use standards.* Uses in a C-6 zone must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) Lot size.

a. The minimum lot area shall be ten thousand (10,000) square feet.

b. The minimum lot width shall be seventy (70) feet.

c. The minimum lot depth shall be ninety (90) feet.

(2) Yards.

a. The minimum depth of the front yard will be twenty-five feet.

b. The minimum yard depth (if not the front yard) for portions of the property abutting the public right-of-way or residential district shall be fifteen (15) feet.

(3) Lot coverage. Building shall not cover more than sixty (60) per cent of the lot area.

(4) Building height. No building shall exceed the height of sixty-five (65) feet above grade, except that multifamily housing developments in accordance with the requirements of the R-5 zone may be approved.

(e~~c~~) *Other applicable use standards.*

(1) Site plan review shall be required for uses which have buildings with more than four thousand (4,000) square feet.

(2) Accessory buildings shall comply with all yard, lot coverage and building requirements of this chapter.

(3) Every lot shall abut a street other than an alley for at least fifty (50) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(6) Conditional uses will meet the requirements of sections 22-74 through 22-87

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

**SECTION 17.** Sections 22-34(b) and 22-34(c) are hereby amended so that the same shall read as follows:

**Sec. 22-34. - Light industrial zone (I-1).**

(a) *Purpose.* The purpose of this district is to provide for industrial and related uses with limited objectionable external effects in areas that are suitable for such operations due to the desirability of site characteristics, adequacy of utilities, appropriateness of transportation facilities and other factors. Acceptable manufacturing, warehousing, heavy commercial and similar uses are encouraged. Uses in the district may perform a support role for uses in other industrial areas.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are allowed in an I-1 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Facilities for the assembly of electronics equipment or electrical appliances.~~

~~(2) Facilities for the production, assembling and/or packaging of precision instruments.~~

(3) Printing, lithography and publishing establishments.

(4) Research, experimental, testing and film laboratories.

(5) Bottling plants.

(6) Wholesale trade, warehouse and distribution establishments, including trucking and railroad terminals.

(7) Bulk storage yards, including bulk storage of flammable liquids and other hazardous materials if the location and treatment of the premises have been approved by the Chief of the Fort Pierce/Saint Lucie County Fire District, but excluding junkyards.

(8) Retail sales establishments which sell building materials, agricultural equipment and/or mobile homes.

(9) Welding or machine shops.

(10) Contract construction service establishments.

(11) Commercial and industrial laundries.

(12) Cold storage and ice processing facilities.

(13) Public utility structures and public works maintenance facilities.

(14) Temporary uses meeting the requirements of section 22-65

(15) Farmers market complexes, on publicly-owned land.

(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an I-1 zone if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:

(1) Establishments not mentioned in subsection (b) of this section which are engaged in the production, assembling, packaging or treatment of materials, goods, foodstuff and other semi-finished or finished products from semi-finished or raw materials.

(2) Junkyards.

(3) Restaurants.

(4) Credit unions and branch offices of banks or savings and loan associations.

(5) Hiring halls, union halls and employment agencies.

(6) Vocational, technical, trade and industrial schools.

(7) Park or recreation areas.

(8) Fire stations.

(9) Security guard quarters.

(10) Expansion of a structure with a nonconforming commercial or industrial use if the structure is not enlarged by more than twenty (20) per cent and the structure being enlarged does not violate provisions in section 22-102

(11) Major utilities.

(12) Any structure over sixty-five (65) feet in height, except that conditional approval is not required where the structure is a vertical projection such as a chimney, spire, aerial, flagpole or other similar object.

(13) Ship and boat building and repair facilities.

(14) Railroad passenger station.

(~~d~~b) *Basic use standards.* Uses in an I-1 zone must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) Lot size.

a. The minimum lot width shall be one hundred (100) feet.

b. The minimum lot depth shall be one hundred (100) feet.

(2) Yards. The minimum yard depth for portions of the property abutting a public right-of-way or nonindustrial district will be fifteen (15) feet.

(~~e~~c) *Other applicable use standards.*

(1) Site plan review shall be required for uses which have buildings with more than four thousand (4,000) square feet of floor area.

(2) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter.

(3) Every lot shall abut a street other than an alley for at least fifty (50) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 through 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

**SECTION 18.** Sections 22-34.1(b) and 22-34.1(c) are hereby amended so that the same shall read as follows:

**Sec. 22-34.1. - Heavy industrial zone (I-3).**

(a) *Purpose.* The purpose of this district is to provide for heavy industrial and related uses with limited objectionable external effects in areas that are suitable for such operations due to the desirability of site characteristics, adequacy of utilities, appropriateness of transportation facilities and other factors. Acceptable manufacturing, warehousing, heavy commercial and similar uses are encouraged.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are allowed in an I-3 zone if the uses will not violate standards referred to in subsections (d) and (e), additional zoning ordinance provisions and other city laws:~~

~~(1) Any use permitted in subsection 22-34(b).~~

~~(2) Agricultural services.~~

~~(3) Construction services:~~

~~a. *Building construction* General contractor;~~

~~b. *Other construction* General contractors;~~

~~c. *Construction* Special trade contractors.~~

~~(4) Docks and boathouses (private).~~

~~(5) Engineering services.~~

~~(6) Manufacturing:~~

~~a. Food and kindred products.~~

~~b. Tobacco products.~~

~~c. Textile mill products.~~

~~d. Apparel and other finished products.~~

~~e. Lumber and wood products, except furniture.~~

~~f. Furniture and fixtures.~~

~~g. Printing and publishing and allied industries.~~

~~h. Chemicals and allied products:~~

~~1. Drugs.~~

~~2. Soap, detergents and cleaning preparations; perfumes, cosmetics and other toilet preparations.~~

~~3. Agricultural chemicals.~~

~~i. Rubber and misc. plastic products.~~

~~j. Leather and leather products.~~

~~k. Glass:~~

~~1. Flat glass.~~

~~2. Glass and glassware—Pressed or blown.~~

~~3. Glass products—Made of purchased glass.~~

~~l. Fabricated metal products.~~

~~m. Industrial/commercial machinery and computer equipment.~~

~~n. Electronic and other electrical equipment and components, except computer equipment.~~

~~o. Transportation equipment.~~

~~p. Measuring, analyzing and controlling instruments.~~

~~q. Miscellaneous manufacturing industries:~~

~~1. Jewelry, silverware, and platedware.~~

~~2. Musical instruments and parts.~~

~~3. Dolls, toys, games and sporting goods.~~

~~4. Pens, pencils and other office and artists' materials.~~

~~5. Costume jewelry, costume novelties, and notions.~~

~~6. Brooms and brushes.~~

~~7. Signs and advertising displays.~~

~~8. Morticians' goods.~~

~~9. Manufacturing industries, NIC.~~

~~r. Paper and allied products:~~

~~1. Paperboard containers and boxes.~~

2. Converted paper and paperboard products.

(7) Local and suburban transit.

(8) Water transportation.

(9) Transportation services.

(10) Communications.

(11) Motor freight transportation and warehousing.

(12) Motion pictures.

(13) Membership organizations.

(14) Personal and business services.

(15) Research, development, and testing services.

(16) Repair services:

a. Automotive and automotive parking.

b. Electrical.

c. Watch, clock and jewelry repair.

d. Reupholstery and furniture repair.

e. Miscellaneous repairs and services.

(17) Retail trade:

a. Lumber and other building materials.

b. Paint, glass and wallpaper.

c. Hardware.

d. Nurseries, lawn and garden supplies.

e. Mobile home dealers.

f. Automotive/boat/RV/motorcycle dealers.

g. Gasoline service.

h. Furniture and furnishings.

(18) Telecommunication towers.

(19) Wholesale trade - Durable goods:

a. Motor vehicle and automotive equipment.

b. Furniture and home furnishings.

c. Lumber and other building materials.

d. Professional and commercial equipment/supplies.

e. Metals and minerals, except petroleum.

f. Electrical goods.

g. Hardware, plumbing and heating equipment, and supplies.

h. Machinery, equipment, and supplies.

i. Miscellaneous durable goods:

1. Sporting and recreational goods.

2. Toys and hobby goods.

3. Jewelry, watches, precious stones and metals.

4. Durable goods NEC.

(20) Wholesale trade—Nondurable goods:

a. Paper and paper products.

b. Drugs.

c. Dry goods and apparel.

d. Groceries and related products.

e. Farm products—Raw materials.

f. Chemicals and allied products.

g. Beer, wine, and distilled alcoholic beverages.

h. Miscellaneous nondurable goods:

1. Farm supplies.

2. Books, periodicals, and newspapers.

3. Flowers, nursery stock and florists' supplies.

4. Tobacco/tobacco products.

5. Paints, varnishes and supplies.

6. Nondurable goods, NEC.

(21) Mobile food vendors.

(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an I-3 zone if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e), additional zoning ordinance provisions and other city laws:

(1) Any conditional use permitted in subsection 22-34(c).

(2) Airport, landing and takeoff fields—General aviation.

(3) Manufacturing:

a. Paper and allied products.

b. Chemicals and allied products.

c. Petroleum refining and related products.

d. Stone, clay, glass and concrete products.

e. Primary metal industries.

f. Ammunition and ordnance.

(4) Natural or manufactured gas storage and distribution points.

(5) Scrap, waste and land clearing and yard trash recycling operations.

(6) Warehousing and storage services—Stockyards.

~~(7) Wholesale trade—Nondurable goods:~~

~~a. Petroleum and petroleum products.~~

~~(8) Co-generation facilities.~~

~~(9) Fueling facilities.~~

~~(10) Industrial wastewater disposal.~~

~~(11) One detached single-family dwelling or mobile home for on-site security purposes per property.~~

~~(12) Retail:~~

~~a. Bottled gas.~~

~~b. Fuel oil.~~

~~c. Gasoline service stations.~~

~~d. Retail trade accessory to the primary manufacturing or wholesaling use.~~

(~~d~~b) *Basic use standards.* Uses in an I-3 zone must meet the requirements of this section. More-restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) *Lot size.*

a. The minimum lot width shall be one hundred (100) feet

b. The minimum lot depth shall be one hundred (100) feet

(2) *Yards.* The minimum yard depth for portions of the property abutting a public right-of-way or nonindustrial district will be fifteen (15) feet.

(e~~c~~) *Other applicable use standards.*

(1) Site plan review shall be required for uses which have buildings with more than four thousand (25,000 square feet of floor area).

(2) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter.

(3) Every lot shall abut a street other than an alley for at least fifty (50) feet

(4) Conditional uses will meet the requirements in sections 22-74 through 22-86

(5) Signs will comply with standards referred to in section 22-55

(6) All other applicable ordinance requirements will also be satisfied.

(~~f~~d) *Parking and loading standards.* The following are the off-street parking and loading standards for the I-3 zone:

(1) *Parking.*

a. Less than one hundred thousand (100,000) square feet = 2.0 spaces per one thousand (1,000) square feet of floor area.

b. More than one hundred thousand (100,000) square feet = 1.0 space per one thousand (1,000) square feet of floor area.

(2) *Loading.*

a. Zero to twenty-four thousand, nine hundred ninety-nine (24,999) square feet = one loading space.

b. Twenty-five thousand (25,000) to fifty-nine nine hundred ninety-nine (59,999) square feet = two (2) loading spaces.

c. Sixty thousand (60,000) to one hundred nineteen thousand, nine hundred ninety-nine (119,999) square feet = three (3) loading spaces.

d. One hundred twenty thousand (120,000) to one hundred ninety-nine thousand nine hundred ninety-nine (199,999) square feet = four (4) loading spaces.

e. Two hundred thousand (200,000) to two hundred ninety-nine thousand, nine hundred ninety-nine (299,999) square feet = five (5) loading spaces.

(ge) *Annexed property assigned I-3 zoning.* This subsection shall apply to any annexed property that does not comply with subsections (d) and (e) at the time of annexation. Any property annexed and assigned I-3 zoning shall be allowed to continue all uses occurring on the property at the time of annexation. No modifications to any part of the property shall be required by the city. In the event the annexed property is damaged or destroyed due to fire or natural disaster, then the property owner shall be permitted to reconstruct the property to the form, manner and condition the property was in prior to the damage or destruction notwithstanding any non- compliance with subsections(d) and (e). Property annexed and assigned I-3 zoning is exempt from [section] 22-67

**SECTION 19.** Sections 22-35(b) and 22-35(c) are hereby amended so that the same shall read as follows:

**Sec. 22-35. - Marine industrial zone (I-2).**

(a) *Purpose.* This zone is intended primarily to provide a location for port activities, marine industry and supporting uses. In addition, certain nonindustrial water-oriented uses and uses associated with them may be permitted. The district is designed to exclude uses which can be located equally well elsewhere and are inconsistent with the character of the district. Large areas with adequate waterfront, street and railroad access are appropriate for this type of zoning.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are allowed in an I-2 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Shipping and port marine facilities.~~

~~(2) Seafood receiving and processing facilities.~~

~~(3) Commercial fishing facilities.~~

~~(4) Ship and boat building and repair facilities.~~

~~(5) Petroleum receiving, dispensing and storage facilities.~~

~~(6) Warehousing, storage areas, wholesale facilities and distribution facilities (including trucking terminals) for marine equipment, marine products, marine related products and/or materials customarily shipped via waterborne transportation facilities.~~

~~(7) Cold storage and ice processing facilities.~~

~~(8) Charter fishing offices.~~

~~(9) Fish cleaning establishments.~~

~~(10) Marine regulatory agencies.~~

~~(11) Marine research and education facilities.~~

~~(12) Aquaculture facilities permitted in conjunction with aquatic facilities in an adjacent A-1 or A-2 zone.~~

~~(13) Temporary uses meeting the requirements of section 22-65~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an I-2 zone if the uses satisfy the criteria in subsection (e) of this section and if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (f) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Establishments not mentioned in subsection (b) of this section which are engaged in the production, assembling, packaging or treatment of materials, goods, foodstuffs and other semi-finished or finished products from semi-finished or raw materials.~~

~~(2) Restaurants and bars.~~

~~(3) Seafood markets.~~

~~(4) Retail boat and marine equipment sales establishments.~~

~~(5) Retail trade facilities used for the sale of products such as ice, bait, tackle, charts, gifts, groceries and gasoline when the facilities are in conjunction with and incidental to other uses being allowed in the district.~~

~~(6) Commercial off-street parking lots.~~

~~(7) Marinas, including marinas with charter fishing facilities.~~

~~(8) Hiring halls, union halls and employment agencies.~~

~~(9) Park or recreation areas.~~

~~(10) Public utility structures and public works maintenance facilities.~~

~~(11) Fire stations.~~

~~(12) Security guard quarters.~~

~~(13) Expansion of a structure with a nonconforming commercial or industrial use if the structure is not enlarged by more than twenty (20) per cent and the structure being enlarged does not violate provisions in section 22-102~~

~~(14) Business, communication, finance and professional services.~~

~~(15) Major utilities.~~

~~(16) Any structure over sixty-five (65) feet in height, except that conditional approval is not required where the structure is a vertical projection such as a chimney, spire, aerial, flagpole or other similar object.~~

(~~d~~b) *Basic use standards.* Uses in an I-2 zone must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) Lot size.

a. The minimum lot width shall be one hundred (100) feet.

b. The minimum lot depth shall be one hundred (100) feet.

(2) Yards. The minimum yard depth for portions of the property abutting a public right-of-way or nonindustrial district will be fifteen (15) feet.

(e~~c~~) *Special conditional use criteria.* No conditional use will be allowed in an I-2 zone unless it meets one or more of the following criteria:

(1) The use is a water-dependent use, which means that it can only be carried out on, in or adjacent to water and the location or access is needed for:

a. Waterborne transportation (such as navigation; moorage, fueling and servicing of ships or boats; terminal and transfer facilities; fish or other resource and material receiving and shipping); or

b. Recreation (active recreation such as swimming, boating or fishing; passive recreation such as viewing or walking); or

c. A source of water (such as energy production, cooling of industrial equipment or wastewater or other industrial processes); or

d. Marine research or education (such as viewing, sampling, recording information, conducting experiments or teaching).

(2) The use is a water-related use, which means that:

a. It provides goods and/or services that are directly associated with water-dependent uses (supplying materials to, using products of or offering commercial or personal services to water-dependent uses); or

b. If it were not located near the water, it would experience a public loss of quality in the goods and services offered (evaluation of public loss of quality will include a subjective consideration of economic, social and environmental consequences of the use).

(3) The use which is not the primary use of the structure, shares an existing structure with a water-dependent use or water-related use and the combination results in a multiple use facility.

(4) The project provides significant public access or recreation uses through the provision of waterfront seating, walkways, piers, street furniture or similar facilities.

(5) The use is an accessory use important to the operations of the principal use.

(6) The use is a temporary use which meets the requirements of section 22-65

(~~f~~d) *Other applicable use standards.*

(1) Site plan review shall be required for uses which have buildings with more than four thousand (4,000) square feet of floor area.

(2) Accessory buildings shall comply with all yard, lot coverage and building requirements of this chapter.

(3) Every lot shall abut a street other than an alley for at least fifty (50) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 and 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

**SECTION 20.** Sections 22-35.1(b) and 22-35.1(c) are hereby amended so that the same shall read as follows:

**Sec. 22-35.1. - Commercial parkway zone (CP-1).**

(a) *Purpose.* The CP-1 district is established for the purpose of providing space for large lot development along principal vehicular approaches into the city. This is a mixed use district which should provide for certain types of office, commercial, and industrial operations which are typically characterized by a business park setting. This district may function as a

transition zone between commercial/light industrial activities and uses which may be sensitive to nuisance such as residential land uses.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are allowed in the CP-1 zone if the uses will not violate standards referred to in subsections (d), (e), or (f) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Uses allowed as semi-restricted uses in a C-1 zone.~~

~~(2) Printing, lithography and publishing establishments.~~

~~(3) Research, experimental and film laboratories.~~

~~(4) Wholesale trade, warehouse and distribution establishments, including trucking terminals.~~

~~(5) Repair service establishments (excluding auto body and paint shops) including, but not limited to, auto repair, pinstriping, truck repair, radio, and television, watch, clock, jewelry and shoe repair services.~~

~~(6) Contract construction service establishments.~~

~~(7) Commercial and industrial laundries.~~

~~(9) Facilities for the production, assembling and/or packaging of precision instruments.~~

~~(10) Manufacturing of finished products or parts, including processing, fabrication, assembly, treatment, packaging, and incidental storage of such products. Uses include, but are not limited to, food beverages, apparel (except leather and furs), textiles, pharmaceuticals, household appliances, and plastics.~~

~~(11) Temporary uses meeting the requirements in section 22-65~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in a CP-1 zone if the city commission, after a public hearing, determines that the location and development of plans comply with applicable standards referred to in subsections (d), (e) and (f) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Reserved.~~

~~(2) Public and semi-public facilities, except for the following uses: hospitals, sanitariums, rest homes, convalescent homes, and public works maintenance facilities.~~

~~(3) Commercial off-street parking lots and/or parking garages when such facilities are principal uses.~~

~~(4) Public or private utility structures.~~

~~(5) Auto body and paint shops.~~

~~(6) Recycling facilities.~~

~~(7) Bottling plants.~~

~~(8) Retail sales establishments including, but not limited to, restaurants, bars, grocery stores, bakeries, department stores, clothing stores, gift shops, jewelry stores, sporting goods stores, furniture stores, appliance stores, hardware stores, building materials stores, agricultural equipment stores, auto parts stores, gasoline service stations, bicycle shops and auto and mobile home sales facilities.~~

~~(9) Any structure over sixty-five (65) feet in height.~~

~~(10) Hotels and motels.~~

(~~d~~c) *Basic use standards.* Uses in a CP-1 zone must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) Lot size.

a. The minimum lot area shall be twenty thousand (20,000) square feet.

b. The minimum lot width shall be one hundred (100) feet.

c. The minimum lot depth shall be one hundred (100) feet.

(2) Yards.

a. The minimum depth of the front yard shall be twenty-five (25) feet.

b. The minimum depth of the rear yard shall be twenty (20) feet.

c. The minimum depth of the side yard shall be ten (10) feet, except on corner lots the minimum side yard depth on a street side will be twenty (20) feet.

(3) *Lot coverage.* Buildings will not cover more than sixty (60) per cent of the lot area.

(4) *Building heights.* No building shall exceed a height of sixty-five (65) feet above grade.

(ed) *Open space standards.*

(1) A minimum of twenty (20) per cent of the gross area of land to be devoted to a commercial parkway development must be reserved for use as parks, recreation areas, marinas, open space, planting, or other public purposes other than rights-of-way, utility easements, and parking areas. At the request of the developer and subject to the approval of the city commission, use of recreational facilities may be offered to the general public. Areas that are natural or man-made floodways, lakes, and stormwater retention areas may be also be used to satisfy the total open space requirement.

(2) All land dedicated for open space shall be under the legal control of the developer.

(fe) *Other applicable use standards.*

(1) Site plan review shall be required for uses which have buildings with more than four thousand (4,000) square feet of floor area.

(2) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter.

(3) Every lot shall abut a street other than an alley for at least sixty (60) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 through 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

**SECTION 21.** Sections 22-36(b) and 22-36(c) are hereby amended so that the same shall read as follows:

**Sec. 22-36. - General and recreational open space zone (OS-1).**

(a) *Purpose.* This zone is intended primarily for uses which, by their nature of development, contribute open space and visual relief, significant to the area's development pattern, in part, due to the scenic value or the buffering functions of the use. The zone is designed to achieve this by primarily allowing recreational uses.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are allowed in an OS-1 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Park or recreation areas, except amusement parks.~~

~~(2) Temporary uses which fulfill provisions in section 22-65~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an OS-1 zone if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Indoor amusement, entertainment and/or recreation establishments.~~

~~(2) Restaurants.~~

~~(3) Gift shops.~~

~~(4) Cemeteries.~~

~~(5) Marinas, community buildings, amphitheaters and museums.~~

~~(6) Public utility structures, such as utility substations, and public and semipublic uses.~~

~~(7) Major utilities.~~

(~~d~~b) *Basic use standards.* Uses in an OS-1 zone must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses:

(1) Lot size.

a. The minimum lot width shall be one hundred (100) feet.

b. The minimum lot depth shall be one hundred (100) feet.

(2) Yards. The minimum yard depth for portions of the property abutting a public right-of-way or residential district will be fifteen (15) feet.

(3) Lot coverage. Buildings shall not cover more than forty (40) per cent of the lot area.

(4) Building height. No building shall exceed a height of thirty-five (35) feet above grade.

(e~~c~~) *Other applicable use standards.*

(1) Site plan review shall be required for uses which have buildings with more than four thousand (4,000) square feet of floor area.

(2) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter.

(3) Every lot shall abut a street other than an alley for at least fifty (50) feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(6) Conditional uses will meet the requirements in sections 22-74 through 22-86

(7) Signs will comply with standards referred to in section 22-55

(8) All other applicable ordinance requirements will also be satisfied.

**SECTION 22.** Sections 22-37(b) and 22-37(c) are hereby amended so that the same shall read as follows:

**Sec. 22-37. - Conservation open space zone (OS-2).**

(a) *Purpose.* This district is for areas containing important natural environmental features which pose severe limitations on their suitability for development. It is the intent of the zone to retain to open character of the zone wherever possible by limiting the uses primarily to conservation, low intensity recreation and other compatible uses. Due to the sensitive environmental character of areas in the district, many users are allowed as conditional uses.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are permitted in an OS-2 zone if the uses will not violate standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Game and wildlife management preserves.~~

~~(2) Low intensity recreation.~~

~~(3) Water reservoirs and control structures.~~

~~(4) Fire control towers.~~

~~(5) Home occupations which satisfy requirements in section 22-63~~

~~(6) Temporary uses which fulfill provisions in section 22-65~~

~~(7) Ancillary structures less than five hundred (500) square feet in size.~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an OS-2 zone if the city and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Environmental research and education facilities.~~

~~(2) Game and wildlife management preserves.~~

~~(3) Aquaculture facilities.~~

~~(4) Agriculture.~~

~~(5) Single-family dwellings, excluding mobile homes.~~

~~(6) Innovative residential developments.~~

~~(7) Public utility structures, such as utility substations.~~

~~(8) Ancillary structures over five hundred (500) square feet in size.~~

~~(9) Major utilities.~~

(d~~b~~) *Basic use standards.* Uses in an OS-2 zone, except innovative residential developments, must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) Lot size.

a. The minimum lot area for single-family dwelling shall be five (5) acres.

b. The minimum lot width shall be one hundred (100) feet.

c. The minimum lot depth shall be two hundred (200) feet.

(2) Yards.

a. The minimum depth of the front yard will be forty (40) feet.

b. The minimum depth of the side yard will be twenty (20) feet.

c. The minimum depth of the rear yard shall be thirty (30) feet.

(3) Lot coverage. Buildings will not cover more than five (5) per cent of the lot.

(4) Height of buildings. No building shall exceed a height of twenty-eight (28) feet above grade, except fire control towers.

(ec) *Other applicable use standards.*

(1) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter.

(2) On any lot used for residential purposes, no more than one residential building will be allowed on a lot, except one building without kitchen facilities may be allowed as a guest house.

(3) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(4) Conditional uses will meet the requirements in sections 22-74 through 22-86

(5) Signs will comply with standards referred to in section 22-55

(6) All other applicable ordinance requirements will also be satisfied.

**SECTION 23.** Sections 22-38(b) and 22-38(c) are hereby amended so that the same shall read as follows:

**Sec. 22-38. - Aquatic conservation zone (A-1).**

(a) *Purpose.* This district is intended to help assure that aquatic areas having exceptional biological, aesthetic, educational or scientific value are appropriately protected for future generations. The regulations are designed to encourage management of these areas for low to moderate intensities of use, with emphasis on maintaining the flow of aquatic resources and recreational benefits. To the extend practical, damage to the ecosystems of the affected aquatic and shoreland areas and adverse impacts on the public's use of the water should be minimized.

~~(b) *Semi-restricted uses permitted.*~~

~~(1) Navigational aids are allowed in an A-1 zone if no major alterations or the area are necessary and if other ordinance requirements are satisfied.~~

~~(2) Docks for single family homes located on the Indian River Lagoon, Inlet or other water bodies are allowed if other ordinance requirements are satisfied. Docks for single family homes that are located on canals within Surfside or Jennings Cove are subject to conditional use approval pursuant to subsection (c)(3).~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an A-1 zone if they meet the criteria in subsection (c) of this section and if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (e) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Water dependent recreation facilities.~~

~~(2) Aquaculture facilities.~~

~~(3) Dock/moorage facilities, other than permitted in subsection (b)(2)~~

~~(4) Marine research and/or education facilities.~~

~~(5) Major utilities.~~

~~(6) Land transportation facilities.~~

(~~d~~b) *Building heights.* No building will exceed a height of twenty-five (25) feet above the mean high tide line in tidal areas and the ordinary high water line in nontidal areas.

(e~~c~~) *Special conditional use criteria.* No conditional use will be allowed in an A-1 zone unless it meets one or more of the following criteria:

(1) The use is a water-dependent use, which means that it can only be carried out on, in or adjacent to water and the location or access is needed for:

a. Waterborne transportation (such as navigation; moorage, fueling and servicing of ships or boats; terminal and transfer facilities; fish or other resource and material receiving and shipping); or

b. Recreation (active recreation such as swimming, boating or fishing; passive recreation such as viewing or walking); or

c. A source of water (such as energy production, cooling of industrial equipment or wastewater or other industrial processes); or

d. Marine research or education (such as viewing, sampling, recording information, conducting experiments or teaching).

(2) The use is a water-related use, which means that:

a. It provides goods and/or services that are directly associated with water-dependent uses (supplying materials to, or using products of or offering commercial or personal services to water-dependent uses); or

b. If it were not located near the water, it would experience a public loss of quality in the goods and services offered (evaluation of public loss of quality will include a subjective consideration of economic, social and environmental consequences of the use).

(3) The use which is not the primary use of the structure, shares an existing structure with a water-dependent use or water-related use and the combination results in a multiple use facility.

(4) The project provides significant public access or recreation uses through the provision of waterfront seating, walkways, piers, street furniture or similar facilities.

(5) The use is an accessory use important to the operations of the principal use.

(6) The use is a temporary use which meets the requirements of section 22-65

(~~f~~d) *Other applicable use standards.*

(1) Accessory buildings shall comply with all building height requirements of this chapter.

(2) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(3) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(4) Conditional uses will meet the requirements in sections 22-74 and 22-86

(5) Signs will comply with standards referred to in section 22-55

(6) All other applicable ordinance requirements will also be satisfied.

(g~~e~~) *Unregulated activities.* The provisions of this district will not be interpreted to prohibit or regulate the following activities, unless the prohibition or regulation is specifically stated as a condition of approval of a conditional use:

(1) Filling.

(2) Dredging.

(3) Dredged material disposal.

(4) Bankline/stream alteration.

(5) Construction and repair of shoreline stabilization structures, mosquito control structures and dikes.

(6) Installing types of navigational structures not previously listed in this subsection.

**SECTION 24.** Sections 22-39(b) and 22-39(c) are hereby amended so that the same shall read as follows:

**Sec. 22-39. - Aquatic development zone (A-2).**

(a) *Purpose.* This district is intended for aquatic areas which should be managed primarily for navigation and other water-oriented uses, consistent with the need to minimize damage to the ecosystem of the area. Water-dependent, water-related and other uses are allowed which are consistent with the character of nearby shoreland areas. Aquatic development areas may include areas suitable for navigation (including shipping and access channels and turning basins), areas adjacent to developed or developable shorelands which may need to be altered to provide navigational access or create new land for water-oriented uses and other appropriate areas.

~~(b) *Semi-restricted uses permitted.* The following uses and their accessory uses are allowed in an A-2 zone as a semi-restricted use if: No dredging or filling is necessary; piers and/or similar facilities are not required in new locations; and the use will not violate standards referred to in subsections (d) and (f) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Any of the following uses when access to the facilities is provided from property in an I-2 zone by piers or similar means:~~

~~a. Shipping and/or port marine facilities.~~

~~b. Ship and boat building and repair facilities.~~

~~(2) Any of the following uses when access to the facilities is provided from property in an I-2, C-3, C-4 or C-5 zone by piers or similar means:~~

~~a. Commercial fishing facilities.~~

~~b. Charter fishing facilities.~~

~~c. Petroleum receiving, dispensing and/or storage facilities for marine use.~~

~~d. Storage areas for marine equipment.~~

~~e. Cold storage and/or reprocessing facilities.~~

~~f. Fish cleaning establishments.~~

~~g. Marine regulatory agencies.~~

~~h. Marine research and education facilities.~~

~~(3) Navigational aids.~~

~~(c) *Conditional uses permitted.* The following uses and their accessory uses are permitted in an A-2 zone if they meet the criteria in subsection (e) of this section and if the city commission, after a public hearing, determines that the location and development plans comply with applicable standards referred to in subsections (d) and (f) of this section, additional zoning ordinance provisions and other city laws:~~

~~(1) Uses listed in subsection (b) of this section which require new piers or similar facilities, dredging and/or filling.~~

~~(2) Marinas.~~

~~(3) Water-dependent recreation.~~

~~(4) Aquaculture facilities.~~

~~(5) Major utilities.~~

~~(6) Land transportation facilities.~~

~~(7) Restaurants and bars.~~

~~(8) Seafood markets.~~

~~(9) Retail trade facilities used for the sale of products such as ice, bait, tackle, charts, gifts and groceries when the facilities are in conjunction with and incidental to other uses being allowed in the district.~~

(~~d~~b) *Building heights.* No building will exceed a height of forty-five (45) feet above the mean high tide line in tidal areas and the ordinary high water line in nontidal areas.

(~~e~~c) *Special conditional use criteria.* No conditional use will be allowed in an A-2 zone unless it meets one or more of the following criteria:

(1) The use is a water-dependent use, which means that it can only be carried out on, in or adjacent to water and the location or access is needed for:

a. Waterborne transportation (such as navigation; moorage, fueling and servicing of ships or boats; terminal and transfer facilities or fish or other resource and material receiving and shipping); or

b. Recreation (active recreation such as swimming, boating or fishing; passive recreation such as viewing or walking); or

c. A source of water (such as energy production, cooling of industrial equipment or wastewater or other industrial processes); or

d. Marine research or education (such as viewing, sampling, recording information, conducting experiments or teaching).

(2) The use is a water-related use, which means that:

a. It provides goods and/or services that are directly associated with water-dependent uses (supplying materials to, or using products of or offering commercial or personal services to water-dependent uses); or

b. If it were not located near the water, it would experience a public loss of quality in the goods and services offered (evaluation of public loss of quality will include a subjective consideration of economic, social and environmental consequences of the use).

(3) The use which is not the primary use of the structure, shares an existing structure with a water-dependent use or water-related use and the combination results in a multiple use facility.

(4) The project provides significant public access or recreation uses through the provision of waterfront seating, walkways, piers, street furniture or similar facilities.

(5) The use is an accessory use important to the operations of the principal use.

(6) The use is a temporary use which meets the requirements of section 22-65

(~~f~~d) *Other applicable use standards.*

(1) Uses identified as a permitted use within the Use Table are only permitted if no dredging or filling is necessary and piers or similar facilities are not required in new locations. If dredging and/or filling or new piers or similar facilities are required, said uses shall be allowed as a Conditional Use.

(2) Uses identified as a permitted use within the Use Table are only permitted when access to the facilities are provided from a property in an I-2, C-3, C-4 or C-5 zone by piers or similar means.

(~~1~~3) Commercial or industrial uses situated on floating structures shall be located so they will be protected from currents and wave action and so they will not rest on the bottom at low water.

(~~2~~4) Accessory buildings shall comply with all building height requirements of this chapter.

(~~3~~5) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(~~4~~6) All uses will comply with applicable access, parking and loading standards in sections 22-60 and 22-61

(~~5~~7) Conditional uses will meet the requirements in sections 22-74 through 22-86

(~~6~~8) Signs will comply with standards referred to in section 22-55

(~~7~~9) All other applicable ordinance requirements will also be satisfied.

(~~g~~e) *Unregulated activities.* The provisions of this district will not be interpreted to prohibit or regulate the following activities, unless the prohibition or regulation is specifically stated as a condition of approval of a conditional use:

(1) Filling.

(2) Dredging.

(3) Dredged material disposal.

(4) Bankline/stream alteration.

(5) Construction and repair of shoreline stabilization structures, mosquito control structures and dikes.

(6) Installing types of navigational structures not previously listed in this subsection.

**SECTION 25.** All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

**SECTION 26.** This Ordinance is and the same shall become effective immediately upon final passage.

STATE OF FLORIDA)
ST. LUCIE COUNTY)SS

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. L- 295 was duly advertised by title only in the St. Lucie News Tribune on July 7, 2013, and on October 24, 2013; 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 July 15, 2013; and was duly introduced, read by title only, and passed on second and final reading on November 4, 2013, 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 the 4th day of November, 2013.

Linda Hudson
Linda Hudson, Mayor Commissioner

Linda W. Cox
Linda W. Cox, City Clerk

(CITY SEAL)

**May 14, 2018**

**Project:** **AMUSEMENT ARCADE TEXT AMENDMENT**
**Subject:** **SURVEY REVIEW**
To: Brandon Creagan
From: Rod Reed, PLS
SLC-Engineering Division

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

**BACKGROUND:**

Text Amendment proposing a correction to City Code 22-22 adding amusement arcade as a conditional use under the C-3, General Commercial zoning district. Ordinance L-217 was created to set the rules and regulations for both amusement arcades and arcade amusement centers. In the adoptive ordinance an amusement arcade was a conditional use in the C-3, General Commercial zoning district.

**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*

**City of Fort Pierce Code Enforcement Department**

I recommend that we include a definition for the word/phrase "that portion" of the interior premises as we have already received a legal challenge on it.

Reviewer: Peggy Arraiz

# Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

## AFFIDAVIT OF PUBLICATION

**STATE OF FLORIDA**
**COUNTY OF ST. LUCIE**

**Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.**

| Customer | Ad Number | Copyline | PO # |
|---|---|---|---|
| 463454 - CITY OF FORT PIERCE (LEGALS) | 2043323 | ARCADE TEXT AMENDMENT | |

**Pub Dates**
June 17, 2018
July 1, 2018

Sworn to and subscribed before me this day of, July 02, 2018, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

**Karol Kangas** **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

Continued from previous page

metal bit in their mouth can break their jaw, tear part of their cheek off, cut the tongue severely," Gimenez wrote in an email to TCPalm. "I am shocked that any horseman would think that is a smart thing to do. In my opinion, it is still the lazy person's way of not having to transport the saddles to the location and tack up."

Transporting fully tacked horses — meaning wearing their saddles, hanging stirrups, bits and bridles — is common in the West and among police who must deploy quickly, said Gimenez, a decorated Army and law enforcement veteran and current firefighter. But it's best to avoid it because horses can injure themselves on the equipment, including suffering back injuries from turning in a narrow space, she said.

Hayes said "everybody has their own opinion" on the dangers of taking such shortcuts.

"I've hauled horses for 40 years saddled up. It depends on the distance, and I'm just going 15 miles across town," Hayes said. "I haven't had the first accident with any of them due to being saddled."

No public records exist to verify his claim, but Tours on Horseback has been "very good partners" with the county, Gill said — informally since 1994 and formally since Hayes was the sole bidder on the premier contract in 2015.

## County contract

St. Lucie County makes about $7,000 a year off Tours on Horseback's business.

The contract, which expires July 2019, requires the company to pay the county 20 percent of its gross receipts, which totaled $21,520 for 2015, 2016 and 2017.

Hayes charges $45 for a one-hour round-trip ride on the 3.2-mile stretch from Frederick Douglass to Middle Cove. His contract also allows for tours at other county preserves, including, but not limited to, Teague, Pineland, Bluefield Ranch and Paleo Hammock.

The company "usually" provides six, but no more than eight, horses with at least 10 years of trail-riding experience, according to a business management plan included in the contract.

"They do bring 'new' horses with them to the beach for their staff to work with them to get them used to water," Gill told TCPalm when asked why 11 horses were in the trailer the day Smokey died. "But they aren't used by guests/customers — only their staff."

The company is among the many private businesses and tourist attractions listed on the St. Lucie County tourism website and featured in its marketing materials.

The county in 2017 spent $300 on 2,500 rack cards to promote beach horseback riding, which were given to Tours on Horseback to distribute in county facilities, Gill said.

## No charges

Fort Pierce Animal Control, the only agency that investigated, found no violations of the city ordinance, which makes it illegal for anyone to "abandon, beat, treat with cruelty, overwork or otherwise abuse any animal," said Code Compliance Manager Peggy Arraiz.

"We did not cite the owner because the event that happened was considered an unfortunate but tragic accident," she said. "The horse was in good condition and fine health until the accident happened."

The county did not investigate because the incident occurred in the city limits, Gill said.

Police did not ticket Baumker, 35, of Fort Pierce, who had a valid driver license and was not found to have broken any laws, police spokeswoman Audria Wells said. He also wasn't required to have a commercial driver license.

Smokey, a white male thoroughbred valued at $5,000, was dead when officers arrived at the scene, according to a Fort Pierce police report.

No state agencies regulate horse trailers or require their inspection, according to the Florida Highway Patrol and state departments of Transportation; Agriculture and Consumer Services; Business and Professional Regulation; and Division of Highways and Motor Vehicles.

Without regulations, horse owners should be more — not less — vigilant about their responsibility to animals that are "domesticated and trained to do our bidding," Gimenez said.

"It is incumbent upon you — the driver, the owner, the person responsible for the maintenance of the trailer and its safety — to take it seriously and prevent these tragic situations," she said. "You had one job (from the perspective of Smokey the horse) and it was to keep me safe. You failed. That job was easily done if you had just taken the time and effort and money to check."

THE SUNRISE CITY
FORT PIERCE
Florida
FORT PIERCE REDEVELOPMENT AGENCY

The Fort Pierce Redevelopment Agency will hold a meeting at 5:30 PM on Monday, July 16, 2018 in the Fort Pierce City Hall, Commission Chambers, 100 North US Highway 1, Fort Pierce.

This meeting is open to the public.

# CITY OF FORT PIERCE AMENDMENT TO CHAPTER 22 - ZONING

The City Commission of the City of Fort Pierce, Florida, pursuant to Florida Statute 166.041 and City Code Section 22-143, proposes to pass the following ordinance entitled:

ORDINANCE NO. 18-024 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CH. 22, ART. III, §22-22(e), TO ADD AMUSEMENT ARCADE AS AN ELIGIBLE CONDITIONAL USE UNDER THE C-3, GENERAL COMMERCIAL ZONING DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance amends City Code 22-22(e), specifically with-in the C-3, General Commercial zoning district to fulfill the intent of Ordinance L-217 identifying Amusement Arcade as a Conditional Use in the C3, General Commercial zoning district.

The City Commission will hold two PUBLIC HEARINGS on the proposed Ordinance at their meetings on Monday, July 2, 2018 and on Monday, July 16, 2018, which begin at 6:30 p.m. in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.

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.

/s/ Linda W. Cox,
City Clerk

Publish: 06-17-2018 and 07-01-2018

June 17 & July 1, 2018 TCN-2043323


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HOLIDAY HOURS: JULY 4TH 9:00 A.M. - 5:30 P.M.



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Pillows, Rugs & Throws
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Candles, LED Candles, Fragrance Warmers, Potpourri & Diffusers Priced $4.99 & Up
Does not include oils or †"Your Price" items
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July 4th items are not included in Home Decor sale.

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66% OFF
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Selection will vary by store

JULY 4TH 30% OFF
Home & Party Decor, Crafts and more
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Items Labeled THE SPRING SHOP™
66% OFF
Fashion Items in Tableware, Garden, Wall Decor, Home Decor, Storage and More




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Potted Trees & Plants
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Bouquets, sticks, pods, grains, fillers and grasses
Does not include feathers
Floral Stems
Floral and greenery stems
Does not include feathers
Flowering & Greenery Bushes

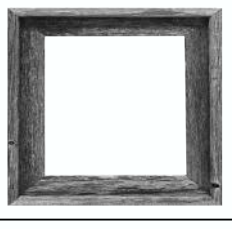


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Art Prints & Posters
Always 50% off the marked price*



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Basically Yours®
Aprons, bags and caps
Leather & Leather Kits
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11x14 - 7 pack
16x20 - 5 pack

2-Pack Canvas 8 Sizes available. † "Your Price" Item.
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16x20 5.99

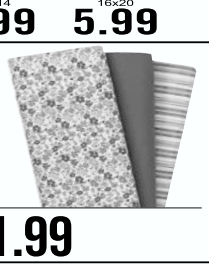


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40% OFF One Item at Regular Price
COUPON CODE: 23351

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Offer good for one item at regular price only. Limit one coupon per customer per day. Must present coupon at time of purchase. Offer is not valid with any other coupon, discount or previous purchase. One cut or one bolt of fabric or trim "by the yard" equals one item. Online fabric & trim discount is limited to 10 yards, single cut. Excludes CRICUT® products, candy & snack products, gum & mints, gift cards, custom orders, labor, rentals, class fees or items labeled "Your Price". Exclusions subject to change. Cash Value 1/10¢.
VALID THROUGH JULY 7, 2018
Coupon For In Store or Online Use!

* Discounts provided every day; marked prices reflect general U.S. market value for similar products. †No coupons or other discounts may be applied to "Your Price" items.

**City Commission Regular Meeting** **12.e.**

**Meeting Date:** 07/16/2018

**Re:** Conceptual Site Plan - Sunrise Country Pre-School - 2706 Sunrise Boulevard

**Submitted For:** Rebecca Grohall, Director, Planning & Zoning

---

**SUBJECT:**

Quasi-Judicial Hearing - Application for Development Review of a Conceptual Site Plan submitted by property owner, OCD Kids, Inc. and Applicant Michael Jacquin, President of Paul Jacquin & Sons, to construct a 2,796 sq. ft. building addition to an existing Pre-School at 2706 Sunrise Boulevard, Fort Pierce, FL.The property is zoned Single-Family Intermediate Density Zone (R-2). Parcel ID: 2421-513-0014-000-5. (Continued from July 2, 2018 meeting)

**SUMMARY:**

- The applicant is seeking approval of a conceptual site plan to build a 2,796 sq. ft. pre-school. The project's floor plan will consist of five (5) classrooms. This proposed site plan is an addition to an existing pre-school at the subject site. The 1.06 acres property is located just east of Sunrise Boulevard between Rosedale Avenue and Jasmine Avenue.

- Sunrise Country Pre-School is an existing preschool that was establish to provide quality infant, toddler, and pre-school experiences in a safe, warm, friendly, and child-oriented environment. The pre-school currently has two (2) locations within the City of Fort Pierce. The pre-schools offer care for children ages 6 weeks to 4 years old. This proposed site plan is an addition to an existing pre-school at the subject site. The current pre-school at the subject site consists of a one (1) story frame building of about 3, 435 sq. ft. and a 350 sq. ft. covered area that will be enclosed in the future for office space. The existing pre-school has twenty-four (24) parking spaces with one (1) designated space for handicap accessibility.
- The current application is proposing to build a building consisting of 2,796 sq. ft. The proposed pre-school addition will consist of five (5) classrooms. The proposed building's design with continue the existing architectural feature on the subject site and include a gable roof building with a continued porch in from of each classroom entry. There will be two (2) restrooms with outdoor access. The site plan includes the addition of a proposed concrete walkway; connecting the five (5) classroom expansion to the remainder of the campus. The site plan also includes a new dumpster enclosure location to the far-east of the parking lot. There are no additional parking spaces being added.

**RECOMMENDATION:**

The proposed Conceptual Development Plan generally meets the requirements of the City Code and is conceptually consistent with the City's Comprehensive Plan; therefore Staff recommends **approval** of the conceptual plan.

*** The applicant has asked that their agenda item be moved to the July 16th City Commission public hearing. Planning staff has agreed to the moving of the applicant's public hearing.***

**ALTERNATIVES:**

Approval with alternative conditions.
Denial

**RESPONSIBLE STAFF:**

Vennis Gilmore, Planning Analyst

**COORDINATED WITH:**

Technical Review Committe

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## Fiscal Impact

**OTHER INFORMATION:**

N/A

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## Attachments

Staff Report
Application
Survey
Site Plan
Elevations & Floor Plan
TRC Comments
TRC Responses
Public Notification Certification
Proof of Publication

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 06/28/2018 11:18 AM |

Form Started By: Vennis Gilmore
Started On: 06/20/2018 04:49 PM
Final Approval Date: 07/03/2018

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 Conceptual Site Plan**
**Sunrise Country Pre-School**
**2706 Sunrise Blvd.**

**DATE:** June 20, 2018

## STAFF REPORT

**Owner(s)**: OCD Kids, Inc.
2706 Sunrise Blvd.
Fort Pierce, FL. 34982

**Applicant:** Paul Jacquin & Sons, Inc. / Michael Jacquin, President
7348 Commercial Circle
Fort Pierce, FL. 34951

**Applicant's Request:** Approval of a conceptual site plan for a 2,796 sq. ft. preschool to be constructed at the subject site

**Location:** 2706 Sunrise Blvd.

**Parcel ID:** 2421-513-0014-000-5

**Current Zoning:** R-2, Single-Family Intermediate Density Zone

**Surrounding Zoning:**

| North | East | South | West |
|---|---|---|---|
| R-2 | R-2 | R-2 | R-2 |

**Future Land Use:** RL, Low Density Residential

**Site Size:** 1.06 acres

**Utilities:** FPUA

**Staff Analysis:**

***Request***

The applicant is seeking approval of a conceptual site plan to build a 2,796 sq. ft. pre-school. The project's floor plan will consist of five (5) classrooms. This proposed site plan is an addition to an existing pre-school at the subject site. The 1.06 acres property is located just east of Sunrise Boulevard between Rosedale Avenue and Jasmine Avenue.

**History**

Sunrise Country Pre-School is an existing preschool that was establish to provide quality infant, toddler, and pre-school experiences in a safe, warm, friendly, and child-oriented environment. The pre-school currently has two (2) locations within the City of Fort Pierce. The pre-schools offer care for children ages 6 weeks to 4 years old. This proposed site plan is an addition to an existing pre-school at the subject site. The current pre-school at the subject site consists of a one (1) story frame building of about 3, 435 sq. ft. and a 350 sq. ft. covered area that will be enclosed in the future for office space. The existing pre-school has twenty-four (24) parking spaces with one (1) designated space for handicap accessibility.

**Site Plan**

The current application is proposing to build a building consisting of 2,796 sq. ft. The proposed pre-school addition will consist of five (5) classrooms. The proposed building's design with continue the existing architectural feature on the subject site and include a gable roof building with a continued porch in from of each classroom entry. There will be two (2) restrooms with outdoor access. The site plan includes the addition of a proposed concrete walkway; connecting the five (5) classroom expansion to the remainder of the campus. The site plan also includes a new dumpster enclosure location to the far-east of the parking lot. There are no additional parking spaces being added.

**Technical Review Committee**

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

**Planning Board Recommendation:**

The Planning Board, at their June 12th, 2018 meeting, voted unanimously to recommend **approval** of the request.

**Staff Recommendation**

The proposed Conceptual Development Plan generally meets the requirements of the City Code and is conceptually consistent with the City's Comprehensive Plan; therefore Staff recommends **approval** of the conceptual plan.

*** The applicant has asked that their agenda item be moved to the July 16th City Commission public hearing. Planning staff has agreed to the moving of the applicant's public hearing.***

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

# DEVELOPMENT REVIEW

Property address or Location 2706 Sunrise Blvd. Fort Pierce, FL. 34982

Parcel ID #(s) 2421-513-0014-000-5

Project description

| | |
|---|---|
| OCD Kids, Inc. | Paul Jacquin & Sons, Inc./ Michael Jacquin President |
| **Property Owner(s)** | **Applicant/Representative, Title, Company** |
| 2706 Sunrise Blvd. | 7348 Commercial Circle |
| Street Address | Street Address |
| Fort Pierce FL. 34982 | Fort Pierce FL. 34951 |
| City State Zip | City State Zip |
| 772-465-3151 | 772-465-2475 |
| Phone Number | Phone Number |
| | michael.jacquin@pjsi.com |
| Email Address | Email Address |

***Property Owner(s) Acknowledgements:*** *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Veda L Taylor

*Property Owner(s) Signature(s)*

STATE OF FLORIDA -- COUNTY ST. LUCIE

The foregoing instrument was acknowledged before me this 28 day of MARCH, 2018, by VEDA TAYLOR who is personally known to me or has produced as identification.

Signature of Notary

Notary Public State of Florida
Gregory S Kraum
My Commission FF 232514
Expires 05/19/2019

(Seal)

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

## TO BE COMPLETED BY STAFF

| Zoning | Future Land Use | Total Acres | Historic District | Historic Designation |
|---|---|---|---|---|
| | | | | Contributing Individual<br>Non-Contributing None |

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Intake Date Stamp

# ❑ DEVELOPMENT REVIEW

***General Information***

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

*Choose Application Type:*

| Application Type | | |
|---|---|---|
| ❑ Site Plan | ❑ Conditional Use with New Const. | ❑ Major Amendment |
| ■ Conceptual Development Plan | | ❑ Minor Amendment |

*Site Information:*

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

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

| North | South | East | West |
|---|---|---|---|
| | | | |

Application Outlook




## *Site Plan submittal requirements:*

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

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

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2899827 OR BOOK 2617 PAGE 2407, Recorded 07/21/2006 at 12:48 PM
Doc Tax: $2100.00

This Document Prepared By and Return to:
Sam T. Steger
STEGER & STEGER, P.A.
603 SW CLEVELAND AVENUE
STUART, FL 34994

Parcel ID Number: 2421-513-0014-000/5

# Warranty Deed

**This Indenture,** Made this day of June , 2006 A.D., **Between** REBECCA YOUNG HOLLAND f/k/a Rebecca A. Young-Sapp, a single woman

of the County of Montgomery , State of Pennsylvania , **grantor,** and OVEDA L. LANE, a single woman

whose address is: 2902 Oleander Boulevard, Fort Pierce, FL 34982

of the County of St. Lucie , State of Florida , **grantee.**

**Witnesseth** that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lots 1, 2 and 3, Block 2, MARAVILLA PARK, according to the Plat thereof, as recorded in Plat Book 5, page 13, of the Public Records of St. Lucie County, Florida; together with the West 7.5 feet of vacated alley adjacent to Block 2, MISIK'S RESUB OF PART OF MARAVILLA PARK, as recorded in Plat Book 9, page 60, of the Public Records of St. Lucie County, Florida, as set forth in Ordinance No. E-358, recorded in Official Records Book 150, page 394, of the Public Records of St. Lucie County, Florida.

SUBJECT to restrictions, reservations and easements of record, if any, and taxes subsequent to December 31, 2005.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

**In Witness Whereof,** the grantor has hereunto set her hand and seal the day and year first above written.

**Signed, sealed and delivered in our presence:**

Printed Name: Sam T Steger
Witness

Printed Name: Susan E Wellinder
Witness

Rebecca Young Holland (Seal)
REBECCA YOUNG HOLLAND f/k/a
A. Young-Sapp
P.O. Address: 755 Danbury Drive, Blue Bell, PA 19422

The foregoing instrument was acknowledged before me this 7th day of June , 2006 by REBECCA YOUNG HOLLAND f/k/a Rebecca A. Young-Sapp, a single woman

she is personally known to me or she has produced her driver's license as identification.

Printed Name: Sam T Steger
Notary Public
My Commission Expires:

Sam T Steger
My Commission DD293077
Expires March 12, 2008

LANE PROPERTY

Laser Generated by © Display Systems, Inc., 2006 (863) 763-5555 Form FLWD-1

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3612569 OR BOOK 3310 PAGE 2179, Recorded 07/25/2011 at 04:33 PM
Doc Tax: $0.70

Prepared by and return to:
Sam T. Steger, Esq.
**Steger & Steger, P.A.**
**603 SW Cleveland Avenue,**
**Stuart, FL 34994**
**772-287-8888**
Will Call No.:

[Space Above This Line For Recording Data]

# Quit Claim Deed

**This Quit Claim Deed** made this 14th day of July, 2011, between **OVEDA LOUISE TAYLOR, a single woman,** whose post office address is **2902 Oleander Blvd., Ft. Pierce, FL 34982,** grantor, and **O.C.D. KIDS, INC., a Florida corporation,** whose post office address is **2706 Sunrise Blvd., Ft. Pierce, FL 34982,** grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth,** that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **St. Lucie County, Florida** to-wit:

> **Lots 1, 2 and 3, Block 2, MARAVILLA PARK, according to the map or plat thereof as recorded in Plat Book 5, page 13, public records of St. Lucie county, Florida, Together with the West 7.5 feet of vacated alley adjacent to Block 2, MISIK'S RESUB OF PART OF MARAVILLA PARK, as recorded in Plat Book 9, page 60, of the public records of St. Lucie County, Florida, as set forth in Ordinance No. E-358, as recorded in OR Book 150, page 394, of the public records of St. Lucie County, Florida.**
>
> **Subject to taxes for 2011 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**Grantors warrant that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.**

THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION.

**To Have and to Hold,** the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

**In Witness Whereof,** grantor has hereunto set grantor's hand and seal the day and year first above written.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3612568 OR BOOK 3310 PAGE 2176, Recorded 07/25/2011 at 04:33 PM
Doc Tax: $0.70

Prepared by and return to:
Sam T. Steger, Esq.
**Steger & Steger, P.A.**
**603 SW Cleveland Avenue,**
**Stuart, FL 34994**
**772-287-8888**
Will Call No.:

[Space Above This Line For Recording Data]

# Quit Claim Deed

**This Quit Claim Deed** made this 14th day of July, 2011, between **REBECCA HOLLAND, f/k/a REBECCA A. YOUNG-SAPP, a married woman, and OVEDA LOUISE TAYLOR, f/k/a OVEDA L. DARRISAW, f/k/a OVEDA L. LANE, a single woman,** individually and **d/b/a SUNRISE COUNTRY PRE-SCHOOL,** whose post office address is **2902 Oleander Blvd., Ft. Pierce, FL 34982,** grantor, and **O.C.D. KIDS, INC., a Florida corporation,** whose post office address is **2706 Sunrise Blvd., Ft. Pierce, FL 34982,** grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **St. Lucie County, Florida** to-wit:

> **Lots 1, 2 and 3, Block 2, MARAVILLA PARK, according to the map or plat thereof as recorded in Plat Book 5, page 13, public records of St. Lucie county, Florida, Together with the West 7.5 feet of vacated alley adjacent to Block 2, MISIK'S RESUB OF PART OF MARAVILLA PARK, as recorded in Plat Book 9, page 60, of the public records of St. Lucie County, Florida, as set forth in Ordinance No. E-358, as recorded in OR Book 150, page 394, of the public records of St. Lucie County, Florida.**
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**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

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

## Property Identification

| | |
|---|---|
| Site Address: | 2706 SUNRISE BLVD |
| Parcel ID: | 2421-513-0014-000-5 |
| Account #: | 28891 |
| Map ID: | 24/21N |
| Use Type: | 7200 |
| Zoning: | R2 |
| City/County: | Fort Pierce |

## Ownership

OCD Kids Inc
2706 Sunrise BLVD
Fort Pierce, FL 34982

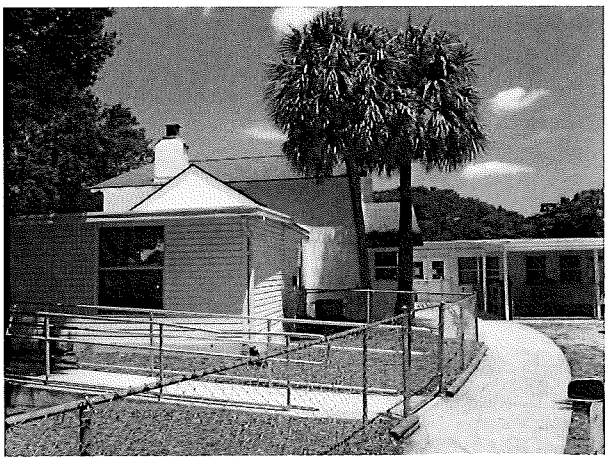
## Legal Description

MARAVILLA PARK BLK 2 LOTS 1, 2 AND 3 AND W 7.5 FT OF VAC ALLEY ADJ ONE LYG S OF WLY EXT OF N LI OF LOT 1 BLK 2 MISIKS RE-S/D AND W 7.5 FT OF VAC ALLEY ADJ ON E OF LOT 3 (OR 3150-1973; 3155-372; 3310-2176, 2179)

## Current Values

| | |
|---|---|
| Just/Market Value: | $309,800 |
| Assessed Value: | $309,800 |
| Exemptions: | $309,800 |
| Taxable Value: | $0 |

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



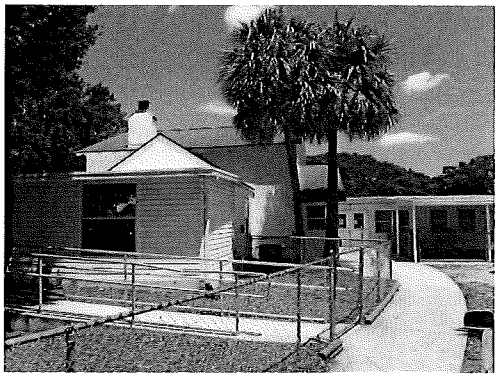
## Total Areas

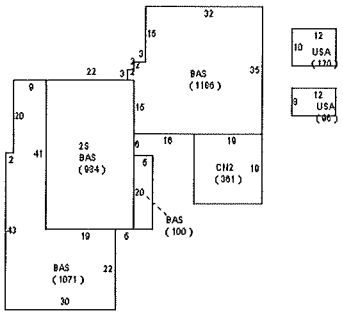
| | |
|---|---|
| Finished/Under Air (SF): | 4,325 |
| Gross Area (SF): | 4,902 |
| Land Size (acres): | 1.06 |
| Land Size (SF): | 46,173.6 |

## Sale History

| | |
|---|---|
| Date: | Jul 14, 2011 |
| Book/Page: | 3310 / 2179 |
| Sale Code: | 0111 |
| Deed: | QC |
| Grantor: | OCD Kids Inc, |
| Price: | $100 |
| Date: | Jul 13, 2011 |
| Book/Page: | 3310 / 2176 |
| Sale Code: | 0111 |
| Deed: | QC |
| Grantor: | Sunrise Country Preschool, |
| Price: | $100 |
| Date: | Dec 17, 2009 |
| Book/Page: | 3155 / 0372 |
| Sale Code: | 0111 |
| Deed: | QC |
| Grantor: | Lane,Oveda L |

| | | |
|---|---|---|
| Full Baths: 0 | Heat Type: FrcdHotAir | Avg Hgt/Floor: 0 |
| Half Baths: 0 | Heat Fuel: ELEC | Primary Floors: Vinyl Tiles |
| A/C %: 100% | Heated %: 100% | Sprinkled %: 100% |






## Special Features and Yard Items

| | |
|---|---|
| Type: | CHAINLINK 4' |
| Quantity: | 1 |
| Units: | 750 |
| Year Built: | 1985 |

## Current Year Values

Current Values Breakdown

| | |
|---|---|
| Building: | $117,700 |
| Land: | $192,100 |
| Just/Market: | $309,800 |
| Ag Credit: | $0 |
| Save Our Homes or 10% Cap: | $0 |
| Assessed: | $309,800 |
| Exemption(s): | $309,800 |
| Taxable: | $0 |

Current Year Exemption Value Breakdown

| Tax Year | Grant Year | Code | Description | Amount |
|---|---|---|---|---|
| 2017 | 2013 | 3000 | Education | $309,800 |

Current Year Special Assessment Breakdown

| Start Year | AssessCode | Units | Description | Amount |
|---|---|---|---|---|
| 1999 | 0041 | 2.4 | Fort Pierce Stormwater Charge | $129.60 |

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

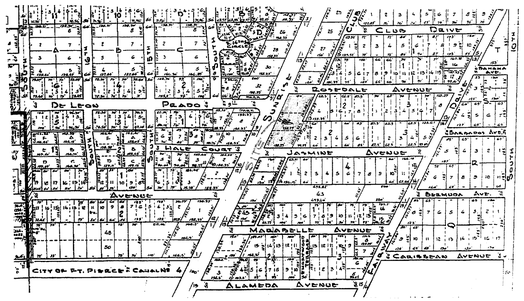
## Permits

| | |
|---|---|
| Fee: | $207 |

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

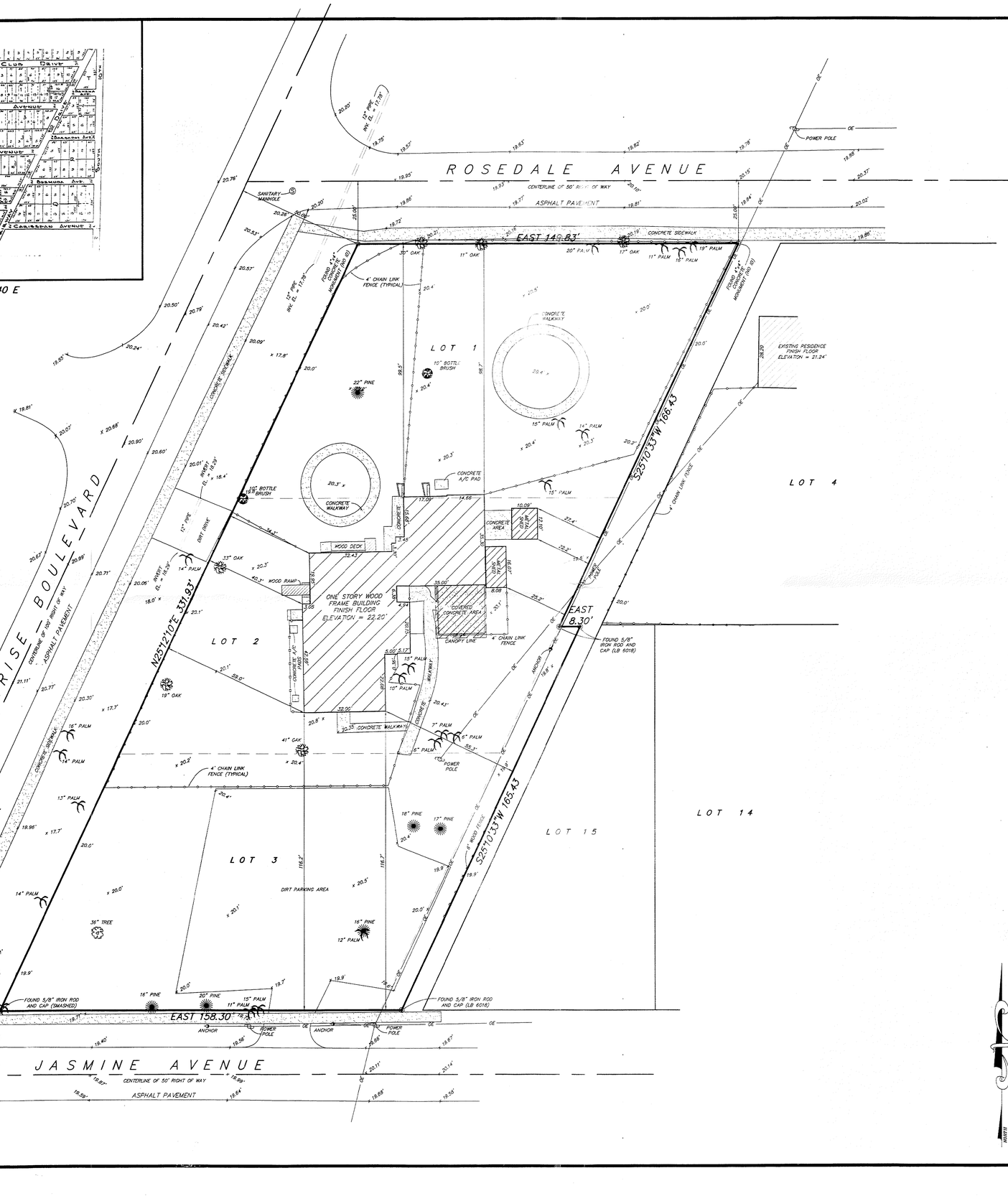
This information is believed to be correct at this time but it is subject to change and is not warranted.
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# BOUNDARY SURVEY




LOCATION MAP: NOT TO SCALE

SECTION 21, TOWNSHIP 35 S, RANGE 40 E




## LEGEND:

LB – LICENSED BUSINESS
OE – OVERHEAD ELECTRIC
xx.xx' – SPOT ELEVATIONS
A/C – AIR CONDITIONER
INV. – INVERT
EL. – ELEVATION

## LEGAL DESCRIPTION:

LOTS 1, 2 AND 3, BLOCK 2, MARAVILLA PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 13, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; TOGETHER WITH THE WEST 7.5 FEET OF VACATED ALLEY ADJACENT TO BLOCK 2, MISIK'S RESUB OF PART OF MARAVILLA PARK, AS RECORDED IN PLAT BOOK 9, PAGE 60, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AS SET FORTH IN ORDINANCE NO. E-358, RECORDED IN OFFICIAL RECORD BOOK 150, PAGE 394, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

## SURVEYOR'S NOTES:

1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM AS-BUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION.

2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.

3. LANDS SHOWN HEREON WERE SURVEYED WITHOUT THE BENEFIT OF A TITLE SEARCH.

4. BEARINGS SHOWN HEREON REFERE TO AN ASSUMED MERIDIAN OF N90°00'00"E ALONG THE SOUTH PROPERTY LINE OF SAID LOT 3.

5. LEGAL DESCRIPTION FURNISHED BY CLIENT.

6. SITE AREA: 46,267 SQUARE FEET OR 1.06 ACRES MORE OR LESS.

7. THIS SITE LIES IN FLOOD ZONE 'X' AS SCALED AND INTERPOLATED ON FEMA PANEL MAP NO. 12111C-0187-G, DATED: NOVEMBER 4, 1992.

## CERTIFICATIONS:

1. SUNRISE COUNTRY PRESCHOOL

GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.

## SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA STATUTES, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.

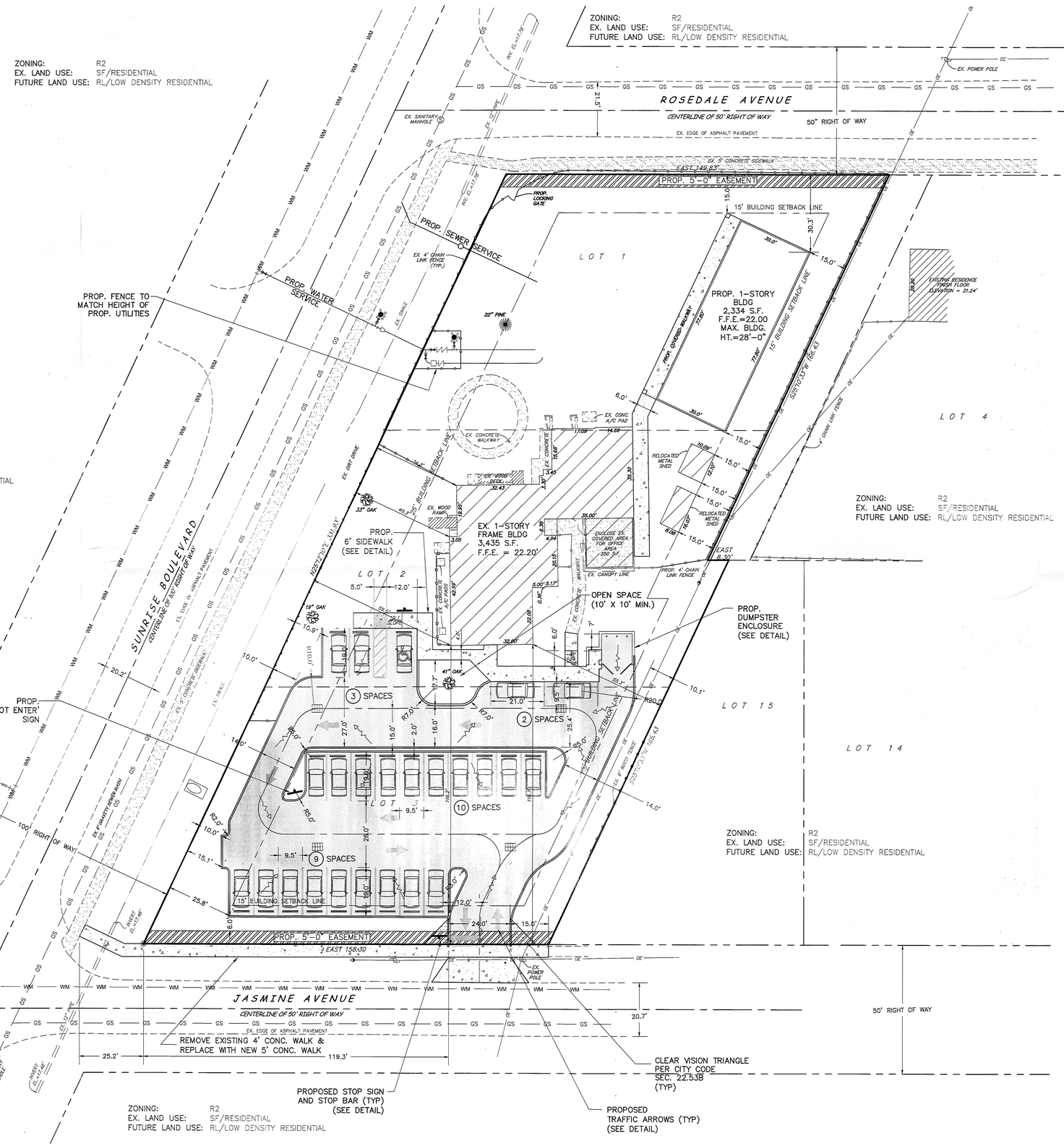
ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

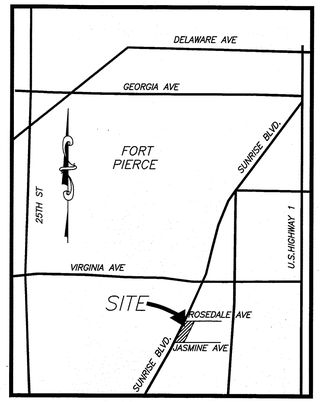

BLOOMSTER
PROFESSIONAL LAND SURVEYORS, INC.
L.B. #6018

791 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868


| SHEET 1 OF 1 | | |
|---|---|---|
| DRAWN BY: A.C. | | |
| SCALE: 1" = 20' | | |
| FIELD WORK COMPLETED: 10/28/2005 | | |
| FIELD BOOK: A131/8-11 | | |
| JOB NO. 9124 | | |
| REVISIONS | | |
| DATE: | DESCRIPTION: | BY: |
| 11-17-06 | UPDATE SURVEY | A.C. |
| 03-07-07 | UPDATE SURVEY | A.C. |
| 10/19/07 | LOCATION MAP | FJY |

PREPARED FOR: SUNRISE COUNTRY PRESCHOOL
2706 SUNRISE BOULEVARD
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA




LOCATION MAP N.T.S.

S21 : T35S : R40E

## LEGAL DESCRIPTION:

LOTS 1, 2 AND 3, BLOCK 2 MARAVILLA PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 13, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; TOGETHER WITH THE WEST 7.5 FEET OF VACATED ALLEY ADJACENT TO BLOCK 2, MISIK'S RESUB OF PART OF MARAVILLA PARK, AS RECORDED IN PLAT BOOK 9, PAGE 60, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AS SET FORTH IN ORDINANCE NO. E-358, RECORDED IN OFFICIAL RECORD BOOK 150, PAGE 394, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

## OWNER:

OVEDA L. LANE
2902 OLEANDER BLVD.
FORT PIERCE, FL 34982

## SURVEYOR:

BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC.
791 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FL 34957
(561) 747-6046

## ENGINEER:

VELCON ENGINEERING & SURVEYING, LLC.
702 SW PORT ST. LUICE BOULEVARD
PORT ST. LUCIE, FL
(772) 879-0477

## LANDSCAPE ARCHITECT:

WILLIAM FLINT
2310 COUNTRY CLUB LANE
STUART, FL
(772) 220-0424

## PROPERTY CLASSIFICATIONS:

ZONING: R2

LAND USE: PRIVATE PRE-SCHOOLS

FUTURE LAND USE: RL/LOW-DENSITY RESIDENTIAL

## SITE DATA:

| | | | |
|---|---|---|---|
| PARCEL SIZE | 46,267 S.F. | 1.06 ACRES | 100.00% |
| EXISTING BUILDING AREA | 3,435 S.F. | 0.079 ACRES | 7.42% |
| EXISTING WALK AREA | 579 S.F. | 0.013 ACRES | 1.25% |
| EXISTING TOTAL IMPERVIOUS | 4,014 S.F. | 0.092 ACRES | 8.68% |
| PROPOSED BUILDING AREA | 2,334 S.F. | 0.053 ACRES | 5.04% |
| PROPOSED OFFICE AREA | 350 S.F. | 0.008 ACRES | 0.76% |
| PROPOSED PAVED AREA | 12,719 S.F. | 0.292 ACRES | 27.49% |
| PROPOSED WALK AREA | 1,714 S.F. | 0.04 ACRES | 3.70% |
| PROPOSED TOTAL IMPERVIOUS | 17,117 S.F. | 0.393 ACRES | 36.99% |
| TOTAL IMPERVIOUS | 21,131 S.F. | 0.485 ACRES | 45.66% |
| PERVIOUS AREA (OPEN) | 25,136 S.F. | 0.577 ACRES | 54.34% |

## PARKING CALCULATIONS:

PARKING REQUIRED @ 2 SPACES/PER CLASSROOM

= 2 SPACES X 12 CLASSROOMS = 24 SPACES REQUIRED

PARKING REQUIRED = 24 SPACES (INCLUDING 1 HANDICAPPED SPACES)

PARKING PROVIDED = 24 SPACES (INCLUDING 1 HANDICAPPED SPACES)

## GENERAL NOTES:

1. ALL SITE LIGHTING TO COMPLY WITH CITY CODE SECTION 22,58(8). LIGHTING PLAN TO BE PROVIDED AT TIME OF FINAL SUBMISSION.
2. ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 17 AND 18 OF THE FORT PIERCE CODE OF ORDINANCES AND THE "STANDARD SPECIFICATIONS" ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973.

## UTILITIES NOTES:

1. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE REQUIREMENTS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. ALL UTILITY LOCATIONS ARE FROM AS-BUILT DRAWINGS AND SHALL BE FIELD VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

## BUILDING REQUIREMENTS:

BUILDING SETBACK REQUIREMENTS = FRONT 25', REAR 15', SIDE 15'

## TYPICAL PARKING SPACE:

9.5' X 19'

## DEVELOPMENT SCHEDULE:

START 90 DAYS FROM FINAL APPROVAL
COMPLETE 1 YEAR FROM START DATE

SEAL

ENGINEER'S APPROVAL

M. RANDALL RODGERS P.E. No. 63212

DATE

VELCON ENGINEERING & SURVEYING LLC
702 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE FL 34953
PHONE: (772) 879-0477
FBPE C.O.A. # 32222

REVISIONS

| BY | DATE | DESCRIPTION |
|---|---|---|
| | | 1 |
| | | 2 |

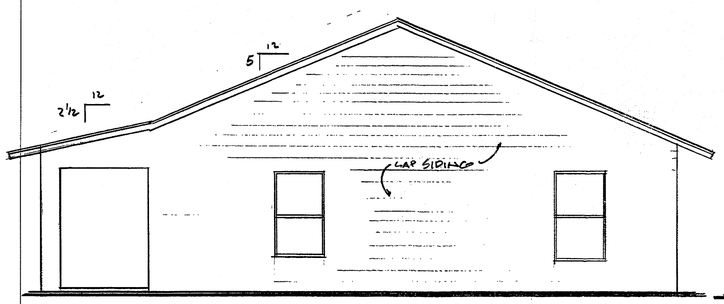
SITE PLAN

SUNRISE PRESCHOOL
2706 SUNRISE BLVD
CITY OF FORT PIERCE, FL

SCALE: 1"=20'
DATE: 03/12/18
DRAWN BY: AP
CHECKED BY: RR
CADD FILE: 06-267ENG

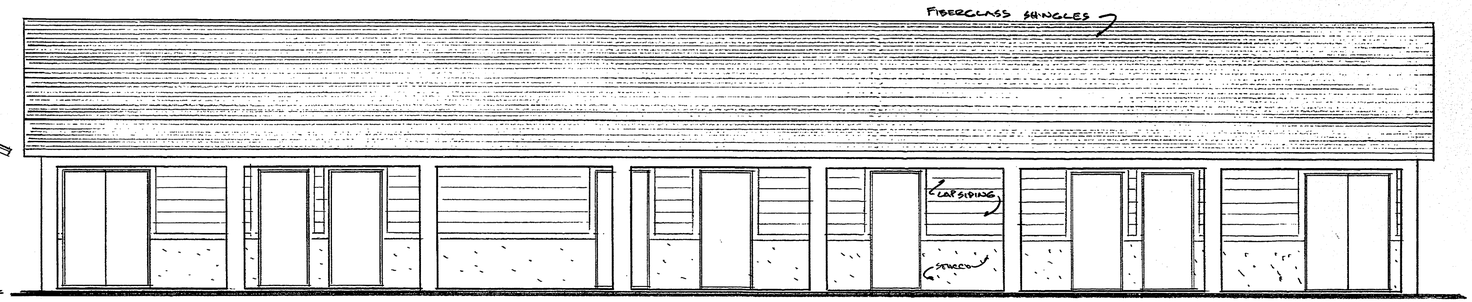
SHEET NO.: 1
OF : 1

JOB No. : 06-267ENG

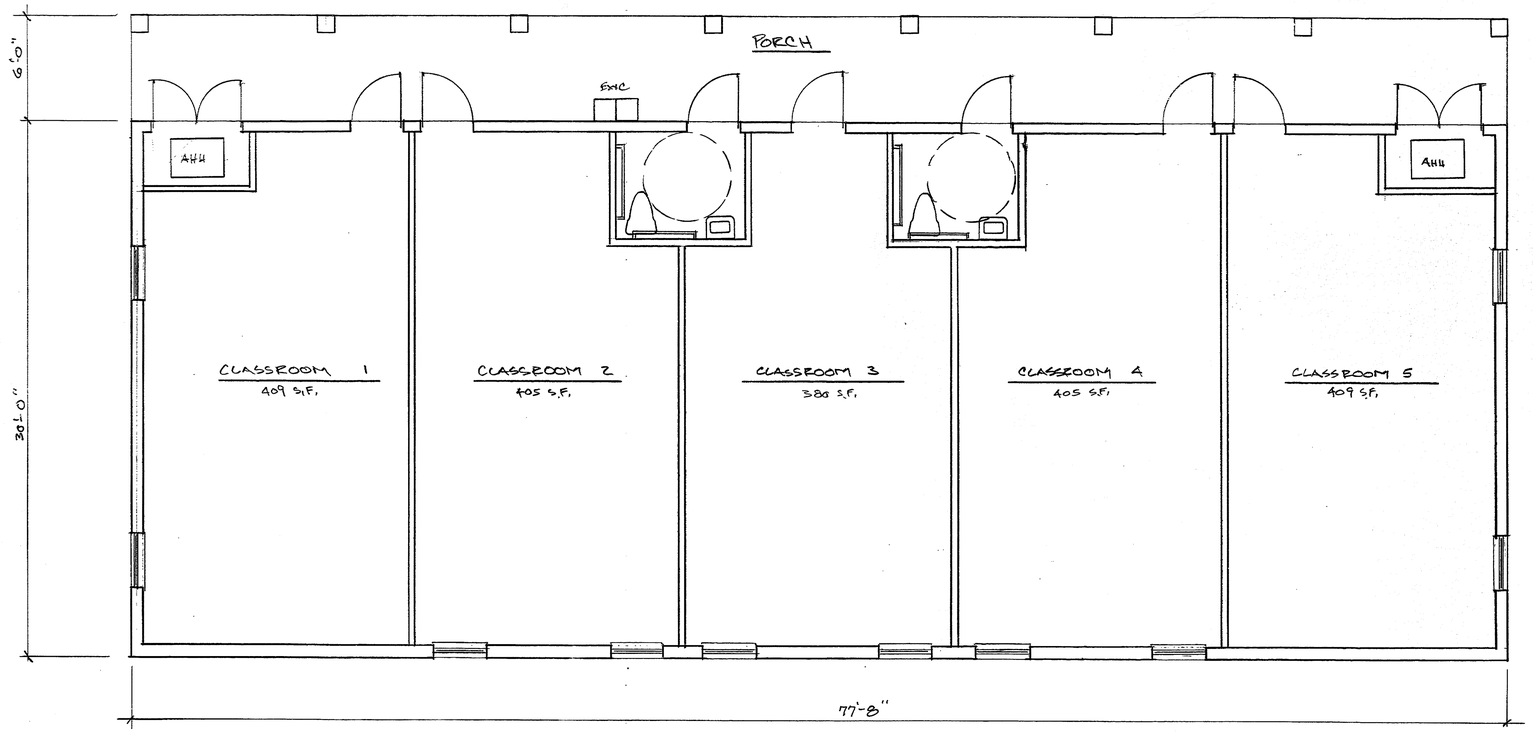



SIDE ELEVATION

1/4"




FRONT ELEVATION




FLOOR PLAN

1/4"

SQUARE FOOTAGE

| | | |
|---|---|---|
| BUILDING | 2330 | S.F. |
| PORCH | 466 | S.F. |
| TOTAL | 2796 | S.F. |

ARCHITECT

Architectonic Inc

806 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772 460 7751
F: 772 460 4244

WWW.ARCHITECTONICINC.COM

STATE REG # AA26003348

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PROJECT

SUNRISE
PRE-SCHOOL
FT. PIERCE, FLORIDA

CLIENT

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA
AR96898

REVISIONS

| NO. | DATE | REVISION |
|---|---|---|
| | | |

KEY PLAN

SHEET TITLE / SHEET NUMBER

P-1
1/29/18

PROJECT NUMBER C18 000

DATE

**TO:** Vennis Gilmore, Planning Analyst

**THROUGH:** Mayte Santamaria, Assistant Director

**FROM:** Kori Benton, Senior Planner

**DATE:** May 15, 2018

**SUBJECT:** **Sunrise Country Preschool**
**Conceptual Site Plan – 2706 Sunrise Blvd.**

The St. Lucie County Planning & Development Services Department has completed a review of the May 7, 2018 distribution of TECHNICAL REVIEW PROJECT# 18-40100001.

## Background

The applicant is seeking approval of a Conceptual Site Plan, presenting a proposed to expand an existing pre-school via construction of an additional 2,796 sq. ft. classroom building. The subject property has a zoning of R-2, Single-Family Intermediate Density Zone and a Future Land Use of RL, Low Density Residential. The subject site has a total of 1.06 acres.

## Review Comments

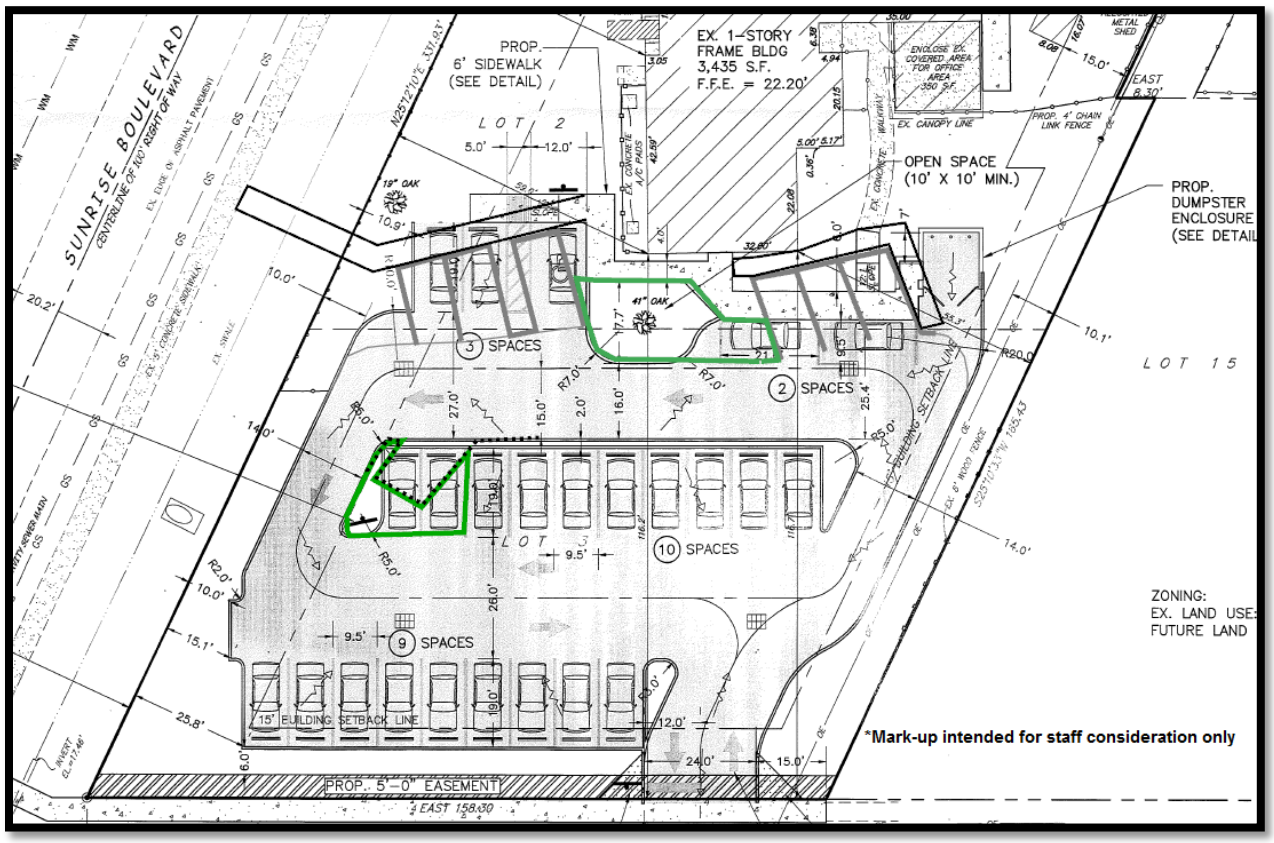
1. The conceptual plan presents the relocation of the commercial dumpster towards the east side of the property, much closer to an existing single-family residence abutting the site. The applicant may consider an alternative location to minimize potential for conflicts of the collection process and adjacent home(s).

2. The plan should include a sidewalk connection from the right-of-way to an ADA accessible building entrance.

3. Tree preservation, and design of adequate root space/barriers, is encouraged where possible. Please ensure preservation of the 41” oak, as proposed, is handled with best practices.

4. Appropriate buffering between the proposed commercial expansion and adjacent residences is encouraged.

Please contact me at 772-462-2518 if you have any questions or would like to discuss the presented comments.




ST. LUCIE WORKS

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

**TO : Vennis Gilmore, Planning Analyst**

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

**RE : Sunrise Country Preschool – 2706 Sunrise Blvd. – Site Plan**
**TRC No. 18-40100001**

**DATE : May 17, 2018**

RECEIVED
MAY 17 2018
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 May 7, 2018:

- ☑ Site Plan
- ☐ 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 Site Plan
- ☐ 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



100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Please provide a Boundary and Topographic Survey signed and sealed by a Florida Licensed Land Surveyor and Mapper in accordance with City of Fort Pierce Code of Ordinances Section 17-27(a)(7).
2. Please provide a conceptual storm drainage plan which will indicate the techniques used to control drainage in accordance with City of Fort Pierce Code of Ordinances Section 22-58(d)(6).
3. Advisory Comment: Prior to issuance of the Certificate of Occupancy, a recorded sketch and description along with a recent Owners and Encumbrances search shall be submitted encompassing the proposed 5' R/W easements along Jasmine Avenue and Rosedale Avenue.
4. Advisory comment: Finished floor elevation shall be set at the peak stage for a 100 yr-3day storm event.

JRA/tst/dhr



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**May 8, 2018**

**Project:** **SUNRISE COUNTRY PRE SCHOOL**
**Subject:** **SURVEY REVIEW**
To: Vennis Gilmore
From: Rod Reed, PLS
SLC-Engineering Division

**BACKGROUND:**

The request seeks to construct a 2,796 sq. ft. preschool at the subject site. The subject property has a zoning of R-2, Single-Family Intermediate Density Zone and a Future Land Use of RL, Low Density Residential. The subject site has a total of 1.06 acres.

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

**SURVEY:**

1) Please provide a survey not older than one year. I will review upon receipt.

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 School Board has no comments on the proposed Conceptual site plan.

Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County

Temporary office

582 NW University Blvd., Ste 500

Port St. Lucie, FL 34986

cell 772.216.5755

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

# BUILDING DEPARTMENT
# TECHNICAL REVIEW COMMITTEE (TRC)
# COMMENT FORM

**Meeting Date:** 5/17/16
**Property Address:** 2706 Sunrise Blvd
**Property Name:**
**Project Name:**
**Planner:**

***Please be advised that the project may trigger the requirements indicated below:***

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☑ 6. Must meet the following Accessibility requirements:

- ☑ Accessible route
- ☑ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

**Additional Comments/Requirements:**

Permit Required to Relocate Two metal sign

Building Official's or Representative's Signature _____ Date: 5/17/16

Vennis,

I apologize for the delay in sending you the comments below.

Conceptual Site Plan – Sunrise Country Preschool – 2706 Sunrise Boulevard - Gilmore

· W/WW Engineering: Concept Approved,

New building addition will require utility upgrades as conceptually show on site plan provided. For review and final approval, a complete package including 3 signed and sealed set of plans (detailing the additional utility requirements) as well as updated/additional water and wastewater usage must be submitted to FPUA.

· Electric & Gas Engineering: Approved

Thank you

Regards,

Martha Kerr

*Staff Assistant*

*W/WW Engineering Department*

*Fort Pierce Utilities Authority*

*1701 S. 37th Street*

*Fort Pierce, FL 34947*

*Telephone: (772) 466-1600, Ext. 3473*

*Fax: (772) 468-2414*

*mkerr@fpua.com*

Paul Jacquin & Sons, Inc. / Michael Jacquin, President
7348 Commercial Circle
Fort Pierce, FL. 34951

**Re: Conceptual Site Plan – Sunrise Country Preschool – 2706 Sunrise Blvd.**

Dear Mr. Jacquin,

The following are comments from the Planning Department's review of the application for a Conceptual Site Plan in the R-2, Single-Family Intermediate Density Residential Zone (Please Provide a Written Response to all responsible Departments):

**1) Per City Code Sec. 22-62. - Sidewalks. b)**

*Applicability:* **In order to provide continual access for pedestrians, sidewalks and sidewalk linkages shall be required to be provided by the property owner or permit applicant when one of the following events occur:**

**Plans submitted for site plan, conditional use, PUD/PUR, and subdivision review. Plans shall reflect all proposed sidewalk improvements.**

**Safe and efficient sidewalk linkages shall be provided between building entrances and parking areas, and adjacent portions of the development, and adjacent rights-of-way. At least one accessible route in accordance with the Florida Accessibility Code shall connect buildings to parking areas and adjacent rights-of-way.**

**Please install a sidewalk linkage for pedestrian and ADA accessibility purpose from the Sunrise Blvd. corridor to the buildings entrance.**

**2) Please install appropriate buffering between the proposed commercial expansion and adjacent residences.**

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

Established

1940

Jacquin & Sons Construction pjsi.com CGC060473 75th ANNIVERSARY

Commercial

Industrial

Residential

May 25, 2018

City of Fort Pierce Planning Department
Attn: Mr. Vennis Gilmore,
100 North US 1
Fort Pierce, FL 34950

Re: Sunrise Country Preschool TRC comments

Listed below is a list of comments which are now under conceptual site planning review from the TRC meeting. These comments will be addressed when the formal site plan submittal is submitted after conceptual is complete and we receive comments and option from City Council. Please see the list of comments below.

**Review Comments**

1. The conceptual plan presents the relocation of the commercial dumpster towards the east side of the property, much closer to an existing single-family residence abutting the site. The applicant may consider an alternative location to minimize potential for conflicts of the collection process and adjacent home(s).
2. The plan should include a sidewalk connection from the right-of-way to an ADA accessible building entrance.
3. Tree preservation, and design of adequate root space/barriers, is encouraged where possible. Please ensure preservation of the 41" oak, as proposed, is handled with best practices.
4. Appropriate buffering between the proposed commercial expansion and adjacent residences is encouraged.

**Engineer Comments**

1. Please provide a Boundary and Topographic Survey Signed and sealed by a Florida Licensed Land Surveyor and Mapper in accordance with City of Fort Pierce Code Of Ordinance Section 17-27(a)(7)



P.O. Box 4343 · Fort Pierce, FL 34948 · Phone (772) 465-2475 · Fax (772) 466-2806
CGC 022708 CGC 056649 CGC 060473 CGC 1507936 CCC 056636

2. Please provide a conceptual storm drainage plan which will indicate the techniques used to control drainage in accordance with the City of Fort Pierce Code of Ordinance Section 22-58(d)(6)
3. Advisory Comment: Prior to insurance of the Certificate of Occupancy, a recorded sketch and description along with a recent Owners and Encumbrances search shall be submitted encompassing the proposed 5' R/W easements along Jasmine Avenue and Rosedale Avenue.
4. Advisory Comment: Finished floor elevation shall be set at the peak stage for a 100 ye- 3day storm event.

If you require anything further please let me know.

Sincerely,

Michael Jacquin
President



P.O. Box 4343 · Fort Pierce, FL 34948 · Phone (772) 465-2475 · Fax (772) 466-2806
CGC 022708 CGC 056649 CGC 060473 CGC 1507936 CCC 056636

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

## PUBLIC NOTIFICATION CERTIFICATION

**PROJECT NAME:** Conditional Use - Sunrise Country Pre-School - 2706 Sunrise Boulevard

**NOTICES PROVIDED PURSUANT TO:** City Code Section 22-143. Public Hearings A, B, C, & D

**NOTICE BY NEWSPAPER:** June 17th, 2018

**NOTICE BY MAIL:** N/A

**NOTICE BY SIGNS:** N/A

**VERIFIED BY:** Vennis Gilmore **TITLE:** Planning Analyst

**SIGNATURE:** **DATE:** June 20th, 2018

# Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

## AFFIDAVIT OF PUBLICATION

**STATE OF FLORIDA**
**COUNTY OF ST. LUCIE**

**Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.**

| Customer | Ad Number | Copyline | PO # |
|---|---|---|---|
| 463454 - CITY OF FORT PIERCE (LEGALS) | 2043328 | CITY OF FORT PIERCE NOTICE OF PUBLIC | |

**Pub Dates**
June 17, 2018

Sworn to and subscribed before me this day of, June 18, 2018, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

**Karol Kangas** **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

**CITY OF FORT PIERCE**
**NOTICE OF PUBLIC HEARING**

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, July 2, 2018 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1. Application for Development Review of a Conceptual Site Plan submitted by property owner, OCD Kids, Inc. and Applicant Michael Jacquin, President of Paul Jacquin & Sons, to construct a 2,796 sq. ft. building addition to an existing Pre-School at 2706 Sunrise Boulevard, Fort Pierce, FL. The property is zoned Single-Family Intermediate Density Zone (R-2). Parcel ID: 2421-513-0014-000-5.
2. Application for Conditional Use with No New Construction submitted by property owner, St. Nicholas Greek Orthodox Church, Inc. and Applicant Nicholas Gieseler, Attorney at Law, to establish a Private School at 2525 S 25th Street, Fort Pierce, FL. The property is zoned Medium Density Residential Zone (R-4), Parcel ID: 2420-141-0002-000-4.
3. Application for Conditional Use with No New Construction submitted by property owners, Wilbur & Karen Cox and Applicant Coldwell Banker Paradise, to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of one (1) month at 502 S. Compass Drive, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2507-714-0018-000-3.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.

/s/ Linda W. Cox, City Clerk
Publish: 6/17/18
TCN 2043328

**City Commission Regular Meeting** **12.f.**

**Meeting Date:** 07/16/2018

**Re:** Waiver of Distnace - Crownman Bed & Breakfast - 4COP

**Submitted For:** Rebecca Grohall, Director, Planning & Zoning

---

**SUBJECT:**

Quasi-Judicial Hearing - Review and approval of an application for waiver of distance submitted by Kris Einstein, and property owner Crownman FL, LLC to obtain a 4COP – Beer, Wine, & Liquor License to offer sale of alcohol for on premise consumption at a bed and breakfast, located at 515 S. Indian River Drive, Fort Pierce, Florida, subject to conditions. The property is zoned C-1, Office Commercial Zone (Parcel ID 2410-810-0001-000-9).

**SUMMARY:**

- The Crownman Bed & Breakfast is seeking to have a beer, wine, and liquor for consumption on-premises. The location has never held an alcohol license and the applicants are requesting it in conjunction with their request for Zoning Atlas Map Amendment for a Planned Development.
- The request is to secure a 4COP – Beer, Wine, and Liquor License to offer sale of alcohol, at the Bed & Breakfast, for consumption on-premises. Section 3-7 of the City Code restricts the sale or distribution of alcoholic beverages for consumption on the premises where the establishment is located within 1,600 feet of a church, school, or other licensed establishments; unless a Waiver of Distance is granted.
- The applicant is requesting the waiver based upon the presence of the St. Andrews Episcopal Academy Upper School.

**RECOMMENDATION:**

Approve with Conditions:

1. Provide a lighting plan or photometric survey that demonstrates compliance with City Code 22-60(j)(1)(d). This must be coupled with the forthcoming Planned Development Plan prior to the PDs City Commission Hearing.
2. Provide a Landscape Plan that demonstrates compliance with City Code 22-187, General Landscaping Requirements. This must be coupled with the forthcoming Planned Development Plan prior to the PDs City Commission Hearing

**ALTERNATIVES:**

Approve with Different Conditions
Deny

**RESPONSIBLE STAFF:**

Brandon C. Creagan

**COORDINATED WITH:**

Technical Review Committee

---

## Fiscal Impact

**OTHER INFORMATION:**

N/A

---

## Attachments

Planning Staff Report
Application
Restaurant Approval
Approved Plan from State
Aerial Map
Waiver of Distance Map
Public Notice Certification
Proof of Publication

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 07/11/2018 10:21 AM |

Form Started By: Brandon Creagan
Started On: 05/23/2018 09:36 AM
Final Approval Date: 07/11/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

**TO:** Nicholas Mimms, PE, City Manager

**THROUGH:** Rebecca Grohall, AICP, Planning Director

**FROM:** Brandon Creagan, LEED Green Associate, Planner

**RE:** **Application for Waiver of Distance**
**515 S. Indian River Drive**

**DATE:** June 29, 2018

## STAFF REPORT

**Property Owner/Applicant:** Crownman FL LLC
10380 SW Village Center Drive, Suite 310
Port St. Lucie, FL 34987

**Representative:** Kris Einstein
207 ½ Orange Avenue Suite K
Fort Pierce, FL 34950

**Requested Action:** Recommendation of Approval to the City Commission for a Waiver of Distance for an Alcohol Beverage License

**Site Location:** 515 S. Indian River Drive

**Parcel ID:** 2410-810-0001-000-9

**Type of License:** 4COP – Beer, Wine, and Liquor; sale for on premises consumption.

**Establishment Name:** Crownman Bed & Breakfast (Formal Name to Be Determined Later)

**Current Zoning:** C-1, Office Commercial

**Future Land-Use** CBD, Central Business District

**Proposed Zoning:** PD, Planned Development

**Surrounding Zoning:**

| North | East | South | West |
|---|---|---|---|
| C-1 | Indian River | C-1 | C-1 |

**Staff Analysis:**

The Crownman Bed & Breakfast is seeking to have a beer, wine, and liquor for consumption on-premises. The location has never held an alcohol license and the applicants are requesting it in conjunction with their request for Zoning Atlas Map Amendment for a Planned Development.

The request is to secure a 4COP – Beer, Wine, and Liquor License to offer sale of alcohol, at the Bed & Breakfast, for consumption on-premises. Section 3-7 of the City Code restricts the sale or distribution of alcoholic beverages for consumption on the premises where the establishment is located within 1,600 feet of a church, school, or other licensed establishments; unless a Waiver of Distance is granted.

The applicant is requesting the waiver based upon the presence of the St. Andrews Episcopal Academy Upper School. City Code Section 3-15 of the City Code specifies that a waiver of distance shall be granted only if it does not adversely affect community health, safety or general welfare and that the following are considered:

**a. The actual location and distance of the proposed establishment with respect to other places of business licensed to sell intoxicating beverages, whether on or off the premises, as well as churches and schools;**

There are no nearby businesses selling alcohol with-in 1,600 feet of the subject site.

**b. Whether adequate parking and landscaping for the facility are provided so as to meet the requirements set forth in sections 22-60 (Off Street Parking and Loading) and 22-187 (General Landscaping Requirements);**

The existing site contains adequate parking to meet City Code 22-60. A Landscape Plan will need to submitted with the Planned Development Plan so that it demonstrates compliance with City Code 22-187. The owners are aware of this and will take the necessary steps to have the Landscape Plan prior to the City Commission meeting.

**c. Whether the facility is physically separated or well buffered from all adjacent residentially zoned areas;**

There are no residential zoning districts immediately around the site, however the R-4, Medium Density Residential zoning district and E-1, Single Family Estate Density areas are close by to the south of the property. Because there are commercail uses surrounding the site the area is considered to be well buffered from residential property.

**d. Whether traffic generated by patrons or pickup/delivery vehicles will pass through low or moderate density residentially zoned neighborhoods;**

The property is accessible from South 2nd Street and areas that patrons and pickup/delivery vehicles will pass through are all mostly commercial in nature. The only way patrons will be passing through a primaraly residential area is if they are travaling north bound on South Indian River Drive. The nature of a Bed & Breakfast is most similar to a hotel and guests will be staying overnight on the property. Because of this it is not expected that there will be an adverse effect on patrons traversing through any residential neighborhoods.

**e. Whether, if the facility is located within sixteen hundred (1,600) feet of a church or school, it will generate traffic which may adversely affect the safety of persons attending such church or school.**

The proposed establishment is located approximately 1,041.75 ft. from St. Andrews Episcopal Academy Upper School. As stated the primary use is for a Bed & Breakfast with small resturant for patrons of the Bed & Breakfast. It is not expected that there will be any adverse affect to the safety of persons attending the school. This is because the nature of a Bed and Breakfast and how it is most closely associated with a hotel use as patrons will be staying and sleeping onsite.

Section 3-14 (2) of the City Code states that an applicant holding a 4COP license (Beer, Wine and Liquor) must demonstrate that any parking area provided for is illuminated by not less than three (3) footcandles per square foot of parking lot area. The applicant is aware that they will need to submit a lighting plan or photometric survey demonstrating the above regulation prior to the City Commission meeting.

The application as submitted meets the necessary requirements for holding a 4COP license. The restaurant component of the Bed & Breakfast has seating for approximately 24 people, with a maximum occupancy to be determined by the St. Lucie County Fire District upon completion of the renovations to the Bed & Breakfast site. The hours of operation for the Bed and Breakfast are 24 hours, while the restaurant hours are still to be determined. It is understood by the applicant that they must follow all city and state regulations regarding the hours that alcoholic beverages are allowed to be served. It is also understood by the applicant that the lighting in the parking area must not be less than three (3) footcandles per square foot of parking lot area.

**Technical Review Committee**

All affected departments have reviewed and given conditional approval to the proposed Waiver of Distance with regards to the requirements of the City Code. Findings from the review by corresponding departments and any associated responses by the applicant are provided for review

**Planning Board**

At their May 8, 2018 meeting the Planning Board voted 7-0 to recommend approval of the application as presented.

**Public Notification**

20 notification letters have been mailed out to owners of property within 500 feet of the Bed & Breakfast. As of May 22, 2018 two (2) letters have been received in support to the request. An update will be given at the City Commission meeting on June 7, 2018.

**Staff Recommendation**

The requested Waiver of Distance is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare; Staff recommends that the City Commission approve the requested Waiver of Distance for a 4COP Alcoholic Beverage License for the proposed establishment with the following conditions:

1. Provide a lighting plan or photometric survey that demonstrates compliance with City Code 22-60(j)(1)(d). This must be coupled with the forthcoming Planned Development Plan prior to the PDs City Commission Hearing.

2. Provide a Landscape Plan that demonstrates compliance with City Code 22-187, General Landscaping Requirements. This must be coupled with the forthcoming Planned Development Plan prior to the PDs City Commission Hearing.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
APR 05 2018
CITY OF FORT PIERCE
PLANNING & ZONING

# WAIVER OF DISTANCE

Property address or Location 515 South Indian River Drive Fort Pierce FL 34950

Parcel ID #(s) 2410-810-0001-000-9

Project description B&B & Breakfast

| Property Owner(s) | Applicant/Representative, Title, Company |
|---|---|
| Crowwoman FL LLC | Kristen Einstein |
| 10380 SW Village Center Drive #310 | 207 1/2 Orange Ave Suite K |
| Street Address | Street Address |
| Port St Lucie FL 34987 | Ft Pierce FL 34950 |
| City State Zip | City State Zip |
| 302 228 9929 | 404 502 0080 |
| Phone Number | Phone Number |
| kettlekat@aol.com | kris@entertainair.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

The foregoing instrument was acknowledged before me this 5 day of April, 2018, by Walter Brett & Cheryl Brett who is personally known to me or has produced _____ as identification.

Signature of Notary

(seal)

CHRISTOPHER D. GARDNER
Commission # FF 207895
Expires May 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

***INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3737***

## TO BE COMPLETED BY STAFF

| Zoning | Future Land Use | Total Acres | Historic District | Historic Designation |
|---|---|---|---|---|
| | | | | Contributing Individual<br>Non-Contributing None |

Pre-Application Meeting Date _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Fees _____ Control # _____ B. Permit # _____

Intake Date Stamp

# ☒ WAIVER OF DISTANCE

***Submit one (1) original & seven (7) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.***

- ☐ As-built site drawing, to scale, including the building, front door, parking area, traffic ingress and egress, sidewalks, landscaping and exterior lighting
- ☐ Sketch of the building's interior layout including square footage of the following: kitchen, bar area, seating arrangement, and restrooms
- ☐ Complete, notarized

***Application Type:***

- ☐ 1 APS/2APS: Beer Only / Package Sales or On-Premises Consumption
- ☒ 1 COP/2COP: Beer and Wine/Package Sales or On-Premises Consumption
- ☐ 3 APS: Beer, Wine & Liquor/Package Sales Only
- ☒ 4 COP: Beer, Wine & Liquor/On-Premises Consumption

*Business Information:*

- ☒ New Business
- ☐ Transfer from:_____ Open since:_____
  *address* *year*

Building Size 3100 Maximum Occupancy TBD Total Seating 2 Parking Spaces 9

Hours of Operation:

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|
| to | to | to | to | to | to | to |




**Minimum requirements for on-premises consumption.**

(1) An applicant holding a "Beer and Wine—Consume on Premises and Package Sales" license must be engaged in conducting a bona fide restaurant establishment, for which such waiver is sought, and to qualify as a bona fide restaurant the restaurant must:

(a) Have tables capable of seating not fewer than twenty (20) persons simultaneously, for the purpose of serving meals;

(b) Must dispense sales of beer and wine only to persons patronizing the establishment for the main purpose of ordering and consuming food;

(c) Have permanent kitchen facilities with a commercial stove, refrigerator and oven located within the premises in which meals are regularly prepared for service to patrons of the establishment.

(2) An applicant holding a "Beer, Wine and Liquor—Consume on Premises and Package Sales" license must demonstrate that any parking area provided for is illuminated by not less than three (3) footcandles per square foot of parking lot area.

APRIL 5, 2018

ARE YOU READY FOR YOUR INSPECTION?
EMAIL: DHR.DISTRICT4@MYFLORIDALICENSE.COM ***With your file number***

# File #. 309087

**CROWNMAN FL LLC**
10380 SW VILLAGE CENTER DR 310
PORT ST LUCIE, FL 34987

Re: Division of Hotels and Restaurants Plan Review
License Type: 2010 PERMANENT FOOD SERVICE
Application No. 1079136
**D408**

**Log No. HQ-18-4496**

Dear Plan Review Applicant:

Congratulations on your decision to operate a restaurant in Florida! I have approved the public food service establishment plans for CROWNMAN FL LLC, 515 SOUTH INDIAN RIVER DRIVE, FORT PIERCE, FL 34950, as of 04/05/2018, ***with the following condition(s)*:**

**1) PROPER AND EFFECTIVE PROTECTION OF ALL DISPLAYED FOODS TO BE VERIFIED BY INSPECTOR.**

**2) IF HAND WASHING VIOLATIONS ARE OBSERVED ADDITIONAL HAND WASH SINK(S) MAY BE REQUIRED.**

**3) HANDWASH SINKS MUST BE EASILY ACCESSIBLE AT ALL TIMES. THEY MAY NOT BE BLOCKED BY STORAGE RACKS OR TABLES. THEY CANNOT BE USED FOR ANY OTHER PURPOSES. THEY MUST REMAIN FULLY STOCKED WITH A HAND WASH SIGN, SOAP, AND DRYING DEVICES AT ALL TIMES.**

**4) IF ANIMAL PRODUCTS ARE OFFERED RAW OR UNDERCOOKED, A WRITTEN CONSUMER ADVISORY MUST BE PROVIDED.**

**5) PLANS PROVIDED MUST ACCURATELY REFLECT ALL FOOD SERVICE EQUIPMENT AND ITS LOCATION IN THE ESTABLISHMENT. FAILURE TO PROVIDE ACCURATE PLANS COULD RESULT IN DELAY AT THE TIME OF THE LICENSING INSPECTION.**

**6) FLOORS, WALLS, COVE BASE, AND CEILING FINISHES IN ALL FOOD PREPARATION, FOOD STORAGE, AND WARE WASHING AREAS MUST BE SMOOTH, NON-POROUS, AND EASILY CLEANABLE.**

Please have the above information or proof of compliance with the conditions ready for the inspector at your opening inspection. The conditions listed above are required to pass your opening inspection. Please include the file number and log number listed above on any documents submitted. Your plans are only approved as submitted to us *and* with the above conditions. Changes in proposed operational procedures may require additional equipment and certain changes may require a new plan review. If you decide to change the menu, equipment or operation, please notify us immediately.

Your plan approval is valid for one year from the date of this letter, so you must license the proposed establishment before then. If your plan approval expires after a year, you may have to complete the plan review process including fee payment again. If you are no longer in charge of this project, please forward this letter to the correct person or company.

When the construction is complete, please email Dhr.district4@myfloridalicense.com to request contact from an inspector to schedule an opening inspection. ***Be ready to provide the file number located at the top of this letter***. Please allow 1-2 days for the inspector to contact you to schedule the inspection.

Good luck with your enterprise!

Sincerely,



Josh Phillips, Plan Review Manager
Josh.Phillips@myfloridalicense.com
850.717.1129

ENCLOSURE(S)

Florida Department of Business & Professional Regulation

**Division of Hotels and Restaurants**

www.MyFloridaLicense.com/dbpr/hr

| LOG NUMBER | | |
|---|---|---|
| HQ | 18 | 4496 |
| **FILE NUMBER** | | |
| 309087 | | |

# PLAN REVIEW SPECIFICATION WORKSHEET

**Establishment must meet all standards of Chapter 509, Part I, Florida Statutes, and Chapter 61C-1&4, Florida Administrative Code**

| 1 | **Establishment Name**: CROWNMAN |
|---|---|

| 2 | **Review Type** |
|---|---|
| ☒ | New/Conversion |
| ☐ | Remodel |
| ☐ | Closed at least one year |
| ☐ | Change Owner with Remodel |

Current License Number: **PENDING INSPECTION**

Previous License Number and/or Name (if applicable):

Previous Licensing Agency: ☐ Department of Agriculture and Consumer Services ☐ Department of Health ☐ Division of Hotels & Restaurants

**WORKSHEET CODE KEY: S** = Satisfactory **NA** = Not applicable
**U** = Unsatisfactory – a plan cannot be approved with an item marked in this manner
**C** = Caution – item is operationally based or cannot be determined by review and will be verified during onsite inspection

**3 Construction Finishes**

| | Floor | Wall | Cove Base | Ceiling |
|---|---|---|---|---|
| Food Preparation | TILE | PAINTED DRYWALL | TILE | PAINTED DRYWALL |
| Food Storage | TILE | PAINTED DRYWALL | TILE | PAINTED DRYWALL |
| Dishwash Area | TILE | PAINTED DRYWALL | TILE | PAINTED DRYWALL |
| Bathrooms | TILE | PAINTED DRYWALL | TILE | PAINTED DRYWALL |
| Dry Storage | TILE | PAINTED DRYWALL | TILE | PAINTED DRYWALL |
| Bar | WOOD | PAINTED DRYWALL | WOOD | PAINTED DRYWALL |

**Note:** Finishes in areas of moisture must be smooth, nonabsorbent and easily cleanable; Studs, joists or rafters may not be exposed in areas of moisture; Curved and sealed cove bases are required at floor/wall junctures.

**Sinks and Warewashing**

| | | |
|---|---|---|
| 4 | S | Manual washing, rinsing and sanitizing facilities provided: ☒ 3-compartment sink ☐ 4-compartment sink<br>Location(s): ☒ Kitchen ☐ Bar ☐ Dishwash area ☐ Other |
| 5 | S | Mechanical washing, rinsing and sanitizing facilities provided: ☒ Dishmachine ☐ Glasswasher<br>Dishmachine/glasswasher sanitizing method: ☐ Chemical ☒ Hot Final Rinse |
| 6 | S | Drainboards or shelving/table equivalent provided at each end of dishwashing facilities |
| 7 | S | Handwash sink(s) provided/accessible in food prep and food dispensing area(s) |
| 8 | S | Handwash sink provided/accessible in dishwashing area(s) |
| 9 | Total number of handwash sinks shown **2** | |
| 10 | Food prep sink(s): ☐ 1-compartment ☐ 2-compartment ☐ 3-compartment | Number shown: **0** |

**Comments**:

| | | | | | |
|---|---|---|---|---|---|
| **Fire Safety** | | | | | |
| 11 | S | Hood automatic fire suppression shown over cooking equipment (grease laden vapors) | | | |
| 12 | C | Portable extinguisher(s) shown PER AHJ | | | |
| 13 | Public exit access does not go through kitchen / storage rooms / bathrooms / other high hazard areas ☒ Yes ☐ No | | | | |
| 14 | Number of exits: | Public: **3** | Employee: **0** | Total: **3** | |
| 15 | Square footage of establishment: **1000** | | | | |
| 16 | Building fire sprinkler system installed ☒ Yes ☐ No | | | | |
| **Equipment and Storage** | | | | | |
| 17 | S | Ice machine installed in enclosed area with outer openings protected | | | |
| 18 | C | Displayed / exposed food effectively protected | | | |
| 19 | S | Food preparation area protected from environmental contamination | | | |
| 20 | NA | Running water dipper well installed for bulk ice cream service or equivalent handling **NOT ON PLAN** | | | |
| 21 | S | Equipment installed for cold holding potentially hazardous (time/temperature control for safety) food | | | |
| 22 | S | Equipment installed for hot holding potentially hazardous (time/temperature control for safety) food | | | |
| 23 | C | Dry storage area designated | | | |
| 24 | C | Maintenance and cleaning equipment storage area designated | | | |
| 25 | C | Employee personal article storage designated | | | |
| **Plumbing and Bathrooms** | | | | | |
| 26 | C | Plumbing system installed | | | |
| 27 | S | Mop/service sink; can wash - shown | Location(s): **KITCHEN** | | |
| 28 | S | Water heating device | Location: **OUTSIDE** | | |
| 29 | Establishment type: ☐ Stand alone ☐ Mall (strip/enclosed) ☐ Incidental ☒ Lodging associated ☐ Theme park/entertainment complex | | | | |
| 30 | S | Public bathroom installed | Type/Location Shown: ☐ Bathroom for each sex ☒ Unisex only ☐ Public bathroom(s) on same level ☐ Public bathrooms within 300 feet on same level | | |
| 31 | S | Public bathroom(s) accessible to customers without going through food preparation, food storage or warewashing areas | | | |
| 32 | S | Employee bathroom(s) provided | ☒ Same as customer bathroom(s) ☐ Separate from customer bathroom(s) | | |
| **Water Supply** | | | | | |
| 33 | S | Type of supply: ☒ Municipal ☐ Onsite Well ☐ Other | Public well permit number: | | |
| 34 | Provider name: **FORT PIERCE UTILITIES** | | | | |
| 35 | Written approval/verification via: ☒ Copy of bill ☐ Approval form ☐ Provider letter ☐ Permit ☐ Electronic account document ☐ Verbal ☐ Other | | | | |
| **Wastewater Disposal** | | | | | |
| 36 | S | Type of system: ☒ Municipal ☐ Septic Tank ☐ Package Plant ☐ Other | | | |
| 37 | Provider name: **FORT PIERCE UTILITIES** | | | | |
| 38 | Written approval/verification via: ☒ Copy of bill ☐ Approval form ☐ Provider letter ☐ Permit ☐ Electronic account document ☐ Verbal ☐ Other | | | | |
| 39 | Septic tank system | Permit number: | ☐ Restrictions (see provisos) | | |
| | Tank size: gallons | Drainfield: square feet | Grease trap: gallons | | |
| 40 | Seating capacity per plan: ☐ Inside seating ☐ Outside seating ☒ Total: **24** Projected number of seats contingent upon approval from local Authority Having Jurisdiction | | | | |

**Comments**:

| Plan Results | | | |
|---|---|---|---|
| 41 | ☐ Plans approved without provisos | 43 | ☐ Plans denied (see provisos) |
| 42 | ☒ Plans approved with provisos (see provisos below) | | |

**Provisos:** **1) PROPER AND EFFECTIVE PROTECTION OF ALL DISPLAYED FOODS TO BE VERIFIED BY INSPECTOR.**

**2) IF HAND WASHING VIOLATIONS ARE OBSERVED ADDITIONAL HAND WASH SINK(S) MAY BE REQUIRED.**

**3) HANDWASH SINKS MUST BE EASILY ACCESSIBLE AT ALL TIMES. THEY MAY NOT BE BLOCKED BY STORAGE RACKS OR TABLES. THEY CANNOT BE USED FOR ANY OTHER PURPOSES. THEY MUST REMAIN FULLY STOCKED WITH A HAND WASH SIGN, SOAP, AND DRYING DEVICES AT ALL TIMES.**

**4) IF ANIMAL PRODUCTS ARE OFFERED RAW OR UNDERCOOKED, A WRITTEN CONSUMER ADVISORY MUST BE PROVIDED.**

**5) PLANS PROVIDED MUST ACCURATELY REFLECT ALL FOOD SERVICE EQUIPMENT AND ITS LOCATION IN THE ESTABLISHMENT. FAILURE TO PROVIDE ACCURATE PLANS COULD RESULT IN DELAY AT THE TIME OF THE LICENSING INSPECTION.**

**6) FLOORS, WALLS, COVE BASE, AND CEILING FINISHES IN ALL FOOD PREPARATION, FOOD STORAGE, AND WARE WASHING AREAS MUST BE SMOOTH, NON-POROUS, AND EASILY CLEANABLE.**

| | | |
|---|---|---|
| ☐ Variance approved VW# | Date: | ☐ Plans approved without provisos |
| ☐ Plans approved with noted provisos (see provisos above) | | |

**The following general provisos apply to all public food service establishments.**
**ALL ITEMS WILL BE VERIFIED BY AN INSPECTOR AT THE TIME OF INSPECTION.**

| | |
|---|---|
| **Water / Backflow Prevention** | |
| **44** | Hot and cold water supplied to all sinks where required (e.g., three-compartment, handwash, mop/service sinks) |
| **45** | If allowed by the local Authority Having Jurisdiction, warewashing sinks and machines may have a direct connection |
| **Lighting** | |
| **46** | Light fixtures shielded / coated / covered where food is stored / prepared / displayed or where single-service items are open / exposed |
| **47** | Illumination – 50 foot-candles in food preparation areas; 20 foot-candles in self-service areas, inside reach-in or under-counter refrigerators, handwashing and warewashing areas, equipment and utensil storage, toilet rooms; 10 foot-candles in walk-in refrigerators and freezers, dry food storage areas |
| **Equipment Installation and Operation** | |
| **48** | Waste container (dumpster), grease receptacle, compactor, recycle bins on nonabsorbent surfaces (pad) |
| **49** | Local exhaust ventilation installed over cooking units releasing steam / grease laden vapors / smoke |
| **50** | Bathrooms ventilated / provided with windows; doors self-closing; doors / stalls constructed to insure privacy |
| **51** | Equipment, mop/service sink/can wash/compactor area properly drained to sanitary sewer; refrigeration waste piping discharges indirectly into floor drain or other approved receptor; Laundry facilities protected |
| **52** | Dishmachines have visual detergent and sanitizer delivery system or incorporate visual / audible alarm to signal if detergent and sanitizer are not delivered to the proper cycles |
| **53** | All hose fittings protected by backflow device; back siphonage/backflow protection if no air gap/break |
| **54** | Doors to exterior self-closing unless emergency exit |
| **Fire Safety Information (Requirements and Compliance by Local fire Authority Having Jurisdiction)** | |
| **55** | No mesh filters in hood with automatic fire suppression systems installed |
| **56** | All gas appliances have a nationally recognized testing laboratory seal such as AGA or UL |
| **57** | Class K and other portable fire extinguisher installed as required by NFPA 10 and/or local fire authority |
| **58** | Automatic sprinkler and fire alarm systems required for occupancies greater than 300 |
| **59** | Exit doors open outward for occupancy greater than 49 |
| **60** | Physical separation or vertical splash guard installed between fryer(s) and open flames of adjacent cooking equipment. Check with local fire authority for installment requirements |

| | | |
|---|---|---|
| **Plan Reviewer:** | **JOSH PHILLIPS** | **Date: 04.05.2018** |
| **Plans Returned via:** ☐ Mail ☒ Email ☐ Shipping | | |

Florida Department of Business & Professional Regulation

**Division of Hotels and Restaurants**

www.MyFloridaLicense.com/dbpr/hr

# FIXED PUBLIC FOOD SERVICE OPENING/LICENSING INSPECTION CHECKLIST

Please read all documents that are returned to you when your plans are approved. The Plan Review Specification Worksheet and the approval letter will list all items that you ***must*** complete before your establishment is ready for inspection and licensing. **If you make any** changes to the approved plans during the construction permitting process or during the build-out, you must immediately notify the Plan Reviewer. If you have alcohol beverage papers, they can be signed in the local district office once your plans are approved.

Immediately after we received your plans, you were sent a letter advising you to mail your completed Application for Public Food Service License and correct license fee to Tallahassee. If you have not already done so, please attach a copy of the plan approval letter and send in your license application and fee at this time. Your application for license and license fee **must** be processed before an inspection can be scheduled.

When construction is complete and your establishment has received all approvals for a Certificate of Occupancy from the local municipality (if applicable), you are ready for an inspection. If you have not already been contacted by your inspector, call the Customer Contact Center at 850.487.1395 to request an "Opening Inspection". You will be asked for your name, contact phone number, establishment name and address, and the plan review file number.

**Do not call to schedule an opening inspection unless you are absolutely ready. If all required items are complete, your inspection and licensing can proceed more quickly. Have the following at the time of inspection:**

_____ Your copy of the division approved and stamped drawing (blue print) and specification worksheet

_____ Three-compartment sink installed and working properly. Drainboards provided (or equivalent shelving installed).

_____ All hot and cold holding units working correctly and provided with thermometers; stem thermometer, properly scaled (0 - 220°F) available to measure food temperature

_____ Portable and/or hood fire extinguishers provided with a current, valid tag; properly sized/mounted.

_____ Dumpster/grease barrel located on a nonabsorbent surface; drain plugs installed; tight-fitting lids.

_____ LP-gas/natural gas tanks properly installed and protected (if applicable); $CO_2$ and helium tanks secured in place.

_____ Soap/paper towels/handwashing signs at handwash sinks; hot/cold water provided/functioning at all sinks.

_____ Consumer Advisory provided (serving raw/undercooked animal foods); oyster warning sign (serving raw shellfish)

_____ No bare hand contact with ready-to-eat food without an approved Alternative Operating Procedure.

_____ Backflow devices (vacuum breaker) installed on all threaded faucets; no utility lines installed horizontally on floor.

_____ Lights installed and functioning; light shields installed; no extension cords used.

_____ Chemical test kit provided (for manual sanitizing or wiping cloth containers), if applicable

_____ All floors, walls and ceilings smooth, nonabsorbent and easily cleanable; weather stripping installed (as necessary) around exterior doors; all raw wood sealed

_____ Exterior/bathroom doors self-closing; covered waste container in women's restroom

_____ Choking poster/information provided in area visible to employees

## Consumer Advisory

Any establishment that offers raw or undercooked animal foods must provide a consumer advisory. The advisory may be in the form of brochures, menu advisories, table tents, placards or other effective written means.

Common foods offered raw or undercooked which require a consumer advisory include hamburgers, steak, sushi and eggs. It is especially important to provide a consumer advisory when raw or undercooked animal foods are used as ingredients in other foods (e.g., raw eggs in Caesar salad or homemade mayonnaise).

Typical advisory language is a statement such as "Consuming raw or undercooked meats, poultry, seafood or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions." Complete requirements are included in Chapter 3-603.11, 2001 Food Code, at: http://www.cfsan.fda.gov/~dms/fc01-3.html#3-6.

## Shellfish Consumer Advisory

Any establishment that offers raw or undercooked shellfish must provide a consumer advisory. Unlike the general raw animal food consumer advisory, you must specifically word this advisory per the requirements of Section 64D-3.040(8), Florida Administrative Code. You may download a shellfish warning sign in English or Spanish at our Web site under Forms/Signs and Charts. This advisory may also be in the form of brochures, menu advisories, table tents, placards or other effective written means. If you also offer other animal foods raw or undercooked, you may add the notice concerning these foods to the end of the shellfish advisory.



## Parasite Destruction

Fish (other than Molluscan shellfish or exempt tuna species) that is offered raw, undercooked, or raw- or partially cooked-marinated must be frozen to the required times and temperatures prior to service. Common examples of fish in this category include salmon, squid, octopus and mackerel. Operators must provide proof that the required freezing has occurred. Often a statement about freezing will be present on the delivery invoice from the supplier. The freezing times and temperatures required are:

- ✓ Frozen and stored at a temperature of -4°F or below for seven days in a freezer; **or**
- ✓ Frozen at -31°F or below until solid and stored at -31°F for 15 hours.


Florida Department of Business & Professional Regulation
License efficiently. Regulate fairly.

**Division of Hotels and Restaurants**
1940 North Monroe Street
Tallahassee FL 32399-1011

Phone: 850-487-1395
FAX: 850-488-1514
http://www.MyFloridaLicense.com/dbpr/hr

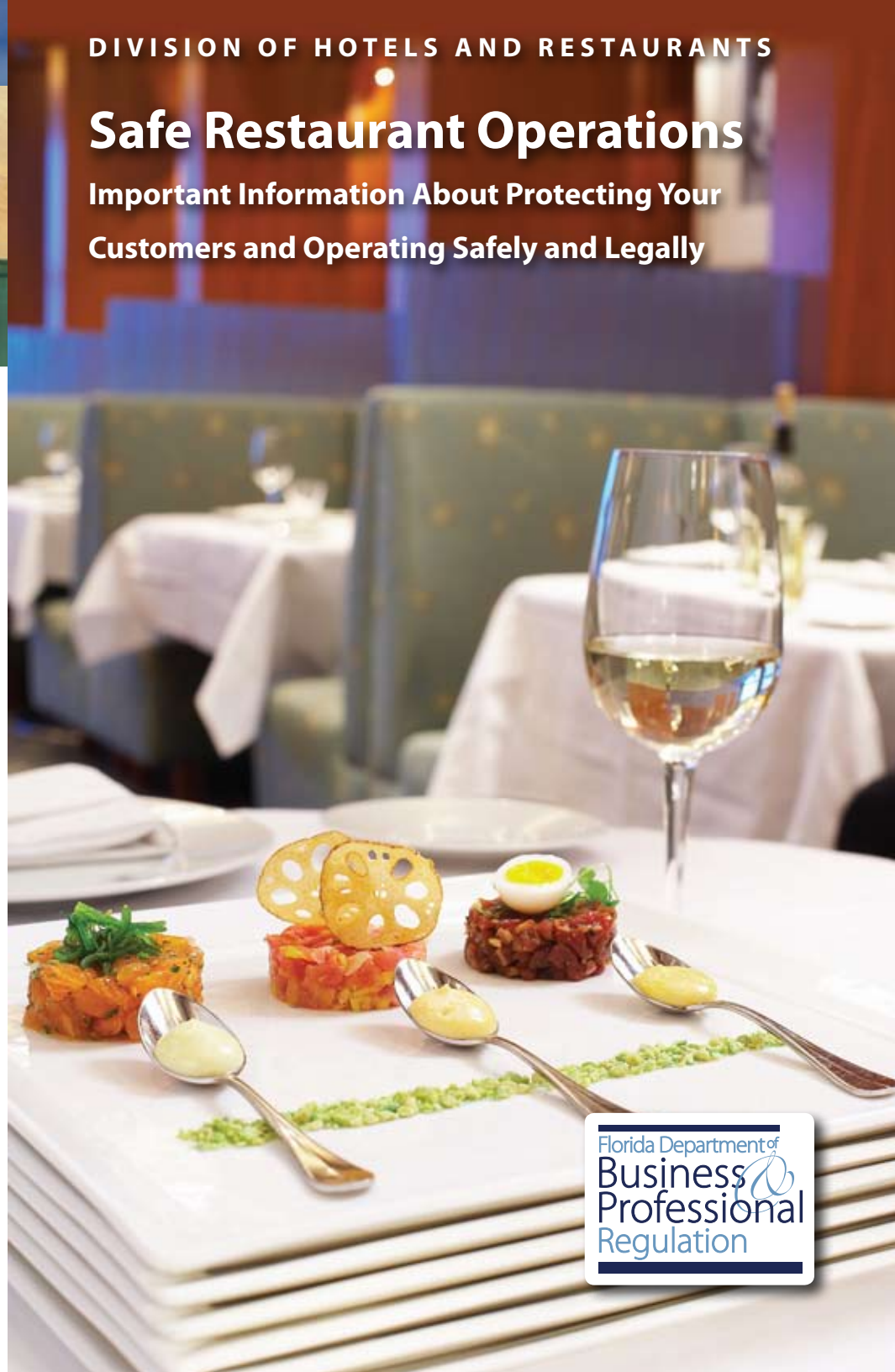


DBPR Form HR 5030-097 2010 May


DIVISION OF HOTELS AND RESTAURANTS

# Safe Restaurant Operations

## Important Information About Protecting Your Customers and Operating Safely and Legally



Florida Department of Business & Professional Regulation

Florida Department of Business & Professional Regulation

The Florida Department of Business and Professional Regulation's Division of Hotels and Restaurants licenses, inspects and regulates public lodging and food service establishments in Florida under Chapter 509, Florida Statutes. The mission of the Division is to protect the health and safety of the public by providing the industry with quality inspections and fair regulation.



Last fiscal year, the Division conducted more than 140,000 public food service and lodging establishment inspections and cited more than 850,000 violations of sanitary standards in public food service and lodging establishments. The following is important information about protecting your customers and operating safely and legally.

## Food Manager Certification

At least one certified manager is required for every public food service establishment. Each manager has 30 days from the date of hire to become properly certified and must recertify every five years. The accredited examination programs are:

- ✓ Prometric
- ✓ National Restaurant Association Education Foundation/Florida Restaurant and Lodging Association ServSafe®
- ✓ National Registry of Food Safety Professionals.

## Food Service Employee Training

Florida requires training on proper food handling and hygienic practices for all food service employees who are responsible for the storage, preparation, display or service of food. Employees must receive training within 60 days of hire and be recertified every three years. The Division-contracted food safety training provider is the Florida Restaurant & Lodging Association (FRLA). Training can also be provided by an approved in-house program or by utilizing a third-party provider.

Because only Division-approved training programs are accepted as meeting the training requirement, all approved training programs are listed on the Division's Web site at: http://www.myflorida.com/dbpr/hr/food-lodging/employee-training.html.

Additional information on both manager certification and food worker training may be found at: http://www.myflorida.com/dbpr/hr/FoodandLodging.html.

## Hand Washing - The right way

Keeping hands clean is one of the most important ways to prevent the spread of infection and illness to others. Hand washing is simple and effective if done properly. The basic rule for food service employees is to wash hands before engaging in food preparation and whenever necessary - especially:

- ✓ After touching bare human body parts other than clean hands or clean, exposed portions of the arms
- ✓ After using the bathroom;
- ✓ After caring for or handling service or aquatic animals;
- ✓ After coughing, sneezing, using a handkerchief or disposable tissues, using tobacco, eating or drinking;
- ✓ After handling soiled equipment or utensils;
- ✓ During food preparation as often as necessary to remove soil and contamination and to prevent cross contamination when changing tasks;
- ✓ When switching between working with raw food and working with ready-to-eat food;
- ✓ Before donning gloves for working with food; and
- ✓ After engaging in other activities that contaminate the hands.

## Time as a Public Health Control

If necessary, disease-causing organisms can be controlled by time, rather than temperature, in a working supply of potentially hazardous food. In order to have potentially hazardous food out from under temperature control, a written plan must be available for review by the inspector. This plan must cover the items below to ensure the food is maintained in a safe manner.

For an easy to complete guide, please visit http://www.myflorida.com/dbpr/hr/forms/hr-publications.html.

- ✓ Identification of specific food items the plan pertains to (e.g., pizza by the slice).
- ✓ Location the identified foods will be held under time control (e.g., display cabinet).
- ✓ Point at which time control will begin (e.g., when pizza is removed from oven).
- ✓ Statement that time control is limited to a maximum of four hours.
- ✓ Identified food items must be clearly marked to indicate the specific time the four-hour time limit expires (e.g., 2 p.m.).
- ✓ Unmarked food, or foods that are beyond the four-hour limit, must be discarded. The food may **not** be returned to temperature control once time control has begun.
- ✓ All potentially hazardous foods must be handled correctly prior to being removed from temperature control.

## Alternative Operating Procedures

Food employees may not have bare hand contact with ready-to-eat food unless the operator has submitted a written Alternative Operating Procedure (AOP) to his or her inspector for review and approval. For an easy-to-complete AOP guide and additional information, please visit http://www.myflorida.com/dbpr/hr/information/aop.html.



DIVISION OF HOTELS AND RESTAURANTS

# Food Manager Certification



Florida law requires food managers to complete training and pass a certification exam within 30 days of employment. Private entities provide the training and testing. Food manager certification must be completed through one of the accredited examination programs listed below. Florida law requires all public food service establishments to provide the division with proof of food manager certification upon request, including but not limited to when the division inspects the establishment.

| Accredited Examination Providers | | |
|---|---|---|
| Prometric Services | 866.776.6387 | www.prometric.com |
| National Restaurant Association Educational Foundation | 800.765.2122 | www.nraef.org |
| National Registry of Food Safety Professionals | 800.446.0257 | www.nrfsp.com |
| 360training.com (Learn2Serve) | 888.360.8764 | www.360training.com |
| AboveTraining/StateFoodSafety | 801.494.1416 | www.statefoodsafety.com |

More information is available on the division website at:
http://www.myfloridalicense.com/dbpr/hr/food-lodging/ManagerCertification.html

DBPR Form HR 5030-080 2017 April

DIVISION OF HOTELS AND RESTAURANTS

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DBPR Form HR 5030-080 2017 April

State of Florida
Department of Business and Professional Regulation
**Division of Hotels and Restaurants**
www.MyFloridaLicense.com/dbpr/hr

# EMPLOYEE HEALTH RESPONSIBILITIES

Some illnesses can be easily passed from an ill food worker to a customer through food. These illnesses are called foodborne illnesses. In order to reduce the risk of foodborne illness for customers and co-workers, employees and managers must be held to strict standards regarding their health.

Employees (and applicants offered employment) in a public food service establishment must report the illnesses / symptoms listed in the charts below when they occur along with the date that symptoms began (or date of diagnosis) to the manager or person in charge. In addition, employees must report if they have been exposed to the illnesses within the timeframes specified in the "Monitor Closely" chart below.

This reporting requirement is in compliance with the Americans with Disabilities Act of 1990 (ADA). Under the ADA, the Centers for Disease Control and Prevention (CDC) is required to publish a list of infectious and communicable diseases. The ADA has special rules for food workers who have diseases on the CDC list that can be passed along through food.

Managers and those in charge of a public food service establishment are required to monitor the health of their employees in order to help prevent foodborne illnesses from being spread to customers. Managers must know the proper actions to take once notified of an employee illness / symptom or when recognizing symptoms through routine employee monitoring.

## REPORT TO THE HEALTH DEPARTMENT

If an employee is jaundiced or diagnosed with one of the following illnesses, **notify** the State Department of Health or local County Health Department.

- **Hepatitis A**
- **Shigella**
- **Norovirus**
- **Salmonella Typhi** (typhoid fever)
- Shiga toxin-producing **E. coli**
- **Jaundice**

## *EXCLUDE = NOT PRESENT

If an employee exhibits the following symptoms or is diagnosed with the following illnesses, **exclude** the employee. The employee may not work at the food service establishment in any capacity until the employee provides a doctor's note clearing them to work as a food employee and/or approval is granted from the Department of Health. Employees with diarrhea or vomiting may not return to work until they have not experienced these symptoms for at least 24 hours (48 hours is recommended).

Employees with a chronic, noninfectious condition (such as Crohn's disease, irritable bowel syndrome or ulcerative colitis) may provide a doctor's note stating symptoms are caused by such illness and be allowed to return to work.

*If your establishment serves a Highly Susceptible Population (elderly, children, immunocompromised, etc.), please contact the Department of Health for further guidance as there may be more stringent requirements due to the vulnerability of those served.

- **Hepatitis A**
- **Salmonella Typhi** (typhoid fever)
- **Vomiting**
- **Diarrhea**
- **Jaundice** (if appeared within the last 7 days)

# *RESTRICT = LIMIT DUTIES

If an employee exhibits the following symptoms or is diagnosed with the following illnesses, **restrict** the employee. This means the employee may not work with food; clean equipment, utensils, or linens; or unwrapped single-service items until the employee provides a doctor's note clearing them to work as a food employee and/or approval is granted from the Department of Health.

*If your establishment serves a Highly Susceptible Population (elderly, children, immunocompromised, etc.), please contact the Department of Health for further guidance as there may be more stringent requirements due to the vulnerability of those served.

- **Norovirus**
- **Shigella**
- **Sore throat with fever**
- Shiga toxin-producing **E. coli**
- **Lesion containing pus or an open/draining infected wound on the hand or wrist** (unless the lesion or wound is covered by an impermeable cover and a single-use glove)
- **Lesion containing pus or an open/draining infected wound on an exposed portion of the arm** (unless the lesion or wound is covered by an impermeable cover)
- **Lesion containing pus or an open/draining infected wound on any other exposed portion of the body** (unless the lesion or wound is covered by a dry, tight-fitting cover)

# MONITOR CLOSELY

For the following illnesses, **monitor** the employee if they have been exposed to the illness within the timeframe specified. If the employee develops symptoms or is diagnosed with the illness, follow the exclusions and/or restrictions listed above.

Exposure includes attending or working in a location where there is a confirmed foodborne outbreak, living in the same house as a person who attends or works in a location where there is a confirmed foodborne outbreak, or living in the same house as a person diagnosed with one of the following illnesses.

- **Norovirus** within the past 48 hours
- Shiga toxin-producing **E. coli** within the past 3 days
- **Shigella** within the past 3 days
- **Salmonella Typhi** (typhoid fever) within the past 14 days
- **Hepatitis A** within the past 30 days

Approximately 48 million people suffer from foodborne illness in the United States each year. Of those ill, 128,000 will be hospitalized and 3,000 will die. Do your part – report illnesses and encourage others to do the same.

The information in this handout is based upon the 2009 Food and Drug Administration Food Code.

# INDUSTRY BULLETIN

## *for Florida's Food Service Industries*

| SUBJECT: REVIEW OF 2009 FDA FOOD CODE CHANGES | Bulletin 2013-01 | July 17, 2013 |
|---|---|---|

Effective January 01, 2013, the Division of Hotels and Restaurants adopted major portions of the 2009 Food and Drug Administration (FDA) Food Code (FC), which establishes practical, science-based guidance and enforceable provisions for reducing risk factors known to cause or contribute to foodborne illness. Food service operators licensed by the division should carefully review these changes to ensure they are in compliance. To view the 2009 Food Code in its entirety, please visit our website at www.myfloridalicense.com/foodcode.

A few major changes are discussed below.

**Children's Menu** – raw or undercooked comminuted meat, such as hamburgers, may not be served from a children's menu, even if ordered for an adult. Other raw or undercooked animal foods, such as eggs, may still be served from a children's menu provided a consumer advisory is in place.

**Parasite Destruction** – fish that are served raw or undercooked require parasite destruction (unless exempt). Parasite destruction is achieved by freezing the fish to a specific temperature and holding the fish at that temperature for a specified period of time (3-402.11, FC). Operators who choose to conduct parasite destruction onsite must have an electronic time/temperature monitoring device in order to produce the records necessary to ensure the time/temperature parameters have been met.

**Definition of Time/Temperature Control for Safety (TCS) Foods** (previously potentially hazardous foods) – cut leafy greens and cut tomatoes are now considered TCS foods. Cut leafy greens include iceberg lettuce, romaine lettuce, leaf lettuce, butter lettuce, escarole, endive, spring mix, spinach, cabbage, kale, arugula, chard, collard greens, mustard greens and turnip greens. (Herbs, such as cilantro and parsley, are not considered leafy greens.) In addition, the points at which pH and/or water activity may render a food nonTCS have changed – see Table A and Table B in the 2009 FDA Food Code definition of potentially hazardous (time/temperature control for safety) food. The change in definition affects cold holding, hot holding, cooling, cooking, and reheating for hot holding of foods that previously had no time or temperature requirements. These items must also be date marked if held for more than 24 hours and must be served or discarded within seven days. Operators may need to prepare smaller batches of product more often and/or change the methods they use to hold, cool and reheat these newly affected foods. Examples:

- Salsa, lettuce, coleslaw, and garnishes (such as kale) must now be cooled from room temperature to 41°F within 4 hours (if prepared onsite) and held cold at 41°F or below (unless time as a public health control is used).
- Homemade marinara, pizza sauce and spaghetti sauce must now be cooled from 135°F to 70°F within two hours and 135°F to 41°F within a total of six hours; reheated for hot holding to 165°F within two hours; and held hot at 135°F or above (unless time as a public health control is used).

**Date Marking** – date marking is required for ready-to-eat, time/temperature control for safety foods that will be held for more than 24 hours after opening (if commercially processed) or preparation (if prepared from fresh ingredients onsite). Due to the low risk of Listeria Monocytogenes, the following commercially processed items are exempt from date marking: hard and semi-soft cheeses, preserved fish, deli salads, yogurt, sour cream, buttermilk, dry fermented sausages, and salt-cured products (such as prosciutto and Parma ham).

**Storage of Frozen Foods** – foods that are received frozen in commercially sealed packages to prevent leakage, and remain frozen in the original unopened packages are exempt from the requirements to separate raw and ready-to-eat foods. All frozen, unopened, commercially packaged foods may be stored together.

Other important changes occurred relative to food allergen awareness, employee health, time as a public health control and partially cooking raw animal foods (non-continuous cooking). Detailed information on these subjects is available on our website at http://www.myfloridalicense.com/dbpr/hr/forms/hr-publications.html.

Operators may call the Customer Contact Center at 850.487.1395 or contact local District Offices for questions or additional information. Locate your District Office at http://www.myfloridalicense.com/dbpr/hr/contact.html.

# *INDUSTRY BULLETIN*

## *for Florida's Food Service Industry*

**SUBJECT: EMERGENCY RECOVERY GUIDELINES – 2011** Bulletin 2011-01 / 2011 June 17

**HURRICANES AND OTHER DISASTERS**

The Division of Hotels and Restaurants urges all state food service operators to take special measures during power or water outages and other emergency conditions. All public food service establishments must take action after these events to offset the effects of loss of electricity, flooding, compromised potable water supplies or damage sufficient to contaminate stored food.

**FOOD SAFETY AND PROTECTION**

Food poses the greatest threat of causing a foodborne illness if it has warmed due to lack of refrigeration or has been contaminated by floodwater, storm debris or other contaminants. When these circumstances occur, public food service establishments must consider the following precautions:

- Add bags of ice or dry ice to refrigerators and freezers prior to the emergency if notice is given and loss of power for an extended time is expected.
- Do not operate if your establishment has no safe water supply or electrical power (or generators) to run essential equipment.
- Do not operate if your establishment has no roof or is not structurally sound.
- **While power is off**, keep the doors to freezers and coolers closed in order to maintain temperature as long as possible.
- **When power is restored, identify** all potentially hazardous foods (PHF) that may have been above 41°F or below 135°F for more than four hours. PHF foods that have been out of temperature for more than 4 hours must be properly discarded.
- You can safely re-freeze thawed foods that still contain ice crystals and are 41°F or less.
- Discard any food that has been contaminated or come in contact with floodwater, sewage, smoke, fumes, chemicals, or other liquid contaminants
- Discard vulnerable containers of food such as those containing peel-off covers, scored pop tops, waxed cardboard, cork or screw tops or paraffin seals such as glass or plastic containers of catsup, dressing, milk, mayonnaise, soda, beer, sauces, etc. if the containers have been exposed to contamination.
- Discard foods packaged in soft, porous containers like cardboard boxes, paper, foil, plastic and cellophane such as boxes or bags of food, cereal, flour, sugar, rice, salt, etc. if the packages have been exposed to contamination.
- Discard shell eggs exposed to any contamination – the shell is porous; and do not use swollen, leaking or damaged canned goods.
- Smoke damage to food is difficult to assess. Insoluble tars and plastics and their byproducts suspended in smoke is a major concern. Discard all foods exposed to smoke.
- Undamaged, commercially prepared foods in all-metal cans can be saved if you remove labels that can come off, thoroughly wash the cans, rinse them, and then disinfect them with a sanitizing solution consisting of 1 tablespoon of bleach per gallon of potable water. Finally, re-label the containers with a marker.
- Maintain hot foods at temperatures of 135°F or above and cold foods at temperatures of 41°F or below.
- Use single-service articles whenever possible. Discard single-service items such as paper or plastic plates, cups, plastic utensils, lids, straws, etc. if the items have been exposed to contamination.
- Keep food covered and protected from dust, dirt, insects, vermin and other contaminants.
- Minimize handling of foods before, during and after preparation. Wash hands with potable or boiled water.
- **WHEN IN DOUBT, THROW IT OUT.**

**FOOD EQUIPMENT**

- If the establishment was exposed to contamination, clean and sanitize all equipment and food-contact surfaces with potable or boiled water. Do not operate until the entire establishment has been thoroughly cleaned and sanitized or disinfected.
- All water filters on equipment should be removed and replaced if not designed to be cleaned in place.

**BOIL WATER NOTICE**

If a Boil Water Notice is issued by the local health authorities, it means that the water supply may have been contaminated. Do not serve water in any form. Disconnect or turn off water vending machines, drinking fountains, misters, ice-making units and post-mix beverage machines and prevent their use until **advised by the local County Health Department directly or through the news media that the BOIL WATER NOTICE has been rescinded (lifted). AFTER the BOIL WATER NOTICE is lifted, allow water to run for five minutes at each tap to flush the lines with safe water**. Refer to the Boil Water Notice for more information concerning proper equipment decontamination and water purification.

**5 Keys for Safer Food in Areas Hit by Disasters:** 1) Keep hands, food and equipment clean; 2) Separate raw and cooked food; 3) Cook foods thoroughly; 4) Keep foods at safe temperatures; and 5) Use only safe water and food.

**FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

Rick Scott, *Governor* Division of Hotels and Restaurants Ken Lawson, *Secretary*

www.MyFloridaLicense.com/dbpr • Phone: 850.487.1395

**INDUSTRY BULLETIN**
***for Florida's Food Industry***

## SUBJECT: BOIL WATER NOTICE GUIDELINES

June, 2014

**BOIL WATER NOTICE, By Authority of Section 381.006 and 403.855-857, Florida Statutes**
These procedures **must** be observed while a **"BOIL WATER NOTICE"** is in effect:

### TAP WATER

- Do not serve water from faucets until local health authorities advise the water is safe for consumption. Use only bottled water from an approved source and/or boiled tap water. Boil water at a rolling boil for one minute to kill infectious organisms.
- An alternative method for areas without power is to mix 8 drops (1/8 teaspoon) of unscented household bleach per gallon of water and allow to stand for 30 minutes. If the water is cloudy in appearance, add 16 drops (1/4 teaspoon) and let stand for 30 minutes. (Water will not be toxic, but may have a chlorine odor and taste.) Note: Using bleach will not kill parasites that may be present, however boiling will kill parasites.

### ICE, ICE-MAKING, BEVERAGE & WATER VENDING

- Ice bagged or made prior to the issuance of the boil water notice may be used.
- Ice produced in ice machines after the issuance of a boil water notice must be discarded and machines not restarted until the water supply is deemed safe by local health authority. Sanitize the interior of the ice machine, ice trays and built-in ice-makers with two teaspoons (100+ ppm) of household bleach in one gallon of water prior to restarting the ice machine or ice-maker.
- Disconnect or turn off water vending machines, drinking fountains, misters, ice-making units and soda machines and prevent their use.
- Filters in water lines should be replaced if the water supplier detected bacteria in the water samples or if debris accumulation is observed in the filter(s). Information regarding the presence of bacteria will be provided by your water supplier or through the news media.

### HANDWASHING

- Do not use tap water for handwashing. Use only bottled water from an approved source and/or boiled (and safely cooled) tap water. After proper handwashing, use a sanitizing solution on the hands. This may be accomplished by using a commercial hand sanitizing lotion that requires no rinse or a chlorine bleach solution of two teaspoons of household bleach in one gallon of water. Single-use gloves may be used to provide additional protection after proper handwashing.
- No bare hand contact with ready-to-eat food is allowed while boil water notice is in effect.

### COOKING & CLEANING

- Food equipment and utensils and food-contact surfaces that must be cleaned in place (does not fit into a three-compartment sink), may be cleaned with steam with no additives, a sanitizing mix of bottled or boiled water and bleach (50-100 ppm) or other approved sanitizing solution.
- Do not use tap water for food processing or food preparation until the BOIL WATER NOTICE is lifted by local authorities. Use only bottled water from an approved source and/or boiled tap water for these purposes.

### DISHWASHING/WAREWASHING

- Manually wash, rinse and sanitize dishes, food equipment and utensils with bottled water from an approved source and/or boiled tap water utilizing a three-compartment sink in the approved manner. Use single-service articles when possible.
- Mechanical dishwashers may be used only to remove food residue and debris, if followed by a manual wash, rinse, and sanitization as described above.

### RESCINDING THE BOIL WATER NOTICE

- You will be advised by the local Health Department directly or through the news media when a "BOIL WATER NOTICE" has been rescinded (lifted). AFTER the "BOIL WATER NOTICE" is lifted, allow water to run for five minutes at each tap to flush the lines with safe water. Remember to include misters, drinking fountains, ice makers (discard the first binful), soda machines, etc., when flushing the lines.

If you require further information, please contact your local water supplier. If you have questions about the Boil Water Notice Guidelines, please contact your licensing agency.

**Florida Department of Agriculture and Consumer Services:** 850.245.5520

**Florida Department of Business and Professional Regulation:** 850.487.1395

**Florida Department of Health: Local County Health Department**

# INDUSTRY BULLETIN

***for Florida's Food Service Industry***

| **SUBJECT: Emerging Issues and Trends – Truth in Menu** | Bulletin 2016_01 | July 1, 2016 |
|---|---|---|

*This bulletin is provided to aid in compliance with Florida law, and is not intended to be legal advice. While care has been taken to ensure its accuracy, in the event of conflict the actual statute or administrative rule will prevail.*

Consumers are embracing the concept of eating foods marketed as "local", "organic", or "farm to table". Recent published studies have highlighted how the misrepresentation of food or the describing of food in a way that misleads or misinforms consumers can be a public health risk and financial fraud. Florida law prohibits the misrepresentation of food. This includes the false or misleading description of food or food product, serving or selling food or food product under the name of another food or food product, misleading or misinforming the consumer about food, and misrepresenting the appearance, color, or quality of a food. Instances of these prohibited activities have risen along with the increased consumer demand for "local", "organic", and "farm to table" food.

Menus or any other manner used to promote or advertise items for sale must be accurate and truthful. Particular attention should be focused on food descriptions placed on menus, blackboards or specials flyers, including specific ingredients and where ingredients are originally sourced. Establishments that serve these types of foods are especially vulnerable to violations due to the seasonal availability of many of these items or availability of items from particular sources. It is important for operators to inform customers if the establishment runs out of an item ordered by the customer, and what, if any, food item is substituted.

Failure to accurately and truthfully identify food items for sale, such as substituting tomatoes grown out of the country as tomatoes from a nearby farm, is a violation of Florida law. Violators are subject to fines of up to $1000 per occurrence, license suspension, or license revocation. DBPR sanitation and safety inspectors actively enforce the following provisions of Florida law:

**Chapter 509.292, F.S. – Misrepresenting food or food product; penalty,**

(1) An operator may not knowingly and willfully misrepresent the identity of any food or food product to any of the patrons of such establishment. The identity of food or a food product is misrepresented if:

(a) The description of the food or food product is false or misleading in any particular;

(b) The food or food product is served, sold, or distributed under the name of another food or food product; or

(c) The food or food product purports to be or is represented as a food or food product that does not conform to a definition of identity and standard of quality if such definition of identity and standard of quality has been established by custom and usage.

**Section 3-601.12, Food Code (2009) – Honestly Presented**

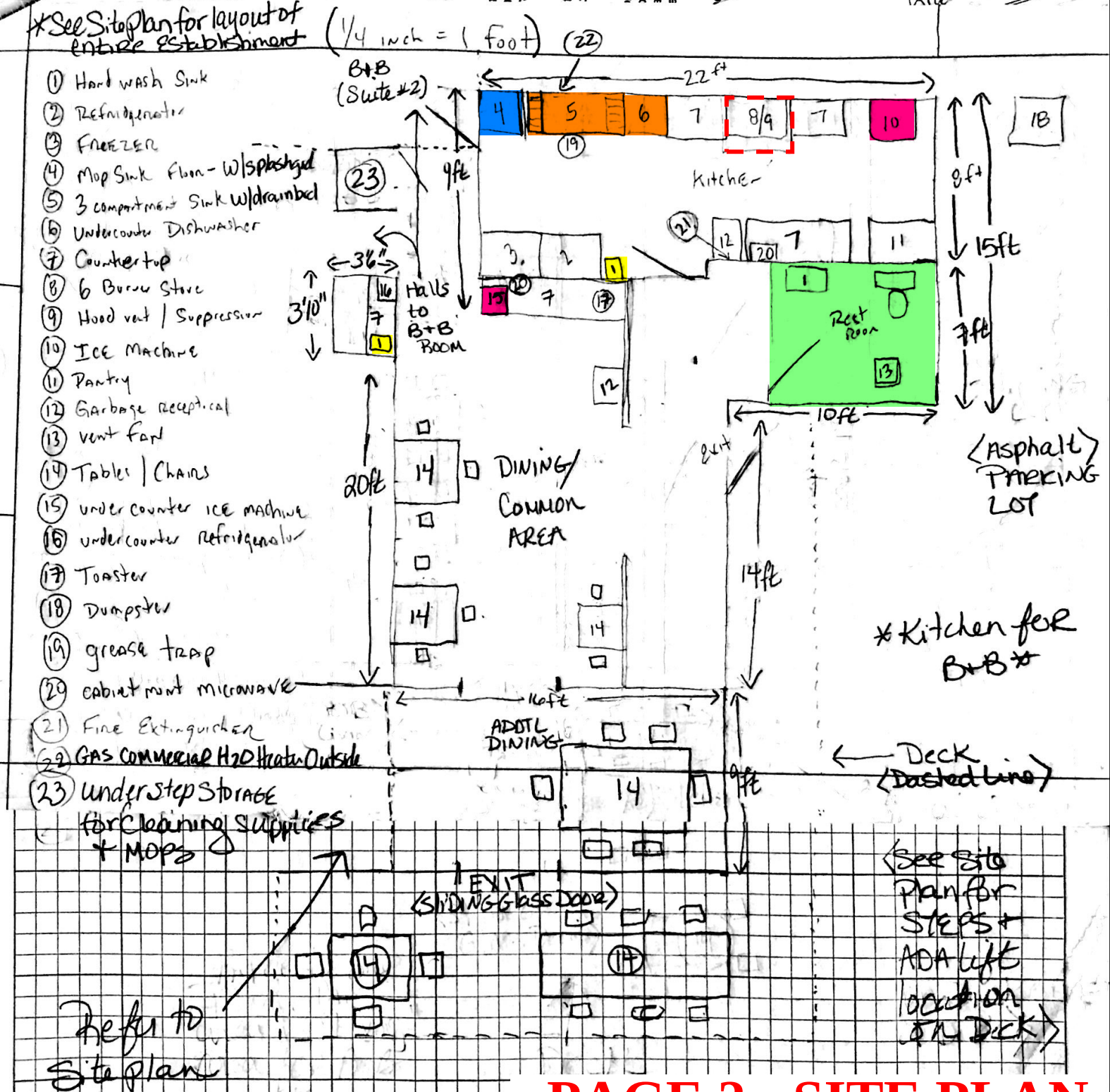
(A) Food shall be offered for human consumption in a way that does not mislead or misinform the consumer.

(B) Food or color additives, colored overwraps, or lights may not be used to misrepresent the true appearance, color, or quality of a food.

Consumers who wish to file a complaint against public food service establishments engaged in misrepresentation, misbranding, or false or misleading presentation of food or food products may do so via the Customer Contact Center at 850.487.1395 or at www.myfloridalicense.com/dbpr/hr.

*See Site plan for layout of entire establishment (1/4 inch = 1 foot)

1. Hand wash Sink
2. Refrigerator
3. Freezer
4. Mop Sink Floor - W/splashguard
5. 3 compartment Sink W/drainboard
6. Undercounter Dishwasher
7. Countertop
8. 6 Burner Stove
9. Hood vent / Suppression
10. Ice Machine
11. Pantry
12. Garbage Receptical
13. vent fan
14. Tables / Chairs
15. under counter ICE machine
16. undercounter Refridgerator
17. Toaster
18. Dumpster
19. grease trap
20. cabinet mnt microwave
21. Fire Extinguisher
22. GAS commercial H2O Heater Outside
23. understep Storage for Cleaning Supplies + Mops

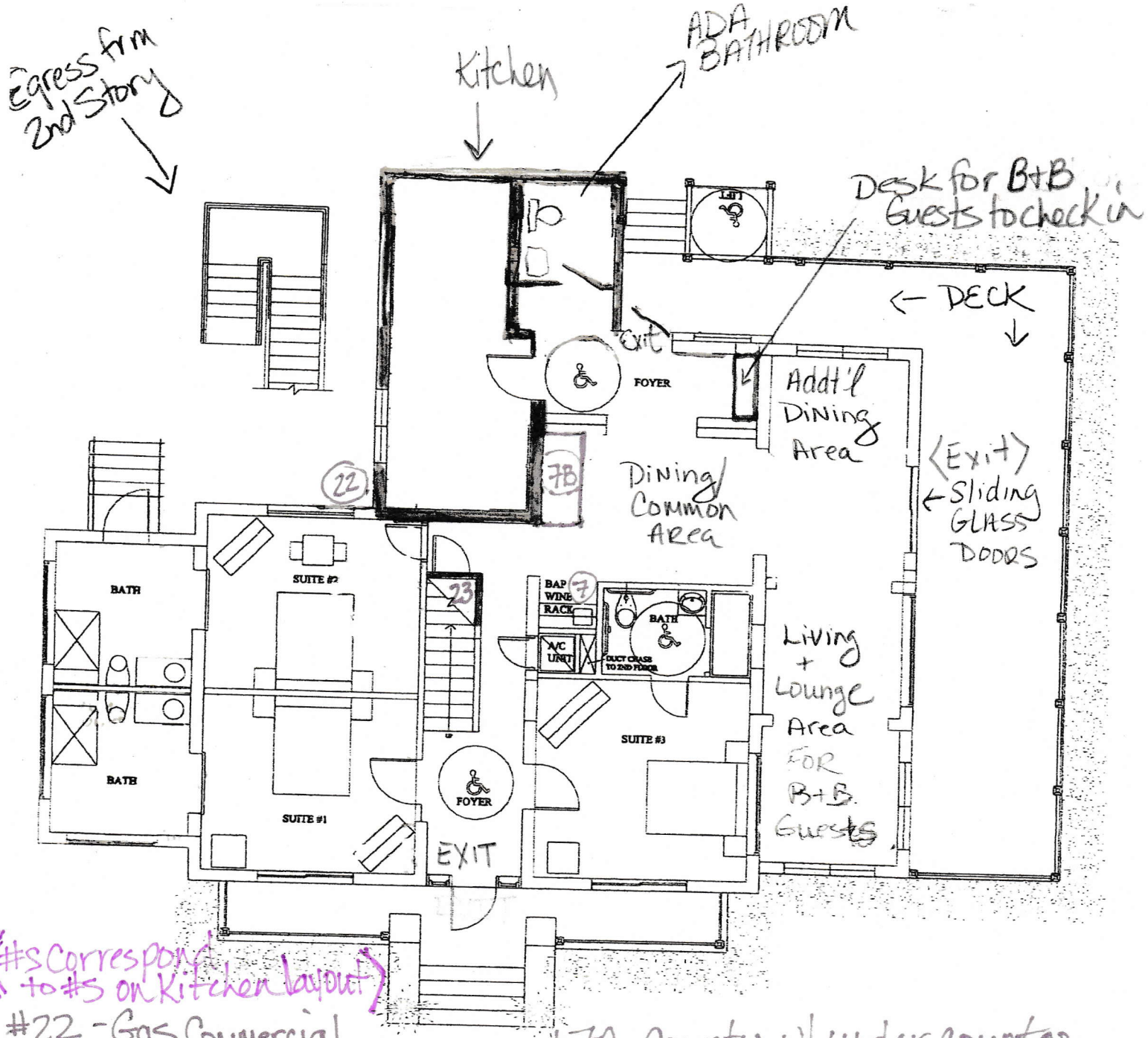



Refer to Site plan for this area. It is living / lounge space for B+B Guests. There is NO wall separating Addt'l Dining + Living area - Just 1 open space

# PAGE 2: SITE PLAN

FOOD SERVICE PLAN APPROVED
Reviewer _____ Date 04.05.2018
Plans are in compliance subject to:
1) Connection to approved water and wastewater systems.
2) Compliance with applicable state and local codes.
3) Compliance with all provisos on specification worksheet.
See comments on Specification Sheet
File # 309087

# B+B layout (1st Floor) - See "Kitchen layout" for Placement of equipment



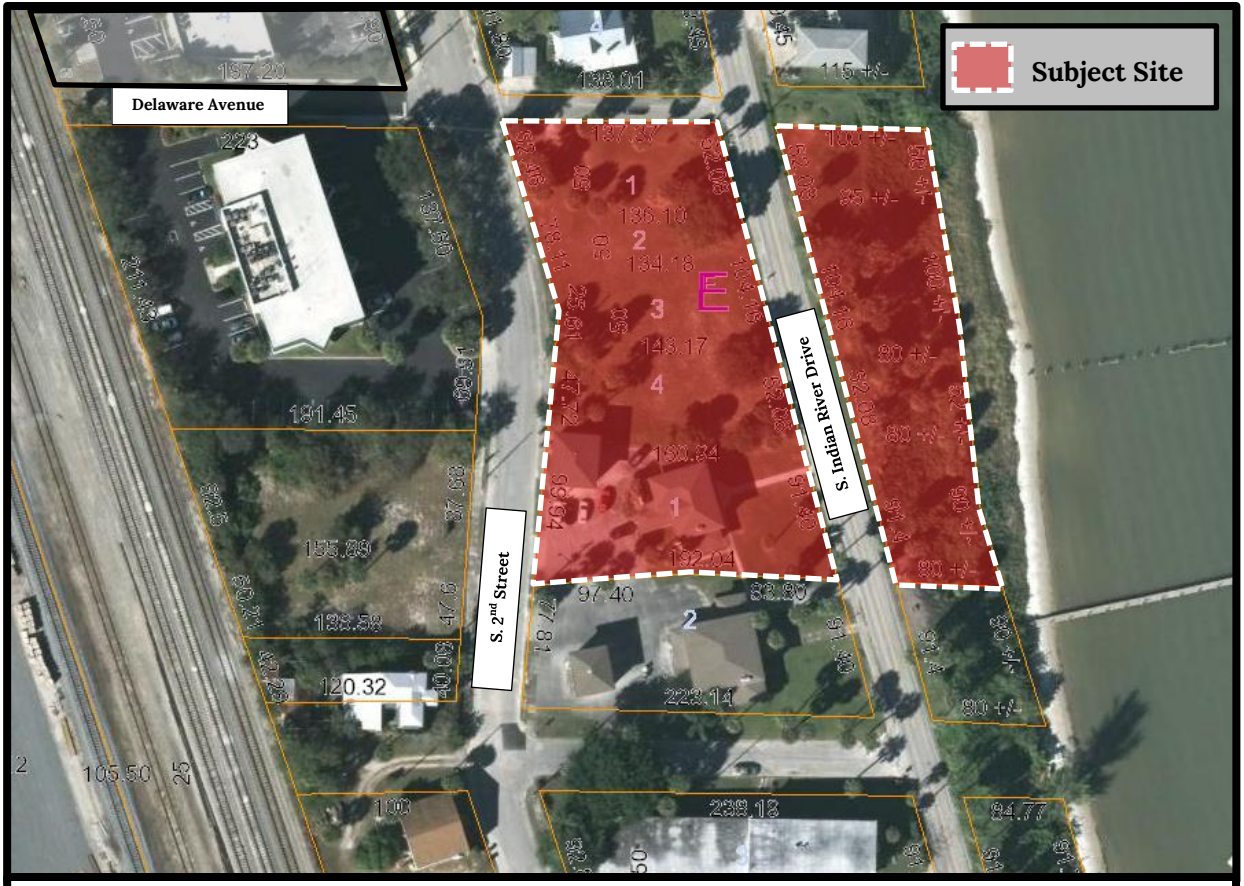

(#s Correspond to #s on Kitchen layout)

#22 - Gas Commercial Hot water Heater (outside)

#23 - under stair storage for cleaning supplies including Mops

#7 - Counter w/ undercounter Refrig. + handsink

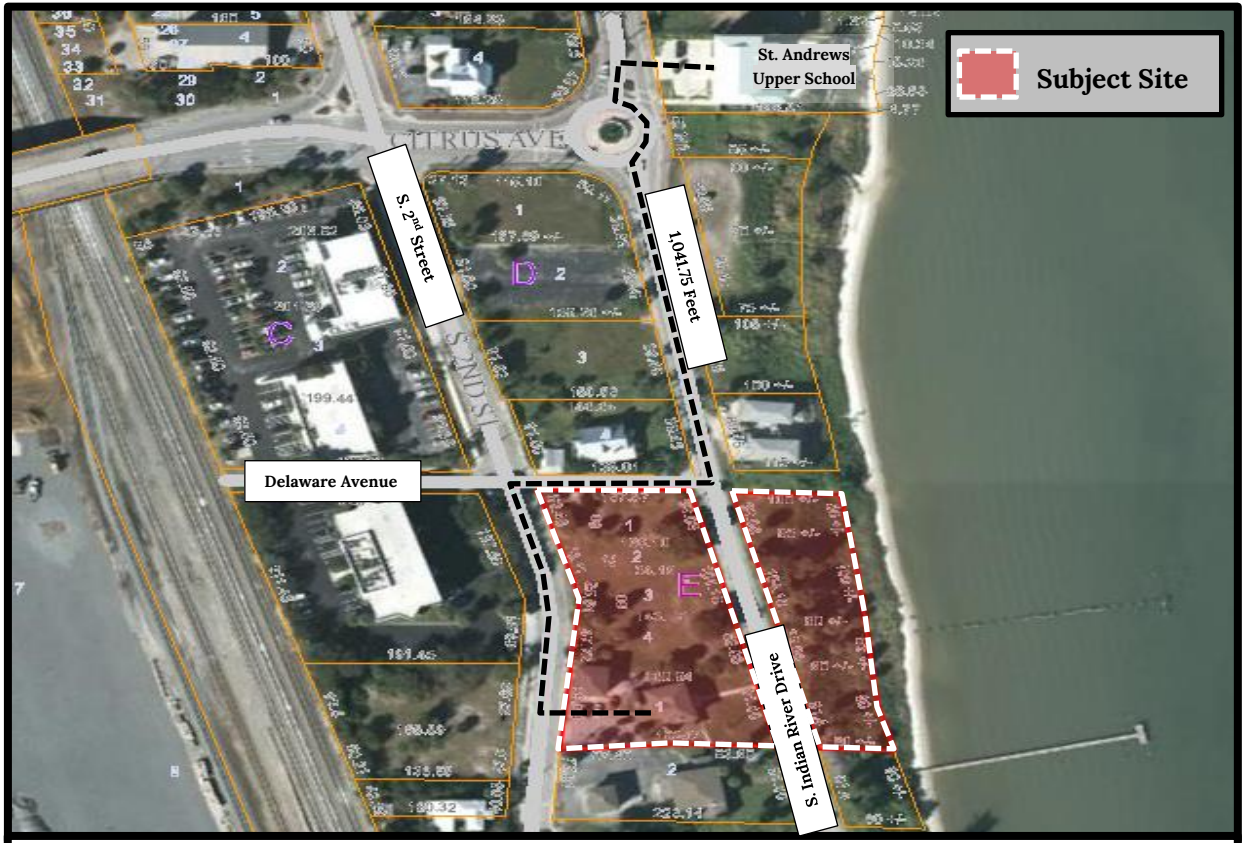
#7B - Counter w/ under counter ice machine, TOASTER + MICROWAVE AREA




THE SUNRISE CITY
FORT PIERCE
Florida

# Waiver of Distance
# 515 S. Indian River Drive
# Site Map

N
W E
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THE SUNRISE CITY
FORT PIERCE
Florida

# Waiver of Distance
# 515 S. Indian River Drive
# Site & Distance Map

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

## PUBLIC NOTIFICATION CERTIFICATION

**PROJECT NAME:** Waiver of Distance - Crownman Bed & Breakfast - 4COP

**NOTICES PROVIDED PURSUANT TO:** City Code Section 3-9(3) & Section 22-143

**NOTICE BY NEWSPAPER:** July 1, 2018

**NOTICE BY MAIL:** May 14, 2018

**NOTICE BY SIGNS:** N/A

**VERIFIED BY:** Brandon Creagan **TITLE:** Planner

**SIGNATURE:** **DATE:** 7/16/18

# Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

## AFFIDAVIT OF PUBLICATION

**STATE OF FLORIDA**
**COUNTY OF ST. LUCIE**

**Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.**

| Customer | Ad Number | Copyline | PO # |
|---|---|---|---|
| 463454 - CITY OF FORT PIERCE (LEGALS) | 2056470 | CITY OF FORT PIERCE NOTICE OF PUBLIC | |

**Pub Dates**
July 1, 2018

Sworn to and subscribed before me this day of, July 02, 2018, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

**Karol Kangas** **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

**CITY OF FORT PIERCE**
**NOTICE OF PUBLIC HEARING**

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 3-9(3) and Section 22-143(a) Section 22-143(a) & of the Code of Ordinances of the City of Fort Pierce, will on Monday, July 16, 2018 hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1. Application for Waiver of Distance – 4COP Alcohol License submitted by property owner, Crownman FL LLC to establish a 4COP – Beer, Wine, and Liquor license for sale of alcohol for on premises consumption at 515 S. Indian River Drive, Fort Pierce, FL. The property is zoned Office Commercial Zone (C-1), Parcel ID: 2410-810-0001-000-9.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.

/s/ Linda W. Cox, City Clerk
Publish: 7/1/18
TCN 2056470

**City Commission Regular Meeting** **13.a.**

**Meeting Date:** 07/16/2018

**Re:** Planning Board Appointment

**Submitted For:** Rebecca Grohall, Director, Planning & Zoning

**SUBJECT:**

Submittal of application for the Planning Board

**SUMMARY:**

There is one regular at-large member to be filled. Tim O'Connell has submitted an application for consideration of reappointment. The attendance record for 2017 and 2018 is attached.

**RECOMMENDATION:**

Appoint/Reappoint one regular at-large member.

**ALTERNATIVES:**

Take no action.

**RESPONSIBLE STAFF:**

Rebecca Grohall, Planning Director, AICP

**COORDINATED WITH:**

Linda Cox, City Clerk

**Fiscal Impact**

**OTHER INFORMATION:**

Not applicable

**Attachments**

Tim O'Connell Reappointment Form

Planning Board Attendance 2017 & 2018

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 07/11/2018 10:21 AM |

Form Started By: Alicia Rosenthal Started On: 06/14/2018 04:22 PM

Final Approval Date: 07/11/2018

# CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

**Name of Board or Boards for which you are applying:** _____

| | |
|---|---|
| Name: Timothy OConnell | Phone: 772-475-8843 |
| Home Address: 420 N 2nd ST<br>City/Zip Code: Fort Pierce FL 34950 | How long at this address? 6 mo |
| Are you a citizen of the United States? ☑ Yes ☐ No | |
| Occupation: Realtor - Business Owner | |
| Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No<br>If yes, list the address and nature of said business:<br>OC Realty 420 N 2nd ST | |
| Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No<br>If yes, in what capacity? | |
| Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No<br>If yes, state the business and location:<br>OC Realty 420 N 2nd ST | |
| Do you have special training or knowledge in the area of:<br>Architecture: ☑ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☑ Yes ☐ No<br>Contracting: ☑ Yes ☐ No Land Development: ☐ Yes ☐ No Other:<br>Describe your education, background, training and knowledge in the above area(s):<br>Buying and Selling Realestate, Historic Preservation of Properties. | |
| Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No<br>If yes, please specify: | |
| Have you ever been convicted of a felony? ☐ Yes ☑ No<br>If yes, what was the nature of the crime(s) you were convicted of: | |
| Referred by: | Applicant Email Address: Timoconnell3@gmail.com |
| Date: 13 Jun 18 | Applicant's Signature Timothy OConnell |

**APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.**
**Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950**
**fax (772) 467-3841 or via email at lcox@city-ftpierce.com**

## PLANNING BOARD ATTENDANCE RECORD 2018

| BOARD MEMBERS | 1/9/2018 | Special Mtg. & Short Term Rental Workshop 1/23/18 | 2/13/2018 | 3/13/2018 | 4/10/2018 | 5/8/2018 | 6/12/2018 | 7/10/2018 | 8/14/2018 | 9/11/2018 | 10/9/2018 | 11/13/2018 | 12/11/2018 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CREYAUFMILLER, FRANK | P | P | P | P | P | P | P | | | | | | |
| GEORGE, JOHN | P | P | P | E | P | P | P | | | | | | |
| O'CONNELL, TIM | P | P | P | P | P | P | P | | | | | | |
| PAUL, BRIAN | P | P | P | P | E | P | P | | | | | | |
| BURDGE, BOB | P | P | P | P | P | P | P | | | | | | |
| BRODERICK, MICHAEL | P | P | P | P | P | P | P | | | | | | |
| JOHNSON SCOTT, GLORIA | P | P | P | P | E | P | P | | | | | | |
| Members present | 7 | 7 | 7 | 6 | 5 | 7 | 7 | | | | | | |

## PLANNING BOARD ATTENDANCE RECORD 2017

| BOARD MEMBERS | 1/10/2017 | 2/14/2017 | 3/14/2017 | 4/11/2017 | 5/9/2017 | 5/23/2017 Special Mtg. | 6/13/2017 | 7/11/2017 | 8/8/2017 | 9/28/2017 | 10/10/2017 | 11/14/2017 | 12/12/2017 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BURDGE, BOB | P | P | P | P | P | E | P | P | P | P | P | P | P |
| CUMINGS, ELOISE | P | E | P | P | P | P | E | P | P | No longer on Planning Board | | | |
| POITIER, ROBERT | P | P | P | P | P | P | P | P | P | No longer on Planning Board | | | |
| GEORGE, JOHN | P | P | E | P | P | E | E | P | P | P | P | P | P |
| BAKER, MARCIA | P | P | P | P | P | P | P | P | P | P | P | P | |
| O'CONNELL, TIM | P | P | P | P | P | P | P | P | P | E | E | P | P |
| PAUL, BRIAN | E | E | P | P | P | P | P | P | P | P | P | E | P |
| DAHAN, MIKE | P | P | P | P | P | P | P | P | E | No longer on Planning Board | | | |
| WEAVER, STEVE | P | P | P | P | P | E | P | E | Resigned 7/18/17 | | | | |
| HAYEK, CHARLIE | P | E | P | P | E | P | P | P | P | No longer on Planning Board | | | |
| CREYAUFMILLER, FRANK | P | E | P | P | P | P | P | P | P | P | P | P | P |
| BERNETTI, AL | P | P | P | P | P | P | P | P | P | No longer on Planning Board | | | |
| SESSIONS, CAROLINE | | | | | | | | | | E | Resigned 10/10/17 | | |
| BRODERICK, MICHAEL | | | | | | | | | | P | E | P | P |
| JOHNSON SCOTT, GLORIA | | | | | | | | | | | | P | P |

**City Commission Regular Meeting** **13.b.**

**Meeting Date:** 07/16/2018

**Re:** 18-R34 Polling Places

**Submitted For:** Linda Cox, City Clerk, City Clerk

**SUBJECT:**

Resolution 18-R34 Establishing Polling Places for the Primary Election to be held on AUgust 28, 2018.

**SUMMARY:**

Section 6-1 of the Code of Ordinances requires that the City Commission, through the City Clerk, give notice of the location of each precinct polling place, after having received such notice from the supervisor of elections in due time, by one publication in a newspaper of general circulation in the city not less than ten (10) days, nor more than thirty (30) days, prior to any regular or special election held by the city.

**RECOMMENDATION:**

Adopt Resolution 18-R34

**ALTERNATIVES:**

Modify or do not adopt.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Supervisor of Elections

**Fiscal Impact**

**OTHER INFORMATION:**

No fiscal impact.

**Attachments**

18-R34

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 07/06/2018 01:34 PM |

Form Started By: Linda Cox Started On: 07/03/2018 03:16 PM

Final Approval Date: 07/06/2018

**RESOLUTION NO. 18-R34**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PROVIDING FOR PUBLICATION OF THE DESIGNATED **PRECINCT POLLING PLACES** IN THE CITY OF FORT PIERCE FOR THE **PRIMARY ELECTION TO BE HELD ON AUGUST 28, 2018**; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 6-1 of the Code of Ordinances requires that the City Commission, through the City Clerk, give notice of the location of each precinct polling place, after having received such notice from the supervisor of elections in due time, by one publication in a newspaper of general circulation in the city not less than ten (10) days, nor more than thirty (30) days, prior to any regular or special election held by the city.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AS FOLLOWS**:

**SECTION 1**. The Polling Places for the Election Precincts in the City of Fort Pierce, a list of which is attached hereto and thereby made a part hereof, be and they are hereby designated as the Official Polling Places for the Primary Election to be held on August 28, 2018.

**SECTION 2**. The City Clerk shall publish the designated Polling Places in a newspaper of general circulation in the City, one time, not less than ten days, nor more than thirty days, prior to the Primary Election.

**SECTION 3**. This Resolution shall become effective upon its adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted on this 16th day of July, 2018.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

**LIST OF VOTING PRECINCTS**
**CITY OF FORT PIERCE**
PRIMARY ELECTION
August 28, 2018

| | |
|---|---|
| **PRECINCT 6** | Orange Blossom Business Center Entrance 3<br>4132 Okeechobee Road |
| **PRECINCT 7** | Havert L. Fenn Center<br>2000 Virginia Avenue |
| **PRECINCT 8** | Midway Road Church of Christ<br>3040 W. Midway Road |
| **PRECINCT 10** | Havert L. Fenn Center<br>2000 Virginia Avenue |
| **PRECINCT 12** | Fort Pierce Masonic Lodge<br>4590 Oleander Avenue |
| **PRECINCT 13** | Havert L. Fenn Center<br>2000 Virginia Avenue |
| **PRECINCT 14** | Miracle Prayer Temple<br>3215 Avenue Q |
| **PRECINCT 16** | Chapel By The Sea<br>1717 Gulfstream Avenue |
| **PRECINCT 17** | St. Paul A.M.E. Church<br>1405 N. 27th Street |
| **PRECINCT 18** | Lincoln Park Recreation Center<br>1306 Avenue M |
| **PRECINCT 19** | Havert L. Fenn Center<br>2000 Virginia Avenue |
| **PRECINCT 25** | Days Inn<br>3224 S. U.S. #1 |
| **PRECINCT 40** | Church of God<br>3212 Oleander Avenue |
| **PRECINCT 60** | St. Lucie School<br>2501 N. Old Dixie Highway |
| **PRECINCT 63** | St. Lucie School<br>2501 N. Old Dixie Highway |

**City Commission Regular Meeting** **13.c.**

**Meeting Date:** 07/16/2018

**Re:** 50 Years of Home Rule

**Submitted For:** Linda Cox, City Clerk, City Clerk

**SUBJECT:**

Resolution 18-R35 Honoring 50 Years of Municipal Home Rule

**SUMMARY:**

The Treasure Coast Regional League of Cities is organizing an effort to celebrate 50 years of municipal home rule. They will be gathering resolutions and sharing with the Florida Legal of Cities.

**RECOMMENDATION:**

Adopt Resolution 18-R35

**ALTERNATIVES:**

Modify or deny.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

n/a

## Fiscal Impact

**OTHER INFORMATION:**

no fiscal impact.

## Attachments

18-R35

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 07/06/2018 01:34 PM |

Form Started By: Linda Cox Started On: 07/03/2018 02:56 PM

Final Approval Date: 07/06/2018

**RESOLUTION NO. 18-R35**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **HONORING FIFTY YEARS OF MUNICIPAL HOME RULE** IN THE FLORIDA CONSTITUTION AND COMMITTING TO AN EDUCATIONAL INITIATIVE TO HELP FLORIDIANS UNDERSTAND THIS BENEFICIAL RIGHT; PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS,** Florida's voters placed municipal Home Rule powers into the Florida Constitution on November 5, 1968, during the regular elections as an amendment to Article VIII; and

**WHEREAS**, this power has enabled each city, town and village across the Sunshine State to consider, adopt, revise or remove its own laws without the need to seek legislative permission from the state and has further served as the foundation upon which every municipality builds its governmental structure; and

**WHEREAS,** the political climate within the Florida Legislature has recently included many attacks on these powers; and

**WHEREAS,** grassroots measures calling such actions wrong and declaring that local decisions be made at the local level by local officials must continue so that all legislators clearly understand Florida's Home Rule as a constitutional power and one upheld in state statutes; and

**WHEREAS,** a 50th anniversary is a fitting time for all municipalities to engage their respective citizens to educate them about the Florida Constitution and local laws, so that all Floridians may continue to receive the many benefits of Home Rule.

**NOW, THEREFORE, BE IT RESOLVED** BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AS FOLLOWS:

**Section 1.** That this anniversary presents a tremendous opportunity to educate all citizens about Florida's Constitution, municipal government and Home Rule authority, and that all necessary resources shall be provided for such public information.

**Section 2**. That the City of Fort Pierce will actively challenge all efforts to reduce or erode this cherished right and further employ all efforts to ensure state and federal government partners understand that a one-size-fits-all approach to governance is not in the interests of Florida citizens.

**Section 3.** That the tradition of local decision-making in Florida is essential to protect, as it provides each municipality the ability to preserve and enhance the myriad characteristics that make each one uniquely special and that maintains its quality of life.

**Section 4.** That the City of Fort Pierce will include this information on its website, as a regular agenda item for public discussion and within the city of Fort Pierce services in as many outreach venues as possible.

**Section 5.** This Resolution shall become effective upon its adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted on this 16th day of July, 2018.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

**City Commission Regular Meeting** **13.d.**

**Meeting Date:** 07/16/2018

**Re:** 18-R36 Scriveners Error Demolition

**Submitted For:** Linda Cox, City Clerk, City Clerk

**SUBJECT:**

Resolution 18-R36 Correcting a scriveners error in Resolution 17-R38 adopting rules of procedure for condemnation and demolition of structures.

**SUMMARY:**

When Resolution 17-R38 was adopted, the Exhibit A that was attached was not the final version incorporating all of the changes mandated by the City Commission.

**RECOMMENDATION:**

Adopt Resolution 18-R36 correcting the scriveners error.

**ALTERNATIVES:**

Do not adopt or adopt with modifications.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Peggy Arraiz, Code Compliance Manager
James Messer, City Attorney

## Fiscal Impact

**OTHER INFORMATION:**

No fiscal impact.

## Attachments

18-R38

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 07/11/2018 10:21 AM |

Form Started By: Linda Cox
Started On: 07/06/2018 03:39 PM
Final Approval Date: 07/11/2018

**RESOLUTION NO. 18-R36**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CORRECTING A SCRIVENERS ERROR IN RESOLUTION 17-R38** ADOPTING RULES OF PROCEDURE FOR CONDEMNATION AND DEMOLITION OF STRUCTURES; PROVIDING FOR RETROACTIVITY; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the City of Fort Pierce adopted Resolution 17-R38 on November 20, 2017 establishing Rules of Procedure for Condemnation and Demolition of Structures; and

**WHEREAS,** Exhibit A of the resolution was not the final version and did not contain the changes mandated by the City Commission at their conference agenda held on November 13th, 2017 and

**WHEREAS,** at the conference agenda held before this resolution was placed on the regular agenda for adoption, the City Commission reviewed the proposed resolution and mandated that certain changes be made to the resolution; and

**WHEREAS,** the changes mandated by the City Commission added the City Manager and other sources including the Code Enforcement Manager as individuals who could initiate the code enforcement process to demolish and condemn buildings; and

**WHEREAS,** prior to being placed on the regular agenda for adoption the relevant departments were incorporating changes mandated by the City Commission and unfortunately, all of the mandated changes by the City Commission were not captured in the final resolution; and

**WHEREAS**, the relevant departments made changes to the proposed resolution but the changes were not made on the same document; and

**WHEREAS**, the relevant departments changes were not incorporated into the Resolution presented to the City Commission when it was placed on the regular agenda for adoption; and

**WHEREAS**, the City Commission desires to remedy the scriveners error.

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

**SECTION 1.** That the scrivener's error is hereby corrected and the Rules of Procedure for Condemnation and Demolition of Structures as outlined in "Exhibit A" are hereby adopted by the City of Fort Pierce.

**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 be effective immediately retroactive, nunc pro tunc, to November 20, 2017.

**IN WITNESS HEREWITH**, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 16th day of July, 2018.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

**Rules of Procedure for**
**Condemnation & Demolition of Structures**

**Exhibit A**

These procedures are established to regulate the condemnation of structures or systems and the subsequent rehabilitation or demolition of such structures or systems.

**Condemnation Procedures**

1. The Code Compliance Manager will review all requests for condemnation and make a final determination of action to be taken based upon the following:
    a. The recommendation from the Building Inspector.
    b. Complaints from citizens, the Fort Pierce Police Department and/or other agencies.
    c. Compliance with the City of Fort Pierce Charter Section 14 (9) that allows for the removal of any building or structure that constitutes a menace to business, health, or safety, or any building or structure that constitutes a fire hazard or which is unsightly or does not conform in architecture to adjacent or surrounding buildings which are hereby designated and declared to be a nuisance;
2. If the structure is to be condemned but can be repaired and does not require demolition, the procedures outlined in Section I – Condemnation with Rehabilitation shall be followed.
3. If the structure is to be condemned and must be removed by demolition, the procedures outlined in Section II – Condemnation with Demolition shall be followed.
4. If the structure is to be condemned due to its adverse impact on the neighborhood and businesses or any other condition that is not provided for in the International Property Maintenance Code Section 108 as adopted by the City Commission, the procedures outlined in Section III – Condemnation / Declaration of Nuisance shall be followed.
5. When, in the opinion of the Building Official or Code Official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the Building Official or Code Official shall take whatever steps are necessary, up to and including demolition of the structure, to preserve the life, health and safety of the community. When such action is taken, the procedures for demolition outlined in Section II shall commence as soon as reasonably possible after the fact.

**SECTION I – CONDEMNATION WITH REHABILITION**

This Section is intended to address properties that have been declared unsafe by the Code Official but are not in such a state of disrepair as to require the demolition or removal of the structure. This section may be supplemented by nuisance abatement action provided for in Chapter 16 of the City's Code of Ordinances to properly secure such structure until the repairs have been completed.

These procedures may be suspended with the issuance of a valid building permit that will abate the violations or a Stipulation of Remediation that clearly outlines the steps required to remedy the violations and a timeline for compliance. The stipulation must be signed by both the interested party and a city representative and be notarized. Failure to comply with the conditions of the building permit or the stipulation will result in the procedures for condemnation automatically resuming.

1. Property is inspected by the Building Department.

a. A Property Maintenance Inspection Report (PMIR) is completed to include a recommended action to be taken based upon the International Property Maintenance Code Section 108 as adopted by the City Commission on January 3, 2017.
b. Date stamped color photographs of the property conditions are taken and attached to the PMIR.
c. A Property Card is printed from the Property Appraiser's website.
d. File is forwarded to the Code Compliance Manager.

2. Notice of Violation and Affidavit of Unsafe Building is created.
    a. The Notice of Violation must clearly identify the steps required to remedy all identified violations.
    b. The notice must include a statement providing the owner(s) with their right to appeal the decision to the Construction Board of Adjustments and Appeals.
3. The Affidavit of Unsafe Building with the attached Notice of Violation is recorded with the St. Lucie County Clerk of Courts.
4. A copy of the recorded affidavit and notice is to be sent to all interested parties including the registered owner of title (from the Property Appraiser's card), any Registered Agent listed with the Division of Corporations, any heirs of estates listed with the St Lucie County Clerk of Court., any tenants and any additional names / addresses as may be provided.
5. All notices are to be sent certified mail, return receipt requested.
6. If the signed green card is not received within 10 business days, is returned unclaimed or unsigned, the notice shall be sent regular mail with an Affidavit of Mailing signed and placed in the file.
7. Property is to be posted with the appropriate Notice of Condemnation. This may include an order for the structure to be vacated until such repairs have been completed.
8. An Affidavit of Posting shall be signed and placed in the file along with a copy of the posting.
9. Follow up inspections are to be conducted at least bi-annually to determine if additional action is needed.
10. If no action has been initiated after a period of twenty-four (24) months, the Code Compliance Manager may either forward the property to the Legal Department to initiate foreclosure proceedings or forward the matter to the City Commission for demolition.

**SECTION II – CONDEMNATION WITH DEMOLITION**

This Section is intended to address properties that have been declared unsafe by the Code Official but are in such a state of disrepair as to require the demolition or removal of the structure.

These procedures may be suspended with the issuance of a valid building permit that will abate the violations or a Stipulation of Remediation that clearly outlines the steps required to remedy the violations and a timeline for compliance. The stipulation must be signed by both the interested party and a city representative and be notarized. Failure to comply with the conditions of the building permit or the stipulation will result in the procedures for demolition automatically resuming.

1. A Notice of Violation is created.
    a. The notice must clearly state that the building has been declared unsafe and must be demolished.
    b. A time to comply shall be established, determined by the severity of the condition, not to exceed 60 days.

c. The notice is to be sent to all interested parties including the registered owner of title (from the Property Appraiser's card), any Registered Agent listed with the Division of Corporations, any heirs of estates listed with the St Lucie County Clerk of Court., any tenants and any additional names / addresses as may be provided.

d. All notices must be sent certified mail, with return receipt requested.

2. An Affidavit of Unsafe Building with the attached Notice of Violation is recorded with the St. Lucie County Clerk of Courts.

3. A Resolution is prepared for approval by the City Commission to establish a date of hearing.

   a. The Resolution will be placed on the next available Commission agenda.

   b. The Resolution may include multiple addresses that are being scheduled to be heard.

   c. No evidence will be submitted or presented in support of this Resolution as it is only announcing a hearing date at which time such evidence shall be submitted and reviewed.

   d. Following the adoption of the Resolution establishing the hearing date, a Notice of Hearing shall be mailed by registered or certified mail a certified copy of said resolution to all parties at least ten (10) days prior to the date of said hearing by the city clerk of the City of Fort Pierce. Notice issued under this section shall advise the property owner and potential parties in interest of their right to be heard on the demolition or to show cause why the demolition should not take place.

4. A Resolution to Declare a Nuisance / Condemn & Demolish a structure is prepared for approval by the City Commission. Only a single property may be addressed per Resolution to Condemn and Demolish and in lieu of a specific date, shall state that demolition shall comply with the Rules of Procedure as adopted by the City Commission. Evidence to support the Resolution shall be presented and shall include, but is not limited to, the following:

   a. A copy of the Notice of Violation and certified mail return receipt.

   b. A copy of the recorded Affidavit of Unsafe Building.

   c. A current copy of the property card from the Property Appraiser's website indicating the current owner of the property and if the property is homesteaded.

   d. Confirmation from the FPUA as to the current status of utilities.

   e. Property Status Statement indicating:

      i. If the property is occupied.

      ii. If there was any prior attempts for rehabilitation under Section I of these rules.

      iii. If there is any additional code enforcement action upon the property.

      iv. If the property is historic and requires a Certificate of Appropriateness prior to demolition.

   f. Color photographs clearly depicting the current condition of the property.

   g. A copy of the Property Maintenance Inspection Report, completed by the Building Inspector.

   h. Any reports from the FPPD or citizen complaints regarding the property.

5. If the City Commission finds cause to support the Resolution, staff shall commence the demolition procedures listed below no sooner than fifteen (15) days following adoption of the Resolution to allow the owner or other interested party the time to appeal the Commission's decision.

6. Any person, firm or corporation having any lien on, or interest in the property ordered condemned or removed, shall have the right to appeal, however, such appeal shall not

operate as a stay of demolition until appeal bond has been filed with the clerk of the circuit court for St. Lucie County, Florida. The amount of which bond shall be set by the judge of the circuit court of St. Lucie County, Florida in an amount sufficient to cover all costs, attorney's fees and expenses of the City of Fort Pierce, reasonably incurred by the said city in protecting the public from dangers and damages arising from an incident to the building or structure involved in the said appeal. Provided, however, writ of error shall be issued out within three (3) days (Sundays excluded) and made returnable within fifteen (15) days from the date of said resolution.

**DEMOLITION PROCEDURES**

7. An Affidavit of Homestead Exemption Status is signed and placed in the file with a current Property Card from the Property Appraiser's and a copy of the Tax Card and tax record attached.
8. The historic status of the property is determined and an Affidavit of Historic Structure Status is completed.
    a. If the structure is within a designated historic district or has otherwise been declared historic, the request is forwarded to the Historic Preservation Officer for the matter to be placed before the Historic Preservation Board to obtain a Certificate of Appropriateness to have the structure demolished.
    b. If the structure is not historic, the Affidavit of Historic Structure Status is signed and placed in the file
9. A title search is to be conducted to determine if there are any additional interested parties that have not been notified. In the event that there are parties in interest, no demolition shall take place until the parties have had an opportunity to be heard but no later than fifteen (15) days following notice of interest.
10. A Final Notice of Demolition is sent regular mail to all interested parties identified in the title search providing for 15 days to contact the Code Enforcement office and initiate appropriate action to address the condition(s) that created the declared nuisance.
11. If all the above steps have been completed, there are no active permits to address the violations and no active Stipulation for Remediation, the matter will be forwarded to an approved City vendor.
    a. The vendor will apply for a demolition permit with the Building Department.
    b. The vendor will submit an estimate of costs to the Code Enforcement Department for approval.
    c. Upon approval by the Code Enforcement Department and issuance of the demolition permit, the structure shall be demolished and the site properly graded and sodded.
    d. A lien is placed upon the property and recorded with the Clerk, in accordance with the City Charter and applicable Florida law.

**SECTION III – CONDEMNATION – DECLARATION OF NUISANCE**

This Section is intended to address properties that do not match the criteria to be declared unsafe by the International Property Maintenance Code, but due to their condition constitutes a menace to the business, health, or safety of the community and abatement by demolition is necessary to remedy this nuisance. Such conditions include, but are not limited to, abandonment, repetitive calls to FPPD for illegal activities and/or complaints from local residents and businesses.

These procedures may be suspended with the issuance of a valid building permit that will abate the violations or a Stipulation of Remediation that clearly outlines the steps required to remedy the violations and a timeline for compliance. The stipulation must be signed by both the interested party and a city representative and be notarized. Failure to comply with the conditions of the building permit or the stipulation will result in the procedures for demolition automatically resuming.

1. Based upon a written request from the City Manager or the Fort Pierce Police Department or repetitive complaints received by the Code Enforcement Office identifying conditions that constitute a nuisance, a Notice of Violation is created complying with Chapter 16 of the Code of Ordinances to declare the property a nuisance and is sent to all interested parties including the registered owner of title (from the Property Appraiser's card), any Registered Agent listed with the Division of Corporations, any heirs of estates listed with the St Lucie County Clerk of Court., any tenants and any additional names / addresses as may be provided..
2. The property is posted in compliance with Chapter 16 of the Code of Ordinances advising all interested parties that the property is being declared a nuisance and an Affidavit of Posting is placed in the file.
3. A Resolution is prepared for approval by the City Commission to establish a date of hearing.
    a. The Resolution will be placed on the next available Commission agenda.
    b. The Resolution may include multiple addresses that are being scheduled to be heard.
    c. No evidence will be submitted or presented in support of this Resolution as it is only announcing a hearing date at which time such evidence shall be submitted and reviewed.
    d. Following adoption of the Resolution establishing a hearing date, a Notice of Hearing shall be mailed by registered or certified mail a certified copy of said resolution to all parties at least ten (10) days prior to the date of said hearing by the city clerk of the City of Fort Pierce. Notice issued under this section shall advise the property owner and potential parties in interest of their right to be heard on the demolition or to show cause why the demolition should not take place.
4. A Resolution to Declare a Nuisance / Condemn & Demolish a structure is prepared for approval by the City Commission. Only a single property may be addressed per Resolution to Declare a Nuisance and Demolish and in lieu of a specific date, shall state that demolition shall comply with the Rules of Procedure as adopted by the City Commission. Evidence to support the Resolution shall be presented and shall include, but is not limited to, the following:
    a. A copy of the Notice of Violation and certified mail return receipt.
    b. A copy of the Affidavit of Posting.
    c. A current copy of the property card from the Property Appraiser's website indicating the current owner of the property and if the property is homesteaded.
    d. Confirmation from the FPUA as to the current status of utilities.
    e. Property Status Statement indicating:
        i. If the property is occupied.
        ii. If there was any prior attempts for rehabilitation under Section I of these rules.
        iii. If there is any additional code enforcement action upon the property.
        iv. If the property is historic and requires a Certificate of Appropriateness prior to demolition.
    f. Color photographs clearly depicting the current condition of the property.
    g. A copy of the written request and all related reports from the FPPD.
    h. Any citizen complaints regarding the property.
5. If the City Commission finds cause to support the Resolution, staff shall commence the demolition procedures listed below no sooner than fifteen (15) days following adoption of the Resolution to allow the owner or other interested party the time to appeal the Commission's decision.

6. Any person, firm or corporation having any lien on, or interest in the property ordered condemned or removed, shall have the right to appeal, however, such appeal shall not operate as a stay of demolition until appeal bond has been filed with the clerk of the circuit court for St. Lucie County, Florida. The amount of which bond shall be set by the judge of the circuit court of St. Lucie County, Florida in an amount sufficient to cover all costs, attorney's fees and expenses of the City of Fort Pierce, reasonably incurred by the said city in protecting the public from dangers and damages arising from an incident to the building or structure involved in the said appeal. Provided, however, writ of error shall be issued out within three (3) days (Sundays excluded) and made returnable within fifteen (15) days from the date of said resolution.

**DEMOLITION PROCEDURE**

7. An Affidavit of Homestead Exemption Status is signed and placed in the file with a current Property Card from the Property Appraiser's and a copy of the Tax Card and tax record attached.
8. The historic status of the property is determined and an Affidavit of Historic Structure Status is completed.
   a. If the structure is within a designated historic district or has otherwise been declared historic, the request is forwarded to the Historic Preservation Officer for the matter to be placed before the Historic Preservation Board to obtain a Certificate of Appropriateness to have the structure demolished.
   b. If the structure is not historic, the Affidavit of Historic Structure Status is signed and placed in the file
9. A title search is to be conducted to determine if there are any additional interested parties that have not been notified. In the event that there are parties in interest, no demolition shall take place until the parties have had an opportunity to be heard but no later than fifteen (15) days following the notice of interest.
10. A Final Notice of Demolition is sent regular mail to all interested parties identified in the title search providing for 15 days to contact the Code Enforcement office and initiate appropriate action to address the condition(s) that created the declared nuisance.
11. If all the above steps have been completed, there are no active permits to address the violations and no active Stipulation for Remediation, the matter will be forwarded to an approved City vendor.
    a. The vendor will apply for a demolition permit with the Building Department.
    b. The vendor will submit an estimate of costs to the Code Enforcement Department for approval.
    c. Upon approval by the Code Enforcement Department and issuance of the demolition permit, the structure shall be demolished and the site properly graded and sodded.
    d. A lien is placed upon the property and recorded with the Clerk, in accordance with the City Charter and applicable Florida law.

**City Commission Regular Meeting** **13.e.**

**Meeting Date:** 07/16/2018

**Re:** PCAC

**Submitted For:** Linda Cox, City Clerk, City Clerk

**SUBJECT:**

Review and Consideration of modification of eligibility requirements for the Police Community Advisory Committee at the request of Commissioner Perona.

## Attachments

18-R32

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 07/11/2018 10:21 AM |

Form Started By: Linda Cox Started On: 07/09/2018 03:14 PM

Final Approval Date: 07/11/2018

**RESOLUTION NO. 18-R32**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA CREATING **THE POLICE COMMUNITY ADVISORY COMMITTEE**; ESTABLISHING ITS MISSION; PRESCRIBING the SCOPE OF THE COMMITTEE ; ESTABLISHING DUTIES AND RESPONSIBILITIES OF SELECTED MEMBERS; ESTABLISHING THE COMPOSITION, NUMBER AND QUALIFICATIONS OF MEMBERS; ESTABLISHING PROCEDURES FOR THE APPOINTMENT OF MEMBERS; ESTABLISHING ORGANIZATIONAL STRUCTURE MEETINGS AND TERMS LIMITS; ESTABLISHING PROCEDURES FOR REMOVAL FROM OFFICE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS,** the City Commission has determined that there is a need for citizen input into the Police Department so as to best promote the health, safety, and general welfare of the City of Fort Pierce; and,

**WHEREAS,** this input may be most efficiently obtained by the use of an advisory committee to assist the Chief of Police in order to facilitate interaction, build trust and mutual respect, and improve understanding between citizens and their Police Department.

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

**SECTION 1. ESTABLISHMENT**

The Police Community Advisory Committee is hereby established as an advisory body to the Chief of Police.

**SECTION 2. MISSION STATEMENT**

The Mission of the Police Community Advisory Committee (Committee) shall be to reduce crime and enrich the quality of life for the citizens of the City of Fort Pierce, through a collaborative partnership. Its main purpose is to facilitate interaction, build trust and mutual respect and improve understanding between Citizens and their Police Department.

**SECTION 3. Scope of the Community Advisory Committee**

1. The Committee will be developed to serve in an advisory capacity to the Chief of Police serving as a liaison concerning the relationship between the Department and the Community. The Committee shall have no authority over the Police Department and is not a policy making body, however they shall function solely as an advisory body. The Committee may be requested to make recommendations on matters affecting the relationship between the Police and the Citizens of the City of Fort Pierce. All activities of the Committee shall be conducted in accordance with Federal, State and Local laws including those laws relating to Public Records under section 119 Florida Statutes (2017) as well as the provisions of the Sunshine Law under section 286.011 Florida Statutes (2017).

2. A Citizen Advisory Committee is a group of individuals, who meet over an extended period, and who are appointed to examine an issue or set of issues of concern involving the relationship between the Police and the Community.

3. The Citizen advisory Committee ("the Committee") is established under the direction of the Chief of Police and acts as a liaison between the Community and the Police Department. Specifically, the Committee listens to the concerns of the Citizens conveys the stated concerns to the Police Chief. In this way the Committee helps further the goals and initiatives of the Police Department by providing interaction, building trust and mutual respect, and by improving understanding between the Citizens and the Police Department.

4. The Committee shall consist of a small number of individuals who represent the interests of the public and work to enhance relationships between the Fort Peirce Police Department and the Community. The Committee shall be a diverse group of volunteers with a vested interest in the addressing the issues relating to public safety and other issues which will foster safe neighborhoods within the Community.

5. The Committee will provide opportunities for citizens and the Police Department to gain a greater understanding of the nature and causes of community disharmony. The parties shall work collaboratively to strengthen and enhance mutual respect and the application of equal protection for all. The committee will assist the Police Chief in promoting public awareness of contemporary issues affecting police practice, and response of the community as well as the police to those issues.

**SECTION 4. Duties and Responsibilities of the Committee**

1 The Chief of Police or designee, or the committee by consensus may advance for discussion, issues of concern relating to policies, procedures or rules which directly affect the relationship between the police officers and the public. Policies and procedures which shall include personnel decisions, which do not relate to the public interface, shall not be within the purview of this Committee.

2. The Committee and the Department will work cooperatively to identify, inform, discuss, and address common issues and trends which may impact the quality and effectiveness of community policing and public safety. Such issues may include but are not limited to;

A) Stereotypes or implicit bias related to race, religion, ethnicity, sexual orientation, gender identity, body art or piercing, dress, or perceived socio economic status;

B) Victim Services, support, and advocacy;

C) Training, recruitment and promotions;

D) Crime reduction, prevention, and social disorder;

E) Fair and impartial police practices;

F) Distrust of Police services;

G) Mental health issues;

H) Homeless issues

**SECTION 5. COMPOSITION, NUMBER AND QUALIFICATIONS OF MEMBERS**

***Committee Composition and Number***

1. The membership of the Committee should reasonably represent the demographics, cultural and ethnic diversity, and special needs of the City and its neighborhoods. Committee members shall have established reputations of integrity, professionalism, and involvement in community service.

2. The Committee will be comprised of up to, but not more than, five (5) members who represent a range of backgrounds, interests, and personal or community service which shall include experience in one or more of the following areas:

A. Faith-Based community,

B. Mental Health resources,

C. Education including local schools or college,

D. Chamber of Commerce, small business, or other business organization,

E. Social Service resources including aid to the homeless,

F. Juvenile Justice, and dependent children or other youth centered resources,

G. Diverse residential and business neighborhoods of the community,

***Member Qualifications***

3. No member of the Committee, nor any member of a Committee Appointee's immediate family, shall be currently employed by the City or be a former employee of the Police Department or the City.

4. No member of the Committee may currently be a party involved in or be a legal representative in litigation against the City or Police Department or any employee of those entities in their official capacity.

5. Each member of the Committee must be prepared and committed to invest the necessary time in enhancing police community relations in a manner that helps reduce the fear of crime and enhances relationships between the Police Department and the community.

6. Committee members must be permanent residents of the City of Fort Pierce.

**SECTION 6. Member Expectations**

1. All members of the committee serve in a voluntary basis, and are expected to participate in monthly meetings of the Committee unless excused form participation by a consensus vote of the Committee.

***Confidentiality and Disclosure of Conflicts of Interest***

2. Members will not be privy to matters which are deemed confidential by law or which due to the nature of the information, will compromise the safety of officers or the public. Alternatively, information which may fit the legal definition of public record information shall be redacted in accordance with the provisions of Section 286.011 Florida Statutes (2017).

3. Members will not use their role as a Committee member and/or knowledge of Committee information for personal benefit or to secure special privileges, favors, or exemptions for themselves, their community, an organization, or any other person.

4. Members are expected to abide by the consensus decisions of the Committee. Although they are free to disagree with consensus decisions of the Committee, members will refrain from publicly denigrating the Committee's decisions.

5. Members will disclose the general nature of any conflict of interest regarding matters coming before the Committee, including current or future litigation and/or being a witness to an incident in litigation against the City or Police Department.

6. Members will preserve the integrity and impartiality of the Committee and will not attempt to exercise individual authority over the Committee or Police Department, nor interfere with the operations of the Police Department.

**SECTION 7. Selection and Appointment of Members**

1. The City Clerk shall solicit citizen applications for membership on the Committee by:

A. Posting requests for applications on the FPPD and City of Fort Pierce web sites;

B. Issuing a press release explaining the formation, purpose, requirements for membership, and instructions on how to apply to the Committee;

C. Publishing the formation and purpose of the Committee as a public service announcement in local newspapers or other media outlets.

2. Nominees should represent the diversity set forth under Committee Composition in Section 5 for appointment to the Committee. Each nominee shall submit an application indicating their willingness to serve, agree with, and meet all requirements for membership on the Committee.

3. Following the receipt of applications the Mayor and each City Commissioner shall nominate one applicant from within their respective Districts and shall announce their nominee during a regular or Special Commission meeting.

***Background Check***

4. Prior to appointment, all Committee nominees shall submit to a criminal history background check due to the sensitivity of the matters that may be brought before the Committee.

***Training***

5. Prior to appointment, committee members will attend an orientation presented by the Chief. The initial Committee shall complete the Fort Pierce Police Department's Citizen's Academy together as a group to familiarize all members with the operation of City Government, the Police Department and the rules and operating procedures of the Committee. Members appointed subsequent to the initial appointments will complete the same training individually.

6. Training shall also include a minimum of two, 4 hour “ride alongs” with an Officer of the Fort Pierce Police Department.

7. Should a member resign, be removed in accordance with section 10, or otherwise be unable to serve, the appointing Commissioner or Mayor will select a qualified replacement from within their district.

**SECTION 8. ORGANIZATIONAL STRUCTURE AND MEETING REQUIREMENTS**

1. Two members of the Community Advisory Committee will be appointed by consensus of the Committee to serve as Chair and Vice Chair. The Chair and Vice Chair may serve in that capacity for only 2 consecutive terms unless the limitation is waived by a consensus vote of the Chief and Committee.

2. The Vice Chair shall serve as Chair in the absence of the Chair.

3. Community Advisory Committee Meetings shall be scheduled on a monthly basis and will be held at the police department or in another police facility as designated by the Police Chief.

4. Special meetings may be convened by the Chief of Police as needed.

5. All committee members are expected to regularly attend scheduled meetings.

6. Members are allowed two (2) absences from scheduled regular meetings during one calendar year. The Chief and the committee may vote to excuse a member’s absence under extenuating circumstances.

7. When a committee member is not able to attend a regularly scheduled meeting, he/she must notify the Chair or the Chief of Police.

8. Failure to attend two consecutive meetings without contacting the Chair or the Chief with an acceptable explanation shall constitute grounds for removal form the committee using the procedures in Section 10.

**SECTION 9. TERM LIMITS**

1. Committee members shall be appointed for a two-year term, with an option to renew the appointment, per City Commission approval, for an additional term of two years.

2. Appointments to fill vacancies due to resignation or other unexpected events shall be limited to the unexpired term of such vacancy.

3. No individual shall be appointed for more than two terms, excluding however, any partial term for the filling of a vacancy as referenced above. Members may continue to serve on the Committee until a replacement has been appointed.

4. After having served two consecutive terms, any appointee may reapply for reappointment to the Committee after an absence from the Committee for at least one year.

**SECTION 10. REMOVAL OF MEMBERS**

1.. Members of the Committee are expected to exhibit the highest ethical and professional standards. Any member who engages in criminal, or unethical, immoral or illicit conduct as such are defined by Florida Law shall be recommended for removal by the Chief of Police upon consensus of the Committee and shall be subject to removal by the City Commission.

2. No member of the Committee shall attribute to the Committee any unauthorized written or oral opinion concerning Committee activity or use is/her position to obtain information which has been deemed confidential by law.

3. Members of the Committee are subject to removal for unauthorized disclosure of matters which are confidential by law or which if disclosed would interfere with the safety of officers and or the general public.

4. Members may also be removed for cause, or at the discretion of the Chief of Police or Chairman with approval of the Commission. In addition, members who, without being excused by the Chief or Chairman, fail to attend two consecutive regular meetings may be considered to have vacated their position and may be replaced.

**SECTION 11. SEVERABILITY CLAUSE.** If any provision of this act or its application to any person or circumstance is held invalid, the invalidity of that section does not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are severable.

**SECTION 12. EFFECTIVE DATE.** This resolution shall take effect immediately upon its adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted this _st day of July, 2018.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

**City Commission Regular Meeting** **13.f.**

**Meeting Date:** 07/16/2018

**Re:**

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**SUBJECT:**

Reconsider the approval of the technical specifications in preparation of the issuance of an RFP for the operation of Little Jim Bait and Tackle.

**SUMMARY:**

At the direction of the Mayor and Commission, staff has drafted the attached technical specifications in preparation of the issuance of an RFP for the operation of Little Jim Bait and Tackle upon termination of the existing lease.

**RECOMMENDATION:**

Direct staff to take any necessary actions to execute the desire of the Mayor and Commission.

**ALTERNATIVES:**

Modify the specifications or take no action.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Nicholas Mimms, City Manager
James Messer, City Attorney
Johnna Morris, Finance Director

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**Attachments**

Technical Specifications
Exhibit B to Specs
Existing Lease
Messer Memo of02.23.2018
Messer Memo 03.09.2018
Map of Parcel
Building Official Report
Title Report
Appraisal

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 07/11/2018 10:21 AM |

Form Started By: Linda Cox Started On: 07/09/2018 03:21 PM
Final Approval Date: 07/11/2018

**DRAFT 4/27/2018**

**Request for Proposals**
**Little Jim's Bait and Tackle**

## Executive Summary

The City of Fort Pierce is seeking proposals for the operation and redevelopment of Little Jim's Bait and Tackle. Currently, Little Jim's Bait and Tackle is being operated as a bait and tackle shop, deli, bar, marina and marine fueling station.

The City is open to any and all proposals for property improvements, renovations, and reconstruction which incorporate the historic significance, character and style of the property.

## Property Description

Location: Little Jim's Bait and Tackle is located at 601 North Causeway Drive, Fort Pierce, FL and described as Parcel ID: 1434-100-0000-020-9. The property contains approximately .34 acres and improvements of 860 square feet under air. The parcel is also known as 106 N Causeway Drive. See sketch attached.

Utilities: The property is served by St. Lucie County Utilities for commercial water. The site is not- currently served by municipal sewer but service may be available from St. Lucie County Utilities. Electric is provided by Florida Power and Light.

Land Use/Flood Zone: The property is currently zoned OS2 – Conservation Open Space. The property is located within a special flood hazard area which may or may not have an impact on tenant's ability to secure flood insurance; please see report from the City's Building Official. The city makes no warranties as to the ability or extent to which improvements may be made.

Licenses: The property currently has a 2COP license – Beer and Wine for on premise consumption and package sales; FDEP license for marine fuel storage; Department of Agriculture and Consumer Services Annual Food Permit; FWC permit for retail saltwater products; and Dept. of Agriculture Weighing and Measuring Device Permit.

Encumbrances: The property is encumbered by an existing lease which expires on February 28, 2025, a copy of which is attached as Exhibit A.

The intent of the City is to improve the property for the public benefit. The short duration of the remainder of the current tenant's lease has the potential to discourage a potential tenant from investing resources in property improvements, renovations, and/or reconstruction. In order to accommodate the interests of the City in the economic

development of the property, as well as, provide the new tenant with the ability to obtain a return on the anticipated new investment, the City issues this proposal for a new ten (10) year or twenty (20) year lease with the option to renew for two (2) successive five (5) year terms with the mutual consent of both parties to the lease.

Any lease with a new tenant shall require negotiation and approval by the City after notice of the opportunity to lease and selection of the highest bidder as provided in section 13 of the City Charter.

The existing lease, however, must be terminated in order to proceed with a new lease. The existing tenant has expressed an interest in terminating its lease by negotiating a buyout of the remainder of its lease with a prospective tenant. Because there is currently no legal bases for the City to unilaterally terminate the lease, the successful bidder must successfully negotiate a buyout with the current tenant within thirty (30) days of the City issuing its notice of its intent to award, though the City may reject any bids it deems unacceptable.

The negotiation of the buyout of the remainder of the current tenant's lease is a matter solely and exclusively between the successful bidder and current tenant. The City shall not be involved in the negotiations of the buyout, has no interest in the consideration provided for such buyout, nor shall it be a party to any resulting contract between the successful bidder and current tenant.

Should such negotiations reach a mutually satisfactory agreement between the successful bidder and current tenant, the current tenant shall ensure that the proposed lease termination submitted to the City for placement on the agenda within thirty (30) days of the City's issuance of its intent to award for the consideration of the City.

Should such negotiations fail to reach a mutually satisfactory agreement between the successful bidder and current tenant within thirty (30) days of the City's issuance of its intent to award, the City's intent to award shall be revoked and shall be null and void, unless the City extends such period.

**Scope of Services/Specifications**

The City of Fort Pierce ("City") is soliciting proposals from qualified operators to lease the site from the City to operate and redevelop Little Jim's Bait and Tackle as a bait and tackle shop, restaurant, bar, marina and marine fueling station. The site is depicted on the attached sketch.

The Operator shall be responsible for the day-to-day operation and management of the facilities, and all activities therein, in accordance with all applicable regulations, licensure, ordinances and industry standards for similar facilities. The existing lease expires February 28, 2025.

The objective of this Request for Proposals (RFP) is to award a lease to an operator who will be required to accomplish the following:

- Provide a destination restaurant with a distinctive menu that will draw people to the City of Fort Pierce for a memorable experience;
- Incorporate the historic significance, character and style of the property into any new construction.
- Assess, provide, and install all necessary furnishings and equipment in order to create an attractive and inviting destination;
- Construct new restroom facilities and connect to municipal sewer at the sole expense of the successful bidder.
- Secure proper state licensing for restaurant services.
- Bring property into compliance with all current development regulations, including grease traps, commercial kitchen facilities, ADA, stormwater, parking, and other regulations required for restaurant and marina operations, if required.

**Special Conditions**

All proposals must include specific acknowledgment and acceptance of the special conditions set forth below. Such acknowledgment and acceptance must be in the form provided in Exhibit B which includes a waiver of liability and indemnification provision in favor of the City.

By imposition of these conditions, the City's sole and exclusive intent is in improving property for the benefit of the public and attracting a bidder that is encouraged to invest resources in property improvements, renovations, and/or reconstruction.

A. The property is currently encumbered by the attached lease which expires on February 28, 2025.

B. The current tenant has expressed a desire to terminate its lease early contingent upon a buyout of the remainder of its lease.

C. Any lease between the City and a new tenant shall be negotiated and require approval by the City after notice of the opportunity to lease and selection of the highest bidder as provided in section 13 of the City Charter.

D. In an effort to encourage economic development, accommodate the reasonable expectations of a successful bidder of a return on investment and because no early termination right of the City currently exists, the award of this bid is contingent on the successful bidder negotiating a buyout with the current tenant within (30) days of the City issuing its notice of its intent to award.

E. The negotiation of the buyout of the remainder of the current tenant's lease is a matter solely and exclusively between the successful bidder and current tenant.

F. The City acknowledges the constitutional prohibition against using its credit or influence to benefit a private entity; thus the City shall not be involved in the negotiations of the buyout, has no interest in the consideration provided for such

buyout, nor shall it be a party to any resulting contract between the successful bidder and current tenant.

G. Should such negotiations reach a mutually satisfactory agreement between the successful bidder and current tenant, the current tenant shall ensure that the proposed lease termination submitted to the City for placement on the agenda within thirty (30) days of the City's issuance of its intent to award for the consideration of the City.

H. Should such negotiations fail to reach a mutually satisfactory agreement between the successful bidder and current tenant within thirty (30) days of the City's issuance of its intent to award, the City's intent to award shall be revoked and shall be null and void.

The response for the RFP should include the following information:

1. Identify desired time period of a new lease, renewal options and proposed rental rate;
2. Description of the concept planned for restaurant operations, marina operations, retail sales, fuel sales and any other services intended to be provided at site;
3. Include the proposed hours of operation for all services;
4. Provide a sample menu showing the type of food to be served (i.e. breakfast, lunch, dinner and/or after dinner) with expected pricing information;
5. Note the hours during which each meal will be served;
6. Note whether alcoholic beverages will be served and if so, describe how such service will be integrated into the operations;
7. Note if entertainment is planned as part of restaurant operations and if so describe the type of entertainment and likely schedule;
8. Describe in detail any improvements anticipated for the property including structural enhancements, renovations, equipment, furnishings etc.;
9. Include a timeline for all proposed improvements;
10. Include estimate budget for all intended improvements;
11. Include a general business plan for all operations and describe any plans for advertising or promoting operations to the public.
12. Evidence of insurance coverage for the operation of the restaurant, marina and tackle shop will be required prior to opening;
13. Name, addresses and telephone number of the proposer/lessee;
14. Complete resume of ownership and all principal personnel to be involved in the management and operation of the facility;
15. Evidence of personal experience of the lessee and principal personnel specifically with the management and operation of similar facilities;
16. Financial statement of the prospective lessee indicating sufficient resources available for successful promotion, management and operation of the facility; and
17. Names, addresses and telephone numbers of at least (3) three references of individuals with direct knowledge of the experience of the lessee and principals involved in restaurant management and operation.
18. Acknowledgement and acceptance of the special conditions and waiver of liability

as set forth in Exhibit B.

Evaluation Criteria:

1. Business Plan
2. Site Improvement Plan
3. Itemized list of physical improvements
4. Ability to successfully incorporate the historic significance, character and style of the property into proposed improvements.
5. Demonstrated ability to properly finance proposed site and physical improvements
6. Qualifications and Experience of Proposer.
7. Related experience in the City of Fort Pierce.
8. Past contracts with the City or other governmental agencies.
9. Timeline
10. Proposed monthly fee or revenue share
11. References

Attachments:

Existing Lease
Acknowledgment and Acceptance of Special Conditions, Waiver of Liability, and Indemnification Agreement
Building Official Report
Sketch of Property
PASLC Property Card

# EXHIBIT B

## Acknowledgment and Acceptance of Special Conditions, Waiver of Liability, and Indemnification Agreement

The undersigned hereby acknowledges and agrees that it understands and agrees to the following special conditions of this request for proposal.

By imposition of these conditions, the City's intent is in improving property for the benefit of the public and attracting a bidder that is encouraged to invest resources in property improvements, renovations, and/or reconstruction.

A. The property is currently encumbered by the attached lease which expires on February 28, 2025.

B. The current tenant has expressed a desire to terminate its lease early contingent upon a buyout of the remainder of its lease.

C. Any lease between the City and a new tenant shall be negotiated and require approval by the City after notice of the opportunity to lease and selection of the highest bidder as provided in section 13 of the City Charter.

D. In an effort to encourage economic development, accommodate the reasonable expectations of a successful bidder of a return on investment and because no early termination right of the City currently exists, the award of this bid is contingent on the successful bidder negotiating a buyout with the current tenant within (30) days of the City issuing its notice of its intent to award.

E. The negotiation of the buyout of the remainder of the current tenant's lease is a matter solely and exclusively between the successful bidder and current tenant.

F. The City acknowledges the constitutional prohibition against using its credit or influence to benefit a private entity; thus the City shall not be involved in the negotiations of the buyout, has no interest in the consideration provided for such buyout, nor shall it be a party to any resulting contract between the successful bidder and current tenant.

G. Should such negotiations reach a mutually satisfactory agreement between the successful bidder and current tenant, the current tenant shall ensure that the proposed lease termination submitted to the City for placement on the agenda within thirty (30) days of the City's issuance of its intent to award for the consideration of the City.

H. Should such negotiations fail to reach a mutually satisfactory agreement between the successful bidder and current tenant within thirty (30) days of the City's issuance of its intent to award, the City's intent to award shall be revoked and shall be null and void.

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, COVENANTS NOT TO SUE AND HOLDS HARMLESS THE CITY OF FORT PIERCE,

ITS COMMISSION, INDIVIDUAL COMMISSIONERS, AND ANY EMPLOYEE, REPRESENTATIVE, OFFICER, AGENT, OF THE CITY OF FORT PIERCE, FLORIDA (HEREINAFTER REFERRED TO AS "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTION, JUDGMENTS, COSTS, EXPENSES, COURT COSTS, ATTORNEY FEES AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY THAT MAY BE SUSTAINED BY THE UNDERSIGNED, OR TO ANY PROPERTY BELONGING TO THE UNDERSIGNED INCURED EITHER AS A RESULT OF RESPONDING TO THIS REQUEST FOR PROPOSAL OR NEGOTIATING, ENTERING INTO, OR FAILURE TO ENTER INTO ANY AGREEMENT REGARDING A BUYOUT OF THE REMAINDER OF THE CURRENT LEASE WITH THE CURRENT TENANT OF THE PROPERTY (HEREINAFTER REFERRED TO AS "ACTIVITIES").

THIS RELEASE ENCOMPASSES ANY FORM OF NEGLIGENCE WHETHER CAUSED BY THE SOLE, COMPARATIVE OR GROSS NEGLIGENCE OF THE RELEASEES, CURRENT TENANT OR OTHERWISE.

THE UNDERSIGNED FURTHER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, DEMANDS, LIENS, LIABILITIES, JUDGMENTS OR COSTS, INCLUDING COURT COSTS AND ATTORNEY FEES, THAT THEY MAY INCUR DUE TO THE UNDERSIGNED'S PARTICIPATION IN SAID ACTIVITIES, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART BY ANY ACTION OR FAILURE TO ACT, NEGLIGENCE, BREACH OF CONTRACT, OR OTHER MISCONDUCT ON THE PART OF RELEASEES, THE CURRENT TENANTS OR OTHERWISE.

The undersigned expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN SIGNING THIS AGREEMENT, the undersigned ACKNOWLEDGES AND REPRESENTS THAT the undersigned has read the foregoing Acknowledgment and Acceptance of Special Conditions, Waiver of Liability and Indemnification Agreement, understands it, has had an opportunity to consult with counsel of the undersigned's choice and signs it voluntarily as its own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; and the undersigned executes this Agreement for full, adequate, and complete consideration fully intending to be bound by same.

_____

CONTRACTOR NAME

_____

SIGNATURE DATE

_____

NAME AND TITLE

# City of Fort Pierce
## Florida

**Office of the City Clerk**
City Hall, 100 North US 1
P.O. Box 1480 Fort Pierce, FL 34954-1480
(772) 467-3052 • www.CityOfFortPierce.com

April 23, 2015

Little Jim's Bait & Tackle, Inc.
Richard A. King
6502 Santa Clara Blvd.
Fort Pierce, FL 34951

Re: Lease Extension

Dear Mr. King:

Enclosed is a fully executed Lease Extension between Little Jim Bait and Tackle, Inc. and the City of Fort Pierce which was approved at the April 20, 2015 meeting of the Fort Pierce City Commission. The lease term shall be extended for an additional ten (10) year period, commencing on March 1, 2015. I have retained an original for the official city files.

If you have any questions, please don't hesitate to contact me.

Very truly yours,

Linda W. Cox
City Clerk

cc: Nicholas Mimms, Deputy City Manager (w/o attachment)

# LEASE EXTENSION

**THIS LEASE EXTENSION AGREEMENT**, is made and entered into this ___ day of March, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA,** a municipal corporation, (**"LANDLORD"**), and **LITTLE JIM BAIT AND TACKLE, INC.** a Florida corporation organized under the laws of Florida with its principal address at601 North Causeway Drive, Fort Pierce, Florida, (**"TENANT"**).

**WHEREAS**, the Landlord and Tenant entered into a five (5) year Lease Agreement for the parcel generally referred to as "Little Jim Fish Camp", Fort Pierce, Florida, attached hereto as Exhibit "A", commencing on March 1, 2010; and

**WHEREAS**, TENANT and LANDLORD have mutually agreed to a ten (10) year lease extension as provided under said Lease.

**NOW, THEREFORE**, in consideration of the covenants herein contained, and the sum of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **LANDLORD** and **TENANT** do hereby agree as follows:

1) The Lease term shall be extended for an additional ten (10) year period, commencing on March 1, 2015.

2) Portions of Section 7 Insurance of the Lease are updated and modified as follows:

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those endorsements which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

| | | |
|---|---|---|
| Part One: | "Statutory" | |
| Part Two: | $500,000 | Each Accident |
| | $500,000 | Disease – Policy Limit |
| | $500,000 | Disease – Each Employee |

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

Marina Operators Insurance

Such insurance shall include coverage for marina operators' legal liability, protection and indemnity, and commercial general liability. The commercial general liability coverage shall be no more restrictive than that provided by the

most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 11 (Additional Insured – Managers or Lessors of Premises ~~Owners, Lessees, or Contractors~~). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

| | |
|---|---|
| $500,000 | Marina Operators Legal Liability |
| $500,000 | Protection and Indemnity |
| $500,000 | General Aggregate |
| $500,000 | Products/Completed Operations Aggregate |
| $500,000 | Personal and Advertising Injury |
| $500,000 | Each Occurrence |

3) All other terms and conditions of the Lease shall remain the same.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Extension to be executed by their appropriate officials, as of the date first above written.

**CITY OF FORT PIERCE,** a municipal corporation, **LANDLORD**

**Attest:**

Linda W. Cox
Linda Cox, City Clerk

By: Linda Hudson
Linda Hudson, Mayor

Approved as to Form and Correctness:

Robert V. Schwerer, Esq.
City Attorney

**LITTLE JIM BAIT & TACKLE, INC.,** a Florida Corporation, **TENANT**

By: Richard A. King
Richard A. King, President

**STATE OF FLORIDA**
**COUNTY OF ST. LUCIE**

**I HEREBY CERTIFY** that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, **Richard A. King, as President of LITTLE JIM BAIT & TACKLE, INC.** to me known to be the person described in and who executed foregoing document and who has produced drivers license as identification and who did take an oath.

**WITNESS** my hand and official seal in the County and State last aforesaid this 3rd day of ~~March,~~ April 2015.

Linda W. Cox
Notary Public, State of Florida at Large
My Commission expires:_____

LINDA WRIGHT COX
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF052403
Expires 9/9/2017

# LEASE AGREEMENT FOR LITTLE JIM PROPERTY

**THIS LEASE AGREEMENT** is entered into this 25TH day of MAY, 2010, having an effective date of March 1, 2010, by and between the **CITY OF FORT PIERCE,** a municipal corporation within the territorial limits of St. Lucie County, Florida (hereinafter "LANDLORD") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and **LITTLE JIM BAIT & TACKLE, INC.,** a Florida corporation (hereinafter "TENANT"), whose business address is 601 North Causeway Drive, Fort Pierce, Florida 34949.

**WITNESSETH:**

**WHEREAS,** the Landlord is the owner of land, building and certain improvements located on a barrier island on the southeast side along the waterway, generally known as Little Jim's located at 601 North Causeway Drive, Fort Pierce, Florida 34949 (the "Demised Premises") which is more fully depicted and described on Exhibits "A-1" and "A-2" attached hereto; and

**WHEREAS,** the TENANT has been selected by the City Commission of City of Fort Pierce through a competitive selection process as the operator and lessee of the Demised Premises; and

**WHEREAS,** the TENANT has agreed to operate and improve the Demised Premises in accordance with this Lease; and

**WHEREAS,** the Lease of the Demised Premises to TENANT by Landlord shall be subject to all existing zoning and building restrictions and regulations and any provisions and clauses set forth herein.

**NOW, THEREFORE,** for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **TERM.** The term of this Lease shall be five (5) years commencing March 1, 2010, to and including February 28, 2015 to be followed by a conditional option to renew for a ten 10 year term, provided the TENANT shall at all times remain in full compliance with all terms and conditions of this Lease and that TENANT shall have completed all required improvements. In the event TENANT shall complete the



EXHIBIT "A"

improvements in Schedule "A" within the first three (3) years of the original term, TENANT shall be entitled to the optional ten (10) year renewal term.

TENANT shall furnish LANDLORD with a minimum of six (6) months written notice of its intention to exercise this option prior to the expiration of the initial term. Acceptance of such option by LANDLORD shall be conditioned upon compliance as provided herein.

2. **DEMISED PREMISES.** The Demised Premises consists of an approximate eight hundred eighty (880) square foot, more or less building formerly known as LITTLE JIM FISH CAMP, together with ground level deck, and 200 linear feet of dock walkway providing approximately 470 linear feet of dockage, located at the southeast side of the DOT bridge on Alt. A1A known as Little Jim Bridge as depicted on Exhibits "A-1" and "A-2, attached hereto and incorporated herein by reference.

3. **LEASE PAYMENTS.** TENANT in consideration of this Lease, shall pay LANDLORD, without demand, at the offices of the Director of Finance, City Hall, 100 North U.S. 1, Fort Pierce, Florida 34954, or such other place as LANDLORD may from time to time designate in writing, rent in the amounts and manner set forth herein:

(a) from the commencement hereof through March 31, 2011 the sum of $1,600 due upon the 1ST day of each month;

(b) commencing April 1, 2011 ,through March 31, 2012 $1,800 per month due upon the 1ST day of each month.

(c) commencing April 1, 2012 through March 31, 2015 the sum of $2,000 per month due upon the 1ST day of each month.

(d) During the optional renewal period and commencing the first day of the first year of the optional renewal lease term, rent shall be readjusted, modifying the current term rent for the year by an amount equal to (100%) of the Annual "Unadjusted Percent Change" in the Consumer Price Index (CPI), for "United States City Average" for the previous year as published by the Bureau of Labor Statistics, for the month in which the first year of the optional lease term begins. For each change of one (1) index point in the CPI, rent shall be adjusted by a factor of 1.0%.

Any adjustments shall take effect at the end of the twelfth month of the year preceding the first day of the first month of the new lease year and will be further adjusted each twelve (12) months thereafter. Said adjustment will be based on the most recent CPI indices available immediately prior to the adjustment date.

LANDLORD shall notify TENANT of the adjusted rent due based on the preceding method of adjustment, and TENANT shall promptly pay the same. If LANDLORD shall notify TENANT of such adjusted rent subsequent to the payment of any rent for such lease year, upon the first day of the month immediately following the receipt of such notice, TENANT shall pay the amount due for the months during such lease year as to which rent without such adjustment had previously been paid. Such adjusted rent shall not, under any circumstances, result in a reduction of the previous year's rent.

The covenant of TENANT to pay rent is separate and distinct from other covenants and TENANT shall have no right of set-off or reduction in the payment of rent for any reason. Payments required hereunder shall be in United States currency or its equivalent.

4 **TAX.** In addition to rent specified herein, and other sums of money provided in and by this Lease to be paid by TENANT, TENANT shall pay in advance the full amount of all property, sales, use, excise and rental taxes levied, assessed by or payable to any governmental agency, body or taxing authority for or on account of this Lease.

TENANT shall also be responsible for and pay any ad valorem and non ad valorem taxes which are assessed upon the property leased by TENANT, assessed by the taxing authority during TENANT's usage and lease of the property.

TENANT shall pay prior to delinquency all taxes assessed and levied upon the trade fixtures, furnishings, equipment, inventory and all other personal property of TENANT contained in the leased premises or elsewhere.

5 **LATE CHARGES.** In the event any base rent payment due hereunder shall not be paid within ten (10) days after the due date, TENANT shall pay LANDLORD a late charge of five (5%) percent of such late payment.

6. **HOURS OF OPERATION.** At all times during this Lease, TENANT shall be required to operate a fish camp with related facilities and amenities including bait and tackle shop, dockage, basic boat supplies, snacks, food & beverages, including patio,

casual dining, with minimum hours of operation to vary by season, holidays and related factors seven days per week. TENANT agrees to operate no less than 8 hours per day, weather permitting. TENANT further agrees that it will offer breakfast and casual lunch and dinner during selected months. TENANT shall have the right to determine its business hours within the above perimeters and as provided herein.

TENANT further acknowledges the need for the continuous and regular operation, including the duty to exercise best management practices, and the operation of said business as provided for herein shall be a separate covenant under this Lease.

**7. INSURANCE.** TENANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein.

As evidence of compliance with the insurance required herein, TENANT shall furnish CITY with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY and CITY' s members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies); or

(c) other evidence satisfactory to CITY.

All policies should be endorsed to provide thirty (30) days written notice of cancellation to CITY for all coverages. Until such insurance is no longer required by this Contract, TENANT shall provide CITY with renewal or replacement evidence of insurance prior to the expiration or termination of such insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by CITY, TENANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified, complete copy of the policies of insurance providing the coverage required.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

| | | |
|---|---|---|
| Part One: | "Statutory" | |
| Part Two: | $ 500,000 | Each Accident |
| | $ 500,000 | Disease - Policy Limit |
| | $ 500,000 | Disease - Each Employee |

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

Marina Operators Insurance

Such insurance shall include coverage for marina operators' legal liability, protection and indemnity, and commercial general liability. The commercial general liability coverage shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

| | |
|---|---|
| $ 500,000 | Marina Operators Legal Liability |
| $ 500,000 | Protection and Indemnity |
| $ 500,000 | General Aggregate |
| $ 500,000 | Products/Completed Operations Aggregate |
| $ 500,000 | Personal and Advertising Injury |
| $ 500,000 | Each Occurrence |

Liquor Liability Coverage

Such insurance shall cover liability of TENANT arising out of the sale of alcoholic beverages on the Demised Premises and in the course of their business. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 500,000 General Aggregate

$ 500,000 Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 500,000 Each Occurrence - Bodily Injury and Property Damage Combined

Pollution Legal Liability Insurance

If TENANT engages in fueling operations, TENANT shall procure and maintain insurance applicable to TENANT's liability resulting from pollution or other environmental impairment arising out of, or in connection with such fueling operations including the use of any storage tanks. Such coverage shall include coverage for clean-up of pollution conditions and 3rd party bodily injury and property damage claims arising from pollution conditions.

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 500,000 per claim

$ 500,000 aggregate

The CITY and the CITY's officials, officers, agents and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the pollution

liability policy shall be $25,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of TENANT and TENANT shall pay on behalf of the CITY or CITY's officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

Property Insurance

The CITY shall have no responsibility to maintain property insurance on any of TENANT's property. It shall be the sole responsibility of TENANT to maintain property insurance coverage on the building and improvements on the Demised Premises and all contents of such buildings. If TENANT elects to maintain such coverage on TENANT's buildings and contents, such coverage shall be paid for by TENANT. LANDLORD consents to TENANT obtaining such coverage.

In the event TENANT obtains property insurance coverage on the building and improvements, LANDLORD shall be named as an additional insured; provided, however, that should the Demised Premises be damaged by fire or other insured casualty, and the improvements on the Demised Premises are capable of being repaired or rebuilt, all insurance proceeds shall be utilized for the costs to repair and rebuild. In the event the buildings and improvements cannot be repaired or rebuilt, or in the event the costs thereof exceed the available insurance proceeds, all insurance proceeds from losses of any structures shall be paid as follows: (a) to TENANT if during the first four (4) years of this Lease; (b) to LANDLORD during the last year of the initial term,;; (c) to TENANT during the first five (5) years of the subsequent or renewal term; (d) seventy five percent (75%) to TENANT and twenty five percent (25%) to LANDLORD during years six (6) through eight (8) of the subsequent or renewal term; and (e) one-half (1/2) to TENANT and one-half (1/2) to LANDLORD during years nine (9) and ten (10) of the subsequent or renewal term.

General Conditions

The insurance provided by TENANT shall apply on a primary basis to, and shall not require any contribution from, any insurance, or self-insurance, maintained by the CITY, or its officials, officers and employees.

Except as provided herein or where prior written approval has been obtained from

CITY hereunder, no deductible or self-insured retention for any required insurance provided by TENANT pursuant to this Agreement will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, TENANT shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of CITY, or its officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of TENANT. Any remedy provided to the CITY by the insurance provided by the TENANT shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of TENANT) available to the CITY under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by TENANT shall relieve TENANT from responsibility to provide insurance as required by this Agreement.

**8. USE OF PREMISES.** TENANT will use and occupy the premises solely as a dockage facility with attendant amenities, including bait and tackle shop, snack bar, casual restaurant in a rustic old Florida style.

a) TENANT may seek to obtain subject to applicable regulations, licensure for retail sales of beer and wine for on-premises and off-premises consumption. TENANT represents it currently has beer and wine license including off-premises consumption. LANDLORD acknowledges TENANT may seek to obtain a license to serve a full-line of alcoholic beverages for on-premises consumption. TENANT shall provide copies of all liquor license records to LANDLORD upon request.

b) TENANT specifically agrees not to conduct its business in a manner that disturbs the quiet enjoyment of any nearby residents and agrees to conduct its business in compliance with all applicable laws.

c) TENANT further agrees to:

1) keep the premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other

obligations imposed by applicable provisions of building, housing, health, and environmental codes by any State or Federal law, regulation, or agency; and

2) to make no alterations or additions to the Demised Premises except as set forth herein, without the prior written consent of LANDLORD, and

3) to forbid overnight stays, including live-aboard persons on any docked or moored vessel; and

4) to commit no waste of the premises; to remove all garbage and other debris which results from the operation of TENANT's business in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary and in repair, to use and operate in a reasonable manner all electrical, plumbing and other facilities; not to destroy, deface, damage, impair or remove any part of the Demised Premises or property therein belonging to LANDLORD; and

5) to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not constitute a breach of the peace; and

6) to surrender the Demised Premises at the termination of this Lease in as good state and condition reasonable use and wear permitted.

d) TENANT shall have the right, subject to approval of LANDLORD to adopt reasonable rules and regulations applicable patrons, customers and members of the public in utilization of the Demised Premises which may include one or more of the following or similar rules:

(1) Limitation of patrons, customers and members of the public, bringing food and beverages from off site for consumption on Demised Premises, that have not been purchased or acquired from TENANT, including unlicensed alcoholic beverages provided that no limitation shall prevent patrons, customers, or members of the public from consuming such food or beverages on their private vessels or watercraft or the immediate vicinity thereof.

(2) Reserving the right to refuse access to the Demised Premises to any person whose actions, threats, possession of any weapons or obvious impairment poses a threat to persons or property.

(3) Usage of Dockage Agreement approved by Landlord.

(4) Service of any food or beverages including alcoholic beverages consistent with State of Florida requirements for protection of TENANT's liquor license.

(5) Hours of operation, as approved by LANDLORD, including usage of dockage, docks and piers.

**9. MAINTENANCE AND REPAIR.** TENANT shall at all times maintain its facility(s), and all appurtenances thereof in a condition and appearance in keeping with the intent of the parties, in compliance with all local, state and federal statutes, codes, ordinances and rules. TENANT shall keep and maintain in good order, condition and repair (which repair shall mean replacement, if necessary) docks, piers, walkways, exterior and interior walls, roof, exterior and interior portions of all doors, windows, glass, plumbing and sewage facilities, fixtures, interior electrical equipment serving the Demised Premises, floors and ceilings, and all other parts of the Demised Premises. LANDLORD shall not be responsible to maintain or to make any improvements or repairs of any kind in or upon the Demised Premises.

It is anticipated that TENANT will need to install certain improvements and equipment at the Demised Premises which may include a second story, tiki, decking, kitchen equipment, electrical and plumbing fixtures which will become a part of the Demised Premises. See Schedule "A" attached.

If any repairs required to be made by TENANT hereunder are not commenced and proceeded with due diligence within ten (10) days after written notice delivered to TENANT by LANDLORD (or within such shorter period as LANDLORD should require in the event of an emergency, with or without notice), LANDLORD may, at its option, make such repairs without liability to TENANT for any loss of damage which may result to its stock or business by reason of such

repairs, and TENANT shall pay to LANDLORD immediately upon demand as additional rent hereunder, the costs of such repairs plus ten (10%) of the amount thereof (for LANDLORD' s service and overhead costs). At all times during the term of this Lease, TENANT shall maintain the Demised Premises and operate its facility(s) and business in a tasteful manner in accordance with the intent of the parties so as to enhance the image and appearance of the facility.

**10. ALTERATIONS.** Except as provided herein, TENANT shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the Demised Premises to the original condition at TENANT's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT. LANDLORD shall at all times retain sole control of the exterior appearance of the building and the Demised Premises, including but not limited to approval over exterior colors and color scheme for the building and all of its fixtures and appurtenances, to further include all signage.

TENANT undertakes and covenants to perform certain alterations, upgrades, improvements and additions to the Demised Premises during the term hereof which are set forth and outlined on Schedule–"A" attached hereto. TENANT shall commence the improvements listed on Schedule "A" in no particular sequence within 90 days of the date hereof and shall complete all improvements listed on Schedule "A" within the initial term hereof.

**11. UTILITIES.** TENANT shall contract, in its own name and shall pay the

charge before delinquency, for all utility services rendered or furnished to the Demised Premises, including water, gas, electricity, telephone, garbage and the like, together with all taxes or other charges levied on such utilities.

12. **TITLE TO IMPROVEMENTS.** Title to any building, structure or other improvements (other than movable trade fixtures) that shall be constructed, installed or placed upon the Demised Premises shall vest in LANDLORD upon the termination of this Lease or any renewal of extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

13. **DAMAGE AND OBLIGATION TO RESTORE.** TENANT shall give immediate written notice to LANDLORD of any damage caused to the Demised Premises by fire or other casualty. If the Demised Premises should be: (1) damaged by any casualty and; (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD and TENANT may elect either to terminate the lease or to proceed to rebuild and repair the Demised Premises. Should LANDLORD elect to terminate the lease, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty.

In such event, TENANT shall have ninety (90) days to present a plan to rebuild the Demised Premises and provide evidence of sufficient funding, including insurance proceeds.

14. **LIABILITY AND INDEMNIFICATION.** LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's use and occupancy of the leased premises, or due to the negligent, reckless, or intentionally wrongful acts of Tenant or because of fire, flood, wind storm, acts of God, or for any other reason, including the negligent, reckless, or intentionally wrongful acts of third persons on the premises, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligent acts or omissions. TENANT hereby agrees to defend indemnify and save harmless LANDLORD, its officers, employees,

representatives and agents from and against any and all loss, damage, claim, demand, liability, cost or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the occupancy or use of the Demised Premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or in the Demised Premises as a result of TENANT's occupancy including, but not limited to, LANDLORD's attorney's fees and costs, both at trial and appellate levels; provided TENANT shall have the right to designate and employ all counsel, including joint counsel for both LANDLORD and TENANT thereby accepting any tender of defense. This provision shall be deemed satisfied if any insurance provides a defense and is an additional named insured. If there is no insurance coverage TENANT shall provide a defense at its costs, with counsel that is reasonably acceptable to LANDLORD.

15. **EMINENT DOMAIN.** If the Demised Premises or any part thereof should be permanently taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease shall be terminated, the entire compensation award therefore, both leasehold and reversion shall be the property of LANDLORD without any deduction therefrom for any present or future estate of TENANT, and TENANT hereby assigns to LANDLORD all its right, title and interest to any such award. TENANT shall execute all documents required to evidence such result. TENANT shall, however, be entitled to claim, prove and receive in such condemnation proceedings, such award as may be allowed for fixtures and other equipment installed by it, but only if or to the extent such award shall be in addition to the award for the land and the building and other improvements (or portions thereof) containing the Demised Premises.

If the entire Demised Premises should be taken, condemned, or transferred as aforesaid, the Lease shall terminate as of the time possession thereof is required for public sale. If a portion of the Demised Premises should be taken, condemned or transferred as aforesaid, LANDLORD may elect to terminate the Lease, or at its own expense, to repair and restore the portion not affected by the said taking, in which latter event the minimum rent shall be reduced in proportion to the area taken, effective at the time possession is required for public use.

16. **ASSIGNMENT AND SUBLETTING.** The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into

the Lease. TENANT shall not voluntarily, involuntarily, or by operation of law, assign, sell, mortgage, pledge, or in any manner transfer the lease or any estate or interest therein or sublet the Demised Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Demised Premises without the prior written consent of LANDLORD, which consent LANDLORD may not unreasonably withhold. For purposes of this provision, the sale, transfer, or assignment by any shareholder of TENANT of its shares, or the sale of shares by TENANT to any individual, firm, or entity which results in the transfer of more than forty (40%) percent of the stock of such corporation, or causes the existing shareholders to be less than a majority of the control of the corporation, shall also be considered a transfer of this Lease which shall require LANDLORD's prior written consent. Although TENANT may have the right to mortgage its interest in this Lease, all rights acquired under the leasehold mortgage shall be subject to all of the terms of this Lease. There shall be no subordination of this Lease and the LANDLORD shall otherwise be protected in any financing arrangement. TENANT agrees that any leasehold mortgage it may execute in obtaining financing for the construction and development of the proposed facilities shall contain language incorporating the foregoing provision. Consent by LANDLORD to one or more assignments or subletting shall not operate as a waiver of LANDLORD's rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, TENANT and any guarantor of TENANT's obligations under the Lease shall at all times remain fully responsible and liable for compliance with all of the obligations of TENANT, including the payment of rent.

In the event of the transfer and assignment by LANDLORD of its interest in the Lease and in the building(s) and structures comprising the Demised Premises, LANDLORD shall thereby be released from any further obligations and TENANT agrees to look solely to such successor in interest for performance of such obligations. Such transfer and assignment, however, shall not affect the validity of this Lease, and TENANT shall continue in possession of the premises subject to all terms and conditions provided in the Lease.

17. **DEFAULT AND REMEDIES.** The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by TENANT:

a. The vacating or abandonment of the Demised Premises by

TENANT, with intent to so abandon and not the result of a casualty.

b. The failure by TENANT to make payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from LANDLORD to TENANT.

c. The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT, other than described in Paragraphs a and b above, where such failure shall continue for a period of ten (10) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, TENANT shall not be deemed in default if TENANT commences such cure within said ten (10) day period and thereafter diligently pursues such cure to completion.

d. If TENANT or any guarantor should commence, in any court pursuant to any statute either of the United States or of any state, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against TENANT or any said guarantor and either an order of relief is entered against such party or such party fails to secure a discharge of the proceeding within thirty (30) days of the filing thereof, or if TENANT or any said guarantor becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment of both benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of TENANT's or any said guarantor's property whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

e. The discovery by LANDLORD that any financial statement given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of TENANT, any successor in interest of TENANT, or any guarantor of TENANT's obligations, and any of them, is materially false.

18. **REMEDIES UPON DEFAULT.** In the event of any default or

breach by TENANT, LANDLORD may at any time thereafter, without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof, subject to LANDLORD's obligation to mitigate damages.

(b) Terminate TENANT's right to possession of the Demised Premises by any lawful means and retake possession thereof for the account of LANDLORD, in which event TENANT shall immediately surrender possession of the Demised Premises to LANDLORD and all further liability under the Lease on the part of the TENANT and LANDLORD shall terminate.

(c) Pursue any other remedy now or hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida. In the event of a proceeding involving TENANT under the Bankruptcy Code, 11 U.S.C. §101 et seq., if the Lease is assumed by TENANT's trustee in bankruptcy (after he has cured all existing defaults, compensated LANDLORD for any loss resulting therefrom and provided adequate assurance of future performance), then the Lease may not be assigned by the trustee to a third party, unless such party (1) executes and delivers to LANDLORD an agreement in recordable form whereby such party assumes and agrees with LANDLORD to discharge all obligations of TENANT under the Lease, (2) has a net worth and operating experience at least comparable to that possessed by TENANT and any guarantor hereof as of the time of execution of the Lease, and (3) grants to LANDLORD, to secure the performance of such party's obligations under the lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the Demised Premises, and in connection thereof, such party shall execute such security agreements, financing statements and other documents (the forms of which are to be prepared by

LANDLORD) as are necessary to perfect such lien.

If the LANDLORD should exercise any of its remedies hereunder, TENANT shall be liable for and shall pay to LANDLORD the costs of removing and storing TENANT's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting Demised Premises into condition acceptable to a new tenant or tenants; real estate commissions actually paid; that portion of the leasing commission paid by LANDLORD applicable to the unexpired term of the Lease, if applicable, and all reasonable expenses incurred by LANDLORD, including attorney's fees.

If the Lease should be terminated, or the Lease term should expire, LANDLORD shall have the immediate right thereafter to re-enter the Demised Premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. In such event, LANDLORD shall not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

The rights and remedies granted herein to LANDLORD are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude LANDLORD's right to exercise any or all of the others. All charges payable by TENANT under the terms of the Lease shall be deemed rent for the purpose of LANDLORD exercising its remedies.

No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by LANDLORD at any time when TENANT is in default under any covenant or condition hereof by construed as a waiver of such default or of LANDLORD's right to terminate the Lease on account of such default, nor shall any waiver or indulgence granted by LANDLORD to TENANT be taken as an estoppel against LANDLORD, it being expressly understood that if any time TENANT should be in default in any of its covenants or conditions hereunder, an acceptance by LANDLORD of rent during the continuance of such default or the failure on the part of LANDLORD promptly to avail itself of

such other rights or remedies as LANDLORD may have shall not be construed as a waiver of such default, but LANDLORD may at any time thereafter, if such default continues, terminate the Lease on account of such default.

LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but in no event later than fifteen (15) days after written notice by TENANT to LANDLORD, specifying wherein LANDLORD has failed to perform such obligations provided, however, that if the nature of LANDLORD's obligation is such that more than fifteen (15) days are required for performance, LANDLORD shall not be in default if LANDLORD commences performance within such fifteen (15) day period and thereafter diligently prosecutes the same to completion.

TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD's designee within ten (10) days after such amount shall be due, TENANT shall pay to LANDLORD a late charge equal to five (5%) percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of costs LANDLORD will incur by reason of the late payment of TENANT.

19. LANDLORD SECURITY. To secure the payment of all rent and other sums of money due and to become due and the faithful performance of the Lease by TENANT, TENANT hereby grants to LANDLORD an express first and prior lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the Demised Premises, and also upon all proceeds of any insurance which may accrue to the TENANT by reason of destruction of or damage to any such property. Such property shall not

be removed therefrom without written consent of LANDLORD until all arrearages in rent and other sums of money then due to LANDLORD hereunder shall first have been paid. This lien and security interest is given in addition to the LANDLORD's statutory lien and shall be cumulative thereto. Consequently with the execution of the Lease (or later if requested by LANDLORD at its discretion), TENANT shall execute and deliver to LANDLORD Uniform Commercial Code Financing Statements in sufficient form so that when properly filed, the security interest hereby given shall be perfected. The lien and security interest created hereby shall be terminated when all of the rent and other sums of money becoming due during the Lease term shall have been paid in full.

20. **SUBORDINATION AND ATTORNMENT.** The Lease, at LANDLORD's option, shall be subordinate to any ground lease, mortgage or any other hypothecation for security now or hereafter placed upon the real property of which the Demised Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee or ground lessor should elect to have the Lease prior to the lien of its mortgagee or ground lease, and should give written notice thereof to TENANT, the Lease shall be deemed prior to such mortgage or ground lease, whether the lease is dated prior or subsequent to the date of said mortgage or ground lease.

TENANT agrees to execute any documents required to effectuate such subordination or to make the Lease prior to the lien of any mortgage or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint LANDLORD as TENANT's attorney in fact and in TENANT's name, place and stead, to do so.

Upon request of LANDLORD, TENANT shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by LANDLORD covering the Demised Premises, attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as LANDLORD under the Lease.

21. **TENANT ESTOPPEL CERTIFICATE.** TENANT shall at any time upon not less than ten (10) days prior written notice from LANDLORD execute, acknowledge and deliver to LANDLORD a statement in writing: (1) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD, or specifying such defaults if any are claimed; and (3) otherwise be in a form reasonably acceptable to LANDLORD. Any such statements may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the Demised Premises.

If LANDLORD desires to finance, refinance, or sell the Demised Premises, or any part thereof, TENANT hereby agrees to deliver to any lender or purchaser designed by LANDLORD such financial statements of TENANT as may be reasonably required by such lender or purchaser. All such financial statements shall be received by LANDLORD and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

22. **NOTICES.** All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attention: City Manager, P.O. Box 1480, Fort Pierce, Florida 34954, with a copy to the Office of the City Attorney, P.O. Box 1480, Fort Pierce, Florida 34954, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail, return receipt requested to: LITTLE JIM'S BAIT & TACKLE, INC., Richard A. King, 6502 Santa Clara Boulevard, Fort Pierce, Florida 34951, with a copy to ROBERT J. GORMAN, ESQ., 1209 Delaware Avenue, Ft. Pierce, FL 34950, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

23. **ACCESS TO PROPERTY.** During the term of this Lease, and any

renewal or extension thereof, TENANT shall permit LANDLORD and the agents and representatives of LANDLORD access to the leased property and licensed area at all reasonable times deemed necessary for the purpose of this Lease, including inspection of all work being performed in connection with the construction of improvements thereon, the management and operation of the facilities and to assure compliance with all ordinances, statutes and rules and regulations of federal, state and local agencies having jurisdiction.

24. **GENERAL PROVISIONS.** The following general provisions shall be an integral part of this Lease:

a. TENANT shall not record the Lease without LANDLORD's prior written consent, and any such recordation shall, at the option of LANDLORD, constitute a non-curable default of TENANT.

b. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

c. The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

d. Time is of the essence.

e. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

f. Whenever a period of time is prescribed for action to be taken by LANDLORD, LANDLORD shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of LANDLORD.

g. Upon TENANT paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on TENANT's part to be observed and performed hereunder, TENANT shall have quiet possession of the Demised Premises, for the entire Lease term, subject to all the provisions of the Lease.

h. Each provision performable by TENANT shall be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

i. Subject to the provisions hereof restricting assignment or subletting by TENANT and regarding LANDLORD's liability, this Lease shall bind the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the State of Florida.

j. The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting "TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

k. The Effective Date of the Lease shall be March 1, 2010.

l. All terms, covenants, and conditions herein contained, to be performed by TENANT, shall be performed at its sole cost and expense, and if LANDLORD shall pay any sum of money or do any act which requires the payment of money, by reason of the failure neglect or refusal of TENANT to perform such term, covenant, or condition, the sum of money so paid by LANDLORD shall be deemed additional rent and shall be payable to TENANT with the next succeeding installment of rent together with such interest as may have accrued thereon.

m. Any amount due to LANDLORD not paid when due shall bear interest at the maximum rate allowable by law accruing from the due date.

n. Notwithstanding anything to the contrary provided in the Lease, it is specifically understood and agreed by LANDLORD and TENANT that there shall be absolutely no personal liability on the part of LANDLORD, or its

shall be absolutely no personal liability on the part of LANDLORD, or its successors, or any partners or corporate shareholders of LANDLORD, or its successors, with respect to any of the terms, conditions and covenants of the Lease, and that TENANT shall look solely to the interest of LANDLORD in the premises for the satisfaction of each and every remedy of TENANT in the event of any breach by LANDLORD of any terms, conditions and covenants of the Lease to be observed or performed by LANDLORD.

25. **JOINT VENTURE.** It is specifically understood and agreed that nothing in this Lease shall be construed as creating a joint venture, partnership or other relationship between the parties to the agreement other than LANDLORD and TENANT.

26. **ATTORNEY'S FEES AND COSTS.** The prevailing party shall be entitled to an award of all costs, charges, and expenses, including the fees of counsel, agents and others retained by such party and incurred in enforcing either party's obligations hereunder or in any litigation or appellate proceedings.

27. **PAYMENT.** No payment by TENANT or receipt of payment by LANDLORD of an amount less than the full amount then due LANDLORD under this Lease shall be construed as anything other than a partial payment of the sum then due and owing. No endorsement or statement on any check or letter or any form of payment or accompanying documents shall be deemed to be an accord and satisfaction or other form of settlement, and LANDLORD may accept any such payment without prejudice to its rights to recover the balance of any sums due and owing under this Lease or to pursue any other remedy permitted under this Lease or Florida law.

28. **RADON GAS.** Pursuant to Fla. Stat. §404.046(8), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the St. Lucie County Public Health Unit.

29. **INSPECTION.** LANDLORD or its agents shall have the right to enter the

any other purpose not inconsistent with the terms and provisions of this Lease.

**30.** **PARTIAL INVALIDITY.** In the event any term, provision, or condition of this Lease shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair this Lease as a whole or any other provision of this Lease.

**31.** **TIME.** Time is of the essence of this Lease and every term and provision of this Lease.

**32.** **LEASE NOT RECORDABLE.** Neither this Lease nor any notice of memorandum thereof, except such instrument as maybe required by LANDLORD from TENANT shall be recorded in any public records.

**33.** **ENTIRE AGREEMENT.** This Lease contains the entire and sole agreement between the parties hereto relative to the rental of the leased premises and it may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same formalities as this LEASE. No surrender of the leased premises or of the remainder of the term of this Lease shall be valid unless accepted by LANDLORD in writing. This agreement shall be interpreted and enforced under the laws of the State of Florida. It is agreed and understood that this agreement has been negotiated and drafted jointly and is not to be construed against any party.

**IN WITNESS WHEREOF,** the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

WITNESS AS TO LANDLORD
ATTEST:

Cassandra Steele, City Clerk

**LANDLORD**
**CITY OF FORT PIERCE**
By:

Robert J. Benton, III, Mayor

Date: May 25 2010

APPROVE AS TO FORM
AND CORRECTNESS

By:
Robert V. Schwerer, Esq.
City Attorney

City Attorney

WITNESSES AS TO TENANT

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

**TENANT:**
**LITTLE JIM BAIT & TACKLE, INC.**

By: Richard A. King
Richard A. King, President

Date: 5-3-10

WITNESSES AS TO GUARANTOR:

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

GUARANTOR:

RICHARD A. KING and RITA KING

Richard A. King

Rita K King
Rita A. King

## GUARANTEE

**THE UNDERSIGNED**, as Guarantor, guarantees all of the obligations of the TENANT under that certain Lease dated the day of March, 2010, between **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, as LANDLORD, and, **LITTLE JIM BAIT AND TACKLE, INC.**, a Florida Corporation, as TENANT, for the Demised Premises identified therein and located at 601 North Causeway Drive, Fort Pierce, FL 34949, adjacent to the City Marina of the City of Fort Pierce, Florida.

The undersigned, jointly and severally, further confirm and acknowledge the following:

1. The liability of the undersigned is absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Lease; (ii) the existence of any property given as security for, or other guarantee of the Lease; or (iii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the TENANT in respect of the Lease or the undersigned in respect of this Guarantee.

2. The undersigned has a monetary interest (direct or indirect) in TENANT, and/or in the conduct of the business to the Demised Premises.

3. The undersigned has executed this Guarantee to induce LANDLORD to lease the Demised Premises to TENANT.

4. With regard to obligations of TENANT to pay money, this Guarantee imposes on the undersigned a guarantee of payment and not of collection.

5. LANDLORD has the right to take action against one or more of the undersigned guarantors, if more than one, without affecting the obligations of any other of the undersigned guarantors not being proceeded against.

**WITNESS** our hands and seals this day of March, 2010.

**WITNESSES:**

Print name

Print name

**GUARANTOR:**
RICHARD A. KING and RITA KING

Richard A. King

5-3-10
Rita King

Date: Rita King

***EXHIBIT "A-1"***

The Demised Premises is legally described as:

35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E 1556.56 FT, TH S 00 DEG 10 MIN 59 SEC W 1908.70 FT TO POB, TH N 58 DEG 59 MIN 38 SEC E 166.32 FT, THS 75 DEG 40 MIN 00 SEC E 200 FT, TH S 54 DEG 07 MIN 50 SEC W 159.37 FT TO HIGH WATER/VEG MARK, TH MEANDERING SD HW MARK SWLY 218.96 FT MIL, TH N 35 DEG 54 MIN 18 SEC W 72.65 FT, TH N 32 DEG 50 MIN 14 SEC E 76.58 FT TO POB

as generally depicted on the aerial, Exhibit "A-2"

## *SCHEDULE "A"*

TENANT agrees to remove existing concrete boat ramp, which is in disrepair, and improve access area to same with additional parking subject to the City's Land Development Regulations.

TENANT agrees to remove all sunken vessels from the leased portion of the demised property and construct additional pitched-roof decking with outdoor seating to the southwest subject to the City's Land Development Regulations.

TENANT agrees to install new fuel pumping and storage facilities with at least gasoline stations subject to all Federal, State and Local codes and regulations.

TENANT agrees to construct at least five (5) additional boat slips on the leased portion of the demised property subject to all Federal, State and Local codes and regulations.

CITY OF PORT PIERCE
DEPARTMENT OF ENGINEERING

A PARCEL OF LAND TO BE LEASED
TO LITTLE JIM BAIT & TACKLE SHOP

DATE: 6-9-98
SCALE: 1" = 20'
DRAWN:

| No. | DATE | BY | REVISIONS |
|---|---|---|---|
| | | | |

SHEET 1 OF 1

EXHIBIT
"A-2"

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO : Nicholas C. Mimms, P.E., City Manager

FROM : James M. Messer, City Attorney

RE : Little Jim's Bait & Tackle

DATE : February 23, 2018

The attached draft of a request for proposal for the "Assumption of Option on and Extension to Lease" of Little Jim's Bait & Tackle located at N Causeway Dr seeks to provide for the successful bidder to assume the current lease of the current tenant which expires on March 1, 2025, provides for an extension of the lease for an additional thirteen (13) years, and requires certain construction to be completed during that time period.

This office's review is limited to the legality of such an RFP and not to the substance of the specific conditions in the proposal. Although there is no legal objection to such a structured proposal, it appears to be less complicated to simply go out for bid for a new 20 year lease with construction requirements. It should also be noted that any lease greater than one (1) year should comply with the attached City policy.

Despite this office's lack of legal objection to structuring an RFP in such a manner, it defers to the Purchasing Department for review, comment and formatting to comply with the City's governing procurement laws.

Additionally, this office defers to the City's and Purchasing's decision regarding the proposal for current tenant's involvement in the selection and negotiation process, but such a provision would appear to be unusual.

Finally, because the proposal includes construction, it is recommended that it be routed to the Planning, Building, Engineering and Public Works Department for input once it is determined that the City Commission desires to seek such bid.

"Acknowledged"
2/23/18

RECEIVED
TIME
FEB 23 2018
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

Attachment

cc: Linda Cox, City Clerk
Johnna Morris, Finance Director
Gelencia Carter, Purchasing Manager

**POLICY FOR THE DISPOSITION OF CITY-OWNED REALPROPERTY OR LEASES GREATER THAN ONE YEAR.**
**(*See also* City Charter, Sections 13(a) and (b)*)**

1. The City Manager or appointed designee will identify any real property to be declared surplus for disposal.

2. Prior to being declared surplus property and offered for sale, the Procurement Department will receive a signoff from City departments within 10 days of receipt indicating that there is no existing or future use for said property.

3. All real property to be sold or leased must be declared surplus by the City Commission via Resolution at a public meeting.

4. All real property must have an appraisal prior to sale. The appraisal of the property should not be older than 360 days unless approved by the City Manager.

5. In accordance with the Charter, Section 13(a), notice of any proposed sale or lease of surplus property shall be published once a week for two (2) consecutive weeks in some newspaper of general circulation published in the said city, calling for bids for the lease or purchase of the real estate so advertised to be leased or sold.

6. Such notice, and any additional notices used to solicit bids including an RFP, advertising/marketing tools, and real estate listings, shall clearly state all terms and conditions or factors that will be considered when evaluating bids, including but not limited to:

- Any price or terms and conditions the City Commission shall deem proper;
- Detailed statement regarding proposed use for the property;
- Economic impact;
- Job creation;
- Timeline for any and all development, renovations, repairs and/or demolition;
- Statement that any proposed use conforms to all land development regulations and building codes, or any variances required;
- Any proposed deed restrictions, reversionary clauses, and/or covenants; and
- Any deposit or surety bond to be given with each bid submitted in such form and in such amount as required by the City Commission.

7. Upon receipt of any bids, and in accordance with City Code, Chapter 2, Section 2-223(4), the bids shall be submitted to the Planning Board for its recommendation, provided, however, the City Commission shall have authority to overrule the disapproval of the board on any such proposal.

8. Any bid, along with the Planning Board recommendation, shall be presented to the City Commission for final approval. Per the Charter, Section 13(a), the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted unless the City Commission shall reject any and all bids.

9. After approval by City Commission all information is forwarded to the Title Company for preparation of the deed and the closing. Originals returned to City Clerk. Copies of all the documents are forwarded to Purchasing and Finance.

*This policy applies to the sale or lease of certain city owned real property to a private individual or entity, and does not apply to: (1) the exchange of property by the City for other real or personal property owned by another (*see* Charter, § 13(c)); (2) the conveyance or lease of property to the United States of America, or any department or agency thereof, the State of Florida or any political subdivision or agency thereof, or any Florida municipality (*see* Charter, § 13(d)); or (3) to the types of dispositions outlined in the Charter, Sections 13(e) through (g).

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

**CITY ATTORNEY USE ONLY**

| | |
|---|---|
| Date Received: | 02/16/2018 |
| Assigned To: | CU |
| File: | |
| Due Date: | 02/20/2018 |
| Hours: | |

RECEIVED
FEB 16 2018
By

# REQUEST FOR LEGAL SERVICES

**TO:** CITY ATTORNEY

**SUBMITTED BY:** KAITLYN BALLARD, ADMINISTRATIVE ASSISTANT KMB

**CITY MANAGER AUTHORIZATION:** NICHOLAS C. MIMMS, P.E., CITY MANAGER NCM

**RE:** Little Jim's Bait & Tackle

**DATE:** FEBRUARY 16, 2018

**Service Required:** (please circle or underline)

| | | |
|---|---|---|
| **Review Documents** | **Draft Document** | **Written Opinion Requested** |
| **Attend Meetings** | **Advise** | **Other:** |

**Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.**

1. **Brief statement of the nature of the request or problem:** Please review the attached document sent by Robert J. Gorman & Associates P.A. regarding Little Jim's Bait & Tackle.

2. **Discussion of the implications and the possible impact if not apparent from preceding information**: This request originates from documentation sent to the City Manager's Office from Little Jim's Bait & Tackle's Attorney.

3. **Time considerations and their significance:** Please review documents at your earliest convenience.

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** (e.g., purchasing approval, Commission Approval at [date] Regular Meeting, finance approval.)

5. **Factual background:** (Outline the facts related to the underlying matter to provide context for the request.)

   - Location
   - Phase of Construction
   - Parties Involved

**6. List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):**

- Letter from Robert J. Gorman & Associates P.A. regarding Little Jim's Bait & Tackle.

**7. Identify prior legal assistance on this or a related matter and the attorney who handled it:**

**8. If this is a request for review of a contract, provide the following:**

a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** (This office is not responsible for reviewing either the accuracy or value of the business terms and conditions or product specifications of the contract as agreed upon between the department and contractor. However, this office is available to negotiate the terms as desired by the City upon request.)

b. **Insurance requirements that differ from the City's template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.)

| CITY ATTORNEY USE ONLY | | | |
|---|---|---|---|
| **Routed for Review** | **Date** | **Response Deadline** | **Response** |
| | | | |

# ROBERT J. GORMAN & ASSOCIATES, P.A.

A Professional Association
1209 Delaware Avenue
Fort Pierce, Florida 34950-4049
(772)465-5311 / (772)465-5722 Fax
COURT FILINGS ONLY - courtdocs@rjgpa.com and support@rjgpa.com

Robert J. Gorman, Esquire ● bob@rjgpa.com


| | | |
|---|---|---|
| □ U.S. Mail □ Fax Transmission @ ___:___ #_____ ( ) | Pages ____ | □ Certified Mail □ Overnight Delivery □ Hand Delivery □ E-mail □ Pick Up |

February 12, 2018

RECEIVED
TIME_____

FEB 12 2018

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

Nick Mimms
City Manager
100 N. U.S. Highway 1
Fort Pierce, FL 34950

RE: **Little Jim's Bait & Tackle**

Dear Mr. Mimms:

This office represents Little Jim's Bait & Tackle in connection with the ongoing efforts to obtain city approval of its assignment of its remaining lease term to a successful bidder of that and extended lease on the premises currently leased by Little Jim's Bait & Tackle from the City of Fort Pierce. I know that you are familiar with Richard and Rita King who had meetings with you, Commissioners and others in the city pertaining to this matter before my involvement.

In working with them in this, I have visited with most of the Commissioners and others and have quoted a proposal that I understand had earlier been raised by one of the Commissioners.

It is my understanding that you are making time available on February 15th to meet with Mr. and Mrs. King. I hope to attend that as well but due to prior commitments, it will depend upon the time that the meeting is set. In case I do not make it to the meeting, but more importantly to present something to you prior to that meeting and perhaps have the Little Jim's matter and bid process placed on the upcoming agenda for the City Commission at its February 20th, 2018 meeting.

The request for proposal that we are asking the city to advertise and seek would be as to the assignment and assumption of the existing lease hold interest, together with and extension of

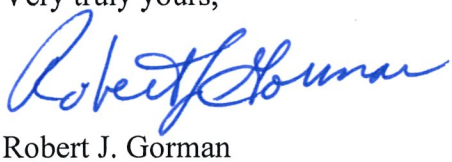
lease for an additional 13 years and a list of required works which would greatly expand, improve the facilities and, in my mind, most importantly, upgrade the sanitary facilities by constructing new bathrooms and connecting the facility to city sewer system; all at the cost of the successful bidder.

The advantage to the city in doing this is that it will see a much earlier improvement to that facility and particularly the shutting down of the septic system which the city can realize in a matter of months to a year as opposed to more than seven (7) years under the current lease and operation. It would be gain for all parties and assure the continued success of this locally historic place.

I have taken the liberty of preparing a basic request for proposals, patterned largely after the original for Little Jim's and added to it elements that the city can make as condition. In that manner the cities benefit of the connection to sewer and improved restroom facilities, parking lot improvement and storm water protection.

I look forward to working with you and the commission and staff towards a successful process and improvements that will not only enhance this historic location but provide environmental protections.

Very truly yours,



Robert J. Gorman

RJG/trm

# REQUEST FOR PROPOSALS NO. ___
# ASSUMPTION OF OPTION ON AND EXTENSION TO LEASE OF CITY OWNED PROPERTY, BUILDINGS & DOCKS
# STATEMENT OF WORK

## PURPOSE

The City of Fort Pierce, Florida (herein referred to as the "City") invites qualified parties to submit a Request for Proposal (RFP) for assumption/acquisition of Option on Existing Lease with extension for a multi-year lease with proposed uses a parcel of City owned property including buildings and docks, located south and east of State Highway A-1-A leading to the North Beach, and commonly known as Little Jim's.

**Proposals are due on or before 3:00 PM, TUESDAY, MARCH ____, 2018. Eleven (11) complete sets of sealed proposals (one original and ten copies) should be mailed or delivered to:**

**Delivery Address**
**City of Fort Pierce**
**Procurement Dept., 1st Floor**
**100 North U.S. Highway 1**
**Fort Pierce, FL 34950**

**Mailing Address**
**City of Fort Pierce**
**Procurement Dept., 1st Floor**
**P.O. Box 1480**
**Fort Pierce, FL 34954-1480**

## CITY BACKGROUND

As one of the oldest communities on the east coast of Florida, Fort Pierce has borne witness to the changing tides of history, as well as the changing tides of the Atlantic Ocean, for over 104 years. The days of one-room log houses and quiet river commerce has given way to diverse possibilities as the City has grown to over 39,000 residents and encompasses 26 square miles (with expansion to 55 square miles in the future) and has three (3) major highways (Interstate 95, Florida Turnpike and U.S. Highway 1) which service our City. The echoes of the rural past can still be felt in the peaceful quality of the lives of our residents lead just a short distance from the hustle and bustle of both West Palm Beach and Orlando. Ours is a diverse yet neighborly community, embracing both the richness of our heritage and the promise of the future in St. Lucie County Downtown, within sight of the timeless waters of the Indian River Lagoon, affords our residents contemporary shopping and dining and a range of entertainment and activities.

Modern educational and research facilities, like top-ranked Indian River Community College, the $6 million Smithsonian Institute Research Center, Manatee Observation and Education Center, and Harbor Branch Oceanographic Institute, live in harmony with the completely renovated 1925 City Hall and the restoration and successful operation of the historic, 1,200 seat Sunrise Theatre, which serves as a regional performing arts center.

The community's vision for the future captures our rich, colorful history and blends it – beautifully – into the spirit of modern life.

## SCOPE OF WORK

1. To enter into, assume and exercise an existing option on the current lease (7 years +/- remaining) and an extension of a multi-year lease with proposed uses of City owned land as described in the attached map with legal description. The current Lessee has constructed, reconstructed buildings, docks and premises and installed equipment and improvements that will remain on premises per lease effective dated March 1, 2010. Certain improvements and Works are to be incorporated and completed by the proposer.

## Required Works Include:

1. Construct new bathrooms building.

2. Connect all facilities to municipal sewer facility (may require pumping to lift station off site).

3. Upgrade electrical and plumbing; install grease trap.

4. Construct commercial kitchen with commercial hood and appropriate accessories, and walk-in freezer.

5. Construct additional tiki(s)/deck to add approximately 200 additional seats.

6. Repair and extend existing docks.

7. Re-configure, improve parking to accommodate required for expanded seating.

## Additional Optional Works:

(1) Landscaping improvements.

(2) Mosquito control facilities.

(3) Security systems.

(4) Negotiate with existing Lessee to obtain name, telephone number, website and Similar.

(5) Additional facilities, amenities and operations.

All works must maintain historical integrity of Little Jim's as a 'locals' place, laid-back old Florida; yet tourist friendly and a must-see destination.

The successful bidder will, on acceptance by City and current Lessee, purchase existing option on and assignment of current lease at higher of existing option price or bidder's option price offer.

The successful bidder will have an opportunity to negotiate with Little Jim's Bait & Tackle, Inc, for additional consideration, the acquisition of trade name, good will, telephone number, website, email address, current inventory, mementos of history of site and nearby areas.

Additional information related to existing lease, Lessee information, including opportunity to review premises and site facilities and conditions will be made available at pre-bid meeting.

A. The successful bidder will need to continue operation of "Little Jim's" as a bait & tackle shop, small marina, small grill/café, marine fuel dispenser subject to operating parameters relating to dates and hours of operation.

Any questions pertaining to this proposal must be submitted in writing seven (7) days prior to proposal opening to the attention of the Director of Procurement at the following address:

**Director of Procurement**
**City of Fort Pierce**
**P.O. Box 1480**
**Fort Pierce, FL 34954-1480**
**Fax (772) 595-9948**
**Email: _____@ci.fort-pierce.fl.us**

## INSTRUCTIONS FOR PREPARING PROPOSALS

### RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

### PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

A. Letter of Transmittal – This letter will summarize in a brief and concise manner, the proposer's understanding the Scope of Work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses and telephone numbers of such persons. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed two pages in length.

B. Organization Profile and Qualifications – The section of the proposal must describe the proposer, including the size, range of activities, etc. The proposer must emphasize its expertise in, and experience with, similar programs. The proposal must identify the primary individuals responsible for supervising the work. The proposer shall provide the City of Fort Pierce with the resumes of the primary individuals. The proposal must also include recent and pertinent references, including contact name, telephone number and address.

C. General Information – The RFP shall include general information regarding the firm's experience relative to operation of proposed uses.

D. Scope of Work – This section of the proposal should explain the Scope of Work as understood by the proposer and detail the approach, activities and work products. A timeline for performance/completion of Work should be included.

E. Financial - The amount proposer offers to current Lessee for assignment and assumption of current lease with just under seven (7) years remaining, additional amounts proposer is offering City during remainder of term, additional term proposed, rental and other payments during extended multi-year lease extension.

(The proposer may use the included BID FORM)

F. Additional Data – Any additional information that the proposer considers pertinent for consideration should be included in a separate section of the proposal.

## EVALUATION OF PROPOSALS

### EVALUATION METHOD AND CRITERIA

A. General – Proposals will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the proposal itself, the qualifications of the applicant, and the resulting final negotiated agreement. The City's decision in these matters shall be final and binding.

The City's evaluation will include, but shall not be limited to, consideration of the following:

1. Verification of availability of qualified personnel.

2. Past performance records from city or other cities where same services were provided with accomplished results.

3. Ability to meet set standards.

4. Qualifications of the Proposer/Bidder.

5. Expertise of human resources.

6. Experience.

7. Time frames and delivery dates.

8. Past contracts with the City.

9. Related experience in the City of Fort Pierce.

10. References.

Selection – The City of Fort Pierce shall evaluate the written proposals submitted by the firms regarding the proposed project and shall conduct discussions with, and may require presentations from qualified firms regarding their qualifications, and ability to furnish the required service.

# BID FORM

Consideration to current Lessee for remaining Lease Term $_____

Other Considerations:

Additional consideration to City; if any, in addition to lease payments for remaining Lease Term $_____

Rental Payments to City for extensions of Current lease upon termination of current lease $_____

---

Proposed time line for completion of required Works

Construct new bathrooms/connect to sewer _____

Construct additional kitchen facilities _____

Construct additional Tiki/deck _____

Total additional seating _____

Repair/extend docks _____

Reconfigure/improve parking _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO : **The Honorable Mayor and Members of the City Commission**

FROM : **James M. Messer, City Attorney**

RE : **Little Jim's Bait & Tackle**

DATE : **March 9, 2018**

In order to ensure a complete analysis of the subject issue for the upcoming Conference Agenda, I have conducted a more detailed review of the potential terms of the proposed Request for Proposal (RFP) to supplement my previous memorandum of February 23rd, 2018.

At issue are two proposed terms of the RFP:

(1) A term that offers the successful bidder an opportunity to negotiate the purchase of the inventory of the current tenants.

(2) A term that permits the current tenants to participate in the evaluation and selection process by stating "[T]he successful bidder will, on acceptance by City and the current Lessee …."

As part of the review, I have consulted extensively with other municipalities, including a procurement expert. Although there does not appear to be a specific legal prohibition against the inclusion of the terms, the terms could be construed to be at odds with basic principles of fairness and arm's length business transactions.

Based on these discussions, I would recommend an extremely cautious approach to the inclusion of terms that would extend an opportunity to the successful bidder to either purchase the current tenant's inventory or to allow the current tenants to participate in the selection process. Those terms are subject to legal and ethical challenges because they serve little or no municipal purpose.

In regard to the purchase of the inventory, Florida Constitution, Article VII, section 10, prohibits a municipality from using its credit or influence to benefit a private entity. The purpose of this section is to protect public funds and resources from being exploited in assisting or promoting private ventures when the public would at most be incidentally benefitted.

A challenger to the bid award could well claim that the City used its authority and resources to benefit a private entity's interests by requiring the bidder to purchase the current tenant's inventory. Caution should be exercised to ensure that opportunity does not translate to requirement in the eyes of a prospective bidder.

As to the second issue regarding participation of the current tenants in the selection process, most municipalities prohibit any individual or entity with a financial interest in the results from participating in the reviewing, ranking and selection of proposals. As a practical example, a person who has placed a bet on the outcome of a sporting event is not permitted to referee the game. It, therefore, becomes less of a matter of law and more of a matter of fundamental fairness and ethics.

Similarly, the City's Code at section 2-72(b) states that "[i]t shall be unethical for any city employee to participate directly or indirectly in a procurement contract when the city employee knows that: (1) [t]he city employee or any member of the city employee's immediate family has a financial interest pertaining to the procurement contract."

The City should extend this principal to any participant in the procurement process with a financial interest in order to ensure that there is no unfair advantage; be it real or perceived.

Any participation by an individual with a financial interest in the procurement process exposes the City to a bid award challenge based on the real or perceived bias, prejudice and/or unfair self-interest of the participating individual because of that very same financial interest.

Alternatively, the City could include a provision in the RFP that would allow the successful bidder, at its option, to contract separately with the current tenant for the purchase of its inventory. The City should not, however, be a party to these negotiations or any resulting contract.

cc Nicholas C. Mimms, P.E., City Manager
Linda Cox, City Clerk
Johnna Morris, Finance Director

tabbies

EXHIBIT

"A-2"




M:\HOLD\LITTLE JIM BAIT.dwg

| | | | | | | |
|---|---|---|---|---|---|---|
| CITY OF FORT PIERCE<br>DEPARTMENT OF ENGINEERING | A PARCEL OF LAND TO BE LEASED<br>TO LITTLE JIM BAIT & TACKLE SHOP | DATE: 6-9-08<br>SCALE: 1" = 30'<br>DRAWN: | N<br>W E<br>S | No. DATE BY REVISIONS | SHEET 1 OF 1 |

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

**MEMORANDUM**

**TO:** **Nicholas C. Mimms, P.E., City Manager**

**FROM:** **Paul Thomas, CBO, CFM, Building Official**

**RE:** **Little Jim Bridge Inquiry**

**DATE:** **April 26, 2018**

In response to your inquiry regarding the Little Jim Bridge property being in a COBRA zone, please see the attached memorandum from our CRS Coordinator.

Should you have questions, please let us know.

PT/km

Enclosure

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TO : **Paul Thomas, CBO, CFM, Building Official**

FROM : **Kristie Kirstein, CFM, CRS Coordinator**

RE : **Little Jim Bridge Bait and Tackle**

DATE : **April 25, 2018**

The above-referenced property is located within a Special Flood Hazard Area (SFHA) and lies in an Otherwise Protected Area (OPA) which is part of the Coastal Barriers Resource System (CBRS). The Coastal Barriers Resource Act (CBRA) restricts federal programs that encourage development on coastal barrier islands.

- CBRS are areas predominantly comprised of privately owned areas intended to follow the geomorphic (cycle of erosion) development or cultural features.

- OPAs are predominantly comprised of conservation and/or recreation areas such as national wildlife refuges, state and national parks, local conservation areas and private conservation areas. Primarily for wildlife refuge, sanctuary, recreational, for natural resource conservation purposes.

The only restriction on properties in the OPA is the ability to obtain national flood insurance.

*Existing buildings* located in the OPA may be eligible for subsidized flood insurance under the National Flood Insurance Program if:

- The building was built prior to November 16, 1991.
- The building has not been substantially damaged or substantially improved after November 16, 1991. (Substantially damaged or improved is when the cost of reconstruction and/or addition to a structure equals or exceeds a sixty-month cumulative total of fifty (50) percent of the market value of the structure.)

*New buildings or buildings that have been substantially damaged or substantially improved after November 16, 1991*, would be subject to CBRA's flood insurance restrictions. However, structures being used in a manner consistent with the purpose for which the area is protected would be eligible for flood insurance i.e.:

- Park restrooms
- Visitor centers
- Other conservation/recreation facilities

While federal assistance such as federally regulated loans and disaster assistance are not prohibited in OPA's, some types of federal assistance programs require the recipient to purchase and maintain flood insurance.

In the case of Little Jim Bridge, the only restriction would be if the City or the lessee were to accept federal assistance in the form of a federal loan or disaster assistance. In this case, securing flood insurance through a private insurance company could be required (since federally funded flood insurance is not permissible) and could be very costly.

Due to the high cost of private flood insurance, it is our recommendation that a stipulation be placed in the lease agreement that if federal assistance is accepted by the lessee, it will be the lessee's responsibility to purchase and maintain flood insurance as required by the assistance program.

I researched how to possibly remove this property (and other similar properties) from the CBRS/OPA; however, the U.S. Fish and Wildlife expressed that their office would not recommend this property be removed from the boundaries of the CBRS.

The criteria for modifying the boundaries of the CBRS or OPA can only be revised by federal congressional action, with three (3) minor exceptions:

- The CBRA 5-year review requirement that solely considers changes that have occurred to the CBRS by natural forces such as erosion and accretion.
- Voluntary additions to the CBRS by property owners.
- Additions of excess federal property to the CBRS.

**/KK**

# Treasure Coast Title & Escrow

426 Avenue A · Fort Pierce, FL 34950
(772) 461-7190 · Fax (772) 461-0487

PROPERTY INFORMATION REPORT

(Ownership and Encumbrances Search)

Chicago Title Insurance Company has caused to be made a search of the Public Records of St. Lucie County, Florida, ("Public Records"), from 05/30/1988, through 05/30/2018 5:00 PM, as to the following described real property lying and being in the aforesaid County, to-wit:

A tract or parcel of land located in Section 35, Township 34 South, Range 40 East, St, Lucie County, Florida, and being part of Tract No. 1, Fort Fierce Harbor Project, Florida (Portion of Tract No. 8801-E-MSAL-6-1CW, Jacksonville, to Miami, Florida), as Surveyed by Albritton, Fowler and Kirby, Inc. Oct. 1989, and described as follows:
Commencing at the Northwest Corner of Section 35, Township 34 South, Range 40 East, and run S89°49'01"E, 1556.56 feet to a point on said Section Line; Thence S00°10'59"W, 1908.70 feet to the Place of Beginning; Thence from said Point of Beginning, N58°59'38"E, 166.32 feet; Thence S75°40'00"E, 200.00 feet; Thence S54°07'50"W, 159.37 feet to the high water/vegetation mark; Thence continuing in a Southerly direction along said high water/vegetation mark the following courses and distances S84°49'25"W, 52.31 feet; S70°54'43"W, 140.75 feet; S54°05'42"W, 25.90 feet; N35°54'18"W, 72.65 feet; N32°50'14"E, 76.58 feet, to the Point and Place of Beginning

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

City of Fort Pierce, Florida, a Municipal corporation

by virtue of Deed recorded in Deed Book 81 page 111

The following liens against the said real property recorded in the aforesaid Public Records have been found:

None

For Information

1. Phosphate, Minerals, Metals and Petroleum Reservations and Reservation of Road Rights of Way in favor of the State of Florida, through the Trustees of the Internal Improvement Fund, as set forth in that certain Deed recorded July 24, 1929 in Deed Book 81, Page 111. (Note: As to said reservation, the reservation for mining and exploration have been modified by the release of the right of entry into the insured premises, as contained in Section 270.11 of the Florida Statutes)

2. Grant in Perpetuity for Deposit of Spoil in Connection with the Maintenance of Fort Pierce Harbor recorded January 12, 1937, in Deed Book 90, Page 37.

3. Grant in Perpetuity for Deposit of Spoil in Connection with the Maintenance of Fort Pierce Harbor recorded September 30, 1958 in Deed Book 241 page 25

4. Lease Agreement recorded April 30, 1992, in Official Records Book 787, Page 2909.

# Treasure Coast Title & Escrow

426 Avenue A · Fort Pierce, FL 34950
(772) 461-7190 · Fax (772) 461-0487

5. Lease of Little Jim Bridge Fish Camp Property recorded August 5, 1993, in Official Records Book 853, Page 2073.

NOTE: 2017 Real Property Taxes in the gross amount of $453.60 are paid, under Tax I.D. No. 1434-100-0000-020/9.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Addressee(s) only, and it may not be used or relied upon by any other party. This Report may not be used by a Chicago Title Insurance Company agent for the purpose of issuing a Chicago Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Fee & Fee, PLLC
DBA Treasure Coast Title & Escrow

Frank H. Fee, IV, Esquire

# Treasure Coast Title & Escrow

426 Avenue A • Fort Pierce, FL 34950
(772) 461-7190 • Fax (772) 461-0487

June 25, 2018

City of Fort Pierce
Attn: Margaret M. Arraiz, Code Compliance Manager
100 North US 1
Fort Pierce, FL 34950

RE: City of Fort Pierce
Parcel ID No. 1434-100-0000-020/9
File No. 18-098

| | | |
|---|---|---|
| Ownership & Encumbrances Search: | $ | 180.00 |

TRUSTEES OF THE INT. IMP. FUND OF FLA. TO CITY OF FORT PIERCE

INTERNAL IMPROVEMENT FUND, STATE OF FLORIDA

DEED NO. 17, 895.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Section 1061 of the Revised General Statutes of Florida, and according to the provisions and procedure provided for in Section 1062 of the Revised General Statutes of Florida, and for and in consideration of the sum of Five Thousand Nine Hundred Forty-Five & 37/100 Dollars, to them in hand paid by City of Fort Pierce St. Lucie County, Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said City of Fort Pierce in St. Lucie County, Florida, and its successors, for public and municipal purposes only, forever, the following described lands, to-wit:

Beginning at a point on the North boundary of Section 34, Township 34 South, Range 40 East, 2,008 feet West of the N. E. Corner;

Run South 3,000 feet;

Thence South 41 degrees, 25 minutes, East, 3,041 feet to S. E. corner of Section 34; thence East along South boundary of Sec. 35, 1,200 feet;

Thenbe North 74 degrees 00 minutes East 3,200.00 feet;

Thence North 24 degrees 00 minutes East 800.00 feet;

Thence North 57 degrees 11 minutes West 2,709.00 feet;

Thence North 18 degrees 06 minutes West 2228.60 feet;

Thence North 75 degrees 12 minutes West 615.60 feet;

Thence South 59 degrees 23 minutes West 166.50 feet;

Thence North 67 degrees 23 minutes West 984.10 feet;

Thence North 54 degrees 01 minute East 128.00 feet;

Thence North 43 degrees 43 minutes East 734.80 feet;

Thence North 20 degrees 06 minutes East 537.20 feet;

Thence North 81 degrees 18 minutes West 345.80 feet;

Thence South 55 degrees 56 minutes West 300.00 feet;

Thence South 40 degrees 14 minutes West 200.00 feet;

Thence South 17 degrees 00 minutes West 137.90 feet;

Thence South 66 degrees 28 minutes West 887.10 feet;

Thence South 78 degrees 47 minutes West 64.20 feet;

Thence North 47 degrees 12 minutes West 1,362.00 feet;

Thence West 1,008.00 feet;

to the point of beginning as above described; containing 475.65 acres, more or less. All lying and being in Sections 34 and 35, Township 34 South, Range 40 East, St. Lucie County, Florida.

The same being Tract No. 5 Saint Lucie County, Submerged lands of Internal Improvement Fund of the State of Florida.

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 1061 of the Revised General Statutes of Florida, unto the said City of Fort Pierce and its successors, for public and municipal purposes only forever.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided

three-fourth interest in all the phosphate, mineral and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals and have caused the seal of the DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 28th. day of May, A. D. Nineteen Hundred and Twenty-Nine.

(Seal of Dept. of Agr. State of Fla.)

Doyle E. Carlton Governor. (SEAL)
Ernest Amos Comptroller. (SEAL)
W. V. Knott Treasurer. (SEAL)
Fred H. Davis Attorney-General (SEAL)
Nathan Mayo Commissioner of Agriculture. (SEAL)

Filed and recorded this 24 day of July, A. D. 1929, at 9 A. M.

(Ct. Ct. Seal)

P. C. Eldred, Clerk Circuit Court
By Cornelia Keen D. C.

.....

FLEM C. DAME SPECIAL MASTER TO CITY OF FT. PIERCE

MASTER'S DEED

THIS INDENTURE, Made the 6th day of May, 1929, between FLEM C. DAME, as SPECIAL MASTER IN CHANCERY, of the first part, and CITY OF FORT PIERCE, a municipal corporation of Florida, of the second part:

WHEREAS, the Circuit Court of the 21st Judicial Circuit of the State of Florida, in and for the County of St. Lucie, in Chancery, on the 8th day of March, 1929, among other things ordered, adjudged and decreed, in a certain cause then pending in the said Court, between FRANCES L. MCCARTY, as Guardian of the minor heirs of D. T. MCCARTY, deceased, complainant, and A. C. HYMN, ET UX., ET AL defendants, that the mortgaged premises mentioned in said decree, and hereinafter particularly described, be sold by said Master, at public auction, the said Master first giving four weeks' notice notice of the time and place of sale, in a newspaper published at Fort Pierce, Florida, in the said State, to-wit, the Fort Pierce News-Tribune.

AND WHEREAS, the said Special Master, Flem C. Dame, and party of the first part to these presents, in pursuance of the said order and decree of the said Court in Chancery, did, on the 6th day of May, 1929, sell at public auction the said mortgaged premises, hereinafter particularly described, having first given previous notice of the time and place of sale, with a description of the said premises, agreeable to the order aforesaid; at which sale the said mortgaged premises, hereinafter particularly described, were sold to the said party of the second part for the sum of NINE HUNDRED TWENTY-FOUR & 48/100 ($924.48) dollars, that being the highest sum bidden for the same.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Special Master, in order to carry into effect the said sale so made as aforesaid, in pursuance of the said decree of the said Court of Chancery, in consideration of the premises, and of the said sum of NINE HUNDRED TWENTY-FOUR & NO/100 ($924.48) dollars, paid at the time of the execution hereof, by the said

# GRANT IN PERPETUITY FOR DEPOSIT OF SPOIL IN CONNECTION WITH THE MAINTENANCE OF FORT PIERCE HARBOR ST. LUCIE COUNTY, FLORIDA

City of Fort Pierce to United States of America

MSA SL-6

STATE OF FLORIDA )
COUNTY OF ST. LUCIE) ss

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by an instrument, called a grant, dated November 28th, 1936, filed January 12th, 1937; Register 8874 in Deed Book 90, Page 37, St. Lucie County Records, the City of Fort Pierce, Florida, called the Grantor in said instrument, did grant and convey to the United States the perpetual right and easement to deposit upon that certain tract of land (which is fully described in the aforesaid grant) spoil and/or other material dredged by the United States incident to the improvement of the turning basin and channels of Fort Pierce Harbor in accordance with reports published in House Document No. 21, 74th Congress, 1st Session, and

WHEREAS, the Intracoastal Waterway from Jacksonville to Miami, Florida, duly adopted and authorized by Congress as a Federal project by the River and Harbor Acts of January 21, 1927, and July 3, 1930, traverses the aforesaid harbor, and is an important auxiliary element in the commerce and navigation of the said harbor, and

WHEREAS, in the River and Harbor Act of Congress approved March 2, 1945, provision was made for the further improvement of the said Intracoastal Waterway in accordance with report published in House Document No. 740, 79th Congress, 2nd Session, subject to the condition, among others, that local interests provide spoil disposal areas needed for new work and for subsequent maintenance when and as required;

NOW. THEREFORE, in consideration of the benefits to accrue to the Grantor as the result of the improvement and maintenance of the said Waterway as an important auxiliary element of the aforenamed harbor, and in order to facilitate the United States in the improvement and maintenance of the aforesaid Waterway, the Grantor does hereby extend the scope of the basic grant hereinabove first mentioned (Register 8874), and does hereby grant and convey to the United States the perpetual right and easement to deposit spoil or dredged material upon any portions of the tract described in the basic grant hereinabove first mentioned, subject, however, to the terms and/or conditions applicable to the deposit of material dredged incident to the improvement of the harbor, all as set forth in the aforesaid grant.

IN WITNESS WHEREOF, we, the Mayor-Commissioner and the City Clerk of the City of Fort Pierce, Florida, in accordance with authorization by a resolution adopted by the City Commission of the City of Fort Pierce, Florida, assembled in regular meeting the 9th day of June, 1958, have caused this instrument to be executed and have subscribed hereunto the name of said city and affixed hereunto and attested the corporate seal of said city, in the presence of witnesses on this 10th day of June A. D. 1958.

Signed, sealed and delivered in the presence of

Approved as to Form & Correctness

By Attorney

CITY OF FORT PIERCE, GRANTOR

By: Mayor-Commissioner

Attest: City Clerk

D.1.02'

RESOLUTION NO. 1773

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the Mayor-Commissioner and Director of Finance be and they are hereby authorized and directed to execute a Grant in Perpetuity for deposit of spoil in connection with the maintenance of Fort Pierce Harbor, St. Lucie County, Florida, with the United States of America.

This is to certify that the above and foregoing is a true and accurate copy of Resolution No. 1773 unanimously passed by the City Commission of the City of Fort Pierce at a regular meeting held June 9, 1958.

Witness my hand and official seal of the City of Fort Pierce, this the 10th day of June, A.D. 1958.

D. C. Lusby
CITY CLERK

(SEAL)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day appeared before me, an officer duly authorized to administer oaths and take acknowledgments Bernard Rubin and D. C. Huskey to me well known and known to me to be the persons described in and who executed the foregoing deed and they acknowledged before me that they executed the same freely and voluntarily for the purposes expressed; and that they are the Mayor-Commissioner and City Clerk, respectively, of the City of Fort Pierce, Florida, a corporation organized and existing under the laws of the State of Florida, that as such officers they are duly authorized to execute said instrument as aforesaid, and that said instrument is the act and deed of said corporation.

Witness my hand and official seal at Fort Pierce, County and State aforesaid, this 10th day of June, A. D. 1958.

Rabbie C. Dellow

Notary Public, State of Florida at Large - -
My Commission expires - 8-28-58

CLERK FILE NO. 69355 FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, ON THE 30 DAY OF September A. D. 1958 AT 4:56 O'CLOCK P. M. AND RECORDED IN Deed BOOK NO. 241 PAGES 25-27
AND RECORD VERIFIED.
W. C. BAGGETT, CLERK CIRCUIT COURT, ST. LUCIE COUNTY, FLA.
BY Rachel Corbett D. C.

THE STATE OF FLORIDA )
COUNTY OF ST. LUCIE )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments Alto Adams and his wife Carra Adams, to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY that the said Carra Adams, known to me to be the wife of the said Alto Adams, on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Fort Pierce, County of St. Lucie, and State of Florida, this 18th day of November A.D. 1936

(Notary seal)

Helen S. Groh (Enna)
Notary Public
My commission expires July 31, 1939

COMMISSIONERS MINUTES BOOK 6 PAGE 337

Filed and recorded this the 6th day of January A.D. 1937 at 2:25 P.M.

(Ct.Ct. seal)

W.R. LOTT, CLERK CIRCUIT COURT

Record Verified

BY Jessie Hambleton D.C.

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8874 GRANT IN PERPETUITY FOR DEPOSIT OF SPOIL IN CONNECTION WITH THE MAINTENANCE OF FORT PIERCE HARBOR, ST. LUCIE COUNTY, FLORIDA

City of Fort Pierce. to United States of America

STATE OF FLORIDA )
COUNTY OF ST. LUCIE ) ss.

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, in the River and Harbor Act of Congress, approved August 30, 1935, provision was made for deepening and widening the turning basin and the channels at the inlet and across the Indian River, Fort Pierce Harbor, Fla., in accordance with reports submitted in House Document No. 21, Seventy-Fourth Congress, first session, subject to the condition, among others that local interests provide suitable areas for the disposal of dredged material during construction and subsequent maintenance, and

WHEREAS, the undersigned Grantor is the true and lawful owner of the certain tract or parcel of land situated in St. Lucie County, State of Florida, more particularly designated as follows:

Beginning at a point on the north boundary of Section 34, Township 34 South, Range 40 East, 8,008 feet West of the NE corner; run South 3,000 feet; thence South 41 degrees 26 minutes East 3,041 feet to SE corner of Section 34; thence East along South boundary of Section 35, 1,800 feet; thence North 74 degrees 00 minutes East 3,200.00 feet; thence North 84 degrees 00 minutes East 800.00 feet; thence North 57 degrees 11 minutes West 8,709.00 feet; thence North 16 degrees 05 minutes West 888.60 feet; thence North 75 degrees 18 minutes West 615.60 feet; thence South 59 degrees 23 minutes West 166.50 feet; thence North 67 degrees 23 minutes West 984.10 feet; thence North 54 degrees 01 minute East 128.00 feet; thence North 43 degrees 45 minutes East 734.80 feet; thence North 20 degrees 06 minutes East 537.80 feet; thence North 81 degrees 18 minutes West 345.80 feet; thence South 55 degrees 56 minutes West 300.00 feet; thence South 40 degrees 14 minutes West 800.00 feet;

thence South 17 degrees 00 minutes West 137.90 feet; thence South 66 degrees 22 minutes West 887.10 feet; thence South 72 degrees 47 minutes West 64.20 feet; thence North 47 degrees 12 minutes West 1,362.00 feet; thence West 1,008.00 feet to the point of beginning as above described; containing 475.63 acres, more or less. All lying and being in Sections 34 and 35, Township 34 South, Range 40 East, St. Lucie County, Florida; the same being Tract No. 3, St. Lucie County, submerged lands of Internal Improvement Fund of the State of Florida, deeded to the City of Fort Pierce by the State of Florida, recorded in Deed Book 81, page 111, in the current public records of St. Lucie County, Florida, as is more clearly shown on plat attached hereto and made a part of this description, and

WHEREAS, the Grantor has the right and power to execute this covenant and release,

NOW, THEREFORE, in consideration of the benefits to accrue to the Grantor in added convenience for the use of said harbor and the enhanced value that will result to the lands of the Grantor as the result of the enlargement and maintenance thereof, and in order to facilitate the United States in the enlargement and maintenance of the said harbor, the Grantor hereby grants and conveys to the United States the perpetual right and easement to deposit spoil or dredged materials upon any portions of the above described tract, provided that no spoil or dredged material shall be placed on any area above 7 feet in elevation from local mean low water at the time such deposit is commenced, and the further perpetual right and easement to enter upon and lay temporary pipe lines upon and across those portions of the above described tract to which the above provision may at any time apply, provided that no permanent damage shall thereby be done to improvements on those portions of the tract,

RESERVING however, to the City of Fort Pierce and its assigns the right to improve, sell, lease, or otherwise dispose of any portions of the tract which may at any time be above 7 feet in elevation above local mean low water, and all such other rights and privileges that may be enjoyed without interferring with or abridging the right and easement hereby conveyed to the United States.

The said Grantor hereby waives and releases the United States of America, its officer, agents, servants and contractors from liabilities for any and all damages which may result to the lands and premises hereinabove described by reason of the enlargement and maintenance of said harbor and the deposit of dredged material; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding on the Grantor and its successors in ownership of said land.

IN WITNESS WHEREOF, we, the Mayor-Commissioner and City Clerk of the City of the City of Fort Pierce, Florida, in accordance with authorization by a resolution adopted by the City Commission of the City of Fort Pierce, Florida, assembled in regular meeting the 12th day of February A.D. 1936 have caused this instrument to be executed and have subscribed hereunto the name of said city and affixed hereunto and attested the corporate seal of said city, in the presence of witnesses on this 28th day of November A.D. 1936

Signed, sealed and delivered in our presence
E.O. Denison
C.F. Ordway

(corporate seal)

City of Fort Pierce, Grantor
By J.K. Walker,
Mayor-Commissioner
Attest:
H.M. Horton,
City Clerk

State of Florida
County of St. Lucie

I hereby certify that on this day appeared before me, an officer duly authorized to administer oaths and take acknowledgments J.K. Walker and H.M. Horton to me well known and known to me to be the persons described in and who executed the foregoing deed and they acknowledged before me that they executed the same freely and voluntarily for the purposes ~~therein~~ expressed, and that they are the Mayor-Commissioner and City Clerk, respectively of the City of Fort Pierce, Florida, a corporation organized and existing under the laws of

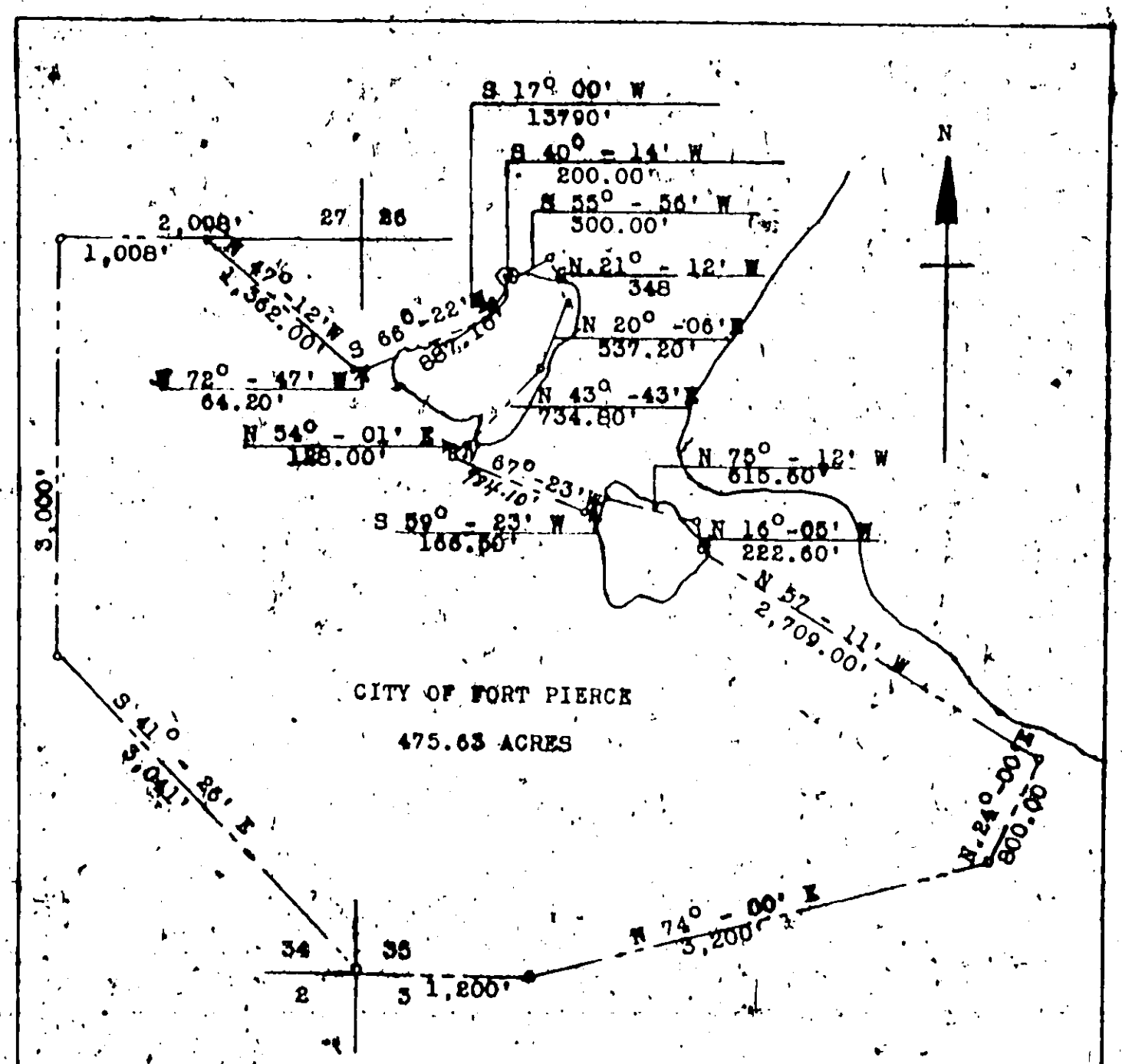
the State of Florida, that as such officers they are duly authorized to execute said instrument as aforesaid, and that said instrument is the act and deed of said corporation.

Witness my hand and official seal at Fort Pierce, County and State aforesaid, this 28 day of Nov. A.D. 1936

(Notary seal)

C.F. Ordway

Notary Public, State of Florida at Large
My commission expires Dec. 30, 1936




All lying in Sections 34 and 35, Township 34 South, Range 40 East, St. Lucie County, Florida.

FORT PIERCE HARBOR, FLA.
PERMANENT SPOIL AREA GRANT
CITY OF FORT PIERCE GRANTOR
SCALE - 1: 12,000
DEC. 1936
File No. 4 - 13 - 10,600.

Filed and recorded this the 12th day of January A.D. 1937 at 2:53 P.M.

(Ct.Ct. seal)

W.H. LOTT, CLERK CIRCUIT COURT

BY Jessie Hazelton D.C.

Record Verified

TRUSTEES OF THE INT. IMP. FUND OF FLA. TO CITY OF FORT PIERCE

INTERNAL IMPROVEMENT FUND, STATE OF FLORIDA

DEED NO. 17, 895.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Section 1061 of the Revised General Statutes of Florida, and according to the provisions and procedure provided for in Section 1062 of the Revised General Statutes of Florida, and for and in consideration of the sum of Five Thousand Nine Hundred Forty-Five & 37/100 Dollars, to them in hand paid by City of Fort Pierce St. Lucie County, Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said City of Fort Pierce in St. Lucie County, Florida, and its successors, for public and municipal purposes only, forever, the following described lands, to-wit:

Beginning at a point on the North boundary of Section 34, Township 34 South, Range 40 East, 2,008 feet West of the N. E. Corner;

Run South 3,000 feet;

Thence South 41 degrees, 25 minutes, East, 3,041 feet to S. E. corner of Section 34; thence East along South boundary of Sec. 35, 1,200 feet;

Thenbe North 74 degrees 00 minutes East 3,200.00 feet;

Thence North 24 degrees 00 minutes East 800.00 feet;

Thence North 57 degrees 11 minutes West 2,709.00 feet;

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Thence North 75 degrees 12 minutes West 615.60 feet;

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Thence North 67 degrees 23 minutes West 984.10 feet;

Thence North 54 degrees 01 minute East 128.00 feet;

Thence North 43 degrees 43 minutes East 734.80 feet;

Thence North 20 degrees 06 minutes East 537.20 feet;

Thence North 81 degrees 18 minutes West 345.80 feet;

Thence South 55 degrees 56 minutes West 300.00 feet;

Thence South 40 degrees 14 minutes West 200.00 feet;

Thence South 17 degrees 00 minutes West 137.90 feet;

Thence South 66 degrees 28 minutes West 887.10 feet;

Thence South 78 degrees 47 minutes West 64.20 feet;

Thence North 47 degrees 12 minutes West 1,362.00 feet;

Thence West 1,008.00 feet;

to the point of beginning as above described; containing 475.65 acres, more or less. All lying and being in Sections 34 and 35, Township 34 South, Range 40 East, St. Lucie County, Florida.

The same being Tract No. 5 Saint Lucie County, Submerged lands of Internal Improvement Fund of the State of Florida.

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 1061 of the Revised General Statutes of Florida, unto the said City of Fort Pierce and its successors, for public and municipal purposes only forever.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided

three-fourth interest in all the phosphate, mineral and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals and have caused the seal of the DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 28th. day of May, A. D. Nineteen Hundred and Twenty-Nine.

(Seal of Dept. of Agr. State of Fla.)

Doyle E. Carlton Governor. (SEAL)
Ernest Amos Comptroller. (SEAL)
W. V. Knott Treasurer. (SEAL)
Fred H. Davis Attorney-General (SEAL)
Nathan Mayo Commissioner of Agriculture. (SEAL)

Filed and recorded this 24 day of July, A. D. 1929, at 9 A. M.

(Ct. Ct. Seal)

P. C. Eldred, Clerk Circuit Court
By Cornelia Keen D. C.

.....

FLEM C. DAME SPECIAL MASTER TO CITY OF FT. PIERCE

MASTER'S DEED

THIS INDENTURE, Made the 6th day of May, 1929, between FLEM C. DAME, as SPECIAL MASTER IN CHANCERY, of the first part, and CITY OF FORT PIERCE, a municipal corporation of Florida, of the second part:

WHEREAS, the Circuit Court of the 21st Judicial Circuit of the State of Florida, in and for the County of St. Lucie, in Chancery, on the 8th day of March, 1929, among other things ordered, adjudged and decreed, in a certain cause then pending in the said Court, between FRANCES L. MCCARTY, as Guardian of the minor heirs of D. T. MCCARTY, deceased, complainant, and A. C. HYMN, ET UX., ET AL defendants, that the mortgaged premises mentioned in said decree, and hereinafter particularly described, be sold by said Master, at public auction, the said Master first giving four weeks' notice notice of the time and place of sale, in a newspaper published at Fort Pierce, Florida, in the said State, to-wit, the Fort Pierce News-Tribune.

AND WHEREAS, the said Special Master, Flem C. Dame, and party of the first part to these presents, in pursuance of the said order and decree of the said Court in Chancery, did, on the 6th day of May, 1929, sell at public auction the said mortgaged premises, hereinafter particularly described, having first given previous notice of the time and place of sale, with a description of the said premises, agreeable to the order aforesaid; at which sale the said mortgaged premises, hereinafter particularly described, were sold to the said party of the second part for the sum of NINE HUNDRED TWENTY-FOUR & 48/100 ($924.48) dollars, that being the highest sum bidden for the same.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Special Master, in order to carry into effect the said sale so made as aforesaid, in pursuance of the said decree of the said Court of Chancery, in consideration of the premises, and of the said sum of NINE HUNDRED TWENTY-FOUR & NO/100 ($924.48) dollars, paid at the time of the execution hereof, by the said

Rec Fee $ 24.00 DOUGLAS D.XON
Doc Assump $ _____ St Lucie County
Doc Tax $ _____ Clerk Circuit Court
Int Tax $ _____ By _____
Deputy Clerk
T... $ 24.00

1178028

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made and entered into this 1st day of March, 1992, in duplicate, by and between the **CITY OF FORT PIERCE, FLORIDA**, a Municipal Corporation, hereinafter referred to as "Lessor", and **ALAN MINER and ROBERTA MINER d/b/a LITTLE JIM BAIT AND TACKLE**, hereinafter referred to as "Lessee".

**WITNESSETH:**

**FOR AND IN CONSIDERATION** of the mutual promises, covenants and conditions herein contained to be kept and performed by each of the parties hereto, the parties hereto agree as follows:

1. Lessor hereby leases to the Lessee under the terms and conditions contained herein, that property lying and being in the City of Fort Pierce, St. Lucie County, Florida, more specifically described as follows:

> Said property described in Exhibit A as attached hereto and incorporated by reference herein.

2. This Lease shall commence on the 1st day of March, 1992 and end on the 28th day of February, 1993, unless terminated earlier as hereinafter provided.

3. There is no option to renew contained in this Lease. However, this condition will not preclude the Lessee from applying to the Lessor for a new Lease at the end of the term or from participating in a bidding process if that is initiated by the Lessor in determining who shall lease this property in the future.

4. The Lessee covenants and agrees to pay in legal tender and lawful money of the United States, without demand, the monthly rental of $100.00 per month. Said payments are to commence on March 1, 1992 and on the first of each month thereafter until the termination of this Lease. The monthly rental paid in this Lease also includes other considerations. One of these considerations is the settlement of a lawsuit entitled City of Fort Pierce, Florida, Plaintiff vs. Alan Miner and Roberta Miner, Defendants, Case No. 91-528-CA-13. There are still issues pending in this lawsuit dealing with a claim for the value of improvements constructed on the demised premises by the Lessee and a claim for rental or use of the premises by the Lessee for many years, said claim being by

PREPARED BY AND RETURN TO: E
JOHN T. BRENNAN, ESQUIRE
P. O. Box 1480
Fort Pierce, FL 34954



OR BK 0787 PAGE 2909

the Lessor, and has been agreed by and between the parties that all claims dealing with said lawsuit will be settled and as part of the consideration for this one year Lease and a stipulation will be entered into upon the execution of this Lease agreeing to the dismissal of the lawsuit and all claims still remaining therein.

5. The Lessor shall have access to the demised premises to conduct reasonable investigations both of the property described herein and also as to other property owned by the Lessor of which the above described parcel is a small piece. The Lessor shall also have the right to investigate, examine and inspect the structures, buildings and other improvements located on the demised premises. Said right shall be exercised in a reasonable manner and shall be accomplished in such a way as not to interfere with the business operations of the Lessee.

6. The Lessee further covenants and agrees to maintain said property, and to keep said property in good appearance.

7. The Lessee shall provide and maintain liability insurance coverage on the described premises, listing the Lessor on said policy, in the amount of $100,000/300,000. The Lessee shall furnish proof of insurance to the Director of Finance located in the City Hall of the City of Fort Pierce.

8. The Lessee may not assign this Lease or sublet the whole or any part of the demised premises without the written approval of the City Commission of the City of Fort Pierce, Florida.

9. The Lessee covenants and agrees to make no improper or illegal use of the demised premises and to conduct a business located thereon in a legal and proper manner.

10. The Lessee agrees to make necessary repairs to both the docks and the buildings, if required to do so to bring said structures up to City minimum code requirements. The Lessee further agrees that at no time will they allow mechanic's liens to be filed against said property, nor shall they in any way place a mortgage or any lien against said property for any repairs or for any loans that they might acquire.

11. The Lessee agrees to maintain current registrations, permits and licenses with the DER, DNR or other State agency.

12. The Lessee also agrees to obtain an occupational license and



OR BK 0787 PAGE 2910

Lessor agrees to furnish an occupational license for the one year period of this Lease.

13. The Lessee presently operates a fishing, tackle and bait store on said premises and Lessee agrees that they will and do hereby indemnify and save harmless the Lessor from any and all liability, damage, expense, cost of action, suits, claims or judgments for injury to persons or property of any and every nature arising out of the use of the demised premises, including the docks, the building and other structures located thereon or arising out of the management or control of said property.

14. The Lessee further agrees that it will not mortgage or sublet or in any way cause an easement to be placed on the above described property.

15. If at any time the Lessee fails to make the payments required hereunder or violates any of the covenants or provisions of this Lease, then a default shall occur and the Lessor shall have the right to immediate possession of said premises. In the event a lawsuit or legal action is necessary, the Lessee shall be responsible for reasonable attorney's fees and costs to the attorneys for the Lessor, including a reasonable cost for handling any appeals that are required.

16. Upon the termination of this Lease, the Lessee can remove all personal property, including equipment, located on the demised premises. The buildings and the docks will remain and will not be damaged or in any way diminished in value by the removal of said personal belongings or equipment by the Lessee. The Lessor can negotiate with the Lessee for the purchase of equipment or personal belongings that Lessee may desire to leave on the premises. If a satisfactory arrangement cannot be reached between the parties, then said property shall be removed.

17. The Lessor retains an easement on the premises described herein to maintain or improve any utilities which may be located in, over, on or above said property or on adjacent property owned by the Lessor.

18. The Lessee shall pay any real property taxes assessed against the leased premises. The Lessor shall join the Lessee in any application for tax exempt status for the leased premises.

19. Any change of use of said premises from the present existing use or any major improvements or changes in the docks, buildings or other



OR BK 0787 PAGE 2911

structures located on the premises must first be approved in writing by the Lessor.

20. The Lessee shall be responsible for maintenance of the docks, buildings and structures located on the demised premises and shall bring said structures up to Code if they are not already up to Code.

21. The Lessee shall be responsible for the payment of all utilities.

22. This Lease may be recorded by either party.

**IN WITNESS WHEREOF**, the Lessor and the Lessee have caused these presents to be executed, in duplicate, in their names and proper seals affixed where appropriate, and said execution is duly and properly authorized at the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____

_____
As to Lessor

CITY OF FORT PIERCE, FLORIDA
a Municipal Corporation

By: _____
Mayor-Commissioner

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
City Attorney

Signed, sealed and delivered
in the presence of:

_____

_____
As to Lessee

By: _____
Alan Miner, d/b/a Little
Jim Bait and Tackle
601 North Beach Causeway
Fort Pierce, FL 34949

_____

_____
As to Lessee

By: _____
Roberta Miner, d/b/a Little
Jim Bait Tackle
601 North Beach Causeway
Fort Pierce, FL 34949

LEGAL DESCRIPTION:

A tract or parcel of land located in Section 35, Township 34 South, Range 40 East St. Lucie County, Florida, and being part of Tract No. 1, Fort Pierce Harbor Project, Florida ( Portion of Tract No. 8801-E-MSAL-6-ICW Jacksonville to Miami, Florida ), as Surveyed by Albritton, Fowler and Kirby, Inc. Oct. 1989, and described as follows:

Commenceing at the Northwest Corner of Section 35, Township 34 South, Range 40 East, and runs S89°-49'-01"E, 1556.56 feet to a point on said Section Line; Thence S00°-10'-59"W, 1908.70 feet to the Place of Beginning; Thence from said Point of Beginning, N58°-59'-38"E, 166.32 feet; Thence S75°-40'-00"E, 200.00 feet; Thence S54°-07'-50"W, 159.37 feet to the high water/vegetation mark; Thence continuing in a Southerly direction along said high water/vegetation mark the following courses and distances: S84°-49'-25"W, 52.31 feet; S70°-54'-43"W, 140.75 feet; S54°-05'-42"W, 358.68 feet; and S60°-10'-58"W, 189.39 feet to the Southerly R.O.W. line of State Highway Route A1A; Thence up and along the Southerly R.O.W. of said State Highway Route A1A, N41°-04'-30"E, 576.39 feet; Thence S67°-49'-12"E, 58.36 feet to the Point and Place of Beginning, containing 1.9 Acres more or less.

Excepting and reserving any rights of the public in and to State Highway Route A1A.

Being a portion of the same property over and upon which there was conveyed to the United States of America, without cost, a perpetual easement for deposit of dredged material by Grant in Perpetuity dated 28 November, 1936, of record in Deed Book 90, Page 37, of the Public Records of St. Lucie County, Florida, said grant having been executed by the City of Ft. Pierce, Florida, and by Grant in Perpetuity, dated 10 June, 1958, of record in Deed Book 241, Page 25, of the Public Records of St. Lucie County, Florida, said grant having been executed by the City of Ft. Pierce, Florida.

1178028

'92 APR 30 A11:18

FILED AND RECORDED
DOUGLAS ... CLERK
ST. LUCIE CO. ... FL

Exhibit A

OR 0787 PAGE 2913

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1265212 OR BOOK 0853 PAGE 2073
Recorded: 08-05-93 12:19 P.M.

# LEASE OF LITTLE JIM BRIDGE FISH CAMP PROPERTY

**LEASE** made this 3rd day of August, 1993, by and between **THE CITY OF FORT PIERCE**, a municipal corporation, hereinafter referred to as CITY, and **ROBERTA L. MINER**, hereinafter referred to as MINER.

**WHEREAS**, the CITY owns property lying south and east of State Highway A-1-A leading to the North Beach in an area in close proximity to what is known as Little Jim Bridge; and

**WHEREAS**, the CITY has agreed to lease a portion of that property as described on Exhibit A attached hereto containing 0.89 acres to MINER, said property generally known as the Little Jim Bridge Fish Camp or the Little Jim Bridge Bait and Tackle Shop; and

**WHEREAS**, MINER has agreed to lease said property from the CITY which includes the boat ramps, wooden deck canopy, fish camp buildings, docks, parking area and travel area; and

**WHEREAS**, the parties desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises.

**THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Term of Lease**. The CITY hereby leases to MINER for a period of five (5) years the property, buildings and docks as described herein, said property being known as the Little Jim Bridge Fish Camp or Little Jim Bridge Bait & Tackle Shop. The term of the Lease shall be for a period of five (5) years commencing May 1, 1993 and continuing through April 30, 1998.

2. **Option to Renew**. MINER shall have the option to renew this Lease on the condition that all terms and conditions have been met and will continue to be met during the term of said option. If any default occurs during the first five (5) years, this option shall be null and void. This option to renew would be for a period of five (5) years commencing May 1, 1998 and continuing through April 30, 2003. Written notice shall be served by MINER upon CITY at least six (6) months prior to the expiration of the term of this Lease notifying the CITY of the intention of MINER to renew said

PREPARED BY:
JOHN T. BRENNAN, ESQUIRE
P. O. Box 3779
Fort Pierce, FL 34948



RETURN TO:
JOHN T. BRENNAN, ESQUIRE
COURTHOUSE BOX #9

Lease. The value of any facilities located on the premises or to be constructed during the first five (5) years of the term of this Lease will not be considered in arriving at a new rental price for said property. A new base rental charge will be established.

3. **Second Option to Renew**. MINER shall have a second option to renew for an additional term of five (5) years on the condition that no default has occurred either in the original term of the Lease or during the first five (5) year option period. If no default has occurred and if all conditions have been met by MINER, then MINER shall serve written notice upon the CITY at least six (6) months prior to the expiration of the first option to renew period advising the CITY of her to desire to exercise this second option to renew for another five (5) period. Again, the value of any facilities, buildings, docks or structures that are already on the property or that are constructed on the property during the term of the Lease or option period will not be considered in arriving at a new rental price for the second option period. A new base rental charge will be established.

4. **Rent**. MINER shall pay the sum of Five Hundred Seventy-Five Dollars ($575.00) per month to the CITY OF FORT PIERCE for the rental of this property.

5. **Operation of Facility**. The City leases the land, including submerged lands which they own, the buildings, docks and parking area to MINER all as set out in the legal description that is attached hereto as Exhibit A and incorporated by reference. Also, there is attached hereto as Exhibit B a "Sketch and Description of a Parcel of Land" which shows a sketch of Parcel B and the legal description of Parcel B being the subject of this lease. These premises will be used for the operation of a bait and tackle business or a fish camp selling bait, fishing equipment of every kind and also selling groceries, beer, soda and various supplies and equipment used in fishing.

6. **Activities Prohibited**. All unlawful activities shall be prohibited and not carried on upon the leased premises. Specifically, any connection with drugs or with smuggling of drugs shall not be permitted and if that occurs a default in this Lease shall occur.

7. **Leased Premises**. The leased premises as stated above are set out in the legal description of what is known as Parcel B which is attached hereto and incorporated by reference on Exhibit A and designated as Parcel B of the Sketch which is revised map dated November 6, 1992. The rest of the CITY property including what is designated on the Sketch as Parcel A is not subject to this Lease and is not included within the demised premises.

8. **Adjustment for Cost of Living Increase**. Each year the rental charge shall be adjusted based on a cost of living increase as shown by the Consumer Price Index reflecting each year's increase from the date of this Lease to the end of each year. The base rental charge for each year will then increase according to the cost of living increase.

9. **Maintenance and Repairs of the Facilities**. MINER agrees to maintain and be responsible for the maintenance and repairs to the structures on the demised premises including the docks, fish camp building, outer buildings, fuel tanks, and parking lot. Said property shall be maintained in a proper manner and shall meet all City Code requirements. MINER shall be responsible for paying for all maintenance and repair costs. No mechanic's lien can be filed against the CITY's property by virtue of any repairs or construction done on the demised premises.

10. **Insurance, Damage and Indemnification**.

a. MINER shall maintain, during the entire term of this Agreement: (1) fire and extended coverage insurance on the buildings, docks and improvements to the maximum insurable value; and (2) public liability and property damage insurance in the minimum amount of $1,000,000 per occurrence, naming the City of Fort Pierce as an additional insured and shall furnish a certificate from her insurance carrier which shall be maintained in

the office of the City Finance Director. Proceeds from any fire and extended coverage policy obtained as required in this paragraph shall be applied as provided in subparagraph b.

b. If the premises or any part of the premises, including the docks, shall be damaged by fire or other casualty, MINER shall immediately give notice of such damage to the CITY. If all or any part of the premises shall be damaged or destroyed by fire or other casualty, including hurricane, MINER may elect to either repair or replace the same, to the extent of insurance proceeds available to MINER or CITY under the policy described above, or MINER can elect to not make the repairs of the buildings or structures, including the docks, if the damage is to extensive. If MINER elects not to make the repairs, then MINER shall remove all destroyed docks or buildings at her own expense from the premises. That portion of the insurance proceeds that goes to the value of the buildings or structures shall be paid to the CITY. That portion of the insurance proceeds that go to the equipment or stock in the store or fish camp belonging to MINER shall go to MINER. Any repairs or replacement of any buildings or docks shall be made in a manner approved by the CITY, which approval shall not be unreasonably withheld, and the docks and buildings shall all be brought up to the Code requirements of the CITY and any state agencies.

11. **Utilities**. MINER shall be responsible for the payment of all utilities for the operation of Little Jim Bridge Fish Camp or Bait and Tackle Store and shall also be responsible for the extension of water and for the payment of the cost of extending the water to the property that is the subject of this Lease.

12. **Non-Discrimination**. Both parties to this Agreement agree not to discriminate against any person on the basis of race, religion, national origin, age, sex or marital status in the use of facilities pursuant to this Agreement.

13. **Assignment or Sub-letting**. MINER shall not have the right to sub-let or assign this Lease without the prior written permission of the CITY.

14. **Mortgage**. MINER shall not mortgage the facilities or its property or cause any unsatisfied liens to be placed on the property.

15. **Notices**. Any notice, payment or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, addressed to the parties at the following addresses:

| | |
|---|---|
| AS TO THE CITY: | City of Fort Pierce<br>ATTN: City Manager<br>ATTN: Director of Finance<br>100 North U.S. Highway One<br>P. O. Box 1480<br>Fort Pierce, FL 34954 |
| WITH COPY TO: | City Attorney<br>P. O. Box 1480<br>Fort Pierce, FL 34954 |
| AS TO MINER: | Roberta Miner<br>Little Jim Bridge Bait & Tackle<br>601 North Beach Causeway<br>Fort Pierce, FL 34949 |
| WITH COPY TO: | Kevin Hendrickson, Esq.<br>210 Orange Avenue<br>Fort Pierce, FL 34950 |

or to such other address as the parties may from time to time specify in writing. Any such notice may at any time be waived by the person entitled to receive such notice.

16. **Binding Effect**. Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their personal representatives, successors and assigns.

17. **Amendments**. No amendment, modification, or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing and signed, and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

OR BOOK 0853 PAGE 2077

18. **Further Documents**. Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

19. **Sections-Captions**. Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent of intent of this Agreement or any provision hereof.

20. **Whole Understanding**. The Agreement contains a complete understanding of the parties hereto, notwithstanding any previous written or oral understanding between the parties on the same subject.

21. **Governing Law**. This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida.

22. **Attorney's Fees**. In the event of litigation growing out of this Lease Agreement, the prevailing party shall be entitled to receive all reasonable attorney's fees including attorney's fees for an appeal.

23. **Parking Lot**. MINER shall be responsible for placing fill in the parking lot and maintaining the parking area in a safe condition.

24. **Marina Requirements**. As to that portion of the submerged lands which is being conducted as a marina, it is the understanding of both parties that the marina operation was grandfathered in. If, however, the State should decide to charge a submerged land rental fee for any of the demised premises, then MINER shall become responsible for those additional charges.

25. **Approval by all Local & State Agencies**. MINER certifies that she has received approval from all local and state agencies for all of the operations on the demised premises and that she shall continue to secure and maintain the necessary permits for all of the commercial operations to take place on said premises. If at any time the permits are revoked or expire and she does not receive new permits, then the particular commercial operation such as the



OR BOOK 0853 PAGE 2078

sale of gas for fishing boats shall be terminated until compliance with the state requirements is met.

26. **Responsibility for Environmental Contamination.** MINER shall be fully responsible for any environmental contamination that results from her operations on the demised premises and shall hold the CITY harmless if any oil or gas spill occurs or any damage to the environment occurs as a result of the fish camp operations.

**IN WITNESS WHEREOF**, the parties hereto have executed this lease the day and year first above written.

**THE CITY OF FORT PIERCE**

By: _____
William R. Dannahower
Mayor

ATTEST:

_____
Cassandra Steele, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

By: _____
City Attorney

By: _____
**ROBERTA MINER**

_____
Witness as to Miner

_____
Witness as to Miner

OR BOOK 0853 PAGE 2079

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME, the undersigned authority, personally appeared this day William R. Dannahower and Cassandra Steele, Mayor and City Clerk respectively of the City of Fort Pierce, who, upon first being duly sworn by me depose and say that they have executed the foregoing Lease on behalf of said municipal corporation and that they have the authority to do so.

WITNESS my hand and seal in the State and County aforesaid this 2nd day of August, 1993.

Karen Wise
Notary Public
My commission expires:

Notary Public, State of Florida
My Commission Expires July 25, 1994
Bonded Thru Troy Fain - Insurance Inc.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME, the undersigned authority, personally appeared this day ROBERTA MINER who, upon first being duly sworn by me deposes and says that she has read the foregoing lease and that she has executed same for the purposes expressed therein.

WITNESS my hand and seal in the State and County aforesaid this 21st day of July, 1993.

Charlene Moses
Notary Public Charlene Moses
My commission expires:
CC # 070401

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Jan. 14, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

**LEGAL DESCRIPTION**

A tract or parcel of land located in Section 35, Township 34 South, Range 40 East, St. Lucie County, Florida, and being part of Tract No. 1, Fort Pierce Harbor Project, Florida (Portion of Tract No. 8801-E-MSAL-6-1CW, Jacksonville, to Miami, Florida), as Surveyed by Albritton, Fowler and Kirby, Inc. Oct. 1989, and described as follows:

Commencing at the Northwest Corner of Section 35, Township 34 South, Range 40 East, and run S89°-49'-01"E, 1556.56 feet to a point on said Section Line; Thence S00°-10'-59"W, 1908.70 feet to the Place of Beginning; Thence from said Point of Beginning, N58°-59'-38"E, 166.32 feet; Thence S75°-40'-00"E, 200.00 feet; Thence S54°-07'-50"W, 159.37 feet to the high water/vegetation mark; Thence continuing in a Southerly direction along said high water/vegetation mark the following courses and distances: S84°-49'-25"W, 52.31 feet; S70°-54'-43"W, 140.75 feet; S54°-05'42"W, 25.90 feet; N35°-54'-18"W, 72.65 feet; N32°-50'-14"E, 76.58 feet, to the Point and Place of Beginning, containing 0.89 Acres more or less.

Excepting and reserving any rights of the public in and to State Highway Route A1A.

Being a portion of the same property over and upon which there was conveyed to the United States of America, without cost, a perpetual easement for deposit of dredged material by Grant in Perpetuity dated 28 November, 1936, of record in Deed Book 90, Page 37, of the Public Records of St. Lucie County, Florida, said grant having been executed by the City of Ft. Pierce, Florida, and by Grant in Perpetuity, dated 10 June, 1958, of record in Deed Book 241, Page 25, of the Public Records of St. Lucie County, Florida, said grant having been executed by the City of Ft. Pierce, Florida.

Exhibit A

OR BOOK 0853 PAGE 2082

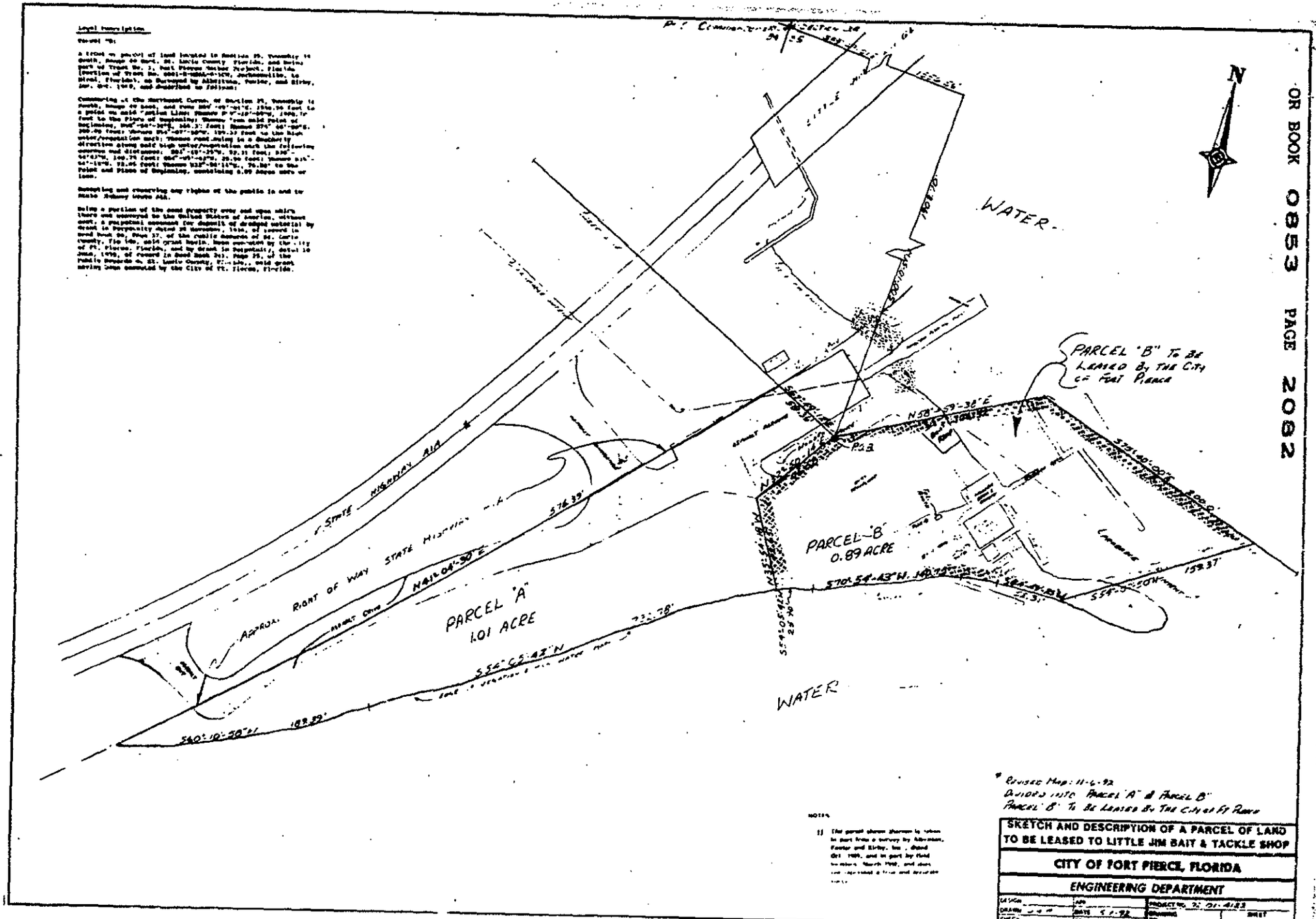



Exhibit B

B

* Revised Map: 11-6-92
Divided into Parcel "A" & Parcel "B"
Parcel "B" To Be Leased By The City of Ft Pierce

NOTES:

1) The parcel shown thereon is taken in part from a survey by Adamson, Forster and Kirby, Inc., dated Oct. 1989, and in part by field measure, March 1992, and does not represent a true and accurate survey.

SKETCH AND DESCRIPYION OF A PARCEL OF LAND TO BE LEASED TO LITTLE JIM BAIT & TACKLE SHOP

CITY OF FORT PIERCE, FLORIDA

ENGINEERING DEPARTMENT

| | | |
|---|---|---|
| DESIGN | APP. | PROJECT NO. 92-01-4183 |
| DRAWN J.A.M. | DATE 5-1-92 | SURVEYING |
| CHECK | SCALE 1" | SHEET 1 OF 1 |

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

## Real Estate Account At 106 N CAUSEWAY DR, Fort Pierce

Real Estate Account #1434-100-0000-020/9 | Parcel details | Latest bill | Full bill history

| 2017 | 2016 | 2015 | 2014 | ... | 2003 |
|---|---|---|---|---|---|
| PAID | PAID | PAID | PAID | | PAID |

Chris Craft

Real Estate 2017 Annual Bill

Print this bill (PDF)

St. Lucie County Tax Collector

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

| Account number | Alternate key | Escrow code | Millage code |
|---|---|---|---|
| 1434-100-0000-020/9 | 135948 | — | 0022 |

**PAID** 2017-11-29 $435.46
**Receipt #**0189-20171129-000078

Get Bills by Email

PAYMENTS MUST BE MADE IN US FUNDS.

**Owner**
Ft Pierce City Of-Lessor-
Roberta-Lessee- Miner
PO Box 1480
Fort Pierce, FL 34954-1480

**Situs address**
106 N CAUSEWAY DR
Fort Pierce

**Legal description**
35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E 1556.56FT, TH S 00 DEG ...
Full legal available: Parcel details

### Ad Valorem Taxes

| Taxing authority | Millage | Assessed | Exemption | Taxable | Tax |
|---|---|---|---|---|---|
| County Parks MSTU | 0.2313 | 678,300 | 678,300 | 0 | $0.00 |
| Co Public Transit MSTU | 0.1269 | 678,300 | 678,300 | 0 | $0.00 |
| Erosion District E | 0.0925 | 678,300 | 678,300 | 0 | $0.00 |
| Law Enf,Jail,Judicial Sys | 3.4538 | 678,300 | 678,300 | 0 | $0.00 |
| Co General Revenue Fund | 4.1077 | 678,300 | 678,300 | 0 | $0.00 |
| Childrens Service Council | 0.4765 | 678,300 | 678,300 | 0 | $0.00 |
| St Lucie Co Fire District | 3.0000 | 678,300 | 678,300 | 0 | $0.00 |
| FL Inland Navigation Dist | 0.0320 | 678,300 | 678,300 | 0 | $0.00 |
| City of Fort Pierce | 6.9000 | 678,300 | 678,300 | 0 | $0.00 |
| School Discretionary | 0.7480 | 678,300 | 678,300 | 0 | $0.00 |
| School Capital Improvemnt | 1.5000 | 678,300 | 678,300 | 0 | $0.00 |
| School Req Local Effort | 4.3260 | 678,300 | 678,300 | 0 | $0.00 |
| **Total** | 25.5211 | | | | $0.00 |

| Taxing authority | Millage | Assessed | Exemption | Taxable | Tax |
|---|---|---|---|---|---|
| Mosquito Control | 0.2164 | 678,300 | 678,300 | 0 | $0.00 |
| S FL Wtr Mgmt District | 0.3100 | 678,300 | 678,300 | 0 | $0.00 |
| **Total** | 25.5211 | | | | $0.00 |

### Non-Ad Valorem Assessments

| Levying authority | Rate | Amount |
|---|---|---|
| Fort Pierce Stormwater Mgmt Maint | | $453.60 |
| **Total** | | $453.60 |

## Combined taxes and assessments: $453.60

| | |
|---|---|
| **If paid by:** | Nov 30, 2017 |
| **Please pay:** | $0.00 |

**PAID** 2017-11-29 $435.46
**Receipt #**0189-20171129-000078

**Get Bills by Email**

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# AN APPRAISAL REPORT
# OF THE WATERFRONT RETAIL PROPERTY
# LOCATED AT 106 NORTH CAUSEWAY DRIVE
# FORT PIERCE, FL 34949
# (LITTLE JIM BAIT & TACKLE)

**PREPARED FOR**

**CITY OF FORT PIERCE**

**AS OF**

**JUNE 22, 2018**

**PREPARED BY**

**COOPER OSTEEN, ST. CERT. GEN. REA RZ3707**

**AND**

**THOMAS A. OSTEEN, MAI, SRA**

# *OSTEEN APPRAISAL SERVICES INC.*

***REAL ESTATE APPRAISERS AND CONSULTANTS***
***LICENSED REAL ESTATE BROKERS***

***THOMAS A. OSTEEN, MAI, SRA***
***ST. CERT. GEN. REA RZ0000174***

***COOPER OSTEEN***
***ST. CERT. GEN. REA RZ3707***

***112 ORANGE AVENUE***
***FT. PIERCE, FL 34950***

***FT.PIERCE (772) 461-3363***
***EMAIL OFFICE@OSTEENAPPRAISAL.COM***


July 5, 2018

Gelencia Carter
Purchasing Manager
City of Fort Pierce
PO Box 1480
Fort Pierce, FL 34954

RE: An appraisal report of the bait and tackle shop located at 106 North Causeway Drive, Fort Pierce, FL 34949.

Dear Ms. Carter:

As requested, we have prepared an appraisal report on the above referenced property. The report is being completed in order to estimate the Market Value to the Fee Simple Interest in the subject property as of the date of the appraisal, or June 22, 2018. The appraisal is being completed for the City of Fort Pierce. The City of Fort Pierce will utilize the appraisal in its decision making process regarding the city owned asset. We note that the subject property is currently leased with 7+ years remaining on the current lease agreement. However, the client has requested a Fee Simple Valuation based on the intended use of the appraisal and the current circumstances involving the existing lease / tenant. Thus, a Fee Simple valuation is completed that does not consider the in place

lease. The client and intended users should note that a Leased Fee Valuation could be significantly different than the Fee Simple results of the appraisal.

The subject consists of an older waterfront retail building that is currently leased and has operated for many years as Little Jim Bait & Tackle. The facility includes a retail building containing 860 square feet of enclosed area, a 616 square foot deck with canopy, and additional wood deck area of roughly 1,150 square feet, and dockage. The building and its site improvements are situated on a partially submerged site whose total site area is .89 acres according to the legal description recorded in tax records, which references the lease / lease sketch for size.

We certify that, to the best of our knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount that would result in approval of a loan.

Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for State Certified Appraisers and the current Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation.

The following appraisal report complies with all regulations issued by the appropriate regulatory entities, regarding the enactment of Title XI of the Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA). The Market Value estimate is predicated on the assumption that the normal marketing period of 12 months has already taken place. We estimate that it should take approximately 12 months to market the property going forward.

A description of the property appraised, together with an explanation of the appraisal procedures utilized, is contained in the body of this report.

Respectfully submitted,



_____
Cooper Osteen
St. Certified General Real Estate Appraiser RZ3707



_____
Thomas A. Osteen, MAI, SRA
State Certified General Real Estate Appraiser RZ0000174

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**ENGAGEMENT LETTER** ..... **49**

## *LIMITING CONDITIONS AND UNDERLYING ASSUMPTIONS*

1. The value given in this appraisal report represents the opinion of the signer as to the Value AS OF THE DATE SPECIFIED. Values of real estate are affected by an enormous variety of forces and conditions will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.

2. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived there from are to be construed as applicable to any other property, however similar the same may be.

3. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made unless so stated.

4. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.

5. Information as to the description of the premises, restriction, improvements and income features of the property involved in this report has been submitted by the applicant for this appraisal, or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in this report.

6. The physical condition of the improvements described herein was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of the same. The property is assumed to be free of termites and other destructive pests.

7. Possession of any copy of this report does not carry with it the right of publication, nor may it be used for any purpose by any one but the applicant without the previous written consent of the appraiser or the applicant, and in any event only in its entirety.

8. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA and MAI designations.

9. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.

10. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon delivery of this report duly executed.

11. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless noncompliance is stated, defined and considered in the appraisal report.

12. It is assumed that all licenses, certifications of occupancy, consents, or other legislative or administrative authority from local state or national government, or private entity or organization, have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

13. The appraisal expresses the opinion of the signers and is not contingent upon a predetermined value. Neither the employment to make the appraisal nor the compensation in any way determined the amount of the valuation reported.

14. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required discovering them. The client is urged to retain an expert in this field, if desired.

## *EXTRAORDINARY ASSUMPTIONS*

- The subject property is currently operating as a non-conforming use with regard to the zoning code. The property may have some capacity for more intense utilization, either through upgrades / additions to existing improvements or through redevelopment. The subject's utility as a vacant site is also important to the valuation since we are effectively completing a Cost Approach, which begins with a valuation of the site as though vacant. It is uncertain exactly what would be permissible (as a vacant site) because the current zoning code cannot be utilized to establish realistic parameters. There are many components that would require evaluation as part of a cohesive development plan along with a change to the zoning and land use. We have discussed the site at length from a planning standpoint and have formulated what are believed to be reasonable parameters as far as overall site utility / capacity. The current use of the subject property is utilized as a base guideline of what the subject property (as a vacant site) could support from a commercial development standpoint.

  We assume that our evaluation of site utility is generally accurate to the extent that our conclusions regarding highest and best use and the site value parameters are not impacted. If our assessment of the site's utility were found to be significantly inaccurate, then the results of the assignment could be impacted and we reserve the right to amend the appraisal as necessary to reflect utility.

- The lessee reported there being multiple surveys that have been done on the property and that they are all conflicting. We were not provided with an actual survey of the leased area; we reviewed older surveys that include, but do not specifically depict the subject property. We are also in possession of a sketch that appears to have been developed by the engineering department using an old survey. This depicts the subject's land area at 1.9 acres. However, it is stated on the sketch that it is not a legal survey and the sketch looks to be in conflict with the sketch that is included in the lease. It is beyond the Scope of Our Assignment to go into great detail attempting to qualify the credibility of different surveys or site area sketches. The legal description found in SLC tax records indicates that the subject contains .89 acres per the lease. This numerical figure is not found in the lease; however, the tax record sketch, the lease exhibit depicting property boundaries, and the legal found in tax records all appear to be consistent with that figure. As a result, the subject's site area figure utilized in this appraisal is .89 acres. We assume this figure to the correct and accurate. If the subject's actual area is found to be something other than .89 acres, then the results of the assignment could be impacted since a key part of the appraisal is site valuation, which is based on a per unit land value parameter. We also note that a portion of this land area is submerged; the amount of submerged land varies with tides and there is also apparently some conflict regarding the mean high tide mark. This

appraisal also relies on our estimation of upland area, which is based on our observations of the normal shoreline and other typical upland area. We assume that this estimation is sufficiently accurate for the purpose of establishing market value. We reserve the right to amend the appraisal as necessary if a qualified survey should show a differing amount of upland area than we have calculated.

- We assume that the subject's land area and utility does not include DOT right of way.

- A perpetual easement for deposit of dredged material was granted to the United States of America in 1936 on or very close to the subject property. We are unaware of any recent utilization of the subject property for this purpose. It is beyond the Scope of our Assignment to determine any value impact of this easement if any. The valuation assumes that there is no material impact of this easement on the subject property.

- We were not provided with a full summary of property income and expenses or profit and loss statements. We were able to obtain certain financial information regarding dock income from the tenant verbally. We are assuming that the financial information that we obtained verbally is accurate.

## *EXECUTIVE SUMMARY*

| | |
|---|---|
| Type of Property | Waterfront Retail |
| | |
| Location | 106 North Causeway Drive, Fort Pierce, FL 34949 |
| | |
| Effective Date of the Appraisal | June 22, 2018 |
| | |
| Date of Report Writing | July 5, 2018 |
| | |
| Previous Appraisal / Advisory Services Involving the Subject | We have not performed any sort of valuation related services on the subject property in the three years prior to being hired by the client to complete the current assignment. |
| | |
| Property Rights Appraised | Fee Simple |
| | |
| Highest and Best Use As Vacant | Leave vacant in an interim use until market conditions warrant development to capacity. |
| | |
| Zoning / Land Use | OS-2, COS (Conservation) |
| | |
| Site Size | .89 Acres per tax recorded legal<br>Estimated 10,300 SF upland area |
| | |
| Intended Use | The City of Fort Pierce will utilize the appraisal in its decision making process regarding the city owned asset. |
| | |
| Intended User(s) | The City of Fort Pierce |
| | |
| Exposure Period | 12 to 18 Months |
| | |
| Market Value to the Fee Simple Title as of June 22, 2018 | $510,000 |

## *INTRODUCTORY COMMENTS*

### ***Intended User, Intended User***

The appraisal is being completed for the use of the City of Fort Pierce. The City of Fort Pierce represents the client and intended user of the appraisal. The city will be utilizing the appraisal for internal decision making involving the subject property, which is a city owned asset.

### ***Previous Appraisals / Advisory Services Involving the Subject***

We have not been hired to perform any valuation or advisory services involving the subject property in the three years prior to engagement for the current assignment.

### ***Market Value***

The Appraisal of Real Estate (13th Edition 2008), by the Appraisal Institute, defines Market Value as follows on Page 23:

The most probable price, as of a specified date, in cash, or terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is acting under undue duress.

### ***Interest Appraised***

The interest appraised herein is the Fee Simple Estate of the Subject Property.

### ***Definition of Fee Simple Title***

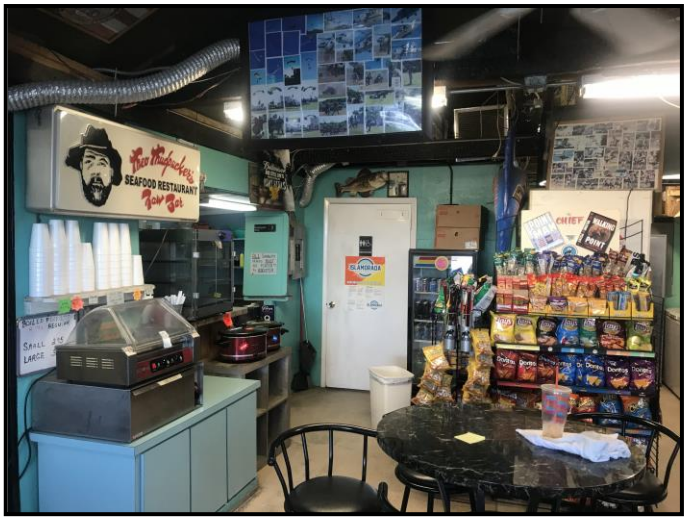
The Dictionary of Real Estate Appraisal (Fifth Edition 2010), by the Appraisal Institute, defines Fee Simple Estate on page 78 as follows:

> "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

We note that the subject property is currently leased. However, the client requested a Fee Simple valuation that does not consider the lease because of the intended use of the appraisal and the circumstances at play involving the tenant and lease.

## *SUBJECT PHOTOS*

**BUILDING INTERIOR**




**BUILDING INTERIOR**



**SHALLOW WATER DOCK**



**DOCKAGE**



## *SUBJECT PHOTOS*

**COVERED DECK**




**SITE EXTERIOR**



**ENTRANCE ROAD**



**BUILDING FRONT**



## *IDENTIFICATION OF PROPERTY*

The subject is a water front retail establishment that has functioned as a local staple for many years as Little Jim Bait & Tackle. The property is located at 106 North Causeway Drive in Fort Pierce, FL 34949.

## *SCOPE OF APPRAISAL*

The appraisal is being completed in order to estimate the Market Value of the Fee Simple Interest as of June 22, 2018. The assignment scope / Interest Appraised was based on conversations with the client. A Fee Simple valuation is needed even though the property is leased. It noted that the Fee Simple value could be different from a Leased Fee Value that accounts for the lease.

In estimating value, we have utilized a hybrid Cost Approach. This approach allows us to initially value the subject's largest value component, which is vacant land, by the Sales Comparison Approach. Then the contributory value of other improvements is estimated through a cost / depreciation analysis and income analysis.

Information regarding the valuation was obtained from several sources, including public records of Saint Lucie County, governmental agencies of Saint Lucie County, the Regional Multiple Listing Service, LoopNet data service, and market participants. We met the tenant at the property on the date of the inspection, June 22, 2018. We discussed the property with the tenant including approximate property lines, mean high tide lines, and general property history. Data was obtained both in documented format as well as from personal interviews with individuals in the marketplace and/or associated with the government. Presentation, as well as discussion of this data, is included in the body of this report. Thomas A. Osteen MAI, SRA and Cooper Osteen inspected the subject property on the date of the appraisal.

The subject's size is based on the tax recorded legal description. As we outlined in the Extraordinary Assumptions, the subject has some capacity for redevelopment and / or intensification of use. The valuation also requires evaluation of vacant site utility since land value is estimated in the Cost Approach. The site is limited in use intensity by its size and other physical constraints. It is impossible to quantify the exact capacity that the subject has in a vacant scenario or if additions to the existing use were desired. In evaluating land value, we have relied on our conversations with planners and other market participants to formulate an overall qualitative assessment of the subject property within the context of the larger market in terms of its utility. We have also utilized the existing improvements / use as a baseline indicator of the subject's use capacity. We have completed the research necessary to formulate a credible assessment of utility within the Scope of the Appraisal. If proposed development plans or definitive judgements from administrative authorities were to show that the utility of the site were either under-classified or over-classified in the land valuation, then we reserve the right to amend the

appraisal accordingly. Again though, the existing improvements are relied upon as a guideline in determining utility since they are a definitive indicator of land utility at this point.

The effective date of the appraisal is June 22, 2018. The appraisal is being transmitted July 3, 2018.

## *EXPOSURE PERIOD*

The Market Value estimate expressed in this report assumes that an exposure period of 12 to 18 months has already transpired.

## *LEGAL DESCRIPTION*

The subject property's legal is taken from Saint Lucie County tax assessment records as follows:

**35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E 1556.56FT, TH S 00 DEG 10 MIN 59 SEC W 1908.70 FT TO POB, TH N 58 DEG 59MIN 38 SEC E 166.32 FT, TH S 75 DEG 40 MIN 00 SEC E 200 FT, TH S 54 DEG 07 MIN 50 SEC W 159.37 FTTO HIGH WATER/VEG MARK, TH MEANDERING SD HW MARK SWLY 218.96 FT M/L, TH N 35 DEG 54 MIN18 SEC W 72.65 FT, TH N 32 DEG 50MIN 14 SEC E 76.58 FT TO POB (0.86 AC) (CONTAINING 0.89 AC PER LEASE)**

## *AERIAL SITE MAP*



## *HISTORY OF OWNERSHIP*

The subject property is currently owned as follows according to Saint Lucie County tax assessment records:

City of Fort Pierce
PO Box 1480
Fort Pierce, FL 34954

There have been no recent sales or transfers of the subject property according to public records. The subject has not been formally listed for sale that we know of recently. The current tenant has been in discussions regarding a possible partnership that would involved the expansion of the existing facility. That project is not moving forward currently to the best of our knowledge.

## *SUMMARY OF NEIGHBORHOOD DATA*

The relationship of the subject property with surrounding properties forms the basis of neighborhood analysis. The 10th Edition of the Appraisal of Real Estate refers to forces which influence property value as, "Social, economic, governmental and environmental forces influence property values in the vicinity of a subject property, which in turn, directly affects the value of the subject property itself." Neighborhood analysis is thus a study of forces and factors which will tend to influence the value of the subject property in the future.

### *Neighborhood Boundaries & Access*

The subject neighborhood is defined as the portion of North Hutchinson Island lying in Saint Lucie County. The physical boundaries of the subject neighborhood are the Fort Pierce Inlet to the South, the Atlantic Ocean to the East, the Indian River Lagoon to the West, and the Indian River County line to the North. The Fort Pierce Inlet is a man-made passage between the Indian River Lagoon and the Atlantic Ocean. The inlet is the means by which recreational and commercial vessels can reach the ocean from the Port of Fort Pierce and several marinas. The Fort Pierce Inlet is the only one in Saint Lucie County. The nearest inlets are at Sebastian (28 miles North) and Stuart (23 miles South). There is no bridge across Fort Pierce Inlet.

The subject neighborhood's southern, eastern, and western boundaries are all bodies of water and physical in nature. The northern boundary is chosen for the differences seen in the demographics of coastal Indian River County.

State Highway A1A runs the length of the barrier island. Traffic flows into the subject neighborhood from Indian River County from the north, or from the mainland across two bridges to the barrier island. The first bridge from mainland to island is known as the North Causeway Bridge and the second is a much smaller bridge known as Little Jim Bridge There are currently plans to upgrade the main Causeway Bridge from a two lane drawbridge to a major fixed bridge at a height of over 80'. Construction has recently been delayed as the project is having to be re-worked to ensure proper access to businesses on the west side of the bridge. The bridge will not be complete until approximately 2025 but will significantly enhance access to the northern Fort Pierce barrier island.

Commercial development in the subject neighborhood is limited. There is a small Little Jim Bait & Tackle Shop at Little Jim Bridge. Additionally, there is a small strip center and gas station at the northeast corner of the Shorewinds Drive and Highway A1A intersection and a few scattered office buildings.

***Neighborhood Land Use Factors***

The three main land uses seen in the subject neighborhood are as follows:

- Residential subdivisions mostly located west of State Highway A1A
- High rise condominium apartment towers located east of State Highway A1A
- Conservation / Mosquito Control lands

**Single Family Subdivisions**

The oldest subdivision on the island is Fort Pierce Shores, where the oldest homes date back to the 1940's and 1950's when this area was opened up to private use after the military occupied it for much of World War II. Fort Pierce Shores is approximately 75% to 85% built out. There are no lots here that have frontage along the Indian River Lagoon and most of the land along the ocean is owned by the State of Florida for conservation. Other older subdivisions like Coral Cove and Queen's Cove are seen further to the north. The newest single family subdivision in the neighborhood is Tarpon Flats, an up-scale subdivision with private beach access and shallow water access being developed by the Heaton Companies.

**High Rise Condominiums**

A row of high rise condominium towers as tall as 14 stories begins just north of Fort Pierce Shores and extends for 3.5 miles north along the oceanfront. This section of North Hutchinson Island is home to the tallest building heights in Saint Lucie County. The towers vary in age from 35 years to less than three years. The level of density here has been allowed by Saint Lucie County as a trade-off to preserve as much of the mangrove wetlands west of Highway A1A as possible.

**Conservation Lands**

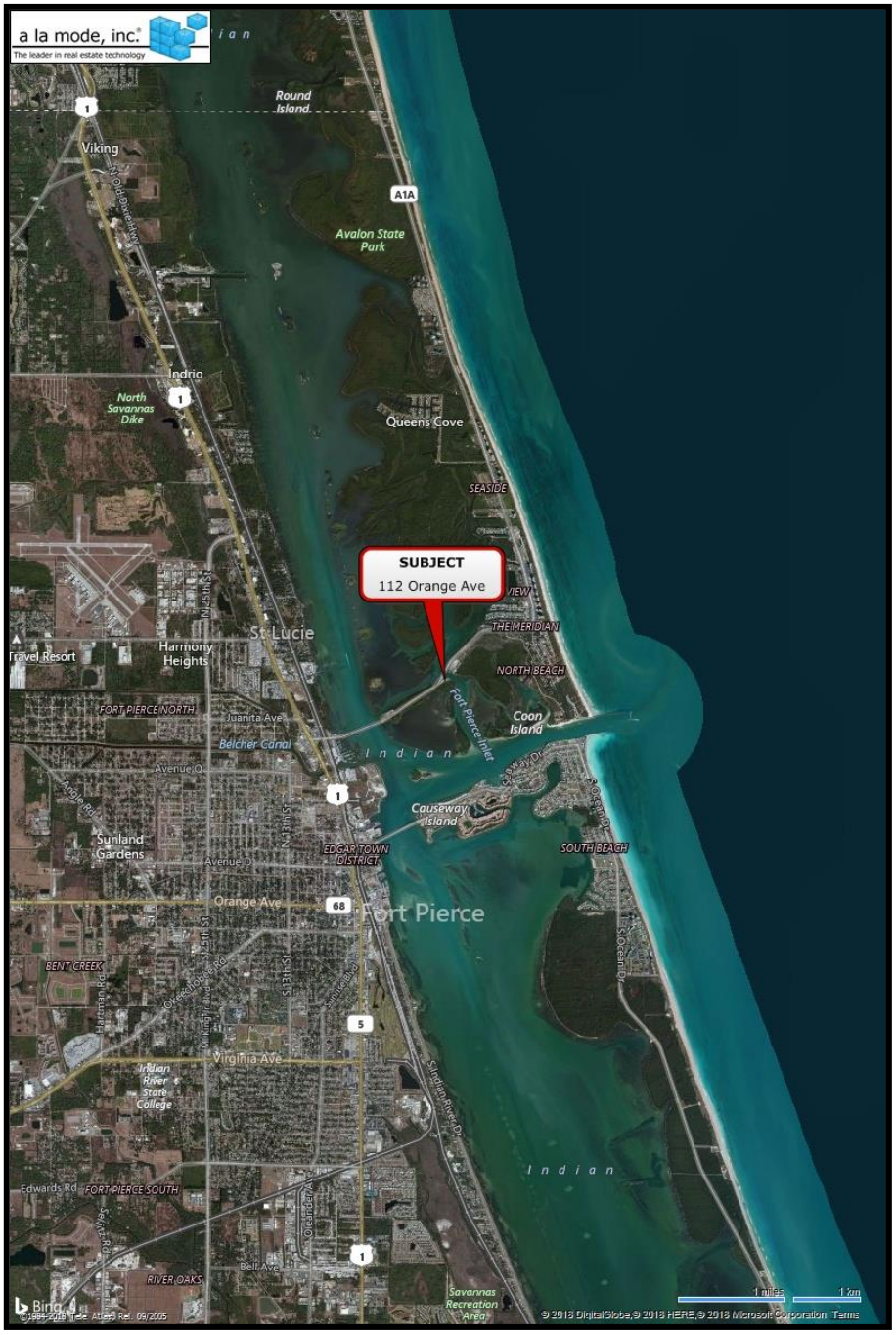
This is the largest land use seen in the subject neighborhood. This is due to the fact that there are several large islands in the Indian River Lagoon which have no access and are mostly un-buildable. Saint Lucie County and the State of Florida own most of the acres of remaining land on North Hutchinson Island. Most of this land is some form of wetlands which are home to several species of mangrove, fish, and wading birds. Most of the conservation lands lie west of Highway A1A.

The State of Florida is the largest land owner on North Hutchinson Island. In addition to owning the 250 acre Fort Pierce Inlet State Park at the south end of North Hutchinson Island, the state owns over 1,200 additional acres. This acreage includes the largest single parcels on the island; however, the vast majority of these lands are not useable uplands. Saint Lucie County and the South Florida Water Management District are also large landowners in the neighborhood.

***Summary & Outlook***

Northern Hutchinson Island is largely characterized by its condominium housing, older residential subdivisions, and large amount of public lands that includes many of the counties most desirable beaches. Commercial development is limited partially due to the limited populations self-contained within the island and also because of the lack of land for development. The area continues to see positive influence on real estate of all types due to generally favorable economic conditions and strong migratory trends to the area. Demographic makeup within the neighborhood is also above average.

## *NEIGHBORHOOD MAP*



## *SUMMARY OF SITE DESCRIPTION*

### ***Site Size, Location, and Access***

The subject is located on North Hutchinson Island at the base of Little Jim Bridge. The street address is 106 North Causeway Drive, Fort Pierce, FL 34949.

The subject's boundaries are based on what is recorded in tax records, which is basically consistent with a survey included in the lease. Per tax records and the lease exhibit, the subject contains a total of .89 acres between North Causeway Drive and state waterways. We have estimated a total of approximately 10,300 square feet of upland area. This is identified as the land that is typically west and north of the normal tideline along the eastern and southern property boundaries.

The site is accessed by crossing a parcel of land owned by the Florida Department of Transportation, which is adjacent to and directly accessible from North Causeway Drive. Access to the site is paved and then turns to dirt over paving once nearing the subject's building improvements.

### ***Census Tract***

The subject property lies within Census Tract 3812.04.

### ***Zoning and Future Land Use Classification***

The subject lies in the Conservation Open Space Zone (OS-2). This is outlined as follows by the City of Fort Pierce in municipal codes:

***Purpose.*** **This district is for areas containing important natural environmental features which pose severe limitations on their suitability for development. It is the intent of the zone to retain to open character of the zone wherever possible by limiting the uses primarily to conservation, low intensity recreation and other compatible uses. Due to the sensitive environmental character of areas in the district, many users are allowed as conditional uses.**

Permitted uses in this zone are highly limited to low density residential, park and open space, game and wildlife preserves, etc. Based on the current zoning and land use, there are effectively no permitted commercial applications and there is likely no residential use capacity either given the size of the lot.

The subject is currently utilized in a commercial capacity. The current use is considered a legal non-conforming use according to the city.

We discussed the subject as a vacant site with the City of Fort Pierce. This was hypothetical since the subject is currently improved. The subject is also a unique case

since it is owned by the city which administers, interprets, and has the authority to change zoning if deemed appropriate. Based on discussions with the city, commercial applications or more intense residential applications (as vacant) are possible but would have to be accompanied by a proposal to show compatibility with surrounding uses or may require a zoning change, although many of the same physical constraints would apply regardless of zoning. The planning director indicated that there has been some discussion in the past regarding a re-zone to a waterfront commercial type classification. As a vacant site, the subject likely has the ability to accommodate a variety of smaller scale, relatively light intensity commercial or residential applications subject to the city's acceptance of a proposed plan.

The current future land use of the property is COS, Conservation and Open Space. This is consistent with the current zoning.

***Topography***

The subject property has upland area, along with varying degrees of submerged land. Apparently, there has been some contradictions among surveys depicting upland, wetland, boundaries, and mean high tide lines. Through our review of aerial photography, the property inspection, and measurement tools, we estimate the portion of the property that would typically be considered upland – the areas west and north of the normal shoreline – to contain approximately 10,300 square feet, or .236 acres. While portions of this area are submerged at times, there is a clear increase in elevation west and north of the shoreline and this portion of the site is typically associated with not being submerged. The balance of the site is regularly submerged with water depths varying depending on the tide. This is an estimate that is subject to verification by a survey. (SEE EXTRAORDINARY ASSUMPTIONS) We reserve the right to amend the appraisal as needed if our depiction of the subject site or upland area is inaccurate per a survey.

***Bounding Properties***

The subject is bounded by State Waterways to the east and a mix of Mangroves and State Waterways to the south. There is vacant land and Mangroves owned by DOT to the west of the subject property and a DOT owned parking lot to the north.

No hazardous waste was noted by the appraiser. However, please refer to item #14 of the Limiting Conditions and Underlying Assumptions of this report.

***Easements***

There are no easements known to us that impact the subject property.

***FEMA Flood Zone***

The subject is located within Flood Zone AE with 6' Base Flood Elevations per FEMA online records. This is special flood hazard area requiring specialized building construction standards.

***Deed Restrictions***

There are no known adverse deed restrictions that hinder the development of the site.

***Utilities***

The subject utilizes municipal water systems of Fort Pierce Utilities Authority. Sewer infrastructure is located approximately 600' east of the subject property on the barrier island, although this is Saint Lucie County infrastructure and the subject lies in Fort Pierce Utilities Authority service area. The nearest Fort Pierce Utilities infrastructure is on the mainland and it is certainly not feasible to tie into that system. The Saint Lucie County sewer system would likely require a sub-aqueous crossing under the waterway. Cost would depend on demands of the system, but the cost would not be an outright deterrent to connection in the event Fort Pierce Utilities Authority and Saint Lucie Count Utilities could work out a service agreement.

***Real Estate Taxes & Assessment***

Tax data is taken from the Saint Lucie County tax roll for the 2017 assessment year:

| Parcel ID Number | Assessed Value | Total Taxes Due |
|---|---|---|
| **1434-100-0000-020-9** | **$678,300** | **$0** |

No taxes are currently levied against the subject property as a city owned asset. If the subject were sold to a non-tax exempt authority, the taxes could be expected to rise to the normal level.

## *IMPROVEMENTS*

The subject's primary building contains approximately 860 square feet and was originally constructed in the 1940's as a military guard shack during World War 2. A portion of the main structure was added after the original construction of the building. The building is constructed on piers, has a concrete floor, and wood frame. The building has an asphalt shingle roof and a central air-conditioning system. The interior is basic retail space with concrete floors, a light duty kitchen, exposed wood roofing system and duct work, fluorescent strip lighting, and a restroom. The interior is in average condition.

There is a 616 square foot wood deck area that is covered by a canopy. There is an additional 1,150 square feet of uncovered wood decking that surround the main building.

The subject property has an approximately 250 linear feet of primary dockage. This include the main dock and three side docks that branch off of the main dock. This area can service approximately 22 boats depending on size. There is another approximate 300 linear footage of docks located along the south side of the property; however, these are very limited in rental capacity due to water depth. These areas may perform short term dockage at certain tides or can function for long term storage, but are not typically utilized as day to day rental dockage. There a total estimated linear footage of 550 feet of docks. The subject has the following licenses / approvals:

- 2COP license
- DEP marine fuel storage
- Department of Agriculture Food Permit
- FWC retail saltwater products
- Weighting and measuring (Dept. of Ag.)

## *HIGHEST AND BEST USE*

The value of real property is of course directly related to the use to which it can be put. It follows that a particular parcel may have several different levels under alternative uses. Accordingly, the property appraised herein is appraised under its Highest and Best Use which is defined as:

> The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property - specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

The source of this definition is the Dictionary of Real Estate Appraisal, Fifth Edition, Page 93.

In order to establish the highest and best use of the property, several factors must be considered. These elements pertain to features such as size, zoning, location, access, utilities, trend of surrounding development, and demand. Demand for the end product is the criteria judging whether or not it is feasible to construct at the present time. The highest and best use analysis follows on the next page.

***Conclusion - As Vacant***

***Legally Permissible*** –

As outlined in the zoning section, as a vacant site, the subject is limited to a narrow variety of commercial or residential applications, subject to the city's acceptance and approval of a proposed plan. The current zoning is highly limited and the subject's practical utilization options are determined through a city approval process and possibly rezoning.

***Physically Possible*** –

The subject's physical constraints are substantial. Initially, there is only an estimated 10,300 square feet of upland area. Even some of this area becomes submerged land at times or is subject to flooding during unusually high tides and severe tides. The subject will require specialized engineering and building tactics because of the flood zone and because of its relationship to the water. Additionally, environmentally sensitive Mangrove habitat borders the southern property boundary. Lastly, there is no sewer infrastructure in place at the subject site. The closest sewer lines are located approximately 600' to the east and would require a sub-aqueous crossing and a lift station to obtain sewer service. Sewer would be required for any form of full service food establishment according to the City of Fort Pierce Planning Department. Lastly, there is very limited on site parking for the subject property. While there is public parking close by, higher volume establishments could become underserviced on parking, particularly during times of high heavy public parking loads in these public lots. The physical constraints of the site obviously limit the scale of the development. Partially sub-merged land does still hold utility for dockage and possible building area with pier / piling construction.

***Financially Feasible / Maximally Productive*** –

As vacant, the subject site should be developed with a commercial use to the intensity permitted by the physical constraints of the site. The subject's waterfront location on a primary roadway makes it a good candidate for exposure driven marine related retail establishments including full service restaurants, bait and tackle, boating supplies, fish markets, light service restaurants, etc.

Full services restaurants are an obvious potentially good use of the property based on the waterfront location. However, larger, high volume facilities will be needed to justify development costs that include relatively long distance underwater sewer extension and enhanced building construction standards. Obtaining the scale necessary to justify these costs will be difficult because of the limited site area / building area. Still, the subject is a good candidade for this type of use depending on the scale of development it can support. Less intense uses become ideal candidates for the site if full service restaurant usage cannot be feasibly accomplished. This includes light service restaurants or other

small scale retail uses. We point to the existing use as a good indicator of less intense use types that are well situated on the site.

***Conclusion - As Improved***

Based on our analysis, the existing improvements are contributing value to the property above that of a vacant site and therefore are representative of the highest and best use. It is questionable whether or not existing improvements are maximally productive or if there are upgrades that could feasibly increase the intensity of the property.

The subject is a good candidate for upgrades in intensity based on characteristics including location, exposure & supply / demand factors. However, upgrading the current facility centers around the question of feasibility that is influenced by its physical constraints of size and water impact. Upgrades to a full service restaurant would require presence of sewer, costly kitchen upgrades and satisfying other building codes, possible addition of parking, etc. If the intensity of the subject can be increased to the scale necessary to justify costs, then the facility should be upgraded. If upgrading is not feasible, which would have to be determined by a specific proposal, then the site should continue to be operated in its current format.

## *THE APPRAISAL PROCESS*

The valuation process is the orderly program in which the data used to estimate the value of the subject property are acquired, classified, analyzed, and presented. The first step in the process is to define the appraisal problem - i.e., identify the real estate, the effective date of the value estimate, the property rights being appraised, and the type of value sought. Once this has been accomplished, the appraiser collects and analyzes the factors that affect the market value of the subject property. These factors are addressed in the area and neighborhood analyses, the site and improvement analysis, and the Highest and Best Use analysis, and in the application of the three approaches to value. Appraisers generally use three approaches to value: The Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach.

The first approach is the Cost Approach to value. Accrued depreciation is deducted from the cost new of the improvements and this figure is added to the land value to indicate the value of the whole property. Generally, land value is obtained through sales comparison. The reproduction cost new of the improvements is estimated based on current prices for component parts of the building less depreciation, which is computed by analyzing the disadvantages of deficiencies of the existing building as compared to a new building. The Cost Approach is excluded from this assignment as outlined in the scope of work. A Cost Approach is completed in this assignment with additional income analysis utilized to supplement the estimate of contributory value of improvements.

The Sales Comparison Approach is used to estimate the value of the land as though vacant and/or the property as improved. The appraiser gathers data on sales of comparable properties and analyzes the nature and conditions of each sale, making logical adjustments for dissimilar characteristics. Typically, a common denominator is found. For land value, the unit of comparison is usually price per square foot or price per acre; for improve properties, it may be price per square foot, price per unit, or a gross rent multiplier. The Sales Comparison Approach produces a good indication of value when sales of similar properties are available. An improved Sales Comparison Approach is not completed in this assignment due to the lack of sufficient improved comparable sales.

The Income Approach is predicated on the assumption that a definite relationship exists between the amount of income a property can earn and its value. In other words, value is created by the expectation of income benefits to be derived in the future. In this approach, the anticipated annual net income is stabilized and then converted into a value estimate by division using a market derived overall. The Income Approach is also not applicable due to the lack of comparable rental data and the fact that owner occupants tend to control the market for properties in this class.

The final step in the valuation process is the reconciliation or correlation of the value indications. In the reconciliation, the appraiser considers the relative applicability of each of the approaches used, examines the range of the value indications, and gives most weight to the approach that appears to produce the most reliable solution to the appraisal

problem. The purpose of the appraisal, the type of property, and the adequacy and reliability of the data are analyzed; also considered in assessing the reliability of each approach to value. To apply the three approaches to value, information pertaining to the fair market value of the subject property must be derived from the market because the appraiser seeks to anticipate the actions of buyers and sellers in the market.

## *LAND VALUE BY SALES COMPARISON APPROACH*

### ***Preface***

The Dictionary of Real Estate Appraisal (Third Edition), by the Appraisal Institute, defines Sales Comparison Approach on page 318 as follows:

> "A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison."

### ***Overview of Comparable Sale Selection***

Our search for comparables focused on small waterfront commercial sites with similar utility / highest and best use to the subject. Sales are very limited, particularly sales that align with the subject in all the desired categories. However, we do have sales that align with the subject on various levels of the highest and best use spectrum and that are ultimately reflective of the same influences that will drive value for the subject property. Sales are outlined on the following page and are followed by a discussion of adjustments and the value correlation.

### ***Unit of Comparison***

We believe that the market will tend to evaluate the subject property in terms of price per square foot of upland area. This requires the estimation of upland area, which we have previously detailed in the report. Since upland area holds the majority of value, it is more logical to start with the upland area parameter and make recognition to marginal utility that may arise from submerged land vs. including all submerged land and making deductions for enhanced utility of sales that contain all upland.

Notably, we have completed a separately land grid that contains a full set of adjustments using total land area. That is being retained in our files; however, the price per upland square foot analysis is most credible in this case and is presented on the following pages:

| LAND SALES ADJUSTMENT GRID | | | | | | |
|---|---|---|---|---|---|---|
| | **SUBJECT PROPERTY** | **SALE 1** | **SALE 2** | **SALE 3** | **SALE 4** | **SALE 5** |
| LOCATION | 106 N Causeway Drive<br>Fort Pierce, FL | 1502 Seaway Drive<br>Fort Pierce, FL | 111 Boston Avenue<br>Fort Pierce, FL | 3805 NE Indian River Drive<br>Jensen Beach, FL | 306 South Ocean Drive<br>Fort Pierce, FL | 1920 Seaway Drive<br>Fort Pierce, FL |
| OR BOOK & PAGE | - | 3760, 810 | 3889, 195 | 2796, 2985 | 4102, 1557 | 3724, 472 |
| SALES PRICE/LIST PRICE | - | $ 1,450,000 | $287,000 | $ 400,000 | $ 275,000 | $ 1,700,000 |
| CASH EQUIV. ADJUSTMENT | - | $ - | - | $ - | $ - | $ - |
| RESIDUAL LAND VALUE | - | $ 1,450,000 | $287,000 | $ 400,000 | $ 275,000 | $ 1,700,000 |
| ARM'S LENGTH SALE | Yes | Yes | Yes | Yes | Yes | Yes |
| PROPERTY RIGHTS | Fee Simple | Fee Simple | Fee Simple | Fee Simple | Fee Simple | Fee Simple |
| SALE DATE | Active | Jun-15 | Jun-16 | Jul-15 | Feb-18 | Mar-15 |
| SITE SIZE (ESTIMATED UPLAND) | 10,300 | 40,824 | 12,436 | 12,632 | 14,844 | 48,504 |
| SITE SIZE (ACRES) | 0.24 | 0.94 | 0.29 | 0.29 | 0.34 | 1.11 |
| ZONING | OS-2 | C-5 | C-1 | C-5 | R4A | C-5 |
| VIEW | Water / Docks | Inlet View | River View | Inlet View | Ocean View | Inlet View |
| TOPOGRAPHY | Partially Sub-Merged | Similar | Elevated | Similar | Dunes | Typical |
| UTILITIES | Water Available | Available | Available | Available | Available | Available |
| OTHER | Waterfront | Waterfront | Non-Waterfront | Waterfront | Waterfront | Waterfront |
| **SALE PRICE / SF** | **-** | **$ 35.52** | **$ 23.08** | **$ 31.67** | **$ 18.53** | **$ 35.05** |
| **ADJUSTMENTS** | | | | | | |
| Conditions of Sale Adjustments | - | 0% | 0% | 0% | 0% | 0% |
| Adjusted Sale Price / SF | - | **$ 35.52** | **$ 23.08** | **$ 31.67** | **$ 18.53** | **$ 35.05** |
| Market Conditions | - | 15% | 10% | 15% | 0% | 15% |
| Adjusted Price / SF | - | **$ 40.85** | **$ 25.39** | **$ 36.42** | **$ 18.53** | **$ 40.31** |
| Location / View | - | -15% | 25% | -10% | 0% | -15% |
| Size | - | 15% | 0% | 0% | 0% | 15% |
| Zoning | - | 0% | 0% | 0% | 0% | 0% |
| Shape, Topo, Environmental | - | 0% | 10% | 10% | 10% | 0% |
| Utilities | - | -15% | -15% | -15% | -15% | -15% |
| Net Adjustments | - | -15% | 20% | -15% | -5% | -15% |
| Adjusted Price / SF | | $ 34.72 | $ 30.46 | $ 30.95 | $ 17.60 | $ 34.26 |

***Discussion of Sales***

**Conditions of Sale:** Sales were each confirmed with a party directly involved in the transaction. None of the prices were significantly impacted by atypical circumstances and no adjustments are made in this category.

**Market Conditions:** The local real estate market has experienced strengthening prices over the time period represented by sales. The rates of increases has tended to vary and periods of more rapid price appreciation have been mixed with period of relative stability over the past three years. Upward adjustments are made based on our review of paired sales within this market segment, through review of active listing, and through discussions with market participants.

**Location:** This adjustment considers the larger scale locational attributes of each site along with more site specific factors such as view:

- Sales 1 and 5 are located on the Fort Pierce inlet on South Hutchinson Island. This is considered a superior waterfront location due to more commercial anchors nearby and deep water. Sale 1 was designed to include dockage; while Sale 5 was not improved with dockage, it is located towards the east end of the inlet and has ocean views. Views of both sites are generally considered more favorable to the subject's more narrow internal waterway view. A downward adjustment of 15% is made to each of these sales.

  Sale 3 is located in Jensen Beach at the downtown round-a-bout. This is also a more active area. Additionally, price premiums are seen for Martin County vs. Saint Lucie County all other factors equal. A downward adjustment of 10% is made.

  Sale 2 is located in downtown Fort Pierce. This property is on a ridge and has potential water views, but no water access. An upward adjustment is made for the subject's water frontage / access.

  Sale 4 is located in the South Hutchinson Island ocean and is not adjusted. This sale's ocean frontage and access is viewed as offsetting with the subject's dockage capacity.

**Size**:

- Smaller sites and those at lower gross price levels tend to sell at a premium on a per unit basis to those that are larger and at higher gross price levels. The subject is evaluated based on price per upland square feet. Using this parameter, upward adjustments are appropriate for the much larger sales, Sale 1 and Sale 5, which would see dilution in price per unit vs. the subject.

**Zoning:** The subject's current zoning is very restrictive. However, our conversations with the city and planners indicate that the subject has the ability to be used for applications outside of the current zoning. We have made assumptions regarding what is legally permissible on the subject site. Those assumptions indicate that, based on zoning and legal permissibility, the subject is not any more restrictive than other sites used as comparables. We also note that the subject has an existing retail use and the only way to fairly evaluate the contribution of that use to the site is through comparison to sales having similar use potential. The limiting factors for the subject property are physical in nature. No adjustments are made for zoning as a result.

**Shape / Topo / Environmental:** The subject is evaluated based on its upland land area. There are still factors that may inhibit or enhance its utility vs. other sites having similar physical characteristics. The following factors are considered negative influences to the property's utility:

- The site is atypically shaped
- There are environmentally sensitive areas along the southern perimeter of the site
- The property is in a flood zone and experiences varying levels of water submersion depending on tide; both factors may complicate structural requirements and cost

- The subject possessed additional land area that is submerged. This land is not included in the base upland area parameter, but adds a level of positive influence on site utility since it is included in the lease and is actually being utilized in support of a building at this time. Thus, this factors must be accounted for as a positive site influence.

Adjustments are made as follows:

Sales 1 and 5 are superior in shape and did not have upland area influenced by environmentally sensitive factors. This is offsetting with the subject's added utility of submerged land area. No adjustments are made.

Sales 2, 3, and 4 were all atypically shaped sites with varying degrees of environmental concerns and / or topographical drawbacks that added layers of complication and cost to development. Sale 4 was located on the ocean and had to contend with protected dune areas and also was situated in a flood zone and east of the coastal construction control line. These sales are all given upward adjustments for the subject having bonus utility in submerged land compared to these sales.

**Utilities**: The subject has no access to sewer, which limits its ability to be utilized as a full service restaurant. Higher sales volumes will likely be necessary to support more costly improvements. The lack of sewer may therefore serve to limit feasibility in more costly development styles. Without sewer, the subject can still function in a commercial capacity. That is limited vs. the sales, however. Downward adjustments of 15% are

made in this category. In making this adjustment, we have looked at the factors involved in extending sewer to the subject site in addition to comparing the typical prices differences seen in the marketplace between sites that have access to sewer and those that are limited in scale due to no access or costly access.

**Value Correlation**

The sales evaluated represent nice quality waterfront sites with overlap in highest and best use to the subject. That said, they are basically all superior to the subject due to the restrictive nature of the subject's lack of sewer and physical character. Ultimately, we believe that the adjustments made reasonably reflect the physical characteristics of the property. The sales ranged in adjusted price from $17.60 to $34.72 per square foot. The subject's value parameter is best placed within the range at $32.00 per square foot. Land Value is now calculated as follows:

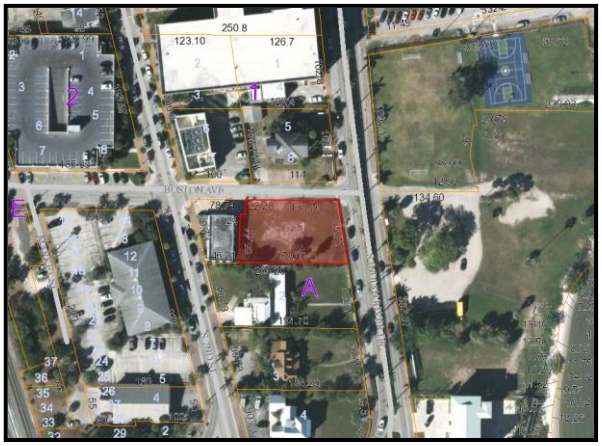
**10,300± Upland SF @ $32.00 Per Square Foot**
**=$329,600**
**Rounded to $330,000**

## LAND SALE AERIALS

**SALE 1**



**SALE 2**



**SALE 3**



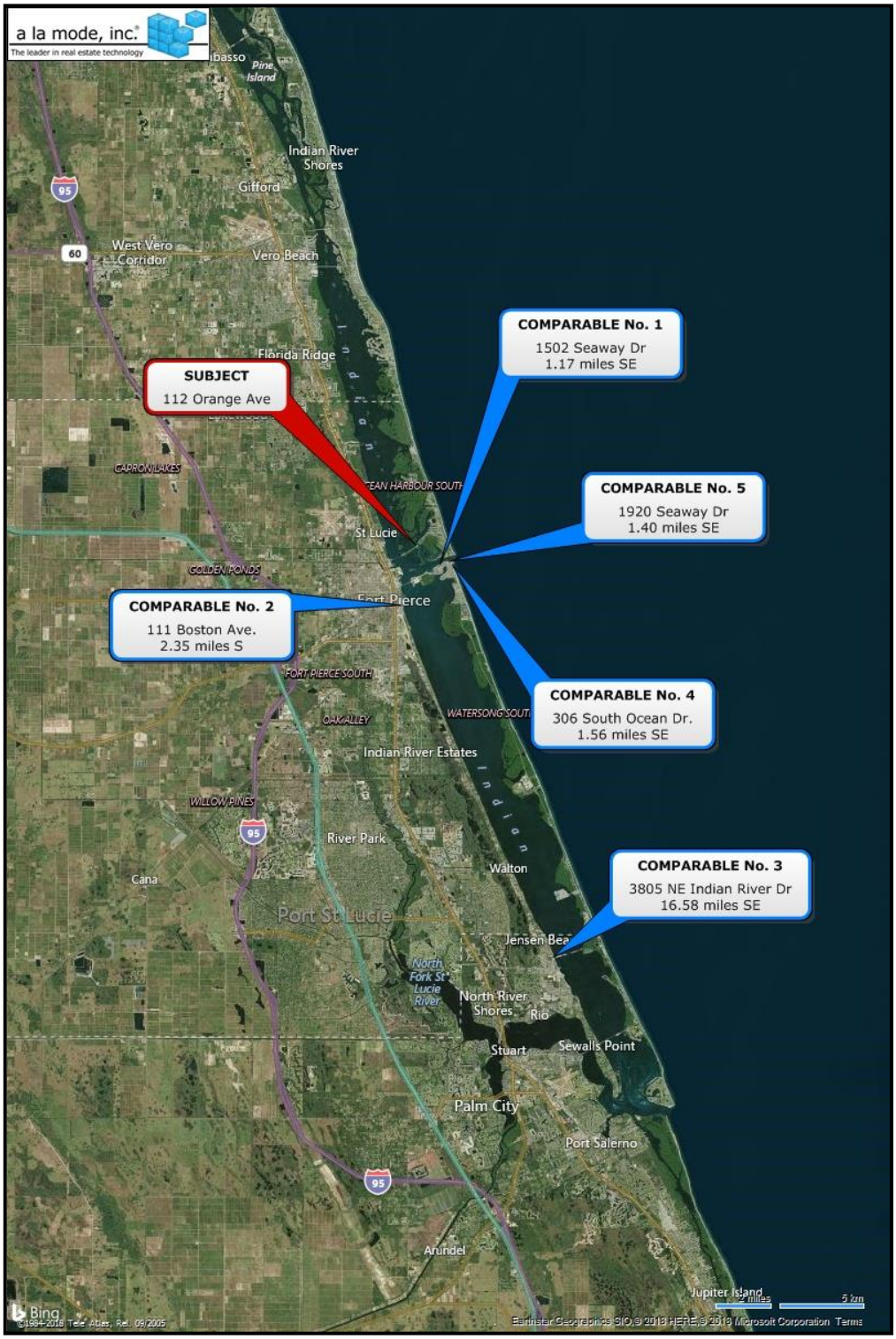

**SALE 4**



**SALE 5**



## COMPARABLE SALES MAP



### *Replacement Cost New of Improvements*

### *Main Building*

Replacement cost new of the subject's improvements is best estimated using the Marshall & Swift Cost Estimating manual. Building improvements are classified as Class "D" Retail Store found in Section 13, Page 26. The subject is aligned with an Average quality rating, which produces a base cost new rate of $80.00 per square foot. An adjustment to the base cost rate is made at $5.00 per square foot for the presence of an approximate 200 square foot attached storage area. This results in an adjusted base cost new of $85.00 per square foot. While the subject property will be requires to adhere to specialized building codes because of its location and flood zone, new construction would be more costly to complete. However, the subject was constructed in 1960 and the existing construction level does not reflect enhanced standards.

The overall multiplier applicable to the subject property is 1.17 for an adjusted base cost new rate of $99.45 per square foot.

The subject's Replacement Cost New is calculated as follows:

**860 SF X $99.45 Per Square Foot**
**=$85,527**

### *Canopy & Deck*

The subject's canopy and deck area was estimated using Marshall & Swift, in addition to local sources involved in the construction of similar facilities on the waterfront. Based on our research, the subject's deck and canopy area is best estimated using a figure of $35.00 per square foot. The replacement cost new for deck only areas is estimated at $25.00 per square foot. Therefore, based on each area's total square footage, the replacement cost new of these two components is estimated as follows:

| | |
|---|---|
| Canopy & Deck - 616 SF @ $35 / SF: | $21,560 |
| Deck - 1,150 SF @ $25 / SF: | $28,750 |
| Total: | $50,310 |

### *Docks*

Local sources are utilized in the replacement cost new of docks. The subject has roughly 550 linear feet of dockage with electric and water stations along the main dock area and one boat lift. Based on the width, construction quality, and type of dock, a figure of $200 per linear foot is reasonable across the entire project. An additional

$10,000 is added for the boat lift. The replacement cost new of docks & boat lift is now calculated as follows:

550 Linear Feet @ $200 / Linear Foot = $110,000
+ Lift @ $10,000 = $120,000

***Other / Site Improvements***

The subject has other improvements in place including city water hookups, impact fee payment that is built into the operating facility, septic system, and very basic parking improvements. The value of these items is estimated on an "As Is" basis at $10,000. This is based on extractions of value that have been completed on comparable commercial facilities. Note that this amount is not included in the tally of items whose contributory value is based on replacement cost new less depreciation. That tally is below:

***Total Replacement Cost New***

| Replacement Cost Totals | | | |
|---|---|---|---|
| Component | Size | Rate | Cost New |
| Main Building | 860 | $ 99.45 | $ 85,527 |
| Canopy | 616 | $ 35.00 | $ 21,560 |
| Deck | 1,150 | $ 25.00 | $ 28,750 |
| Docks + Lift | 550 (LF) | 200.00 | $120,000 |
| Total | | | 255,837 |

***Building Depreciation***

***External***: Presence of external obsolescence is not seen in the market segment now due to economic conditions. New building and growth within the class of property is evidence of this.

***Functional***: Ideal building improvements would allow the building to fully capitalize on demand that is present in the marketplace. The subject is below ideal standards in terms of its size and ability to support higher volume retail utilization. There are difficulties in curing these issues because of feasibility. A reasonable functional depreciation estimate of 10% is made for the subject's improvements that do not allow for full capture of demand. This assessment is supported through review of the current rental rate.

***Physical***: Physical depreciation is based on an effective age of 20 years and a total economic life of 55 years. (36%) This is reasonable based on the subject's age, remodeling within the past 20 years and current condition level.

***Other Depreciation***

Canopy, decks, and docks are subject to differing depreciation levels than the subject's main building. These component are not recognized to have a presence of functional obsolescence; however, they have shorter economic lives typically and therefore depreciate at a higher rate. Depreciation for other components is estimated as follows:

Canopy / Decks: These areas are in average condition. The total economic life of each of these components on a blended, collective basis is 35 years. The estimated effective age is 12 years. Therefore, depreciation for these two components is estimated at 34%.

Docks: The estimated economic life of docks is 30 years. The estimated effective age of the subject's docks/lift is 8 years which includes consideration to physical and functional characteristics. We note that a higher estimate of depreciation is appropriate for the docks since a fairly large amount of the linear footage is in shallow water and not able to generate consistent revenue or the revenue is marginal vs. primary docking areas. Depreciation for docks is calculated at 26%.

***Entrepreneurial Incentive***

No entrepreneurial incentive is present in new development of projects like the subject. The motivating factor in the event of development centers around rewards associated with a business enterprise rather than profitability in development of real estate. No allowance is made for unique projects like this where there is functional obsolescence present.

### *Summary of the Cost Approach*

The market value of the subject property via the Cost Approach is now presented completely below.

| Summary of Cost Approach | | | | | | |
|---|---|---|---|---|---|---|
| Component | Size | Rate | Cost New / Contributory Value | Depreciation Rate | Depreciation | Contributory Value |
| Building | 860 | $ 99.45 | $ 85,527 | 46% | $ 39,342 | $ 46,185 |
| Canopy & Deck | 616 | $ 35.00 | $ 21,560 | 34% | $ 7,330 | $ 14,230 |
| Deck | 1,150 | $ 25.00 | $ 28,750 | 34% | $ 9,775 | $ 18,975 |
| Docks + Lift | 550 | $200.00 | $ 120,000 | 26% | $ 31,200 | $ 88,800 |
| Developer's Profit | | | - | | | $ - |
| Total Cost New / Contributory Value | | | $ 255,837 | $ - | $ - | $ 168,189 |
| As Is Value of Other Site Improvements | | | - | | | $ 10,000 |
| Add Site Value | | | | | | $ 330,000 |
| Value by Cost Approach | | | | | | $ 508,189 |

The value estimated by the Cost Approach was $508,189, rounded to $510,000.

### *Contributory Value Crosscheck*

***Dockage / Income***: We have also reviewed the income capacity of the docks as a method of crosschecking the cost based estimate of contributory value. This is the single largest value contribution in terms of improvements. Boat storage generates on average $140 per boat per month. A reasonable estimate of stabilized occupancy for the 22 slips is 75% based on our research, or 16.5 slips. This equates to stabilized Effective Gross Income of $2,310 per month, or $27,720 annually. The docks require more than property management since there is regular assistance required with docking, scheduling, etc. Labor associated with dock income is expected to cost $12 per hour with a 10 hour weekly workload including heavy weekend hours. This equates to $6,240 per year. Other expenses associated with the dock that must be deducted to reach net operating income include pro-rata share of taxes, insurance, & electric and water. Together, these items are estimated at an additional $7,500 annually. Thus, net income of the dock property component is calculated at $13,980. Within the context of the larger market, this type of income stream is at the upper end of the rate spectrum since because the physical improvements are subject to natural disasters and occupancy can vary greatly depending on a variety of factors. Lower durability income streams of this type are typically capitalized in the 12%+ range. Using a capitalization rate of 13.5%, the implied value of the docks from an income standpoint is $103,555. This is considered supportive of the cost based estimate of contributory value.

## *RECONCILIATION*

The three approaches to value which were utilized produced the following value results for the property under each valuation scenario:

| | |
|---|---|
| COST APPROACH | $510,000 |
| SALES COMPARISON APPROACH | Not Used |
| INCOME CAPITALIZATION APPROACH | Not Used |

The Cost Approach is the only method that can be reliably employed for the subject property given the lack of improved sales involving similar property. The Cost Approach is completed by completion of a sufficiently supported Sales Comparison Approach for land value and them primarily using cost / depreciation analysis. The results of the cost / depreciation analysis were crosschecked using the land residual technique and an income based analysis for docks.

Therefore, it is our opinion that the Market Value to the Fee Simple Title to the subject property as of June 22, 2018 is as follows:

**FIVE HUNDRED TEN THOUSAND DOLLARS**
**$510,000**

## *CERTIFICATION*

- We certify that, to the best of our knowledge and belief,..
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement is this assignment was not contingent upon developing or reporting of predetermined results.
- Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of subsequent event directly related to the use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Thomas Osteen, MAI, SRA and Cooper Osteen have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report.
- Our value conclusion, as well as other opinions expressed herein, is not based on a requested minimum value, or specific value, or approval of a loan.
- As of the date of this report, I Thomas Osteen, MAI, SRA have completed the requirements of the continuing education program of the Appraisal Institute.
- This report is subject to review by the State of Florida and by the Appraisal Institute.
- We have not provided any valuation services involving the subject property in the last three years.



Thomas A. Osteen, MAI, SRA
State Certified General Real Estate Appraiser, RZ0000174



Cooper Osteen
State Certified General Real Estate Appraiser RZ3707

## *QUALIFICATIONS OF THOMAS A. OSTEEN, MAI, SRA*

### Professional Memberships

- MAI - member, Appraisal Institute of Real Estate Appraisers.
- SRPA - Senior Real Property Appraiser - Society of Real Estate Appraisers.
- SRA - Senior Residential Appraiser - Society of Real Estate Appraisers.

### Professional Experience

- State Certified General Appraiser - State of Florida Since June, 1990, #RZ0000174
- President - Osteen Appraisal Services, Inc. - 1984 - Present.
- Licensed Real Estate Broker - State of Florida since 1984.
- Broker - Salesman - State of Florida - 1981 - 1984.
- Real Estate Salesman - State of Florida - 1976 - 1981.

### Professional Training

- Numerous courses and appraisal seminars between 2000 and 2011
- Bachelor of Science Degree, Real Estate Major, Florida State University, 1976.
- Associates of Arts Degree, Indian River Community College, 1974

### Experience

Continuous appraisal of real property in the State of Florida since 1976. Appraisal practice encompasses a wide array of commercial, agricultural and residential properties including complex special purpose properties.

### Continuing Education

As of the date of this report I, Thomas A. Osteen, MAI, SRA, SRPA has completed the requirements under the continuing education program of the Appraisal Institute.

## *QUALIFICATIONS OF COOPER OSTEEN*

### Licensure

COOPER OSTEEN, Registered Trainee Appraiser Florida License R122707

### Education

John Carroll High School, Graduated May, 2001.

Indian River Community College, Graduated 2003, AA Degree.

University of Mississippi, Graduated May 2008, B.A. Degree.

### Professional Memberships

Residential Associate Member, Appraisal Institute

State of Florida – Registered Trainee Real Estate Appraiser # R122707

### Appraisal Courses and Seminars Completed

Appraisal Institute – "Basic Appraisal Principles" April, 2007 (30 Hours) Denver, CO

Appraisal Institute – "Basic Appraisal Procedures" April, 2007 (30 Hours) Denver, CO

Appraisal Institute – "15 Hour National USPAP Course" April, 2007 (15 Hours) Denver, CO

Appraisal Institute – "Residential Market Analysis & Highest and Best Use" May, 2007 (15 Hours) Tampa, FL

Appraisal Institute – "Residential Site Valuation and Cost Approach" May, 2007 (15 Hours) Tampa, FL

Appraisal Institute – "Residential Sales Comparison & Income Approaches" July, 2007 (30 Hours) Miami, FL

Appraisal Institute – "General Appraiser Income Approach Part 1"
2008
(30 Hours) Tampa, FL

## Types of Property Appraised

- Single Family Residences
- Condominium Units
- Small Income Producing Properties
- Vacant Residential Land
- Vacant Agricultural Land
- Mobile Homes
- Vacant Commercial Land
- Barrier Island Property
- Restaurants
- Small Professional / Medical Office
- Light Industrial
- Flex Warehouses
- Small Citrus Groves
- Special Use Properties
- Commercial Income Properties

## NOTICE TO PROCEED

Date:

**June 15, 2018**

**TO:** **Osteen Appraisal Services, Inc., 131 North Second Street, Fort Pierce, FL 34950 Attn: Tom Osteen, MAI, SRA, Contractor.**

**RE:** **Property Appraisals: 505 North 7th Street, PID: 2410-601-0134-000-8**

**PROJECT NO.:** **Informal Bid No. 2018-497**

**PROJECT NAME:** **Market Value Property Appraisal – Tax ID 1434-100-0000-020-9, Little Jim Bait and Tackle**

**COST OF PROJECT:** **$1,700.00 (Seventeen Hundred Dollars and No Cents) Purchase Order No. 181185 Attached.**

You are hereby notified to proceed with the Work on subject Project on or before **June 15, 2018** and to complete the same no later than **June 29, 2018 (two weeks).** The completion date for this project shall be: **No later than July 6, 2018.**

**Please sign in the space provided below and return to us via email: gcarter@city-ftpierce.com or fax: (772) 467-3848, as this will constitute your acceptance of this award.**

**OWNER:**

BY:

CITY OF FT. PIERCE, FLORIDA
P.O. BOX 1480
FT. PIERCE, FL 34954-1480

Gelencia Carter, M.P.A.
Purchasing Manager