

# CITY OF FORT PIERCE

## CITY COMMISSION AGENDA

Regular Meeting - Monday, January 7, 2019 - 6:30 p.m.

City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Father Daniel Daza-Jaller, St. Anastasia Catholic Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
  - a. Approval of the minutes from the December 17, 2018 Regular Meeting.
  - b. Approval of the minutes from the December 6, 2018 Special Meeting and the December 20, 2018 Special Meeting.
6. **PROCLAMATIONS**
  - a. Special Presentation by Mayor Linda Hudson
7. **LETTERS TO COMMISSION**
  - a. Letter received from Richard Pegher expressing appreciation that the City kept the Indian Hills Golf Course, hired a professional maintenance company and hired Danny Visconti as the head professional.
  - b. Text received by Linda Tapia, a School District employee who works closely with Juan Diego Catholic Mission Church and is dedicated to helping children and their families whose native language may not be English, conveying her admiration and gratitude for the officers with the Fort Pierce Police Department.
  - c. Letter from Richard A. Pegher commending the City of Fort Pierce for its operation of Indian Hills Golf Course, specifically, hiring a professional golf course grounds maintenance company and hiring Dan Visconti as the head professional.

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. Main Street Organization's 2018-19 Action Plan Update

11. **CONSENT AGENDA**

- a. Request to reduce code enforcement lien in the amount of \$5,540.00 against 2002 West 21st Court, Ft. Pierce, FL - Parcel ID Number 1433-701-0256-000-4 owned by Eloise Brown, P. O. Box 5755, Takoma Park, MD 20913 to \$1,540.00 payable in 30 days.
- b. Request to reduce code enforcement lien in the amount of \$52,440.00 against 2108 Barcelona Avenue, Ft. Pierce, FL 34946 - Parcel ID Number 1433-701-0188-000-6 owned by John Howard, 2108 Barcelona Avenue, Ft. Pierce, FL 34946 to \$804.72 payable in 60 days.
- c. Request to reduce code enforcement lien in the amount of \$32,240.00 against 1208 N 20th St, Ft. Pierce, FL - Parcel ID Number 2404-702-0128-000-4 - owned by John Benmoshe, JBM Properties LLC, 12723 Ashley Falls Dr., San Diego, CA 92130 to \$1000.00 payable in 30 days.
- d. Approve waiver of fees in the amount of \$2,100.07 associated with lot clearing lien against 503 N 14th St, Ft. Pierce, FL 34950 - Parcel ID Number 2409-503-0014-000-6 previously owned by Serge Camille, 4560 NW 49th Court, Coconut Creek, FL 33073 and currently owned by, Vincent Marcellino, 5625 N.W. Wawan Court, Port St. Lucie, FL 34986 contingent upon payment of \$778.37 payable in 30 days.
- e. Approve waiver of fees in the amount of \$304.82 associated with lot clearing lien against 503 N 14th St, Ft. Pierce, FL 34950 - Parcel ID Number 2409-503-0014-000-6 previously owned by Serge Camille, 4560 NW 49th Court, Coconut Creek, FL 33073 and currently owned by, Vincent Marcellino, 5625 N.W. Wawan Court, Port St. Lucie, FL 34986 contingent upon payment of \$156.77 payable in 30 days.

- f. Approve waiver of fees in the amount of \$3,517.84 associated with demolition lien against 503 N 14th St, Ft. Pierce, FL 34950 - Parcel ID Number 2409-503-0014-000-6 previously owned by Serge Camille, 4560 NW 49th Court, Coconut Creek, FL 33073 and currently owned by Vincent Marcellino, 5625 N.W. Wawan Court, Port St. Lucie, FL 34986 contingent upon payment of \$2,720.00 payable in 30 days.
- g. Request approval of application of Glotel, Inc. for installation of a new above-ground, 211-gallon diesel tank to be located at 712 Citrus Avenue.
- h. Approval of Change Order No. 1 to Waterfront Properties LLC. dba Gator Dredging in the amount of \$51,860.00. Pending approval by City Attorney as to form and correctness.

12. **PUBLIC HEARINGS**

- a. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction submitted by property owners, Anne Bifulci and Giacomo Paglia, and applicant, Real Estate Expo, to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of one (1) month at 355 S. Ocean Drive #304, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-522-0013-000-4.
- b. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction submitted by property owner, Rose Smith, 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 1002 Windward Drive #3101, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2507-888-0049-000-5.

13. **CITY COMMISSION**

- a. Resolution 19-R01 Supporting Stop Harmful Discharges Act H.R.6700
- b. Resolution 19-R02 Approving the reappointment of William Nunn and Sheila Bradley to the Housing Authority of Fort Pierce.
- c. Selection of Mayor Pro Tem pursuant to Section 23 of the City Charter which requires the city Commissioners to select one (1) of their number as Mayor Pro Tem at the first regular meeting following January 1.

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**

- a. City Manager's Report and Purchase Order Report

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

**City Commission Regular Meeting**

**5.a.**

**Meeting Date:** 01/07/2019

**Re:** Meeting Minutes from 12/17/18 Regular Meeting

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

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**SUBJECT:**

Approval of the minutes from the December 17, 2018 Regular Meeting.

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**Attachments**

Regular Mtg Minutes 12.17.2018

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**Form Review**

Form Started By: Noemi Rios

Started On: 12/21/2018 11:27 AM

Final Approval Date: 12/21/2018

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, **DECEMBER 17, 2018.**

**1. CALL TO ORDER**

**2. OPENING PRAYER** - Pastor Hazel Holyman, In the Image of 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: Interim City Attorney Benjamin Bryan  
City Clerk Linda Cox  
City Manager Nicholas Mimms

**5. APPROVAL OF MINUTES**

- a. Approval of minutes from the December 3, 2018 regular meeting.

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

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

**6. PROCLAMATIONS**

No proclamations were issued.

**7. LETTERS TO COMMISSION**

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

- a. Email from Dr. Julie Kittams and the staff of Operation S.O.S. thanking Code Compliance Manager Peggy Arraiz for her presentation of the City's Trap/Neuter/Vaccinate/Return (TNVR) program, which is a successful model for zero feral cat growth.
- b. Letter from Main Street Fort Pierce thanking the City of Fort Pierce, Public Works and the Police Department for their efforts supporting the Sights and Sounds Parade and keep attendees safe and the event secure. Special thanks were offered to Sgt. John Schramm, FPPD.

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

James Simpson spoke on item 10 a.

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

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

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

**10. MISCELLANEOUS REPORTS**

- a. Presentation and Options for the Old Dixie Highway Bridge at Taylor Creek which was closed to the public on January 25, 2018 due to structural damage sustained as a result of the damaging effects of Hurricane Irma.

Kim Graham, St. Lucie County Engineer, and Mike Middlebrook with the St. Lucie County Environmental Resources Department, gave a brief history of the bridge. Hurricane Irma impacted the infrastructure of the bridge. The bridge was built long ago and, thus, did not meet today's infrastructure standards. This was the culprit of its deterioration and the damage incurred. Four repair options were presented and the pros and cons of each were discussed among the City Commission along with the possibility of funding options. By consensus, the Commission opted for option #3.

- b. Fort Pierce Utilities Authority Quarterly Status Report by John Tompeck, Utilities Director

John Tompeck, FPUA Director, provided a quarterly update as requested by the City Commission in the last City Commission Regular Meeting.

## 11. CONSENT AGENDA

- a. Request approval to award General Services Continuing Contracts with the two (2) firms, S & ME and NZ Consultants, on a project by project basis, ranked highest as a result of RFQ 2018-054.
- b. Notification of a Minor Amendment to the Planned Development Site Plan for the KOA Campground owned and operated by S. R. Bacher Enterprises, LLC located 3180 S Jenkins Rd, Fort Pierce, FL.
- c. Request approval of Kimley-Horn & Associates, Inc. Specific Authorization No. 6 in an amount not to exceed \$65,916 to provide professional engineering services relating to the rehabilitation of the Citrus Avenue bridge.
- d. Approve Letter of Support for International Conservation Program via Sister Cities International
- e. Approval of Employment Agreement with Peter J. Sweeney for full time legal services as the City Attorney for the City of Fort Pierce.

Commissioner Perona and Commissioner Johnson pulled item 11 e for discussion.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve items 11 a through 11 d.

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

Passed

Commissioner Perona and Commissioner Johnson wanted to make sure there would be an overlap between our current Interim City Attorney and the new City Attorney so that Mr. Sweeney can have a briefing of where Mr. Bryan left off with his duties. Mr. Mimms indicated there would be an overlap of a day to get him up to speed.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to extend the Interim City Attorney's contract until January 7, 2019.

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

Passed

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item 11 e.

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

Passed

## 12. PUBLIC HEARINGS

- a. Presentation and Public Hearing of 2017-2018 Consolidated Annual Performance Evaluation Report (CAPER).

Elizabeth "Libby" Woodruff, Grants Administrator, and Caleta Scott, Lincoln Park Revitalization Coordinator, presented a recap of what was accomplished during the 2017-2018 Program Year for the Consolidated Annual Performance Evaluation Report (CAPER). An update was provided about new home owners and homes that have been rehabilitated. The first Business Expo was this year and small businesses were also supported through tourism promotions. Our third annual job fair took place in January. Many activities were arranged for our youth. Local artists have gotten involved to paint murals around our city. The community garden is currently progressing and on the way to achieving the long-term goal of alleviating our food desert.

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

- b. Legislative Hearing - Ordinance 18-042 Amending Chapter 13; Changing the Retirement vesting period from 10 years to 5 years for the Fort Pierce Utilities Authority, correcting Scrivener's error in Ordinance 18-037, adopted by Commission November 5, 2018. SECOND READING

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

ORDINANCE NO. 18-042 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING CODE SECTION 13-40; DECREASING CREDIT SERVICE REQUIREMENT FOR UTILITIES AUTHORITY COVERAGE PLAN; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

- c. Quasi-Judicial Hearing - Application submitted by Donald Noble to operate a food truck ("Fork It Over") at 1907 Avenue D, Fort Pierce. Said use requires a Waiver of Distance, Sec. 9-111(b)(1) and (2) to operate within 500 feet from a similar type of business and 300 feet from a church.

Before commencing this Quasi-Judicial Hearing, Ben Bryan, Jr., Interim 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.

That means that the only other individuals that may be heard are people who might have relevant information and their comments are limited to three (3) minutes each. Members of the public may be permitted to present their non-expert opinions, but the Commission must know that public sentiment is not relevant to the decision which must be based on competent, substantial evidence.

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.

Miriam Garcia, Deputy City Clerk, presented the City Commission with the distance

requirements of a mobile food unit from other businesses, parks, churches and schools. Fork It Over was approved last year to operate for the duration of one-year. Since the location continues to fall outside of the distance parameters listed, a waiver of distance is required in order for Mr. Noble to continue to operate.

Mayor Hudson opened the Public Hearing.

Candace Brown indicated there were still issues with the construction of the building where the food truck's business is supposed to move into.

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 c.

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

Passed

- d. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with New Construction & Design Review, submitted by Property Owners, Lesley Phillips & Abdel Jebbar Elbakkari, & Applicant, RG Towers LLC, to construct and operate a One Hundred & Thirty (130) foot Stealth Slim Pole Telecommunications Tower, located at 2006 Orange Avenue, Fort Pierce, FL. The property is zoned General Commercial (C-3) Parcel ID: 2409-605-0008-000-4

Mayor Hudson indicated the Quasi-Judicial Hearing procedures that Mr. Bryan, Interim City Attorney, read before still applied.

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; all five members had ex-parte communications.

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.

Brandon Creagan, Planning Analyst, presented the Conditional Use with New Construction & Design Review application to the City Commission giving visuals by means of the site plan and design, as well as the landscaping plan. Examples of the public art were also given. The Planning Board voted 5-2 to recommend approval of the request as presented. Staff recommends that the City Commission approve the Conditional Use with New Construction & Design Review with the following conditions:

1. The applicant sign the City's Mural Agreement & coordinate with the Grants Administration Division regarding their mural program for the proposed public art space on a 6 foot concrete wall and that the landscaping be adjusted in regards to the concrete wall versus the wooden fence.
2. The applicant donate \$25,000 for the cost associated with the installation & engineering for a bus shelter at 15th Street & Orange Avenue.
3. The applicant donate \$4,231.56 for the cost, shipping, & taxes for a bike rack and a bike "fix it" station.

Mayor Hudson opened the Public Hearing.

The applicants, Scott Richards, CEO of RG Towers and Holly Valdez, Vice President of Leasing and Operations with RG Towers, both confirmed being sworn in and indicated the differences between the first time they came before the City Commission regarding this tower, and the options presented this time around.

DJ Ferguson confirmed she was sworn in and indicated she and her mother are in opposition. Abdel Jebbar Elbakkari confirmed he was sworn in and is in favor.

Walliad Mustafa confirmed he was sworn in and is in favor.

Paul Schall confirmed he was sworn in and is in favor.

Scott Richards came back to the podium and, taking into consideration the prior comments, stated the benefits of having the towers.

Seeing no one else, the Mayor closed the Public Hearing.

The Commission discussed the staff recommended conditions at length.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve item 12 d with the following conditions:

1. The applicant install a 6-foot wooden fence with appropriate landscape; and
2. That the applicant does one of the following:
  - a. makes a \$10,000 capital contribution to the city
  - b. OR donates \$25,000 for the cost associated with the installation & engineering for a bus shelter at 15th Street and Orange Avenue and donates \$4,231.56 for the cost, shipping, taxes for a bike rack and a bike "fix it" station for a total of \$29,231.56.

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

Passed

- e. Resolution No. 18-R62 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 1705 N 27th Street to show cause why the structure located on the premises should not be condemned and demolished.

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

RESOLUTION NO. 18-R62 - A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 1705 N 27TH ST IN FORT PIERCE, FLORIDA IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT SAID BUILDING OR STRUCTURE SHALL BE CONDEMNED AND DEMOLISHED; DECLARING THE PARTIES OF INTEREST WERE PROVIDED THE OPPORTUNITY TO BE HEARD AND ARE RESPONSIBLE FOR THE REMOVAL OF THE BUILDING OR STRUCTURE; AND ORDERING THE CITY OF FORT PIERCE TO AFFECT SUCH REMOVAL AND PLACE A LIEN UPON THE PROPERTY IDENTIFIED IF COMPLETED BY THE CITY OF FORT PIERCE; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Hudson indicated the Quasi-Judicial Hearing procedures that Mr. Bryan, Interim City Attorney, read before still applied.

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.

Peggy Arraiz, Code Enforcement Manager, gave a history of the property. There were promises from the property owner indicating they'd repair the property but no building permits were ever pulled. There is a lien on the property and numerous code violations. The Notice of Unsafe Building was sent certified mail; it was returned unclaimed. Pictures of how the structure's condition is as of today were also presented as evidence to the City Commission. A title search was requested on 11/19/2018 and on 12/5/2018 and the results have yet to be received.

Mayor Hudson opened the Public Hearing.

Jeanne Arias confirmed she was sworn in. Ms. Arias had no ties to this property but was opposed to the demolition.

Seeing no one else, the Mayor closed the Public Hearing.

Because a title search has not been produced yet, the City Commission felt it was premature to proceed with demolition.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to table the decision of this possible demolition until the March 4, 2019 Regular Meeting.

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

Passed

### **13. CITY COMMISSION**

- a. Resolution No 18-R63 Supporting the Lincoln Theater restoration.

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, IN SUPPORT OF THE MARTIN LUTHER KING, JR. COMMEMORATIVE COMMITTEE, INC. OF ST. LUCIE COUNTY, FLORIDA, IN ITS INITIATIVE TO RENOVATE AND DEVELOP THE LINCOLN THEATER; PROVIDING FOR ASSISTANCE TO THE COMMITTEE TO FURTHER ITS EFFORTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve item 13 a.

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

Passed

### **14. COMMENTS FROM THE PUBLIC**

Paul Schall

### **15. COMMENTS FROM THE CITY MANAGER**

Nicholas Mimms, City Manager, reminded the City Commission that Lyle Sumeck had phone interviews scheduled with each member of the City Commission on December 18, 2018 and December 19, 2018 to discuss the Strategic Plan for The City of Fort Pierce and the background questions were distributed to each of them already in preparation for these telephone conferences.

### **16. COMMENTS FROM THE COMMISSION**

Commissioner Alexander wished everyone a Merry Christmas.

Commissioner Perona indicated he was excited about all the new projects for the city and he was happy about our reaching out to corresponding municipal parties, however, he did want to improve upon those relationships in order to solidify the plans ahead and make decisions congruently. He wished all a happy and safe holiday with their loved ones.

Commissioner Sessions commented on the passing of Margaret Benton and indicated she would be missed.

Commissioner Johnson was present for several St. Lucie County School District events and he was happy to see all the new technology that is readily available for students to use and how it's boosting their education which he sees, in the long-term, will benefit our community by continuing to produce productive citizens and creating a solid work force. St. Lucie County brought forth to the Treasure Coast Regional Planning Council (TCRPC) a Comp Plan Amendment having to do with the EAR Report allowing charter schools to be built outside of the urban services boundary. It was decided no charter schools will be built in the City of Fort Pierce and this troubled him.

Mayor Hudson indicated Coffee with the Mayor on Friday will be sponsored by The Crossings Community Church. Friday night is Sounds of the Seasons at the Sunrise Theatre and the Children's Services Council is promoting this event. She wished all the citizens and staff a Merry Christmas and Happy New Year.

### **17. ADJOURNMENT**

The meeting adjourned at 10:24 p.m.

ATTEST:

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CITY CLERK

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MAYOR COMMISSIONER

**City Commission Regular Meeting**

**5.b.**

**Meeting Date:** 01/07/2019

**Re:**

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**SUBJECT:**

Approval of the minutes from the December 6, 2018 Special Meeting and the December 20, 2018 Special Meeting.

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**Attachments**

12.06.2018

12.20.2018

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**Form Review**

Form Started By: Linda Cox

Started On: 12/28/2018 09:05 AM

Final Approval Date: 12/28/2018

MINUTES OF A SPECIAL 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 12:30 P.M. ON THURSDAY, **DECEMBER 6, 2018.**

**1. CALL TO ORDER**

Mayor Hudson called the meeting to order at 12:32 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

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

Staff Present: Interim City Attorney Benjamin Bryan  
City Clerk Linda Cox

**4. 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 fifteen 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.

**5. CITY ATTORNEY INTERVIEWS**

Colin Baenziger explained the interview process to the Mayor and City Commission. Each of the candidates were then asked questions by the Mayor and City Commission.

- a. Susan M. Garrett
- b. Cynthia A. Everett
- c. Iola T. Mosley
- d. Gary K. Oldehoff
- e. Peter "Pete" J. Sweeney

**6. DISCUSSION AND SELECTION OF CITY ATTORNEY**

At the conclusion of the interviews, the Mayor called a brief recess at 3:07 p.m.; the meeting reconvened at 3:19 p.m.

Mr. Baenziger asked that each commission select their top two candidates using the ballot provided. Commissioner Alexander selected Iola Mosley and Pete Sweeney. Commissioner Johnson selected Susan Garrett and Pete Sweeney. Commissioner Perona selected Susan Garrett and Pete Sweeney. Commissioner Sessions selected Iola Mosley and Pete Sweeney. Mayor Hudson selected Susan Garrett and Pete Sweeney. Accordingly the top two candidates were Susan Garrett and Pete Sweeney.

Mr. Baenziger then distributed a new ballot asking the Commissioners to select their top choice. The Mayor and Commissioners unanimously selected Pete Sweeney as the next City Attorney.

The Mayor will work with Mr. Baenziger and Mr. Bryan to negotiate a contract for Mr. Sweeney. Mayor Hudson indicated that she discussed with Mr. Sweeney his willingness to relocate into the City; he had no objection, but just needs some time.

**7. ADJOURNMENT**

The meeting adjourned at 3:31 p.m.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR COMMISSIONER

MINUTES OF A SPECIAL 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 9:00 A.M. ON THURSDAY, **DECEMBER 20, 2018.**

**1. CALL TO ORDER**

Mayor Hudson called the meeting to order at 9:00 a.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

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

Staff Present: Interim City Attorney Benjamin Bryan  
City Clerk Linda Cox  
City Manager Nicholas Mimms

Ms. Cox explained that Commissioner Sessions notified the City that he was unable to attend the meeting because of a conflict.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to excuse Commissioner Sessions.

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

Passed

**4. 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 fifteen 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.

**5. NEW BUSINESS**

- a. Resolution 18-R64 Authorizing the execution of deeds in favor of Florida Power and Light for the purposes of finalizing the sale of the Vero Beach Power Facility to FP&L; said property is owned by the City for the use and benefit of Fort Pierce Utilities Authority.

City Clerk Linda Cox introduced Resolution 18-R64, read by title only, into the record.

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING THE EXECUTION OF THREE (3) SPECIAL WARRANTY DEEDS IN FAVOR OF FLORIDA POWER & LIGHT COMPANY ON BEHALF OF THE FORT PIERCE UTILITIES AUTHORITY, PURSUANT TO THE ASSET PURCHASE AGREEMENT ENTERED INTO BETWEEN THE FORT PIERCE UTILITIES AUTHORITY AND FLORIDA POWER & LIGHT COMPANY AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID DEEDS ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.**

Mr. John Tompeck, Director of Utilities, explained the need for the Resolution. FPUA and the City of Vero Beach have a joint ownership agreement for a transmission line. FPUA had a right of first refusal should Vero Beach decide to sell their portion of the transmission line. FPUA decided not to exercise its right to purchase, but instead elected to sell its portion to FPL. An asset purchase agreement between FPUA and FPL was previously approved. In order to effectuate the sale, deeds must be executed for the sale to FPL; however the property is titled in the name of the City of Fort Pierce for the use and benefit of Fort Pierce Utilities Authority. Resolution 18-R64 authorizes the City to execute the deeds necessary to complete the asset purchase agreement.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Resolution 18-R64.

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

Passed

- b. Approval of Hold Harmless Agreement between the City of Fort Pierce and the Fort Pierce Utilities Authority relating to the FPUA/FPL Transaction authorized by Resolution 18-R64.

City Attorney Ben Bryan indicated that the hold harmless agreement essentially confirms that if any problems arise out the sale and/or transfer to FPL, it is the problem of Fort Pierce Utilities Authroity and not the City of Fort Pierce.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve hold harmless agreement.

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

Passed

Mayor Hudson indicated that the attorney's from FPL have asked that the City send a letter as follows:

To Whom it May Concern:

I am familiar with the terms of the agreement between Fort Pierce Utilities Authority and Florida Power & Light company regarding the asset purchase agreement (dated February 6, 2018 and as amended) to sell certain transmission line and switching assets to Florida Power & Light. The proceeds from the sale are to be given directly to Fort Pierce Utilities Authority.

Please contact me if you have any questions.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve letter as read.

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

Passed

Mayor Hudson wanted to make sure there was an understanding that if any additional changes for this sale are necessary they can be made without additional meetings so long as they are only to form but not substance. The lawyers on all sides have guaranteed that any future changes would be form and not substance. The City Attorney would make the call as to whether it is form or substance.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to confirm understanding.

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

Passed

## 6. ADJOURNMENT

Meeting adjourned at 9:12 a.m.

ATTEST:

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CITY CLERK

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MAYOR COMMISSIONER

**City Commission Regular Meeting**

**6.a.**

**Meeting Date:** 01/07/2019

**Re:**

---

**SUBJECT:**

Special Presentation by Mayor Linda Hudson

---

**Form Review**

Form Started By: Linda Cox

Started On: 12/28/2018 11:34 AM

Final Approval Date: 12/28/2018

**City Commission Regular Meeting**

**7.a.**

**Meeting Date:** 01/07/2019

**Re:** Letter of Appreciation

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

---

**SUBJECT:**

Letter received from Richard Pegher expressing appreciation that the City kept the Indian Hills Golf Course, hired a professional maintenance company and hired Danny Visconti as the head professional.

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**Attachments**

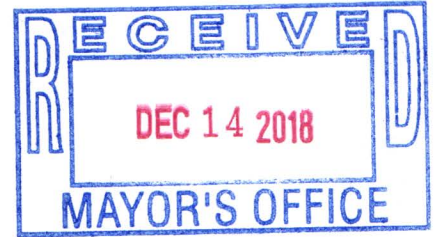
Letter

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	12/26/2018 10:32 AM
Form Started By: Linda Cox		Started On: 12/18/2018 11:38 AM
Final Approval Date: 12/26/2018		

Richard A. Pegher  
2020 Windward Drive  
Ft. Pierce, FL 34949  
M: 412-789-4577



December 11, 2018

Honorable Mayor Linda Hudson  
100 North US Highway 1  
Ft. Pierce, FL 34950

Dear Madam Mayor:

About a year and a half ago I met you at a City Committee Meeting at which was discussed the future of the Indian Hills Golf Course. I was generously allowed a few minutes to present my views for why the City's continued operation of an in-city golf facility would be in the best interest of Ft. Pierce.

I was therefore extremely pleased that the City wisely decided to keep operating the course. Then the City did two things that I am even more pleased about: 1) it hired a professional golf course grounds maintenance company, and 2) it hired Dan Visconti as head professional.

I've golfed at Indian Hills for the past ten years and must commend the City for the changes made in the past 14 months – *they've been incredible*. The overgrown trees, shrubs, weeds, etc. have been mostly removed, the fairways and tee boxes now actually have grass on them (yea!), the greens are beautiful putting surfaces that run true and hold approach shots.... I could go on and on. And the work of Dan Visconti and his staff have been equally incredible. His assistants (Danny and Scott) have followed his lead and now actually act like golf professionals. Dan's leadership is evident all the way down the line. And a big, big THANKS to the City for entering into a new golf cart lease – the old, under-maintained golf carts were an embarrassment to the City. The word is getting around the golfing public that Indian Hills is no longer a cow pasture of a track and is quickly becoming a legitimate place to play. I've been able to attract three new golfers to my Monday-Thursday league. Others who used to play Indian Hills and drifted off are starting to come back. The course is starting to get back the respect that other Ft. Pierce assets (like the Saturday market, the marina, the theatre) enjoy – all part of the Ft. Pierce "package".

In closing, I express my sincere thanks to you and the City Committee for wisely deciding to give the course a chance and the apparent resources and leadership to succeed. I know it's a long-term process but I firmly believe you have the right guy in Dan Visconti to bring it back and let it take its place as one of the reasons Ft. Pierce has more to offer than any other small city on the Florida east coast. I love living here!!

Thank you for your service to this great small city.

Regards,

**City Commission Regular Meeting**

**7.b.**

**Meeting Date:** 01/07/2019

**Re:** Linda Tapia Gratitude & Appreciation

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

---

**SUBJECT:**

Text received by Linda Tapia, a School District employee who works closely with Juan Diego Catholic Mission Church and is dedicated to helping children and their families whose native language may not be English, conveying her admiration and gratitude for the officers with the Fort Pierce Police Department.

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**Attachments**

Linda Tapia

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager		01/02/2019 03:45 PM
City Manager	Nick Mimms	01/02/2019 03:45 PM
Form Started By: Jennifer Robinson		Started On: 12/27/2018 11:24 AM
Final Approval Date: 01/02/2019		



**To:** Jennifer D Robinson/cfp@cfp  
**Cc:**  
**Bcc:**  
**Subject:** Fw: Text  
**From:** Nicholas Mimms/cfp - Thursday 12/27/2018 10:57 AM

History: This message has been replied to.

1 attachment



11642.jpeg

Jennifer,

Please place this text and photo that was received by the Mayor on the City Commission Meeting agenda for January 7, 2019.

THANKS!!!

---

### **Nick Mimms, P.E. | City Manager | City of Fort Pierce**

Phone: 772.467.3793 • Fax: 772.489.8042 • 100 North U.S. 1 Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)



*"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."*

-----Forwarded by Nicholas Mimms/cfp on 12/27/2018 10:56AM -----

**To:** Nicholas Mimms/cfp@cfp  
**From:** Nicholas Mimms/cfp  
**Date:** 12/27/2018 09:49AM  
**Subject:** Text

*(See attached file: 11642.jpeg)*

Linda Tapia is School District employee and works closely with Juan Diego Catholic mission church and she is dedicated to helping children and their families whose native language may not be English. Here she is showing her admiration for and gratitude to our police officers. I am so proud.

Nicholas C. Mimms, P.E.  
City Manager  
City of Fort Pierce, Florida



**City Commission Regular Meeting**

**7.c.**

**Meeting Date:** 01/07/2019

**Re:** IHGC Commendation

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

---

**SUBJECT:**

Letter from Richard A. Pegher commending the City of Fort Pierce for its operation of Indian Hills Golf Course, specifically, hiring a professional golf course grounds maintenance company and hiring Dan Visconti as the head professional.

---

**Attachments**

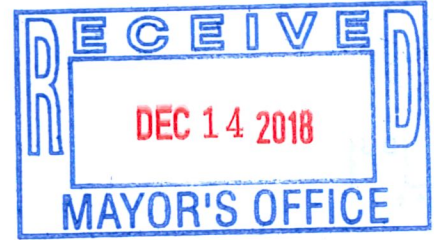
Letter from Richard A. Pegher

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Jennifer Robinson	12/27/2018 11:48 AM
City Manager		01/02/2019 03:45 PM
City Manager	Nick Mimms	01/02/2019 03:45 PM
Form Started By: Jennifer Robinson		Started On: 12/26/2018 01:57 PM
Final Approval Date: 01/02/2019		

Richard A. Pegher  
2020 Windward Drive  
Ft. Pierce, FL 34949  
M: 412-789-4577



December 11, 2018

Honorable Mayor Linda Hudson  
100 North US Highway 1  
Ft. Pierce, FL 34950

Dear Madam Mayor:

About a year and a half ago I met you at a City Committee Meeting at which was discussed the future of the Indian Hills Golf Course. I was generously allowed a few minutes to present my views for why the City's continued operation of an in-city golf facility would be in the best interest of Ft. Pierce.

I was therefore extremely pleased that the City wisely decided to keep operating the course. Then the City did two things that I am even more pleased about: 1) it hired a professional golf course grounds maintenance company, and 2) it hired Dan Visconti as head professional.

I've golfed at Indian Hills for the past ten years and must commend the City for the changes made in the past 14 months – *they've been incredible*. The overgrown trees, shrubs, weeds, etc. have been mostly removed, the fairways and tee boxes now actually have grass on them (yea!), the greens are beautiful putting surfaces that run true and hold approach shots.... I could go on and on. And the work of Dan Visconti and his staff have been equally incredible. His assistants (Danny and Scott) have followed his lead and now actually act like golf professionals. Dan's leadership is evident all the way down the line. And a big, big THANKS to the City for entering into a new golf cart lease – the old, under-maintained golf carts were an embarrassment to the City. The word is getting around the golfing public that Indian Hills is no longer a cow pasture of a track and is quickly becoming a legitimate place to play. I've been able to attract three new golfers to my Monday-Thursday league. Others who used to play Indian Hills and drifted off are starting to come back. The course is starting to get back the respect that other Ft. Pierce assets (like the Saturday market, the marina, the theatre) enjoy – all part of the Ft. Pierce "package".

In closing, I express my sincere thanks to you and the City Committee for wisely deciding to give the course a chance and the apparent resources and leadership to succeed. I know it's a long-term process but I firmly believe you have the right guy in Dan Visconti to bring it back and let it take its place as one of the reasons Ft. Pierce has more to offer than any other small city on the Florida east coast. I love living here!!

Thank you for your service to this great small city.

Regards,

**City Commission Regular Meeting**

**10.a.**

**Meeting Date:** 01/07/2019

**Re:** Main Street Organization's 2018-19 Action Plan and Update

---

**SUBJECT:**

Main Street Organization's 2018-19 Action Plan Update

**SUMMARY:**

Update on 2018-19 Action Plan for Main Street Fort Pierce and Lincoln Park Main Street.

**RECOMMENDATION:**

Accept update from Main Street Fort Pierce and Lincoln Park Main Street

**ALTERNATIVES:**

Staff will proceed as directed by the City Commission

**RESPONSIBLE STAFF:**

Caleta Scott, Lincoln Park Revitalization Coordinator

**COORDINATED WITH:**

Elizabeth Woodruff, Grants Administration Manager  
Shyanne Helms, Communications/Economic Development Manager

---

**Fiscal Impact**

**Budgeted Y/N:** N

**OTHER INFORMATION:**

There is no fiscal impact.

---

**Form Review**

**Inbox**

Finance Department  
City Manager  
City Manager

**Reviewed By**

Johnna Morris  
Kaitlyn Ballard  
Nick Mimms

**Date**

12/27/2018 10:47 AM  
01/02/2019 04:23 PM  
01/02/2019 04:38 PM  
Started On: 12/12/2018 01:09 PM

Form Started By: Caleta Scott  
Final Approval Date: 01/02/2019

**City Commission Regular Meeting**

**11.a.**

**Meeting Date:** 01/07/2019

**Re:** Case #18-0299 - 2002 West 21st Court

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

---

**SUBJECT:**

Request to reduce code enforcement lien in the amount of \$5,540.00 against 2002 West 21st Court, Ft. Pierce, FL - Parcel ID Number 1433-701-0256-000-4 owned by Eloise Brown, P. O. Box 5755, Takoma Park, MD 20913 to \$1,540.00 payable in 30 days.

**SUMMARY:**

Mrs. Brown is represented by her son, David Brown, 53 Ponce Boulevard N, Jacksonville, FL 32218. He states, the fact his mother lives in Takoma Park, MD and he lives in Jacksonville, FL; at least 3 hours away, makes it hard for him to maintain the property on a regular schedule. He has worked closely with the inspector of the area and has kept the property current with no violations. Mr. Brown requested that \$4,000 be waived leaving a balance of \$1,540.00.

**RECOMMENDATION:**

The reduced amount of \$1,540.00, as presented by the owner's representative, sufficiently covers all the administration costs as estimated by the City. Therefore staff recommended to the Special Magistrate to accept the offer.

The Special Magistrate, having heard the property owner's request and staff's recommendation, recommends the City Commission reduce the lien to \$1,540.00 payable in 30 days.

**ALTERNATIVES:**

Deny the applicant's request for reduction.  
Determine an alternative amount.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager

---

**Fiscal Impact**

**Budgeted Y/N:** 2018

**Amount:** 1540.00

**OTHER INFORMATION:**

\$1,540.00 to the general fund.

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**Attachments**

Request  
Breakdown  
7 Criteria  
Admin Fees  
Tax Card

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### Form Review

**Inbox**

City Manager

Form Started By: Colleen Greer

Final Approval Date: 12/26/2018

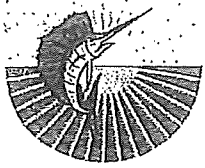
**Reviewed By**

Nick Mimms

**Date**

12/26/2018 10:32 AM

Started On: 12/17/2018 04:33 PM



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
*Florida*

RECEIVED

NOV 05 2018

CODE ENFORCEMENT  
CITY OF FT. PIERCE

Case 18-0301

REQUEST FOR A REDUCTION OR RESCINDMENT OF  
CODE ENFORCEMENT FINES / LIENS

Date:	170CT2018		
Property address:	2002 WEST 21 COURT		
Owner(s) of record:	ELOISE BROWN		
Mailing address:	P.O. BOX 5755 TAKOMA PARK, MD 20913		
Property tax ID #	1433-701-0256-00014		
Original purchase date:	20 NOV 1995	Original purchase price:	\$35,000
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	ELOISE BROWN	Relationship to owner(s)	owner / son
Telephone 41=:	301-559-7921 / 240-388-2570	Mobile phone 41=:	
E-mail:	MU73Stang@gmail.com	Preferred contact method:	301-559-7921
What are owner(s) intentions for property:			
Are there current code violations?	No	Yes	Explain: (please attached notice)
Is property listed for sale?	<input checked="" type="checkbox"/> No	Yes	If yes, what is as listing price?
Is property under contract for sale?	<input checked="" type="checkbox"/> No	Yes	If yes, what is the sale price?

AMOUNT OF FINE/ LIEN

\$ 5,540.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ 4,000.00

DOLLAR AMOUNT I AGREE TO PAY

\$ 1,540.00

  
Signature of Owner or Representative

30 OCT 2018  
Date

Brown David L  
Printed Name



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
*Florida*

REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address 2002 W 21 Court Fort Pierce

Property Owner: Eloise Brown

Mailing Address: PO BOX 5755 Takoma park md 20913

Telephone: # 301-559-7921 Cell Phone: # 501/240-388-2370

E-Mail Address: MU73stang@gmail.com

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

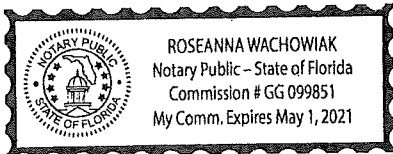


I, DAVID L. BROWN IN LUE OF ELOISE BROWN , do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

WITH MY MOTHER (ELOISE BROWN) LIVING IN TAKOMA PARK MD AND ME LIVING IN JACKSONVILLE FLIT'S A THREE-HOUR RIDE FROM JACKSONVILLE TO FORT PIERCE. THIS FACT MAKES IT HARD FIOR ME TO GET TO THE PROPERTY EVERY DAY OR WEEKEND FOR THAT MATTER. CURRENTLY THE HOUSE IS UP TYO SPECS AND NOT UNDER NUENCE ORDENCENCES. HAVE WORKED CLOSELY WITH THE INSPECTER FOR THAT AREA TO GET IT TO COMPLAINCE. SO, I ASK FOR A REDUCTION OF THE LIEN AND OR FINE IMPOSED ON THE PROPERTY.

Date: 30 Oct 2018

Signed: [Signature]



Print Name: DAVID L BROWN  
Attorney-in-fact  
FOR ELOISE BROWN

STATE OF FLORIDA

COUNTY OF ~~ST. LUCIE~~ Duval

PERSONALLY, APPEARED before me, the undersigned authority <sup>David L. Brown as attorney-in-fact</sup> for Eloise Brown who acknowledged before me that the information contained herein is true and correct. He or She is/ is not personally known to me and has produced Florida Drivers License as identification.

SWORN TO AND SUBSCRIBED before me this 30<sup>th</sup> day of October 2018.

[Signature]  
Notary Public, State of Florida

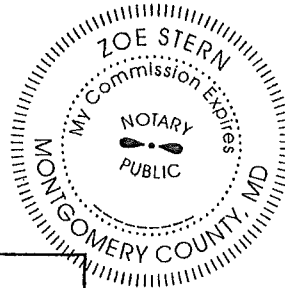
September 24, 2018

This is to give permission to my son David L. Brown, Sr., Permission to sign my name to papers for—The Sunrise City Fort Pierce, Florida, Code Enforcement Dept. This is for the property at 2002 W. 21<sup>st</sup> Ct. Ft. Pierce, FL.

Eloise Brown

Eloise Brown

Subscribed and sworn to before me, in my presence, this  
24 day of Sept, 2018, a Notary Public  
in and for the County of Montgomery  
Zoe Stern  
Notary Public  
My commission expires 9-4, 2020



ZOE STERN  
NOTARY PUBLIC  
MONTGOMERY COUNTY, MARYLAND  
MY COMMISSION EXPIRES SEPT. 4 2020

# MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

**SUBJECT: CODE ENFORCEMENT LIEN REDUCTION**  
2002 W 21<sup>st</sup> Court

DATE: January 7, 2019

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The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 18-0299	\$5,540.00	\$0.00	\$0.00
<b>TOTAL</b>	\$5,540.00	\$0.00	\$0.00

CAN BE WAIVED (ALL COSTS)

\$5,540.00

**LIEN REDUCTION HEARING  
CONTESTING OF FINE/NON-COMPLIANCE  
DECEMBER 5, 2018**

**Case No: 18-0299**

**Address: 2002 West 21<sup>st</sup> Court**

1.) The gravity or seriousness of the violation:	<b>MINOR</b>
2a.) Any and all actions taken by the violator to correct the violations; OR	<b>PAINTED &amp; REMOVED THE ITEMS FROM OUTSIDE.</b>
2b.) If the violations were not corrected by the original violator, what action was taken by any other owner or interested party to bring the violation into compliance:	<b>N/A</b>
3.) The length of time necessary to bring the property into compliance:	<b>APPROX. 9 MONTHS</b>
4.) The number of times the violator was previously found in violation by either the CEB, SM or other quasi-judicial or judicial process, or otherwise admitted guilt in any such proceeding:	<b>0</b>
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	<b>LOT CLEARING BID BOARD UP BID NON-OPS REMOVED BY OWNER</b>
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	<b>LIVES AND WORKS 3 HOURS AWAY</b>
7.) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the city owned by the respondent:	<b>N/A</b>

# Administrative Cost Estimator

11/27/2018

Property Address: 2002 WEST 21ST COURT CASE # 18-0299

Date case originated: 1/31/2018

Date case complied: 9/26/2018

Total time: 7 months

## Number of Hearings

Violation Hearings: 1

Massey Hearings: 1

Lien Reduction Hearings: 1

## Mailing Expense

Regular 1st Class:	\$0.44	<u>8</u>	\$3.52
--------------------	--------	----------	--------

Certified Mail:	\$5.10	<u>1</u>	\$5.10
-----------------	--------	----------	--------

Photographs (per page)	\$0.50	<u>11</u>	\$5.50
------------------------	--------	-----------	--------

Filing Fees	\$10.00	<u>4</u>	\$40.00
-------------	---------	----------	---------

Months Open	\$50.00	<u>7</u>	\$350.00
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Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

## Code Enforcement Secretary

Up to three Hearings	\$150.00	<u>1</u>	\$150.00
----------------------	----------	----------	----------

Each additional Hearing	\$75.00	<u>          </u>	\$0.00
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Covers hearing prep: NOV, postings, notarizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Code Compliance Manager	\$75.00	<u>1</u>	\$75.00
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Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	\$125.00	<u>1</u>	\$125.00
--------------------------	----------	----------	----------

Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	\$150.00	<u>2</u>	\$300.00
----------	----------	----------	----------

Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.

Commision Meeting	\$250.00	<u>1</u>	\$250.00
-------------------	----------	----------	----------

Fee set by the City Commission

**Total Estimated Cost: \$1,304.12**

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

**Property Identification**

Site Address: 2002 W 21st Parcel ID: 1433-701-0256- Account #: 11787 Sec/Town/Range:  
 CT 000-4 33/34S/40E  
 Map ID: 14/33S Zoning: RS-4 Use Type: 0100 Jurisdiction: Fort Pierce

**Ownership**

Eloise Brown  
 PO Box 5755  
 Takoma Park, MD 20913

**Legal Description**

PARADISE PARK BLK 15 LOT 9 (OR 986-1542: 1341-219 ; 2116-1021)

**Current Values**

Just/Market: \$35,200 Assessed: \$29,524  
 Exemptions: \$0 Taxable: \$29,524

**Historical Values 3-year**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$35,200	\$29,524	\$0	\$29,524
2017	\$28,400	\$26,840	\$0	\$26,840
2016	\$24,400	\$24,400	\$0	\$24,400

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-15-2004	2116 / 1021	XX01	QC	Brown Darrell	\$100
09-29-2000	1341 / 219	XX01	WD	Brown Darrell	\$100
11-20-1995	0986 / 1542	XX01	WD	James Elijah	\$35,000

**Primary Building Information**

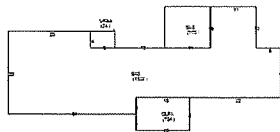
Finished Area of this building: 1,216 SF  
 Gross Area of this building: 1,344 SF

**Exterior Data**

View:	Roof Cover: Tar & Gravel	Roof Structure: Flat/Shed	Building Type: HD+
Year Built: 1952	Frame:	Grade: D+	Effective Year: 1965
Primary Wall: CB Stucco	Story Height: 1 Story	No. Units: 1	Secondary Wall:

**Interior Data**

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



**Total Areas**

Finished/Under Air (SF):	1,216
Gross Area (SF):	1,344
Land Size (acres):	0.25
Land Size (SF):	10,935
Total Building Count:	1

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
UTILITY FAIR	1	144	1980

This information is believed to be correct at this time but it is subject to change and is not warranted.  
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**City Commission Regular Meeting**

**11.b.**

**Meeting Date:** 01/07/2019

**Re:** Case #16-1310 - 2108 Barcelona Avenue

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

---

**SUBJECT:**

Request to reduce code enforcement lien in the amount of \$52,440.00 against 2108 Barcelona Avenue, Ft. Pierce, FL 34946 - Parcel ID Number 1433-701-0188-000-6 owned by John Howard, 2108 Barcelona Avenue, Ft. Pierce, FL 34946 to \$804.72 payable in 60 days.

**SUMMARY:**

Mr. Howard works out of town and is never home. Due to his financial situation his original request was to have all expenses waived; however, he was agreeable to the recommended reduction.

**RECOMMENDATION:**

The Special Magistrate heard the property owner's request and recommends the City Commission reduce the lien to \$804.72 payable in 60 days. The settlement amount represents the administration costs as follows:

Hard costs (postage / filing fees / photos)	\$54.72
Case processing fees (months open / inspections)	waived
Special Magistrate Hearings - 3 hearings	\$500.00
City Commission Hearing	\$250.00

**ALTERNATIVES:**

Deny the request.  
Make alternative recommendations.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager.

---

**Fiscal Impact**

**Budgeted Y/N:** 2018

**Amount:** 804.72

**OTHER INFORMATION:**

\$804.72 to the general fund.

---

## Attachments

Request  
Breakdown  
7 Criteria  
Admin Fees  
Tax Card

---

## Form Review

**Inbox**

City Manager

Form Started By: Colleen Greer

Final Approval Date: 12/26/2018

**Reviewed By**

Nick Mimms

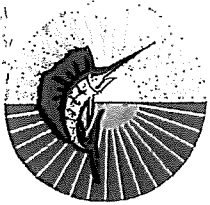
**Date**

12/26/2018 10:32 AM

Started On: 12/17/2018 04:17 PM

2907 Ave M 32947  
Robert Leane

Dec 5 - 9:00



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF  
CODE ENFORCEMENT FINES / LIENS

Date:	10-15-18			
Property address:	2108 Barceloan, Ave			
Owner(s) of record:	John Howard			
Mailing address:	2108 Barceloan Ave			
Property tax ID #:	1433-701-0188-000-0			
Original purchase date:		Original purchase price:		
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	John Howard		Relationship to owner(s)	
Telephone #:	772-359-2312		Mobile phone #:	
E-mail:	Truck 71 Driver & mail		Preferred contact method:	
What are owner(s) intentions for property:	J.H. Live in			
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)	
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?	
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?	

AMOUNT OF FINE / LIEN

\$ 52440.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ 52440.00

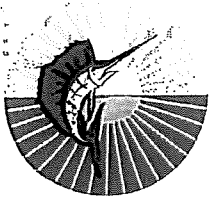
DOLLAR AMOUNT I AGREE TO PAY

\$ 00

John Howard  
Signature of Owner or Representative

10-15-18  
Date

John Howard  
Printed Name



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
*Florida*

REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 2108 Barceloan, Ave

Property Owner: John Howard

Mailing Address: 2108 Barceloan, Ave

Telephone #: 772-359 Cell Phone #: 772-359-2312

E-Mail Address: Track 71 Driver At Gmail

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

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

work out of town never home.  
Do not have the money

Date: 10-15-18

Signed: John Howard

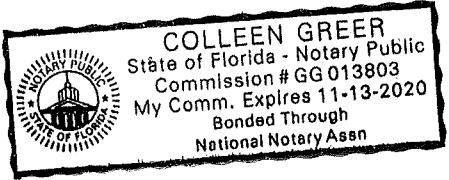
Print Name: John Howard

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority John Howard who acknowledged before me that the information contained herein is true and correct (He or She is is not) personally known to me and has produced John Howard FL Drivers LIC as identification.

SWORN TO AND SUBSCRIBED before me this 15th day of October, 2018.



Colleen Greer  
Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	
-------------------	--

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

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

I am requesting that my application for lien reduction be processed through the Rules of Procedure Sec. 17(c), I understand the requirements to be met and that my request will be heard and determination made by either the Special Magistrate or Code Enforcement Board that authorized Order Assessing Fine and Imposing Lien.

I am requesting that my application for lien reduction be processed through the Rules of Procedure Sec. 17(e) and that my request will be heard and determination made by the City Commission of the City of Fort Pierce.

John Howard      10-15-18  
Signature of Owner or Representative      Date

John Howard  
Printed Name

-----  
COFP – APPLICATION PROCESS DETERMINATION

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

Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before either the Special Magistrate or Code Enforcement Board that authorized the Order Assessing Fine and Imposing Lien.

\_\_\_\_\_  
City Representative      Date

\_\_\_\_\_  
Printed Name

# MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

**SUBJECT: CODE ENFORCEMENT LIEN REDUCTION**  
2108 Barcelona Avenue

DATE: January 7, 2019

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The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 16-1310	\$52,440.00	\$0.00	\$0.00
<b>TOTAL</b>	\$52,440.00	\$0.00	\$0.00

CAN BE WAIVED (ALL COSTS)

\$52,440.00

**LIEN REDUCTION HEARING  
CONTESTING OF FINE/NON-COMPLIANCE**

**Case No: 16-1310**

**Address: 2108 Barcelona Avenue**

1.) The gravity or seriousness of the violation:	<b>MODERATE</b>
2a.) Any and all actions taken by the violator to correct the violations; OR	<b>OBTAINED PERMITS, COMPLETED ALL WORK AND OBTAINED APPROVAL FOR REQUIRED INSPECTIONS</b>
2b.) If the violations were not corrected by the original violator, what action was taken by any other owner or interested party to bring the violation into compliance:	<b>N/A</b>
3.) The length of time necessary to bring the property into compliance:	<b>2 YEARS AND 5 MONTHS</b>
4.) The number of times the violator was previously found in violation by either the CEB, SM or other quasi-judicial or judicial process, or otherwise admitted guilt in any such proceeding:	<b>NONE</b>
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	<b>NONE</b>
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	<b>OWNER'S WORK SCHEDULE</b>
7.) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the city owned by the respondent:	<b>NONE</b>

# Administrative Cost Estimator

10/31/2018

Property Address: 2108 BARCELONA AVE CASE # 16-1310

Date case originated: 5/23/2016

Date case complied: 10/1/2018

Total time: 28 months

## Number of Hearings

Violation Hearings: 1

Massey Hearings: 1

Lien Reduction Hearings: 1

## Mailing Expense

Regular 1st Class:	\$0.44	<u>8<sup>9</sup></u>	\$3.52
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Certified Mail:	\$5.10	<u>2</u>	\$10.20
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Photographs (per page)	\$0.50	<u>2</u>	\$1.00
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Filing Fees	\$10.00	<u>4</u>	\$40.00
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Months Open	\$50.00	<u>28</u>	\$1,400.00
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Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

## Code Enforcement Secretary

Up to three Hearings	\$150.00	<u>1</u>	\$150.00
----------------------	----------	----------	----------

Each additional Hearing	\$75.00	<u>          </u>	\$0.00
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Covers hearing prep: NOV, postings, notarizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Code Compliance Manager	\$75.00	<u>1</u>	\$75.00
-------------------------	---------	----------	---------

Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	\$125.00	<u>1</u>	\$125.00
--------------------------	----------	----------	----------

Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	\$150.00	<u>1</u>	\$150.00
----------	----------	----------	----------

Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.

Commision Meeting	\$250.00	<u>1</u>	\$250.00
-------------------	----------	----------	----------

Fee set by the City Commission

**Total Estimated Cost: \$2,204.72**

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

**Property Identification**

Site Address: 2108 Parcel ID: 1433-701-0188- Account #: 11736 Sec/Town/Range:  
 BARCELONA AVE 000-6 33/34S/40E  
 Map ID: 14/33S Zoning: RS-4 Use Type: 0100 Jurisdiction: Fort Pierce

**Ownership**

John Howard  
 2108 Barcelona Ave  
 Fort Pierce, FL 34946

**Legal Description**

PARADISE PARK BLK 10 LOT 18 (OR 3331-2928)

**Current Values**

Just/Market: \$45,000 Assessed: \$34,282  
 Exemptions: \$25,000 Taxable: \$9,282

**Historical Values 3-year**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$45,000	\$34,282	\$25,000	\$9,282
2017	\$40,400	\$33,577	\$25,000	\$8,577
2016	\$35,600	\$32,887	\$25,000	\$7,887

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-13-2011	3331 / 2928	0001	WD	Johns Dexter B	\$18,000
04-27-2008	2968 / 2632	XX01	QC	Roberts Beatrice M	\$100
01-01-1900					\$0

**Primary Building Information**

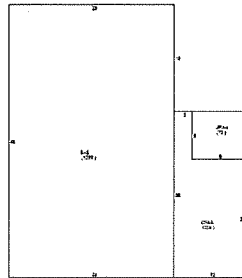
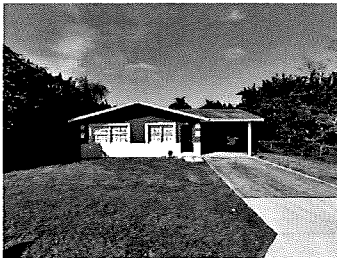
Finished Area of this building: 1,288 SF  
 Gross Area of this building: 1,624 SF

**Exterior Data**

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

**Interior Data**

Bedrooms: 3 A/C %: 100% Electric: MAXIMUM Primary Int Wall:  
 Full Baths: 2 Heated %: 100% Heat Type: FrcdHotAir Avg Hgt/Floor: 0  
 Half Baths: 0 Sprinkled %: 0% Heat Fuel: ELEC Primary Floors: Terrazo



**Total Areas**

Finished/Under Air (SF):	1,288
Gross Area (SF):	1,624
Land Size (acres):	0.19
Land Size (SF):	8,100
Total Building Count:	1

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
CHAINLINK 4'	1	303	1999

This information is believed to be correct at this time but it is subject to change and is not warranted.  
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**City Commission Regular Meeting**

**11.c.**

**Meeting Date:** 01/07/2019

**Re:** Case #17-0605 - 1208 N 20th St.

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

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**SUBJECT:**

Request to reduce code enforcement lien in the amount of \$32,240.00 against 1208 N 20th St, Ft. Pierce, FL - Parcel ID Number 2404-702-0128-000-4 - owned by John Benmoshe, JBM Properties LLC, 12723 Ashley Falls Dr., San Diego, CA 92130 to \$1000.00 payable in 30 days.

**SUMMARY:**

The company representative, Mr. John Benmoshe, obtained the necessary permits, but failed to obtain the required inspections. Once notified of the lien, all inspections were completed. Mr. Benmoshe's request is for a reduction to \$500 but agreed to the Special Magistrate's recommendation of \$1000.00 payable in 30 days.

**RECOMMENDATION:**

The Special Magistrate heard the property owner's request and recommends the City Commission reduce the lien to \$1,000.00 payable in 30 days. The settlement amount represents the administration costs as follows:

Hard costs (postage / filing fees / photos)	\$61.56
Case processing fees (months open / inspections)	\$188.44
Special Magistrate Hearings	\$500.00
City Commission Hearing	\$250.00

**ALTERNATIVES:**

Deny the request.  
Make alternative recommendations.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager.

---

**Fiscal Impact**

**Budgeted Y/N:** 2018

**Amount:** 1000.00

**OTHER INFORMATION:**

\$1,000.00 to the general fund.

---

### Attachments

Request  
Breakdown  
Admin Fees  
Tax Card  
7 Criteria

---

### Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	12/26/2018 10:32 AM
Form Started By: Colleen Greer		Started On: 12/17/2018 11:16 AM
Final Approval Date: 12/26/2018		



THE SUNRISE CITY  
**FORT PIERCE**  
 CODE ENFORCEMENT  
*Florida*

REQUEST FOR A REDUCTION OR RESCINDMENT OF  
 CODE ENFORCEMENT FINES / LIENS

Date:	11/27/18				
Property address:	1208 N. 20 <sup>TH</sup> STREET FORT PIERCE FL 34950				
Owner(s) of record:	JBM PROPERTIES LLC				
Mailing address:	12723 ASHLEY FALLS DR SAN DIEGO CA 92130				
Property tax ID #:	81-4658852				
Original purchase date:	1/25/2017	Original purchase price:	\$28,774-		
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	JOHN BENMOSHE OF JBM PROPERTIES LLC.		Relationship to owner(s)	SELF/OWNER	
Telephone #:			Mobile phone #:	201-681-3003	
E-mail:	JBENMOSHE@ALPINEBANKER.COM		Preferred contact method:	MOBILE	
What are owner(s) intentions for property:	RENTAL				
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)		
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?		
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN

\$ 32,200 -

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ 31,700 -

DOLLAR AMOUNT I AGREE TO PAY

\$ 500 -

Signature of Owner or Representative

11/27/18  
Date

JOHN BENMOSHE  
Printed Name



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
*Florida*

REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 1208 N. 20<sup>TH</sup> STREET FORT PIERCE FL 34950

Property Owner: JBM PROPERTIES LLC

Mailing Address: 12723 ASHLEY FALLS DRIVE SAN DIEGO CA 92130

Telephone #: \_\_\_\_\_ Cell Phone #: 201-681-3003

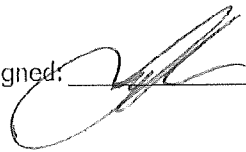
E-Mail Address: JBENMOSHE@ALPINEBANKER.COM

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

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

I RESPECTFULLY REQUEST A REDUCTION IN PENALTY.  
I PULLED PERMITS ON THIS HOME OVER A YEAR AGO  
AND COULD NOT GET IT COMPLETED AND INSPECTED IN  
TIME BEFORE I STARTED ACCRUING FEES. I DID HOWEVER  
COMPLETE ALL VIOLATIONS, INCLUDING THE FENCE WHICH  
WAS ALREADY THERE BEFORE I PURCHASED THE PROPERTY. I WAS  
NOT AWARE AT THE TIME THAT IT WAS DONE  
INCORRECTLY, BUT IT IS COMPLETED. THANK YOU IN  
ADVANCE FOR ANY CONSIDERATION OF MY REQUEST.

Date: 11/27/18

Signed: 

Print Name: JOHN BENMOSHE

STATE OF ~~FLORIDA~~ California  
COUNTY OF ~~ST. LUCIE~~ San Diego

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

PERSONALLY APPEARED before me, the undersigned authority John Benmoshe who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced a New Jersey Drivers License as identification.

SWORN TO AND SUBSCRIBED before me this 27<sup>th</sup> day of November, 2018.

State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 27<sup>th</sup> day of November 2018 by  
Date Month Year

John Benmoshe

Name of Signer

Proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Kenneth C. Shook  
Signature of Notary Public

see below

Notary Public, State of Florida California



OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

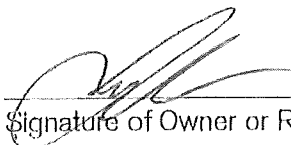
Property Address: 1208 N. 20TH STREET FORT PIERCE FL 34950

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

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

I am requesting that my application for lien reduction be processed through the Rules of Procedure Sec. 17(c), I understand the requirements to be met and that my request will be heard and determination made by either the Special Magistrate or Code Enforcement Board that authorized Order Assessing Fine and Imposing Lien.


I am requesting that my application for lien reduction be processed through the Rules of Procedure Sec. 17(e) and that my request will be heard and determination made by the City Commission of the City of Fort Pierce.

 11/27/18 JOAN BENMOSHE  
Signature of Owner or Representative      Date      Printed Name

-----  
COFP – APPLICATION PROCESS DETERMINATION

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

Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before either the Special Magistrate or Code Enforcement Board that authorized the Order Assessing Fine and Imposing Lien.

 11/27/18 Margaret M Amuz  
City Representative      Date      Printed Name



# BUILDING PERMITS

CITY OF  
FORT PIERCE



- Home
- Select Account
- Status Detail
- View Application
- Fees
- Permit Status
- Inspection Status
- Plan Tracking Status
- Schedule / Cancel Inspections
- Submit Application
- Email Us
- Log Off

## Inspection Status

View inspection comments by choosing an inspection below.

Parcel ID: 2404-702-0128-000/4      Address: 1208 N 20TH ST  
 Application Date: 08/25/17      Owner: JSM PROPERTIES LLC  
 Application #: 17 - 2454      Application Type: FENCE

Inspections for Permit Number: 000 000 FENC 01 - FENCE PERMIT

Inspection Type	Sched Date	Status	Results Date
FENCE, FINAL	10/22/18	DISAPPROVED WITH PENALTY	10/22/18
FENCE, FINAL	10/26/18	DISAPPROVED WITH PENALTY	10/26/18
FENCE, FINAL	11/07/18	APPROVED	11/07/18

[Required Inspections](#)

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 City of Fort Pierce  
 100 N US 1  
 Fort Pierce, FL 34950

Select a structure / permit selection to view an inspection.

**Parcel ID:** 2404-702-0128-000/4 **Address:** 1208 N 20TH ST  
**Application Date:** 08/25/17 **Owner:** JBM PROPERTIES LLC  
**Application #:** 17 - 2453 **Application Type:** RESIDENTIAL, REPAIRS & ALT NO CO  
**Application Status:** APPROVED

### Related Structures and Permits

Select one of the following to view more information:

Sr / Seq / Permit	Permit Description	Contractor / Sub
000 / 000 / BLDG 00	BUILDING PERMIT	SUNRISE CITY COMMUNITY HOUSING
000 / 000 / ELR 00	ELECTRICAL - RESIDENTIAL	STONY ELECTRICAL CONTRACTOR

# MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

**SUBJECT: CODE ENFORCEMENT LIEN REDUCTION**  
1208 N 20<sup>th</sup> Street

DATE: January 7, 2019

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The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 17-0605	\$32,240.00	\$0.00	\$0.00
<b>TOTAL</b>	\$32,240.00	\$0.00	\$0.00

CAN BE WAIVED (ALL COSTS)

\$32,240.00

# Administrative Cost Estimator

12/6/2018



Property Address: 1208 N 20TH STREET CASE # 17-0605

Date case originated: 3/24/2017

Date case complied: 11/7/2018

Total time: 19 months

## Number of Hearings

Violation Hearings: 1

Massey Hearings: 1

Lien Reduction Hearings: 1

## Mailing Expense

Regular 1st Class:	\$0.44	<u>9</u>	\$3.96
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Certified Mail:	\$5.10	<u>1</u>	\$5.10
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Photographs (per page)	\$0.50	<u>5</u>	\$2.50
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Filing Fees	\$10.00	<u>5</u>	\$50.00
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Months Open	\$50.00	<u>19</u>	\$950.00
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Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

## Code Enforcement Secretary

Up to three Hearings	\$150.00	<u>1</u>	\$150.00
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Each additional Hearing	\$75.00	<u>          </u>	\$0.00
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Covers hearing prep: NOV, postings, notarizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Code Compliance Manager	\$75.00	<u>1</u>	\$75.00
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Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	\$125.00	<u>1</u>	\$125.00
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Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	\$150.00	<u>1</u>	\$150.00
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Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.

Commision Meeting	\$250.00	<u>1</u>	\$250.00
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Fee set by the City Commission

**Total Estimated Cost: \$1,761.56**

### Property Identification

Site Address: 1208 N 20th ST Parcel ID: 2404-702-0128- Account #: 17276 Sec/Town/Range: 04/35S/40E  
 Use Type: 0100 Jurisdiction: Fort Pierce 000-4 Map ID: 24/04S Zoning: R4

### Ownership

JBM Properties LLC  
 5225 Collins AVE Apt 1111  
 Miami Beach, FL 33140

### Legal Description

SUNNY ACRES S/D NO 1 BLK 14 LOT 1 AND W 5 FT OF  
 VAC ALLEY ADJ ON E(OR 3956-999)

### Current Values

Just/Market: \$25,500 Assessed: \$25,500  
 Exemptions: \$0 Taxable: \$25,500

### Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$25,500	\$25,500	\$0	\$25,500
2017	\$23,600	\$22,053	\$22,053	\$0
2016	\$21,600	\$21,600	\$21,600	\$0

### Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
01-24-2017	3956 / 0999	0001	WD	Peghi Enterprises LLC	\$27,000
01-23-2017	3956 / 0996	0001	WD	Holiway Annie	\$13,000
01-16-2004	1889 / 2612	XX01	PR	Hunter (EST) Annie M	\$100

### Primary Building Information

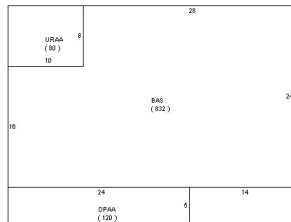
Finished Area of this building: 832 SF  
 Gross Area of this building: 1,032 SF

#### Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Gable	Building Type: HD+
Year Built: 1959	Frame:	Grade: D+	Effective Year: 1959
Primary Wall: Conc Block	Story Height: 1 Story	No. Units: 1	Secondary Wall:

#### Interior Data

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



### Total Areas

Finished/Under Air (SF):	832
Gross Area (SF):	1,032
Land Size (acres):	0.16
Land Size (SF):	7,140
Total Building Count:	1

### Special Features and Yard Items

Type	Qty	Units	Year Blt
WOOD FEN 6'	1	100	2017

**LIEN REDUCTION HEARING  
CONTESTING OF FINE/NON-COMPLIANCE  
Special Magistrate Hearing Date: December 12, 2018**

**Case No: 17-0605**

**Address: 1208 N 20<sup>th</sup> Street**

1.) The gravity or seriousness of the violation:	<b>MODERATE</b>
2a.) Any and all actions taken by the violator to correct the violations; OR	<b>HIRE A CONTRACTOR TO PULL PERMITS AND MAKE REPAIRS. PERMITS EXPIRED. PERMITS WERE RENEWED, WORK WAS COMPLETED, AND PERMITS WERE PROPERLY CLOSED.</b>
2b.) If the violations were not corrected by the original violator, what action was taken by any other owner or interested party to bring the violation into compliance:	<b>N/A</b>
3.) The length of time necessary to bring the property into compliance:	<b>1 YEAR 7 MONTHS</b>
4.) The number of times the violator was previously found in violation by either the CEB, SM or other quasi-judicial or judicial process, or otherwise admitted guilt in any such proceeding:	<b>1</b>
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	<b>1</b>
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	<b>NONE TO MY KNOWLEDGE</b>
7.) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the city owned by the respondent:	<b>NONE</b>

**City Commission Regular Meeting**

**11.d.**

**Meeting Date:** 01/07/2019

**Re:** Lot Clearing (1) - 503 N 14th Street

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

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**SUBJECT:**

Approve waiver of fees in the amount of \$2,100.07 associated with lot clearing lien against 503 N 14th St, Ft. Pierce, FL 34950 - Parcel ID Number 2409-503-0014-000-6 previously owned by Serge Camille, 4560 NW 49th Court, Coconut Creek, FL 33073 and currently owned by, Vincent Marcellino, 5625 N.W. Wawan Court, Port St. Lucie, FL 34986 contingent upon payment of \$778.37 payable in 30 days.

**SUMMARY:**

The request is made by Mr. Marcellino, the potential buyer of the property. The closing is scheduled for January 4, 2019. Mr. Marcellino's intent for the property is to invest his time, energy and money into the neighborhood and make it appealing.

**RECOMMENDATION:**

Staff recommends waiving interest, penalties, and administrative fees in the amount of \$2,100.07 contingent upon payment of balance in the amount of \$778.37 payable in 30 days.

**ALTERNATIVES:**

Deny the applicant's request for reduction.  
Determine an alternative amount.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

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

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**Fiscal Impact**

**Budgeted Y/N:** 2018  
**Fiscal Year:** 2018  
**Amount:** 778.37

**OTHER INFORMATION:**

\$778.37 to the general fund.

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**Attachments**

Request

Breakdown  
Property Card  
Proof of Ownership

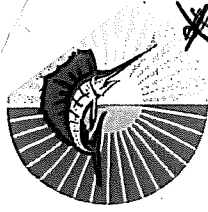
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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Peggy Arraiz	12/21/2018 02:18 PM
City Manager	Nick Mimms	12/26/2018 10:32 AM
Form Started By: Colleen Greer		Started On: 12/17/2018 02:39 PM
Final Approval Date: 12/26/2018		

5625 N.W. WAWAN CT. PORT ST. LUCIE 34986

send me hard copies please



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
Florida

**REQUEST FOR A REDUCTION OR RESCINDMENT OF  
LOT CLEARING OR DEMOLITION LIEN**

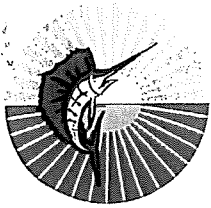
Date:	11/30/18				
Property address:	503 N 14 ST				
Owner(s) of record:	SERGE CAMILLE				
Mailing address:	4560 NW 49 CT Coconut Creek FL 33073-2943				
Property tax ID #:	240950300140006				
Original purchase date:		Original purchase price:			
Property is used for:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input checked="" type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Future Owner Vincent Marcellino		Relationship to owner(s)		
Telephone #:	954-914-5090		Mobile phone #:		
E-mail:	Horizon-Palms & Homes.com		Preferred contact method:	Telephone 954-914-5090	
What are owner(s) intentions for property:					
Are there current code violations?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Explain: (please attached notice)		
Is property listed for sale?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is listing price?		
Is property under contract for sale?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is the sale price?		

City incurred charges (lot clearing, demolition, etc)	\$ 778.37
Administrative fees	\$ 1006.50
Interest	\$ 909.01
Penalties	\$ 184.56
<b>TOTAL AMOUNT DUE TO CITY</b>	<b>\$ 2878.44</b>
DOLLAR AMOUNT REQUESTING TO BE WAIVED	\$ 2100.07
DOLLAR AMOUNT I AGREE TO PAY	\$ 778.37

  
Signature of Owner or Representative

11-30-18  
Date

Vincent Marcellino  
Printed Name



THE SUNRISE CITY  
**FORT PIERCE**  
 CODE ENFORCEMENT  
*Florida*

REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 583 N 14th St  
 Property Owner: Serge Camille  
 Mailing Address: 4560 NW 49th Coconut Creek, FL 33073-2943  
 Telephone #: SAME Cell Phone #: 954 914 5090  
 E-Mail Address: Horizon-Palms@aHotmail.com  
 Is the property in compliance? yes If no, please explain in the narrative of your request.

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

I am heavily invested in this area of Ft Pierce. by owning over forty apartments and land. I am going to fix this land up and beautify the neighborhood with a business. I would appreciate any consideration to keep within my budget.

Date: 11-30-18

Signed: 

Print Name: Vincent Marcellino

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Vincent Marcellino who acknowledged before me that the information contained herein is true and correct. He or She is is not personally known to me and has produced FL DR License as identification.

SWORN TO AND SUBSCRIBED before me this 30th day of November, 2018.



Notary Public, State of Florida

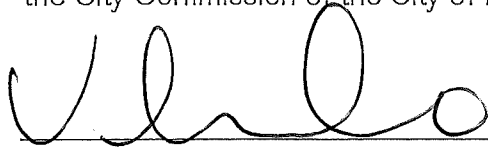
OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 503 N. 14th St Ft Pierce FL 34950

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

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

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



Signature of Owner or Representative

11-30-18

Date

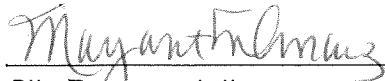
Vincent Marcellino

Printed Name

-----  
COFP - APPLICATION PROCESS DETERMINATION

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

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



City Representative

11/30/18

Date

Margaret M Amuz

Printed Name

# MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

**SUBJECT: LOT CLEARING LIEN REDUCTION**

Address: 503 N 14<sup>th</sup> St, Fort Pierce, FL

Parcel ID#: 2409-503-0014-000-6

Owner: Serge Camille / Vincent Marcellino

DATE: January 7, 2019

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The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Lot Clearing Lien	\$778.37	\$1,093.57	\$1,006.50
TOTAL	\$778.37	\$1,093.57	\$1,006.50

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)

\$2,100.07

CANNOT BE WAIVED (ALL LOT CLEARING COSTS)

\$ 778.37

\$2,878.44

**Property Identification**

Site Address: 503 N 14th ST Parcel ID: 2409-503-0014- Account #: 21338 Sec/Town/Range: 09/35S/40E  
 Use Type: 0000 Jurisdiction: Fort Pierce Map ID: 24/09N Zoning: C3

**Ownership**

Serge Camille  
 4560 NW 49 Ct  
 Coconut Creek, FL 33073

**Legal Description**

GOLDSMITH'S S/D BLK 1 LOT 13 AND E7.5 FT OF VAC ALLEY ADJ ON W (ORDN J-206 OR 1036-1522) (OR 2278-1285)

**Current Values**

Just/Market: \$2,400 Assessed: \$2,093  
 Exemptions: \$0 Taxable: \$2,093

**Historical Values 3-year**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$2,400	\$2,093	\$0	\$2,093
2017	\$2,400	\$1,903	\$0	\$1,903
2016	\$2,100	\$1,730	\$0	\$1,730

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
06-21-2005	2278 / 1285	XX01	TD	Thompson Mary	\$6,100
07-12-2001	1413 / 1071	XX04	QC	Thompson Mary	\$100
05-23-2001	1396 / 0623	XX04	QC	Thompson Mary	\$100

**Primary Building Information**

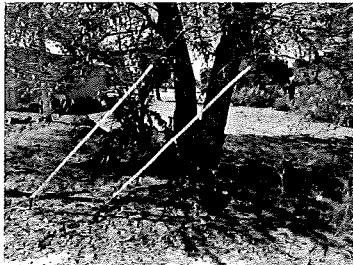
Finished Area of this building: 0 SF  
 Gross Area of this building: 0 SF

**Exterior Data**

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

**Interior Data**

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



*image or sketch unavailable for display*

**Total Areas**

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	0.17
Land Size (SF):	7,396
Total Building Count:	1

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
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"As Is" Contract For Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is"

1\* PARTIES: Vincent marcellino Serge Camille ("Seller"),
2\* and ("Buyer"),
3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract");

5 I. DESCRIPTION:
6\* (a) Legal description of the Real Property located in St-Lucie County, Florida:
7\*
8\*

9\* (b) Street address, city, zip, of the Property: 503 N. 14th St
10 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixtures(s), and window treatment(s) unless
11 specifically excluded below.

12\* Other items included are: 2409-503-0014-000/6
13\*
14\* Items of Personal Property (and leased items, if any) excluded are:
15\*

16\* II. PURCHASE PRICE (U.S. currency): \$ 5,000.00
17 PAYMENT: \$ 1,000.00

18\* (a) Deposit held in escrow by St-Lucie title (Escrow Agent) in the amount of (checks subject to clearance)
19\* (b) Additional escrow deposit to be made to Escrow Agent within days after Effective Date
20\* (see Paragraph III) in the amount of
21\* (c) Financing (see Paragraph IV) in the amount of
22\* (d) Other
23\* (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
24\* to adjustments or prorations \$ 4,000.00

25 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
26 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
27\* before the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. UNLESS OTH-
28 ERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS FROM THE DATE THE COUN-
29 TEROFFER IS DELIVERED.
30 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
31 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
32 acceptance of this offer or, if applicable, the final counteroffer.

33 IV. FINANCING:
34\* (a) This is a cash transaction with no contingencies for financing;
35\* (b) This Contract is contingent on Buyer obtaining approval of a loan ("Loan Approval") within days (if blank, then 30 days) after
36\* Effective Date ("Loan Approval Date") for (CHECK ONLY ONE): a fixed; an adjustable; or a fixed or adjustable rate loan, in the prin-
37\* cipal amount of \$ , at an initial interest rate not to exceed % , discount and origination fees not to exceed
38\* % of principal amount, and for a term of years. Buyer will make application within days (if blank, then 5 days) after
39 Effective Date. Buyer shall use reasonable diligence to: obtain Loan Approval and notify Seller in writing of Loan Approval by Loan
40 Approval Date; satisfy terms and conditions of the Loan Approval; and close the loan. Loan Approval which requires a condition related to
41 the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. If Buyer
42 does not deliver written notice to Seller by Loan Approval Date stating Buyer has either obtained Loan Approval or waived this financing con-
43 tingency, then either party may cancel this Contract by delivering written notice ("Cancellation Notice") to the other, not later than seven (7)
44 days prior to Closing. Seller's Cancellation Notice must state that Buyer has three (3) days to deliver to Seller written notice waiving this
45 financing contingency. If Buyer has used due diligence and has not obtained Loan Approval before cancellation as provided above, Buyer
46 shall be refunded the deposit(s). Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction,
47 by Closing, of those conditions of Loan Approval related to the Property;
48\* (c) Assumption of existing mortgage (see rider for terms); or
49\* (d) Purchase money note and mortgage to Seller (see "AS IS" Standards B and K and riders; addenda; or special clauses for terms).

50\* V. TITLE EVIDENCE: At least 5 days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments
51 listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see "AS IS" Standard A for
52 terms) shall be obtained by:
53\* (CHECK ONLY ONE): (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
54\* (2) Buyer at Buyer's expense.

55\* (CHECK HERE): If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
56\* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on 12-15-2018 ("Closing"), unless
57 modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, Flood, or Homeowners' insurance at a reasonable rate
58 due to extreme weather conditions, Buyer may delay Closing for up to 5 days after such coverage becomes available.

59 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning,
60 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise
61 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record

Handwritten initials and signatures at the bottom right of the page.

62 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side  
63 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see  
64 addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for \_\_\_\_\_  
65\* \_\_\_\_\_ purpose(s).

66 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended  
67 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.  
68 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable  
69 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

70 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed pro-  
71 visions of this Contract in conflict with them.

72\* **X. ASSIGNABILITY:** (CHECK ONLY ONE): Buyer  may assign and thereby be released from any further liability under this Contract;  may  
73\* assign but not be released from liability under this Contract; or  may not assign this Contract.

74 **XI. DISCLOSURES:**

75\* (a)  CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which  
76\* continue beyond Closing and, if so, specify who shall pay amounts due after Closing:  Seller  Buyer  Other (see addendum).

77 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-  
78 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.  
79 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

80 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information  
81 regarding mold, Buyer should contact an appropriate professional.

82 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

83 (e) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

84 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

85 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-**  
86 **TION/COMMUNITY DISCLOSURE.**

87 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT  
88 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-  
89 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.  
90 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

91 **XII. MAXIMUM REPAIR COSTS:** DELETED

92\* **XIII. HOME WARRANTY:**  Seller  Buyer  N/A will pay for a home warranty plan issued by \_\_\_\_\_  
93\* at a cost not to exceed \$ \_\_\_\_\_

94\* **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have \_\_\_\_\_ days from Effective Date ("Inspection Period") within  
95 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the  
96 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage  
97 to and restoration of the Property resulting from such inspections; and (c) if Buyer determines, in Buyer's sole discretion, that the  
98 condition of the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering written notice of such election  
99 to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be imme-  
100 diately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as  
101 provided in this Paragraph XIV. The above provision (b) shall survive termination of this Contract.

102 **XV. RIDERS; ADDENDA; SPECIAL CLAUSES:** CHECK those riders which are applicable AND are attached to and made part of this Contract:

103\*  CONDOMINIUM  VAFHA  HOMEOWNERS' ASSN.  LEAD-BASED PAINT  COASTAL CONSTRUCTION CONTROL LINE

104\*  INSULATION  Other Comprehensive Rider Provisions  Addenda

105\* Special Clause(s): \_\_\_\_\_

106\* \_\_\_\_\_

107\* \_\_\_\_\_

108 **XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards):** Buyer and Seller acknowledge receipt of a copy of "AS"  
109 IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

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113 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a  
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115 positions of all interested persons.

116 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

117\* [Signature] 11-26-18 [Signature] 11-26-2018  
118 (BUYER) (DATE) (SELLER) (DATE)

119\* \_\_\_\_\_ 110 N 11 st Fort Pierce  
120 (BUYER) (DATE) (SELLER) (DATE)

121\* Buyer's address for purposes of notice \_\_\_\_\_ Seller's address for purposes of notice Tel 772-224-4844

122\* \_\_\_\_\_ Phone \_\_\_\_\_ Phone \_\_\_\_\_

123\* \_\_\_\_\_ Phone \_\_\_\_\_ Phone \_\_\_\_\_

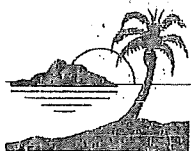
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125 this Contract:

126 Name: \_\_\_\_\_ Listing Broker \_\_\_\_\_  
127 Cooperating Brokers, if any \_\_\_\_\_

[Signature] [Signature]

St. Lucie Title Services, Inc.  
800 Virginia Ave Suite 47  
Ft. Pierce, FL 34966

Received  
11/26/18  
f. Deal



**HORIZON PALMS & NURSERY INC**  
5625 NW WAWAN CT  
PORT SAINT LUCIE, FL 34986-3607

3292

63-8419/2670  
785

DATE 11-26-18

CHECK ARMOR  
TRADE PROTECTION

PAY  
TO THE  
ORDER OF

St. Lucie Title

\$ 1,000.00

one thousand and 00/100

DOLLARS

Photo  
Safe  
Deposit  
Data on back

 **PNC BANK**

PNC Bank, N.A. 001

FOR lot on 14th st

*[Handwritten signature]*

⑈003292⑈ ⑆267084199⑆ 1201411505⑈

**City Commission Regular Meeting**

**11.e.**

**Meeting Date:** 01/07/2019

**Re:** Lot Clearing Lien (2) - 503 N 14th St

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

---

**SUBJECT:**

Approve waiver of fees in the amount of \$304.82 associated with lot clearing lien against 503 N 14th St, Ft. Pierce, FL 34950 - Parcel ID Number 2409-503-0014-000-6 previously owned by Serge Camille, 4560 NW 49th Court, Coconut Creek, FL 33073 and currently owned by, Vincent Marcellino, 5625 N.W. Wawan Court, Port St. Lucie, FL 34986 contingent upon payment of \$156.77 payable in 30 days.

**SUMMARY:**

The request is made by Mr. Marcellino, the potential buyer of the property. The closing is scheduled for January 4, 2019. Mr. Marcellino's intent for the property is to invest his time, energy and money into the neighborhood and make it appealing.

**RECOMMENDATION:**

Staff recommends waiving interest, penalties, and administrative fees in the amount of \$304.82 contingent upon payment of balance in the amount of \$156.77 payable in 30 days.

**ALTERNATIVES:**

Deny applicants request for reduction.  
Determine alternative amount.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

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

---

**Fiscal Impact**

**Budgeted Y/N:** 2018  
**Amount:** 156.77

**OTHER INFORMATION:**  
\$156.77 to the general fund.

---

**Attachments**

Proof of Ownership  
Request

Breakdown

Tax Card

---

### Form Review

**Inbox**

City Manager

Form Started By: Colleen Greer

Final Approval Date: 12/26/2018

**Reviewed By**

Nick Mimms

**Date**

12/26/2018 10:32 AM

Started On: 12/17/2018 02:58 PM

"As Is" Contract For Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is"

1\* PARTIES: Vincent marcellino Serge Camille ("Seller"),
2\* and ("Buyer"),
3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract");

5 I. DESCRIPTION:
6\* (a) Legal description of the Real Property located in St-Lucie County, Florida:
7\*
8\*

9\* (b) Street address, city, zip, of the Property: 503 N. 14th St
10 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixtures(s), and window treatment(s) unless
11 specifically excluded below.

12\* Other items included are: 2409-503-0014-000/6
13\*
14\* Items of Personal Property (and leased items, if any) excluded are:
15\*

16\* II. PURCHASE PRICE (U.S. currency): \$ 5,000.00
17 PAYMENT: \$ 1,000.00
18\* (a) Deposit held in escrow by St-Lucie title (Escrow Agent) in the amount of (checks subject to clearance)
19\* (b) Additional escrow deposit to be made to Escrow Agent within days after Effective Date
20\* (see Paragraph III) in the amount of
21\* (c) Financing (see Paragraph IV) in the amount of
22\* (d) Other
23 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
24\* to adjustments or prorations \$ 4,000.00

25 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
26 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
27\* before the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. UNLESS OTH-
28 ERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS FROM THE DATE THE COUN-
29 TEROFFER IS DELIVERED.
30 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
31 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
32 acceptance of this offer or, if applicable, the final counteroffer.

33 IV. FINANCING:
34\* (a) This is a cash transaction with no contingencies for financing;
35\* (b) This Contract is contingent on Buyer obtaining approval of a loan ("Loan Approval") within days (if blank, then 30 days) after
36\* Effective Date ("Loan Approval Date") for (CHECK ONLY ONE): a fixed; an adjustable; or a fixed or adjustable rate loan, in the prin-
37\* cipal amount of \$ , at an initial interest rate not to exceed % , discount and origination fees not to exceed
38\* % of principal amount, and for a term of years. Buyer will make application within days (if blank, then 5 days) after
39 Effective Date. Buyer shall use reasonable diligence to: obtain Loan Approval and notify Seller in writing of Loan Approval by Loan
40 Approval Date; satisfy terms and conditions of the Loan Approval; and close the loan. Loan Approval which requires a condition related to
41 the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. If Buyer
42 does not deliver written notice to Seller by Loan Approval Date stating Buyer has either obtained Loan Approval or waived this financing con-
43 tingency, then either party may cancel this Contract by delivering written notice ("Cancellation Notice") to the other, not later than seven (7)
44 days prior to Closing. Seller's Cancellation Notice must state that Buyer has three (3) days to deliver to Seller written notice waiving this
45 financing contingency. If Buyer has used due diligence and has not obtained Loan Approval before cancellation as provided above, Buyer
46 shall be refunded the deposit(s). Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction,
47 by Closing, of those conditions of Loan Approval related to the Property;
48\* (c) Assumption of existing mortgage (see rider for terms); or
49\* (d) Purchase money note and mortgage to Seller (see "AS IS" Standards B and K and riders; addenda; or special clauses for terms).

50\* V. TITLE EVIDENCE: At least 5 days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments
51 listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see "AS IS" Standard A for
52 terms) shall be obtained by:
53\* (CHECK ONLY ONE): (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
54\* (2) Buyer at Buyer's expense.

55\* (CHECK HERE): If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
56\* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on 12-15-2018 ("Closing"), unless
57 modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, Flood, or Homeowners' insurance at a reasonable rate
58 due to extreme weather conditions, Buyer may delay Closing for up to 5 days after such coverage becomes available.

59 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning,
60 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise
61 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record

Handwritten initials and signatures at the bottom right of the page.

62 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side  
63 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see  
64 addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for \_\_\_\_\_  
65\* \_\_\_\_\_ purpose(s).

66 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended  
67 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.  
68 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable  
69 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

70 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed pro-  
71 visions of this Contract in conflict with them.

72\* **X. ASSIGNABILITY:** (CHECK ONLY ONE): Buyer  may assign and thereby be released from any further liability under this Contract;  may  
73\* assign but not be released from liability under this Contract; or  may not assign this Contract.

74 **XI. DISCLOSURES:**

75\* (a)  CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which  
76\* continue beyond Closing and, if so, specify who shall pay amounts due after Closing:  Seller  Buyer  Other (see addendum).

77 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-  
78 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.  
79 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

80 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information  
81 regarding mold, Buyer should contact an appropriate professional.

82 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

83 (e) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

84 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

85 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-**  
86 **TION/COMMUNITY DISCLOSURE.**

87 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT  
88 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-  
89 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.  
90 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

91 **XII. MAXIMUM REPAIR COSTS:** DELETED

92\* **XIII. HOME WARRANTY:**  Seller  Buyer  N/A will pay for a home warranty plan issued by \_\_\_\_\_  
93\* at a cost not to exceed \$ \_\_\_\_\_

94\* **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have \_\_\_\_\_ days from Effective Date ("Inspection Period") within  
95 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the  
96 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage  
97 to and restoration of the Property resulting from such inspections; and (c) if Buyer determines, in Buyer's sole discretion, that the  
98 condition of the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering written notice of such election  
99 to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be imme-  
100 diately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as  
101 provided in this Paragraph XIV. The above provision (b) shall survive termination of this Contract.

102 **XV. RIDERS; ADDENDA; SPECIAL CLAUSES:** CHECK those riders which are applicable AND are attached to and made part of this Contract:

103\*  CONDOMINIUM  VA/FHA  HOMEOWNERS' ASSN.  LEAD-BASED PAINT  COASTAL CONSTRUCTION CONTROL LINE

104\*  INSULATION  Other Comprehensive Rider Provisions  Addenda

105\* Special Clause(s): \_\_\_\_\_  
106\* \_\_\_\_\_  
107\* \_\_\_\_\_

108 **XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards):** Buyer and Seller acknowledge receipt of a copy of "AS"  
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119\* \_\_\_\_\_ 110 N 11 st Fort Pierce  
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121\* Buyer's address for purposes of notice \_\_\_\_\_ Seller's address for purposes of notice Tel 772-224-4844

122\* \_\_\_\_\_  
123\* \_\_\_\_\_ Phone \_\_\_\_\_ Phone \_\_\_\_\_

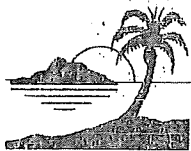
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127 Cooperating Brokers, if any

[Signature] [Signature]

St. Lucie Title Services, Inc.  
800 Virginia Ave Suite 47  
Ft. Pierce, FL 34966

Received  
11/26/18  
f. Deal



**HORIZON PALMS & NURSERY INC**  
5625 NW WAWAN CT  
PORT SAINT LUCIE, FL 34986-3607

3292

63-8419/2670  
785

DATE 11-26-18

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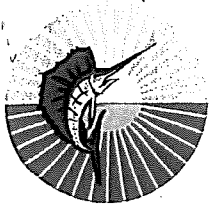
**PNC BANK**

PNC Bank, N.A. 001

FOR lot on 14th st

*[Handwritten signature]*

⑈003292⑈ ⑆267084199⑆ 1201411505⑈



THE SUNRISE CITY  
**FORT PIERCE**  
 CODE ENFORCEMENT  
*Florida*

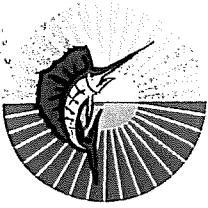
REQUEST FOR A REDUCTION OR RESCINDMENT OF  
 LOT CLEARING OR DEMOLITION LIEN

Date:	11-30-18			
Property address:	503 N. 14th St			
Owner(s) of record:	Senge Camille			
Mailing address:	4560 N.W 49th Coconut Creek Fl 33073			
Property tax ID #:	2409500300140006			
Original purchase date:		Original purchase price:		
Property is used for:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	vincent marcellino Future owner		Relationship to owner(s)	
Telephone #:	954-914-5090		Mobile phone #:	
E-mail:	Horizon-palms@hotmail.com		Preferred contact method:	954-914-5090
What are owner(s) intentions for property:				
Are there current code violations?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Explain: (please attached notice)	
Is property listed for sale?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is listing price?	
Is property under contract for sale?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is the sale price?	

City incurred charges (lot clearing, demolition, etc)	\$ 156.77
Administrative fees	\$ 100.00
Interest	\$ 170.24
Penalties	\$ 34.58
<b>TOTAL AMOUNT DUE TO CITY</b>	<b>\$ 461.59</b>
DOLLAR AMOUNT REQUESTING TO BE WAIVED	\$ 304.82
DOLLAR AMOUNT I AGREE TO PAY	\$ 156.77

      11-30-18  
 Signature of Owner or Representative      Date

Vincent marcellino  
 Printed Name



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
*Florida*

REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

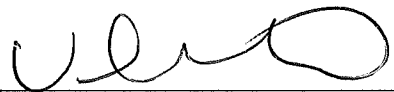
Property Address: 503 N 14th st  
Property Owner: Serge Camille  
Mailing Address: 4560 NW 49 ct Coconut Creek FL 33073-2943  
Telephone #: 954-914-5090 Cell Phone #: SAME  
E-Mail Address: Horizon-Palms@hotmail.com

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

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

I am heavily invested in this area of Ft. Pierce by owning over twenty apartments and land. I am going to fix this land up and beautify the neighborhood with a business. I would appreciate any consideration to keep within my budget.

Date: 11-30-18

Signed: 

Print Name: Vincent Marcellino

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Vincent Marcellino<sup>TH</sup> who acknowledged before me that the information contained herein is true and correct. He or She is /is not personally known to me and has produced FL DR LIC as identification.

SWORN TO AND SUBSCRIBED before me this 30th day of November, 2018.



Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 503 N. 14th St Ft. Pierce FL 34950

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

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

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



Signature of Owner or Representative

11-30-18

Date

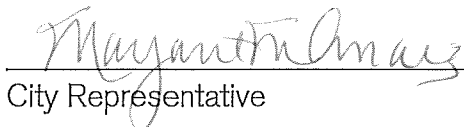
VINCENT MARCELLINO

Printed Name

-----  
COFP - APPLICATION PROCESS DETERMINATION

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

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



City Representative

11/30/18

Date

Margaret M. Amuz

Printed Name

# MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

**SUBJECT: LOT CLEARING LIEN REDUCTION**

Address: 503 N 14<sup>th</sup> St, Fort Pierce, FL

Parcel ID#: 2409-503-0014-000-6

Owner: Serge Camille / Vincent Marcellino

DATE: January 7, 2019

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The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Lot Clearing Lien	\$156.77	\$204.82	\$100.00
TOTAL	\$156.77	\$204.82	\$100.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)

\$304.82

CANNOT BE WAIVED (ALL LOT CLEARING COSTS)

\$156.77

\$461.59

**Property Identification**

Site Address: 503 N 14th ST Parcel ID: 2409-503-0014- Account #: 21338 Sec/Town/Range: 09/35S/40E  
 Use Type: 0000 Jurisdiction: Fort Pierce Map ID: 24/09N Zoning: C3

**Ownership**

Serge Camille  
 4560 NW 49 Ct  
 Coconut Creek, FL 33073

**Legal Description**

GOLDSMITH'S S/D BLK 1 LOT 13 AND E7.5 FT OF VAC ALLEY ADJ ON W (ORDN J-206 OR 1036-1522) (OR 2278-1285)

**Current Values**

Just/Market: \$2,400 Assessed: \$2,093  
 Exemptions: \$0 Taxable: \$2,093

**Historical Values 3-year**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$2,400	\$2,093	\$0	\$2,093
2017	\$2,400	\$1,903	\$0	\$1,903
2016	\$2,100	\$1,730	\$0	\$1,730

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
06-21-2005	2278 / 1285	XX01	TD	Thompson Mary	\$6,100
07-12-2001	1413 / 1071	XX04	QC	Thompson Mary	\$100
05-23-2001	1396 / 0623	XX04	QC	Thompson Mary	\$100

**Primary Building Information**

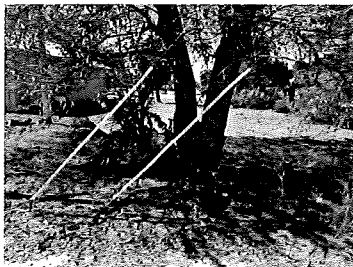
Finished Area of this building: 0 SF  
 Gross Area of this building: 0 SF

**Exterior Data**

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

**Interior Data**

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



*image or sketch unavailable for display*

**Total Areas**

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	0.17
Land Size (SF):	7,396
Total Building Count:	1

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
------	-----	-------	----------

**City Commission Regular Meeting**

**11.f.**

**Meeting Date:** 01/07/2019

**Re:** Demolition Lien - 503 N 14th Street

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

---

**SUBJECT:**

Approve waiver of fees in the amount of \$3,517.84 associated with demolition lien against 503 N 14th St, Ft. Pierce, FL 34950 - Parcel ID Number 2409-503-0014-000-6 previously owned by Serge Camille, 4560 NW 49th Court, Coconut Creek, FL 33073 and currently owned by Vincent Marcellino, 5625 N.W. Wawan Court, Port St. Lucie, FL 34986 contingent upon payment of \$2,720.00 payable in 30 days.

**SUMMARY:**

The request is made by Mr. Marcellino, the potential buyer of the property. The closing is scheduled for January 4, 2019. Mr. Marcellino's intent for the property is to invest his time, energy and money into the neighborhood and make it appealing.

**RECOMMENDATION:**

Staff recommends waiving interest, penalties, and administrative fees in the amount of \$3,517.84 contingent upon payment of balance in the amount of \$2,720.00 payable in 30 days.

**ALTERNATIVES:**

Deny the applicant's request for reduction.  
Determine an alternative amount.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

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

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**Fiscal Impact**

**Budgeted Y/N:** 2018

**Amount:** 2720.00

**OTHER INFORMATION:**

\$2,720.00 to the general fund.

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**Attachments**

Request  
Breakdown

Tax Card  
Proof of Ownership

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**Form Review**

**Inbox**

City Manager

Form Started By: Colleen Greer

Final Approval Date: 12/26/2018

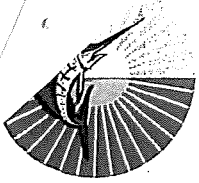
**Reviewed By**

Nick Mimms

**Date**

12/26/2018 10:32 AM

Started On: 12/17/2018 03:33 PM



THE SUNRISE CITY  
**FORT PIERCE**  
 CODE ENFORCEMENT  
*Florida*

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

Date:					
Property address:	503 N 14 st				
Owner(s) of record:	Serge Camille				
Mailing address:	4560 NW 49 ct Coconut Creek FL 32073-2943				
Property tax ID #:	240950300140006				
Original purchase date:		Original purchase price:			
Property is used for:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Future owner Vincent Marcellino		Relationship to owner(s)		
Telephone #:	954-914-5090		Mobile phone #:		
E-mail:			Preferred contact method:	Telephone 954-914-5090	
What are owner(s) intentions for property:					
Are there current code violations?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Explain: (please attached notice)		
Is property listed for sale?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is listing price?		
Is property under contract for sale?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is the sale price?		

City incurred charges (lot clearing, demolition, etc)	\$ 2720.00
Administrative fees	\$ 100.00
Interest	\$ 2848.20
Penalties	\$ 569.64
<b>TOTAL AMOUNT DUE TO CITY</b>	<b>\$ 6237.84</b>
DOLLAR AMOUNT REQUESTING TO BE WAIVED	\$ 3517.84
DOLLAR AMOUNT I AGREE TO PAY	\$ 2720.00

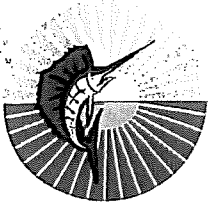
Signature of Owner or Representative

11-30-18

Date

Vincent Marcellino

Printed Name



THE SUNRISE CITY  
**FORT PIERCE**  
 CODE ENFORCEMENT  
*Florida*

REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 503 N 14th st

Property Owner: Serge Camille

Mailing Address: 4560 NW 49th Coconut Creek FL 33073-2943

Telephone #: SAME Cell Phone #: 954-914-5090

E-Mail Address: Horizon-Palms@hotmail.com

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

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

I am heavily invested in this area of Ft Pierce by opening over twenty apartments and land. I am going to fix this land up and beautify the neighborhood with a business. I would appreciate any consideration to keep within my budget.

Date: 11-30-18

Signed: 

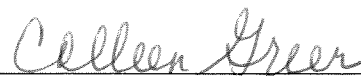
Print Name: Vincent Marcellino

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Vincent Marcellino who acknowledged before me that the information contained herein is true and correct. He or She is is not personally known to me and has produced FL DR License as identification.

SWORN TO AND SUBSCRIBED before me this 30th day of November, 2018.



Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address: 503 N. 14th St

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

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



Signature of Owner or Representative

11-30-18

Date

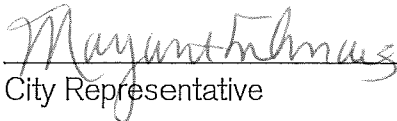
Vincent Marcellino

Printed Name

-----  
COFP - APPLICATION PROCESS DETERMINATION

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

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



City Representative

11/30/18

Date

Margaret M Annuiz

Printed Name

**2848.20**  
**569.64**  
**MEMORANDUM**

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

**SUBJECT: DEMOLITION LIEN REDUCTION**  
Address: 503 N 14<sup>th</sup> St, Fort Pierce, FL  
Parcel ID#: 2409-503-0014-000-6  
Owner: Serge Camille / Vincent Marcellino

DATE: January 7, 2019

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The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Demolition Lien	\$2,720.00	\$3,417.84	\$100.00
TOTAL	\$2,720.00	\$3,417.84	\$100.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)	\$3,517.84
CANNOT BE WAIVED (ALL LOT CLEARING COSTS)	<u>\$2,720.00</u>
	\$6,237.84

**Property Identification**

Site Address: 503 N 14th ST Parcel ID: 2409-503-0014- Account #: 21338 Sec/Town/Range: 09/35S/40E  
 Use Type: 0000 Jurisdiction: Fort Pierce Map ID: 24/09N Zoning: C3

**Ownership**

Serge Camille  
 4560 NW 49 Ct  
 Coconut Creek, FL 33073

**Legal Description**

GOLDSMITH'S S/D BLK 1 LOT 13 AND E7.5 FT OF VAC ALLEY ADJ ON W (ORDN J-206 OR 1036-1522) (OR 2278-1285)

**Current Values**

Just/Market: \$2,400 Assessed: \$2,093  
 Exemptions: \$0 Taxable: \$2,093

**Historical Values 3-year**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$2,400	\$2,093	\$0	\$2,093
2017	\$2,400	\$1,903	\$0	\$1,903
2016	\$2,100	\$1,730	\$0	\$1,730

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
06-21-2005	2278 / 1285	XX01	TD	Thompson Mary	\$6,100
07-12-2001	1413 / 1071	XX04	QC	Thompson Mary	\$100
05-23-2001	1396 / 0623	XX04	QC	Thompson Mary	\$100

**Primary Building Information**

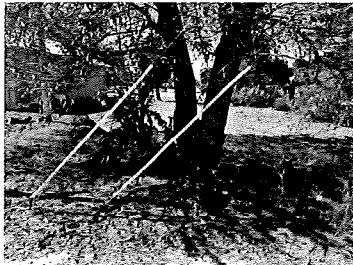
Finished Area of this building: 0 SF  
 Gross Area of this building: 0 SF

**Exterior Data**

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

**Interior Data**

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



*image or sketch unavailable for display*

**Total Areas**

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	0.17
Land Size (SF):	7,396
Total Building Count:	1

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
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"As Is" Contract For Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is"

1\* PARTIES: Vincent marcellino Serge Camille ("Seller"), ("Buyer"),  
2\* and  
3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")  
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract");

5 I. DESCRIPTION:  
6\* (a) Legal description of the Real Property located in St-Lucie County, Florida:  
7\*  
8\*

9\* (b) Street address, city, zip, of the Property: 503 N. 14th St  
10 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixtures(s), and window treatment(s) unless  
11 specifically excluded below.

12\* Other items included are: 2409-503-0014-000/6  
13\*  
14\* Items of Personal Property (and leased items, if any) excluded are:  
15\*

16\* II. PURCHASE PRICE (U.S. currency): \$ 5,000.00  
17 PAYMENT: \$ 1,000.00  
18\* (a) Deposit held in escrow by St-Lucie title (Escrow Agent) in the amount of (checks subject to clearance)  
19\* (b) Additional escrow deposit to be made to Escrow Agent within \_\_\_ days after Effective Date \$  
20\* (see Paragraph III) in the amount of \$  
21\* (c) Financing (see Paragraph IV) in the amount of \$  
22\* (d) Other \$  
23 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject \$ 4,000.00  
24\* to adjustments or prorations

25 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:  
26 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or  
27\* before \_\_\_, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. UNLESS OTH-  
28 ERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS FROM THE DATE THE COUN-  
29 TEROFFER IS DELIVERED.  
30 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the  
31 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for  
32 acceptance of this offer or, if applicable, the final counteroffer.

33 IV. FINANCING:  
34\*  (a) This is a cash transaction with no contingencies for financing;  
35\*  (b) This Contract is contingent on Buyer obtaining approval of a loan ("Loan Approval") within \_\_\_ days (if blank, then 30 days) after  
36\* Effective Date ("Loan Approval Date") for (CHECK ONLY ONE):  a fixed;  an adjustable; or  a fixed or adjustable rate loan, in the prin-  
37\* cipal amount of \$ \_\_\_, at an initial interest rate not to exceed \_\_\_%, discount and origination fees not to exceed  
38\* \_\_\_% of principal amount, and for a term of \_\_\_ years. Buyer will make application within \_\_\_ days (if blank, then 5 days) after  
39 Effective Date. Buyer shall use reasonable diligence to: obtain Loan Approval and notify Seller in writing of Loan Approval by Loan  
40 Approval Date; satisfy terms and conditions of the Loan Approval; and close the loan. Loan Approval which requires a condition related to  
41 the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. If Buyer  
42 does not deliver written notice to Seller by Loan Approval Date stating Buyer has either obtained Loan Approval or waived this financing con-  
43 tingency, then either party may cancel this Contract by delivering written notice ("Cancellation Notice") to the other, not later than seven (7)  
44 days prior to Closing. Seller's Cancellation Notice must state that Buyer has three (3) days to deliver to Seller written notice waiving this  
45 financing contingency. If Buyer has used due diligence and has not obtained Loan Approval before cancellation as provided above, Buyer  
46 shall be refunded the deposit(s). Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction,  
47 by Closing, of those conditions of Loan Approval related to the Property;  
48\*  (c) Assumption of existing mortgage (see rider for terms); or  
49\*  (d) Purchase money note and mortgage to Seller (see "AS IS" Standards B and K and riders; addenda; or special clauses for terms).

50\* V. TITLE EVIDENCE: At least 5 days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments  
51 listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see "AS IS" Standard A for  
52 terms) shall be obtained by:  
53\* (CHECK ONLY ONE):  (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or  
54\*  (2) Buyer at Buyer's expense.  
55\* (CHECK HERE):  If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

56\* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on 12-15-2018 ("Closing"), unless  
57 modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, Flood, or Homeowners' insurance at a reasonable rate  
58 due to extreme weather conditions, Buyer may delay Closing for up to 5 days after such coverage becomes available.

59 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning,  
60 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise  
61 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record

Handwritten initials and signature at the bottom right of the page.

62 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side  
63 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see  
64 addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for \_\_\_\_\_  
65\* \_\_\_\_\_ purpose(s).

66 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended  
67 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.  
68 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable  
69 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

70 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed pro-  
71 visions of this Contract in conflict with them.

72\* **X. ASSIGNABILITY:** (CHECK ONLY ONE): Buyer  may assign and thereby be released from any further liability under this Contract;  may  
73\* assign but not be released from liability under this Contract; or  may not assign this Contract.

74 **XI. DISCLOSURES:**

75\* (a)  CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which  
76\* continue beyond Closing and, if so, specify who shall pay amounts due after Closing:  Seller  Buyer  Other (see addendum).

77 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-  
78 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.  
79 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

80 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information  
81 regarding mold, Buyer should contact an appropriate professional.

82 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

83 (e) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

84 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

85 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-**  
86 **TION/COMMUNITY DISCLOSURE.**

87 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT  
88 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-  
89 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.  
90 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

91 **XII. MAXIMUM REPAIR COSTS:** DELETED

92\* **XIII. HOME WARRANTY:**  Seller  Buyer  N/A will pay for a home warranty plan issued by \_\_\_\_\_  
93\* at a cost not to exceed \$ \_\_\_\_\_

94\* **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have \_\_\_\_\_ days from Effective Date ("Inspection Period") within  
95 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the  
96 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage  
97 to and restoration of the Property resulting from such inspections; and (c) if Buyer determines, in Buyer's sole discretion, that the  
98 condition of the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering written notice of such election  
99 to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be imme-  
100 diately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as  
101 provided in this Paragraph XIV. The above provision (b) shall survive termination of this Contract.

102 **XV. RIDERS; ADDENDA; SPECIAL CLAUSES:** CHECK those riders which are applicable AND are attached to and made part of this Contract:

103\*  CONDOMINIUM  VA/FHA  HOMEOWNERS' ASSN.  LEAD-BASED PAINT  COASTAL CONSTRUCTION CONTROL LINE

104\*  INSULATION  Other Comprehensive Rider Provisions  Addenda

105\* Special Clause(s): \_\_\_\_\_  
106\* \_\_\_\_\_  
107\* \_\_\_\_\_

108 **XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards):** Buyer and Seller acknowledge receipt of a copy of "AS"  
109 IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

110 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,**  
111 **SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

112 THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.  
113 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a  
114 particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining  
115 positions of all interested persons.

116 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

117\* [Signature] 11-26-18 [Signature] 11-26-2018  
118 (BUYER) (DATE) (SELLER) (DATE)

119\* \_\_\_\_\_ 110 N 11 st Fort pierce  
120 (BUYER) (DATE) (SELLER) (DATE)

121\* Buyer's address for purposes of notice \_\_\_\_\_ Seller's address for purposes of notice Tel 772-224-4844

122\* \_\_\_\_\_ Phone \_\_\_\_\_ Phone \_\_\_\_\_

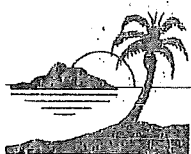
124 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with  
125 this Contract:

126 Name: \_\_\_\_\_ Listing Broker \_\_\_\_\_  
127 Cooperating Brokers, if any

[Signature] [Signature]

St. Lucie Title Services, Inc.  
800 Virginia Ave Suite 47  
Ft. Pierce, FL 34966

Received  
11/26/18  
f. Deal



**HORIZON PALMS & NURSERY INC**  
5625 NW WAWAN CT  
PORT SAINT LUCIE, FL 34986-3607

3292

63-8419/2670  
785

DATE 11-26-18

CHECK ARMOR  
TRADE PROTECTION

PAY  
TO THE  
ORDER OF

St. Lucie Title

\$ 1,000.00

one thousand and 00/100

DOLLARS

Photo  
Safe  
Deposit  
Data on back

 **PNC BANK**

PNC Bank, N.A. 001

FOR lot on 14th st

*[Handwritten signature]*

⑈003292⑈ ⑆267084199⑆ 1201411505⑈

**City Commission Regular Meeting**

**11.g.**

**Meeting Date:** 01/07/2019

**Re:** Approval for Installation of Above Ground 211-Gallon Diesel Tank at 712 Citrus Ave.

**Submitted For:** Paul Thomas, Building Official, Building

---

**SUBJECT:**

Request approval of application of Glotel, Inc. for installation of a new above-ground, 211-gallon diesel tank to be located at 712 Citrus Avenue.

**SUMMARY:**

Glotel, Inc. is requesting approval to install an industrial diesel generator set (which includes both a new 211-gallon, above-ground diesel tank and 25kw self-contained diesel Generac generator) on an existing concrete slab at the commercial property located at 712 Citrus Ave.

**RECOMMENDATION:**

Staff recommends approval of application of Glotel, Inc. for installation of a new 211-gallon, above ground diesel tank to be located at 712 Citrus Avenue.

**ALTERNATIVES:**

Do not approve installation of tank at this time.

**RESPONSIBLE STAFF:**

Paul Thomas, CBO, CFM, Building Official

**COORDINATED WITH:**

Shaun Coss, CFM, Building Dept. Coordinator

---

**Fiscal Impact**

**OTHER INFORMATION:**

A gain of \$310.63 to the Building Department Fund for permit and application fees.

---

**Attachments**

Tank Application - 712 Citrus Avenue

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Building	Ed Roseberry	12/20/2018 01:22 PM
City Manager	Nick Mimms	12/26/2018 10:32 AM
Form Started By: Karen Murphy		Started On: 12/14/2018 08:36 AM
Final Approval Date: 12/26/2018		

811285

T-Mobile GEN

A2P0304M



CITY OF FORT PIERCE, FLORIDA  
BUILDING DEPARTMENT  
APPLICATION FOR BUILDING PERMIT  
(772) 467-3718 FAX (772) 467-3849  
building@city-ftpierce.com

PERMIT # 18-4234  
FBC (2017) 6<sup>th</sup> Edition  
PIN # 948339

Building Department Project Manager:

\*Property Address 712 Citrus Avenue \*Date \_\_\_\_\_  
Parcel ID# 2410-705-0006-000-1 \*# of plans submitted \_\_\_\_\_ \* # of CD's submitted \_\_\_\_\_  
(Located on your tax bill)  
\*Owner Name TMO/Crown Castle \*Owner Address 6420 Congress Ave., #2000, Boca Raton, FL 33487  
Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Email Address \_\_\_\_\_

**\*Required Information**

Type of permit \_\_\_\_\_ \*Valuation \$ 12000  
\*Description of Work: Install new 25 KW self-contained diesel generator with 211 gallon tank on existing concrete slab.

RECEIVED  
DEC 12 2018

Architect: \_\_\_\_\_  
Phone(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email Address \_\_\_\_\_  
Engineer: \_\_\_\_\_  
Phone(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email Address \_\_\_\_\_

**\*CONTRACTOR/APPLICANT INFORMATION:**

City License # \_\_\_\_\_ State License # CGC1522761  
Company Name Glotel, Inc. Qualifier Daniel Ault  
Address 3060 Orange Gorge Trl, Naples, FL 34120 City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone # ( 561 ) 544 - 4975 Fax # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Email Address SFLPermits@crowncastle.com

Occupancy \_\_\_\_\_ Construction Type \_\_\_\_\_ # of Units \_\_\_\_\_ # of Stories \_\_\_\_\_  
Sq. Ft. Conditioned Space \_\_\_\_\_ Total Sq. Ft. \_\_\_\_\_

I understand that no building may be occupied until a Certificate of Occupancy/Certificate of Completion has been issued after final inspection by the Building Department and full compliance with the building code, city ordinances, state statutes and other applicable rules and regulations have been satisfied. I am also verifying that all sets of plans submitted are identical.

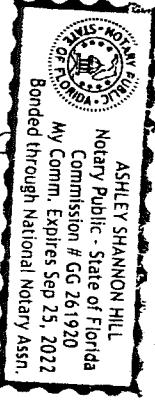
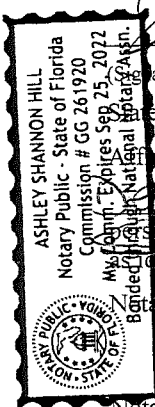
Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for electrical work, plumbing, signs, wells, pools, furnaces, boilers, heaters, tanks, and air conditioners etc.

Owner's Affidavit: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

Commis. APP  
gas sub

**WARNING TO OWNER:**  
**YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION.**  
**IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

Must be signed by owner/Agent and applicant:



Signature of contractor: [Signature]  
 State of Florida, County of Palm Beach  
 Affirmed to and subscribed before me this 11th of Dec  
2018, by Derek Smith  
 personally known to me or who has produced Daniel Ault  
 as identification.  
 Notary Signature: [Signature]  
 Notary (print name) Ashley S. Hill

Signature of Owner or Agent (including contractor): [Signature]  
 State of Florida, County of Palm Beach  
 Affirmed to and subscribed before me this 11th of Dec  
2018, by Derek Smith  
 personally known to me or who has produced  
 as identification.  
 Notary Signature: [Signature]  
 Notary (print name) Ashley S. Hill

Construction documents must accompany this application. The Florida energy code submitted becomes an integral part of this plan and must pass final inspection. "Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public record of this county, and there may be additional permits required from other governmental entities such as waste management district, state agencies, or federal agencies. "SIGNATURE OF THE APPLICANT MUST BE NOTARIZED. If owner builder, applicant must sign in person. BUILDING PERMIT includes: Building, Electrical, Plumbing, Mechanical, and Sewer only. All other trades require separate applications.

**Asbestos compliance: It is the owner's or operator's responsibility to comply with section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.**

**FEE SIMPLE TITLEHOLDER, BONDING COMPANY AND MORTGAGE LENDER INFORMATION IS REQUIRED WHEN THE AGGREGATE VALUE (TOTAL COST OF ALL IMPROVEMENTS AND NOT JUST WORK AUTHORIZED BY THE INDIVIDUAL PERMIT) IS \$2500 OR MORE (EXCEPT HVAC REPAIR/REPLACEMENT < \$7500). PLEASE ADDRESS ALL ITEMS.**

Fee Simple Titleholder's  Same as Owner  
 Name (if other than owner): SO Bell Tel & Tel Co  
 Address: PO Box 7207, Bedminster, NJ 07921  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mortgage Lender's  Not Applicable  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bonding Company  Not Applicable  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

OFFICE USE ONLY

Is the property located in a Special Flood Hazard Area (floodplain) per the current Flood Insurance Rate Map (FIRM)  
 Yes  No CR

Flood Zone: \_\_\_\_\_ Reviewed by: \_\_\_\_\_ Determination: \_\_\_\_\_

Permit Fee	\$ _____	Other	\$ _____	Plan Review Fee	\$ _____
State Surcharge	\$ _____	Other	\$ _____	Routing Fee	\$ _____
Subcontractor	\$ _____	Flood Review Fee	\$ _____	Other	\$ _____

**Total Amount Due at Issuance** \$ \_\_\_\_\_  
 Remarks \_\_\_\_\_

Active Code Violation  Yes  No  
 Case # \_\_\_\_\_  
 Case Type \_\_\_\_\_

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_ Final Check \_\_\_\_\_ Date \_\_\_\_\_



Department of Building & Community Response

P.O. Box 1480 • 100 North U.S. 1 • Fort Pierce, FL 34954
Phone: (772) 467-3529 or (772) 467-3724 • Fax: (772) 467-3849

“DEBRIS FORM”
OWNER / BUILDER OR CONTRACTOR AFFIDAVIT

As per City Ordinances 16-22, 16-46, 16-48 and As a condition of obtaining any permit for construction/repair or renovation:

Owner: TMO/Crown Castle

Property Address: 712 Citrus Avenue

Permit # Contractor: Glotel, Inc.

I understand and accept full responsibility for the prompt removal of all debris and construction materials from the property for which I am seeking to obtain a building permit in accordance with the Code of Ordinances of the City.

Initials [Signature]

I agree that no debris or construction materials will be placed on any public property or on any public right-of-way except as may be specifically authorized by the Code of Ordinances.

Initials [Signature]

I further understand that prior to a final inspection for the project completion or issuance of a Certificate of Occupancy (or Certificate of Completion), all debris and construction materials shall be removed from the property or the Inspector will not approve the final inspection. Additional reinspection fees shall apply.

Initials [Signature]

I understand and accept full responsibility for debris removal at my own expense in accordance with the City Code of Ordinances.

Initials [Signature]

I hereby acknowledge that I have read and understand the above statements and I further understand that any violation of the terms of this affidavit shall be reported to the City of Fort Pierce Department of Building and Community Response for action and possible “stop-work” order under the issued permit.

Date Contractor or Owner/Builder’s Signature [Signature]

It is the owner and contractor’s responsibility to verify approval for any work through the Home Owner’s Association and/or Condominium Association, if applicable. The City will not be held responsible for disputes between Home Owner’s Association, Condominium Association, owner and/or contractor.

12/11/2018 Date Contractor or Owner/Builder’s Signature [Signature]

811285

A2P0304M



T-Mobile GEN

City of Fort Pierce Building Department

100 N. US Hwy. 1 - Fort Pierce, FL

PHONE (772) 467-3718

FAX (772) 467-3849

BUILDING PERMIT

[ ] Sub-Contractor Agreement (\$25-Residential \$50-Commercial) or [ ] Change of Sub-Contractor Agreement (\$20 per sub-contractor)

City of Fort Pierce License No: EC0000187 Permit Number: \_\_\_\_\_

East Ocean Electric of Florida, Inc. Has agreed to be the Electrical sub-contractor for (Name company acting as sub-contractor) (Type of Construction Trade)

Glotel, Inc. for the property located at 712 Citrus Avenue (Name of the Primary Contractor) (Address of job site)

Owner of Property: SO Bell Tel & Tel Co Job Cost: \$ 2000

It is understood that if there is any change of status regarding my participation with the above mentioned project, I will immediately advise the City of Fort Pierce Building Department, and have my permit voided.

(Company acting as sub-contractor)

I acknowledge that I must carry Longshore Insurance if working on or adjoining navigable waters and that I meet all requirements of the Longshore & Harbor Workers' Compensation Act.

Qualifiers Signature: Robert Koenekamp Print Name: Robert Koenekamp

State of Florida, County of Palm Beach The foregoing instrument was acknowledged before me This 17 day of March, 2018, by Robert Koenekamp who is Personally known to me or who has produced as identification

Notary Signature: Linda Palozzola [Seal] Linda Palozzola Commission # FF 110250 My Commission Expires April 07, 2018

Business Name: East Ocean Electric of Florida

Address: 1581 Dagnidge Pl. Wellington, FL 33414

Phone: ( ) 361-482-3391 Fax: ( )

To be Signed only when change in sub-contractor (along with all other above areas)

Building Contractor Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Company Name (to be removed) \_\_\_\_\_

Sub-Contractor (to be removed) Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Building Official Signature (if applicable): \_\_\_\_\_

**SD025 | 2.4L | 25 kW**  
**INDUSTRIAL DIESEL GENERATOR SET**  
 EPA Certified Stationary Emergency

**STANDBY POWER RATING**

25 kW, 31 kVA, 60 Hz

**PRIME POWER RATING\***

23 kW, 28 kVA, 60 Hz

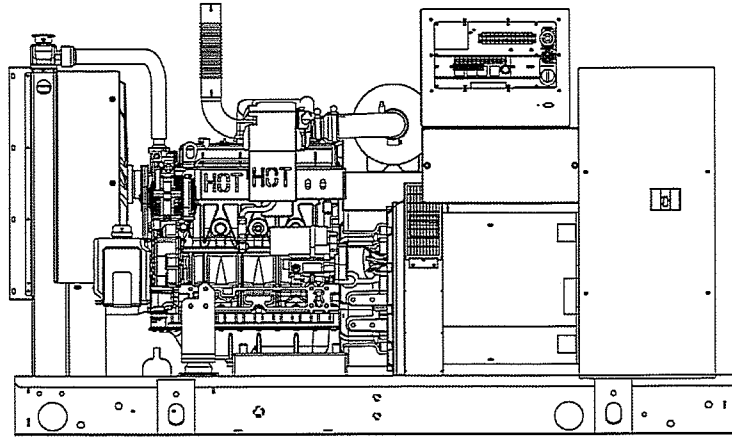


Image used for illustration purposes only



\*Built in the USA using domestic and foreign parts


\*EPA Certified Prime ratings are not available in the U.S. or its Territories.


\*\*Certain options or customization may not hold certification valid.


**CODES AND STANDARDS**


Generac products are designed to the following standards:

 UL2200, UL508, UL142, UL498

 NFPA70, 99, 110, 37

 NEC700, 701, 702, 708

 ISO9001, 8528, 3046, 7637,  
 Pluses #2b, 4

 NEMA ICS10, MG1, 250, ICS6, AB1

 ANSI C62.41  
 American National Standards Institute

**POWERING AHEAD**

For over 50 years, Generac has led the industry with innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac's gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial application under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

# SD025 | 2.4L | 25 kW

## INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

### STANDARD FEATURES

#### ENGINE SYSTEM

##### General

- Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel flexible exhaust connection
- Critical Exhaust Silencer (enclosed only)
- Factory Filled Oil
- Radiator Duct Adapter (open set only)

##### Fuel System

- Fuel lockoff solenoid
- Primary fuel filter

##### Cooling System

- Closed Coolant Recovery System
- UV/Ozone resistant hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene glycol antifreeze
- 120 VAC Coolant Heater

##### Engine Electrical System

- Battery charging alternator
- Battery cables
- Battery tray
- Solenoid activated starter motor
- Rubber-booted engine electrical connections

#### ALTERNATOR SYSTEM

- UL2200 GENprotect™
- 12 leads (3-phase, non 600 V)
- Class H insulation material
- Vented rotor
- 2/3 pitch
- Skewed stator
- Auxiliary voltage regulator power winding
- Amortisseur winding
- Brushless Excitation
- Sealed Bearings
- Automated manufacturing (winding, insertion, lacing, varnishing)
- Rotor dynamically spin balanced
- Full load capacity alternator
- Protective thermal switch

#### GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of circuits - high/low voltage
- Separation of circuits - multiple breakers
- Silencer Heat Shield
- Wrapped Exhaust Piping
- Silencer housed in discharge hood (enclosed only)
- Standard Factory Testing
- 2 Year Limited Warranty (Standby rated Units)
- 1 Year Limited Warranty (Prime rated Units)
- Silencer mounted in the discharge hood (enclosed only)

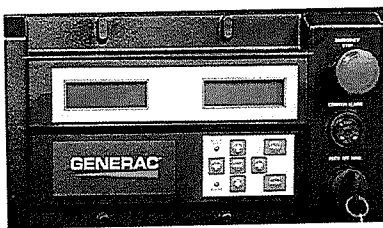
#### ENCLOSURE (IF SELECTED)

- Rust-proof fasteners with nylon washers to protect finish
- High performance sound-absorbing material
- Gasketed doors
- Stamped air-intake louvers
- Air discharge hoods for radiator-upward pointing
- Stainless steel lift off door hinges
- Stainless steel lockable handles
- Rhino Coat™ - Textured polyester powder coat

#### TANKS (IF SELECTED)

- UL 142
- Double wall
- Vents
- Sloped top
- Sloped bottom
- Factory pressure tested (2 psi)
- Rupture basin alarm
- Fuel level
- Check valve in supply and return lines
- Rhino Coat™ - Textured polyester powder coat
- Stainless hardware

#### CONTROL SYSTEM



##### Control Panel

- Digital H Control Panel - Dual 4x20 Display
- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable PLC
- RS-232/485
- All-Phase Sensing DVR
- Full System Status
- Utility Monitoring
- Low Fuel Pressure Indication
- 2-Wire Start Compatible
- Power Output (kW)

- Power Factor
- kW Hours, Total & Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents
- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/sealed Connectors
- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus protocol
- Predictive Maintenance algorithm
- Sealed Boards
- Password parameter adjustment protection

- Single point ground
- 15 channel data logging
- 0.2 msec high speed data logging
- Alarm information automatically comes up on the display

##### Alarms

- Oil Pressure (Pre-programmable Low Pressure Shutdown)
- Coolant Temperature (Pre-programmed High Temp Shutdown)
- Coolant Level (Pre-programmed Low Level Shutdown)
- Low Fuel Pressure Alarm
- Engine Speed (Pre-programmed Over speed Shutdown)
- Battery Voltage Warning
- Alarms & warnings time and date stamped
- Alarms & warnings for transient and steady state conditions
- Snap shots of key operation parameters during alarms & warnings
- Alarms and warnings spelled out (no alarm codes)

## CONFIGURABLE OPTIONS

---

### ENGINE SYSTEM

#### General

- Oil Heater
- Industrial Exhaust Silencer

#### Fuel System

- Flexible fuel lines
- Primary fuel filter

#### Engine Electrical System

- 10A UL battery charger
- 2.5A UL battery charger
- Battery Warmer

### ALTERNATOR SYSTEM

- Alternator Upsizing
- Anti-Condensation Heater
- Tropical coating
- Permanent Magnet Excitation

## ENGINEERED OPTIONS

---

### ENGINE SYSTEM

- Coolant heater ball valves
- Block Heaters
- Fluid containment pans

### ALTERNATOR SYSTEM

- 3rd Breaker Systems

### CONTROL SYSTEM

- Spare inputs (x4) / outputs (x4) - H Panel Only
- Battery Disconnect Switch

### CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breaker

### GENERATOR SET

- Gen-Link Communications Software (English Only)
- 8 Position Load Center
- 2 Year Extended Warranty
- 5 Year Warranty
- 5 Year Extended Warranty

### ENCLOSURE

- Weather Protected
- Level 1 Sound Attenuation
- Level 2 Sound Attenuation
- Steel Enclosure
- Aluminum Enclosure
- 150 MPH Wind Kit
- 12 VDC Enclosure Lighting Kit
- 120 VAC Enclosure Lighting Kit
- AC/DC Enclosure Lighting Kit
- Door Alarm Switch

### GENERATOR SET

- Special Testing
- IBC Seismic Certification

### ENCLOSURE

- Motorized Dampers
- Door switched for intrusion alert
- Enclosure ambient heaters

### TANKS (Size on last page)

- Electrical Fuel Level
- Mechanical Fuel Level
- 54 Gal (204.4 L) Usable Capacity
- 132 Gal (499.7 L) Usable Capacity
- 211 Gal (798.7 L) Usable Capacity
- 300 Gal (1135.6 L) Usable Capacity
- 8" Fill Extension
- 13" Fill Extension
- 19" Fill Extension

### CONTROL SYSTEM

- 21-Light Remote Annunciator
- Remote Relay Panel (8 or 16)
- Oil Temperature Sender with Indication Alarm
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- Remote Communication - Modem
- Remote Communication - Ethernet
- 10A Run Relay
- Ground Fault Indication and Protection Functions

### TANKS

- Overfill Protection Valve
- UL2085 Tank
- ULC S-601 Tank
- Stainless Steel Tank
- Special Fuel Tanks (MIDEQ and FL DEP/DERM, etc.)
- Vent Extensions

## RATING DEFINITIONS

Standby - Applicable for a varying emergency load for the duration of a utility power outage with no overload capability.

Prime - Applicable for supplying power to a varying load in lieu of utility for an unlimited amount of running time. A 10% overload capacity is available for 1 out of every 12 hours. The Prime Power option is only available on International applications. Power ratings in accordance with ISO 8528-1, Second Edition

**SD025 | 2.4L | 25 kW**  
**INDUSTRIAL DIESEL GENERATOR SET**  
 EPA Certified Stationary Emergency



**APPLICATION AND ENGINEERING DATA**

**ENGINE SPECIFICATIONS**

General

Make	Generac
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emissions Data Sheet
Cylinder #	4
Type	In-Line
Displacement - L (cu In)	2.4 (146.46)
Bore - mm (in)	90 (3.54)
Stroke - mm (in)	94 (3.70)
Compression Ratio	21.3:1
Intake Air Method	Turbocharged
Cylinder Head Type	Cast Iron
Piston Type	Aluminium

Engine Governing

Governor	Electronic Isochronous
Frequency Regulation (Steady State)	+/- 0.25%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full Flow
Crankcase Capacity - L (qts)	6.2 (6.52)

Cooling System

Cooling System Type	Closed Recovery
Water Pump	Pre-Lubed, Self Sealing
Fan Type	Pusher
Fan Speed (rpm)	2698
Fan Diameter mm (in)	560 (22)
Coolant Heater Wattage	1500
Coolant Heater Standard Voltage	120 VAC

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel
Fuel Specifications	ASTM
Fuel Filtering (microns)	5
Fuel Injection	Distribution Injection Pump
Fuel Pump Type	Engine Driven Gear
Injector Type	Mechanical
Fuel Supply Line mm (in)	7.94 (0.31)
Fuel Return Line mm (in)	7.94 (0.31)

Engine Electrical System

System Voltage	12 VDC
Battery Charging Alternator	Std
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

**ALTERNATOR SPECIFICATIONS**

Standard Model	390
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5%
Telephone Interference Factor (TIF)	<50

Standard Excitation	Synchronous
Bearings	Single Sealed Cartridge
Coupling	Direct, Flexible Disc
Load Capacity - Standby	100%
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

**SD025 | 2.4L | 25 kW**  
**INDUSTRIAL DIESEL GENERATOR SET**  
 EPA Certified Stationary Emergency



**OPERATING DATA**

**POWER RATINGS**

		Standby
Single-Phase 120/240 VAC @1.0pf	25 kW	Amps: 104
Three-Phase 120/208 VAC @0.8pf	25 kW	Amps: 87
Three-Phase 120/240 VAC @0.8pf	25 kW	Amps: 75
Three-Phase 277/480 VAC @0.8pf	25 kW	Amps: 38
Three-Phase 346/600 VAC @0.8pf	25 kW	Amps: 30

**STARTING CAPABILITIES (sKVA)**

sKVA vs. Voltage Dip

Alternator	kW	480 VAC						208/240 VAC					
		10%	15%	20%	25%	30%	35%	10%	15%	20%	25%	30%	35%
Standard	25	16	25	33	41	49	57	12	19	25	31	37	43
Upsize 1	35	24	36	48	60	72	84	18	27	36	45	54	63
Upsize 2	40	27	41	54	68	81	95	20	31	41	51	61	71

**FUEL CONSUMPTION RATES\***

Fuel Pump Lift - ft (m)		Diesel - gal/hr (l/hr)	
		Percent Load	Standby
	3 (1)	25%	0.8 (3.0)
		50%	1.33 (5.0)
Total Fuel Pump Flow (Combustion + Return)		75%	1.67 (6.3)
	4.5 gal/hr	100%	2.5 (9.5)

\* Fuel supply installation must accommodate fuel consumption rates at 100% load.

**COOLING**

		Standby
Coolant Flow per Minute	gal/min (l/min)	10 (38)
Coolant System Capacity	gal (L)	2.8 (10.95)
Heat Rejection to Coolant	BTU/hr	103,080
Inlet Air	cfm (m3/hr)	4,500 (7647)
Max. Operating Radiator Air Temp	F° (C°)	122 (50)
Max. Ambient Temperature (before derate)	F° (C°)	110 (43.3)
Maximum Radiator Backpressure	in H <sub>2</sub> O	0.5

**COMBUSTION AIR REQUIREMENTS**

	Standby
Flow at Rated Power	cfm (m3/min) 90 (2.55)

**ENGINE**

		Standby
Rated Engine Speed	rpm	1800
Horsepower at Rated kW**	hp	49
Piston Speed	ft/min (m/min)	1110 (338)
BMEP	psi	117

**EXHAUST**

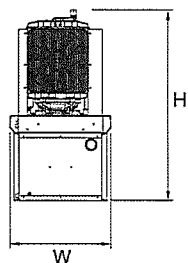
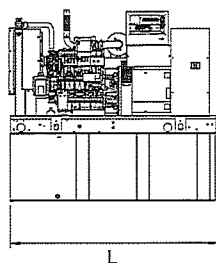
		Standby
Exhaust Flow (Rated Output)	cfm (m <sup>3</sup> /min)	208 (354)
Max. Backpressure (Post Silencer)	inHg (Kpa)	1.5 (5.1)
Exhaust Temp (Rated Output)	°F (°C)	790 (421)
Exhaust Outlet Size (Open Set)	mm (in)	63.5 (2.5)

\*\* Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions. Please consult a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528 and DIN6271 standards.

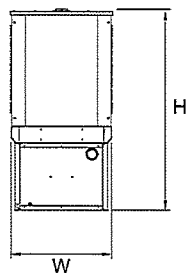
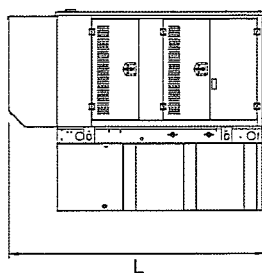
**SD025 | 2.4L | 25 kW**  
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**DIMENSIONS AND WEIGHTS\***



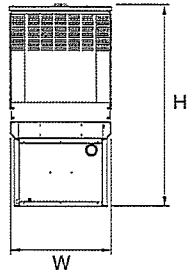
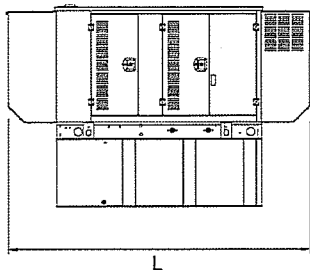
**OPEN SET**

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Tank & Open Set	
			Steel	Aluminum
NO TANK	-	76 (1930.4) x 37.4 (949.9) x 42.2 (1072.1)	2060 (934)	
21	54 (204.4)	76 (1930.4) x 37.4 (949.9) x 55.2 (1402.1)	2540 (1152)	
52	132 (499.7)	76 (1930.4) x 37.4 (949.9) x 67.2 (1706.9)	2770 (1257)	
84	211 (798.7)	76 (1930.4) x 37.4 (949.9) x 79.2 (2011.7)	2979 (1351)	
120	300 (1135.6)	92.9 (2360) x 37.4 (949.9) x 82.7 (2100.6)	3042 (1380)	



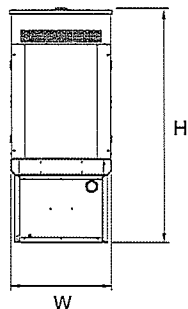
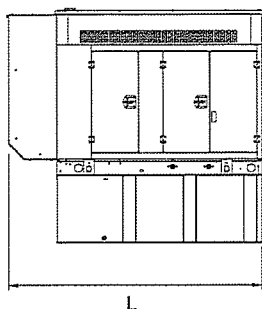
**STANDARD ENCLOSURE**

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Enclosure Only	
			Steel	Aluminum
NO TANK	-	94.8 (2408.9) x 38 (965.2) x 49.5 (1258.1)	-	
21	54 (204.4)	94.8 (2408.9) x 38 (965.2) x 62.5 (1587.5)	-	
52	132 (499.7)	94.8 (2408.9) x 38 (965.2) x 74.5 (1892.3)	302 (137)	191 (87)
84	211 (798.7)	94.8 (2408.9) x 38 (965.2) x 86.5 (2197.1)	-	
120	300 (1135.6)	94.8 (2408.9) x 38 (965.2) x 90 (2286)	-	



**LEVEL 1 ACOUSTIC ENCLOSURE**

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Enclosure Only	
			Steel	Aluminum
NO TANK	-	112.5 (2857.1) x 38 (965.2) x 49.5 (1258.1)	-	
21	54 (204.4)	112.5 (2857.1) x 38 (965.2) x 62.5 (1587.5)	-	
52	132 (499.7)	112.5 (2857.1) x 38 (965.2) x 74.5 (1892.3)	455 (206)	288 (131)
84	211 (798.7)	112.5 (2857.1) x 38 (965.2) x 86.5 (2197.1)	-	
120	300 (1135.6)	112.5 (2857.1) x 38 (965.2) x 90 (2286)	-	



**LEVEL 2 ACOUSTIC ENCLOSURE**

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Enclosure Only	
			Steel	Aluminum
NO TANK	-	94.8 (2408.9) x 38 (965.2) x 62 (1573.9)	-	
21	54 (204.4)	94.8 (2408.9) x 38 (965.2) x 75 (1905)	-	
52	132 (499.7)	94.8 (2408.9) x 38 (965.2) x 87 (2209.8)	460 (209)	291 (132)
84	211 (798.7)	94.8 (2408.9) x 38 (965.2) x 99 (2514.6)	-	
120	300 (1135.6)	94.8 (2408.9) x 38 (965.2) x 102.5 (2603.5)	-	

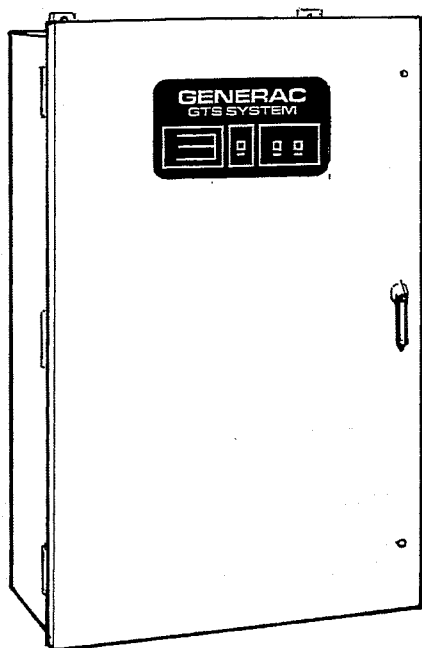
\*All measurements are approximate and for estimation purposes only. Sound dBA can be found on the sound data sheet. Enclosure Only weight is added to Tank & Open Set weight to determine total weight.

YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

**100 - 400 Amps,  
600 VAC****Automatic Transfer Switches**

1 of 2



- Standard time delay neutral will reduce switchover problems.
- Logic control with inphase monitor regulates switch functions and allows adjustable switch settings with LED indicators.
- Control switches located on the front of the door for ease of operation.
- All switches are UL 1008 listed and CSA certified.
- Electrically-operated, mechanically-held and interlocked main contacts with break before make design for fast, positive connections.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive with no derations.
- 2, 3, and 4 Pole 600 VAC contactors.
- 160 millisecond transfer time.

**Standard Features**

- Single coil design, electrically operated and mechanically held
- Programmable exerciser
- Main contacts are silver alloy to resist welding and sticking
- Conformal coating protects all printed circuit boards
- Indicating LED's for switch position—Normal, Emergency, and Standby Operating
- NEMA 1 enclosure with hinged door and key-locking handle
- Three-position switch—Fast Test, Auto, Normal Test
- Arc chutes on main contacts

**Optional Accessories**

- NEMA 12 enclosure
- NEMA 3R enclosure
- NEMA 4 & 4X enclosure
- Exterior AC meter package
- Controls accessible through door in door design on NEMA type 3R and 4 enclosures – key lock provided on access door
- 4-pole design for neutral isolation
- Single or double sets of auxiliary contacts
- Preferred source selector switch
- Manual 3 position selector switch
- Remote automatic control circuit
- Signal before transfer contacts
- Return to normal timer bypass

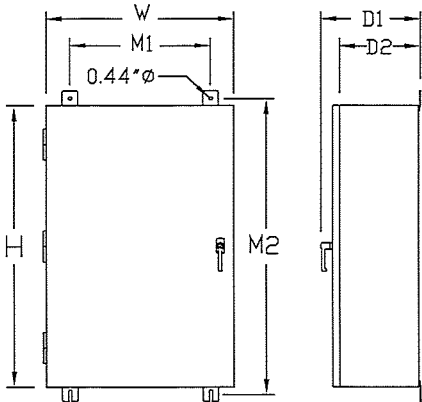
# GTS Control Systems

	LOGIC CONTROL w / Inphase Monitor
Utility Voltage	
Dropout .....	75-95% (Adj.)
Pickup .....	85-95% (Adj.)
Line Interrupt .....	0.1-10 Sec. (Adj.)
Engine Minimum Run .....	5-30 Min. (Adj.)
Engine Warmup .....	5 Sec.-3 Min. (Adj.)
Return to Utility .....	1-30 Min. (Adj.)
Engine Cooldown .....	1-30 Min. (Adj.)
Standby Voltage .....	85-95% (Adj.)
Standby Frequency .....	80-90% (Adj.)
Time Delay Neutral .....	0.1-10 Sec. (Adj.)
Transfer on Exercise .....	On/Off Switch
Warmup Timer Bypass .....	On/Off Switch
Time Delay Neutral Bypass .....	On/Off Switch
Inphase Monitor .....	On/Off Switch

## Withstand Current - 600 Volt GTS Series

GTS Rated Amps	100	150	200	300	400
<b>FUSE PROTECTED</b>					
Maximum RMS Symmetrical Fault Current – Amps	200,000	200,000	200,000	200,000	200,000
Maximum Fuse Size – Amps	200	400	400	600	600
Fuse Class	J,T	J,T	J,T	J,T	J,T
<b>CIRCUIT BREAKER PROTECTED (See separate sheet for specific circuit breakers)</b>					
Maximum RMS Symmetrical Fault Current – Amps	14,000	25,000	25,000	35,000	35,000
Protective Device Continuous Rating (Max) – Amps	150	300	300	600	600

- Tested in accordance with the withstand and closing requirements of UL 1008 and CSA Standards
- Current ratings are listed @ 480 VAC



## Unit Dimensions

GTS Rated Amps	Voltage	Enclosure Height	Enclosure Width	Wall Mount Bolt Pattern		Enclosure Depth		Weight (lbs.)
		H	W	M1	M2	D1	D2	
100	All	36	24	18	37.5	12.7	10	180
150-200	120/240	36	24	18	37.5	12.7	10	185
150-200	120/208	36	24	18	37.5	12.7	10	185
150-200	277/480	48*	30*	24	49.5	14.8	12	265
150-200	600	48*	30*	24	49.5	14.8	12	265
300-400	120/240	36	24	18	37.5	12.7	10	245
300-400	120/208	36	24	18	37.5	12.7	10	245
300-400	277/480	48*	30*	24	49.5	14.8	12	325
300-400	600	48*	30*	24	49.5	14.8	12	325

\* Note: On NEMA 1 enclosures only, door overlaps enclosure – door dimensions are 48.8 H X 30.8 W. All dimensions in inches.

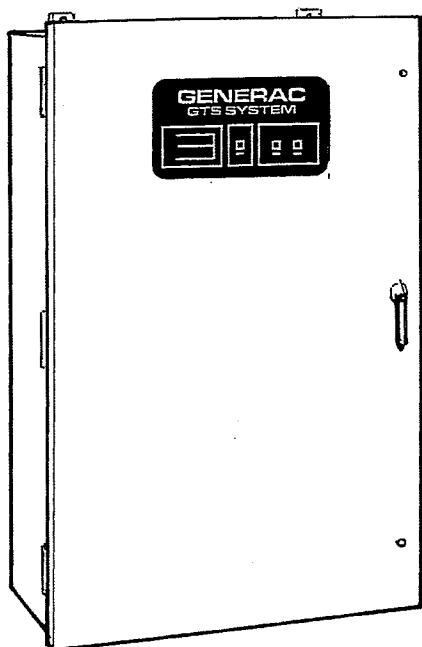
## Terminal Lug Wire Ranges

GTS RATED AMPS	CONTACTOR TERMINALS (1 LUG PER POLE) LUG WIRE RANGE	NEUTRAL BAR*		GROUND LUG (1 PROVIDED) LUG WIRE RANGE
		# LUGS	LUG WIRE RANGE	
100	2/0 – 14 AWG	4	2/0 – 14 AWG	2/0 – 14 AWG
150	400MCM – 4 AWG	4	350MCM – 6 AWG	350MCM – 6 AWG
200	400MCM – 4 AWG	4	350MCM – 6 AWG	350MCM – 6 AWG
300	600MCM – 4 AWG	4	600MCM – 4 AWG	350MCM – 6 AWG
	or 2 – [250MCM – 1/0 AWG]		[250MCM – 1/0 AWG]**	350MCM – 6 AWG
400	600MCM – 4 AWG	4	600MCM – 4 AWG	350MCM – 6 AWG
	or 2 – [250MCM – 1/0 AWG]		[250MCM – 1/0 AWG]**	

\* Not included in GTS with switched neutral. \*\* Allowable wire range in brackets is for 2 wires per lug.

**100 - 400 A,  
600 VCA****Interruptores de transferencia automáticos**

1 de 2



- El tiempo de retardo en neutro estándar reducirá los problemas de conmutación.
- El control lógico con monitor de en fase regula las funciones del interruptor y permite configuraciones del interruptor ajustables con indicadores LED.
- Interruptores de control ubicados en el frente de la puerta para facilidad de operación.
- Todos los interruptores están listados por UL 1008 y certificados por CSA.
- Contactos principales accionados eléctricamente y retenidos mecánicamente con diseño de cortar antes de cerrar para conexiones rápidas y positivas.
- Clasificados para todas las clases de cargas, clasificados para el 100% de los equipos, tanto inductivos como resistivos sin reducciones.
- Contactores de 600 VCA de 2, 3 y 4 polos.
- 160 ms de tiempo de transferencia.

**Características estándar**

- Diseño de bobina simple, accionada eléctricamente y retenida mecánicamente
- Ejecitador programable
- Los contactos principales de aleación de plata para evitar soldarse o adherirse
- El revestimiento conformado protege todas las tarjetas de circuito impreso
- Indicadores LED para posición del interruptor: operación normal, de emergencia y de respaldo
- Gabinete NEMA 1 con puerta abisagrada y asa con cerrojo
- Interrupción de tres posiciones: prueba rápida, automática, prueba normal
- Cámaras de corte de arco en los contactos principales

**Accesorios opcionales**

- Gabinete NEMA 12
- Gabinete NEMA 3R
- Gabinetes NEMA 4 y 4X
- Paquete exterior de medidor de CA
- Controles accesibles a través de la puerta por el diseño de la puerta en los gabinetes NEMA tipo 3R y 4: cerradura con llave provista en la puerta de acceso
- Diseño de 4 polos para aislamiento del neutro
- Juegos de contactos auxiliares simples o dobles
- Conmutador selector de fuente de alimentación preferida
- Conmutador selector manual de 3 posiciones
- Circuito de control automático remoto
- Contactos de señal antes de la transferencia
- Derivación del temporizador para vuelta a alimentación normal

## Sistemas de control GTS

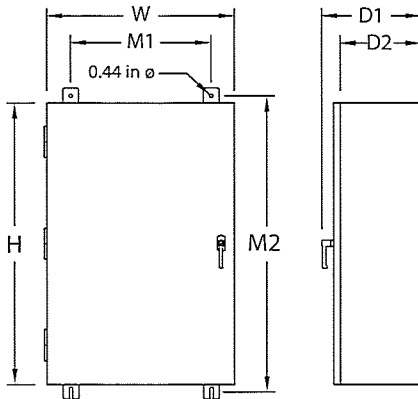
### CONTROL LÓGICO c/monitor de en fase

Voltaje del servicio público	
Desenganche .....	75-95% (ajustable)
Activación .....	85-95% (ajustable)
Interrupción de línea .....	0.1-10 s (ajustable)
Funcionamiento mínimo del motor .....	5-30 min (ajustable)
Calentamiento del motor .....	5 s-3 min (ajustable)
Vuelta al servicio público .....	1-30 min (ajustable)
Enfriamiento del motor .....	1-30 min (ajustable)
Voltaje de respaldo .....	85-95% (ajustable)
Frecuencia de respaldo .....	80-90% (ajustable)
Tiempo de retardo a neutro .....	0.1-10 s (ajustable)
Transferencia en ejercitación .....	Interruptor On/Off
Derivación del temporizador de calentamiento .....	Interruptor On/Off
Derivación del temporizador de retardo en neutro .....	Interruptor On/Off
Monitor de en fase .....	Interruptor On/Off

### Corriente no disruptiva - 600 V Serie GTS

Amperes nominales del GTS	100	150	200	300	400
<b>PROTEGIDO CON FUSIBLE</b>					
RMS simétricos máximos					
Corriente de fallo - A	200 000	200 000	200 000	200 000	200 000
Tamaño máximo del fusible - A	200	400	400	600	600
Clase de fusible	J, T	J, T	J, T	J, T	J, T
<b>PROTEGIDO CON DISYUNTOR (vea en la hoja separada los disyuntores específicos)</b>					
RMS simétricos máximos					
Corriente de fallo - A	14 000	25.000	25.000	35.000	35.000
Valor nominal continuo (máx.) del dispositivo protector - A	150	300	300	600	600

- Probado de conformidad con los requisitos de corriente disruptiva y de cierre de las normas UL 1008 y CSA
- Los valores nominales de corriente se listan para 480 VCA



### Dimensiones de la unidad

Amperes nominales del GTS	Voltaje	Alto del gabinete	Ancho del gabinete	Patrón de pernos para montaje en pared		Profundidad del gabinete		Peso (lb)
		H	W	M1	M2	D1	D2	
100	Todas	36	24	18	37.5	12.7	10	180
150-200	120/240	36	24	18	37.5	12.7	10	185
150-200	120/208	36	24	18	37.5	12.7	10	185
150-200	277/480	48*	30*	24	49.5	14.8	12	265
150-200	600	48*	30*	24	49.5	14.8	12	265
300-400	120/240	36	24	18	37.5	12.7	10	245
300-400	120/208	36	24	18	37.5	12.7	10	245
300-400	277/480	48*	30*	24	49.5	14.8	12	325
300-400	600	48*	30*	24	49.5	14.8	12	325

\* Nota: Solo en los gabinetes NEMA 1, la puerta se superpone con el gabinete; las dimensiones de la puerta son 48.8 alto x 30.8 ancho. Todas las dimensiones en pulgadas.

### Intervalos de tamaño de cable del terminal

AMPERES NOMINALES DEL GTS	TERMINALES DE CONTACTOR (1 TERMINAL POR POLO) INTERVALO DE TAMAÑO DE CABLE DEL TERMINAL	BARRA DE NEUTRO*		TERMINAL DE TIERRA (1 PROVISTO) INTERVALO DE TAMAÑO DE CABLE DEL TERMINAL
		CANT. TERMINALES	INTERVALO DE TAMAÑO DE CABLE DEL TERMINAL	
100	2/0 - AWG 14	4	2/0 - AWG 14	2/0 - AWG 14
150	400MCM - AWG 4	4	350MCM - AWG 6	350MCM - AWG 6
200	400MCM - AWG 4	4	350MCM - AWG 6	350MCM - AWG 6
300	600MCM - AWG 4 o 2 - [250MCM - AWG 1/0]	4	600MCM - AWG 4 [250MCM - AWG 1/0]**	350MCM - AWG 6 350MCM - AWG 6
400	600MCM - AWG 4 o 2 - [250MCM - AWG 1/0]	4	600MCM - AWG 4 [250MCM - AWG 1/0]**	350MCM - AWG 6

\* No incluido en el GTS con neutro conmutado. \*\* El intervalo de tamaño del cable permisible entre corchetes es para 2 cables por terminal.

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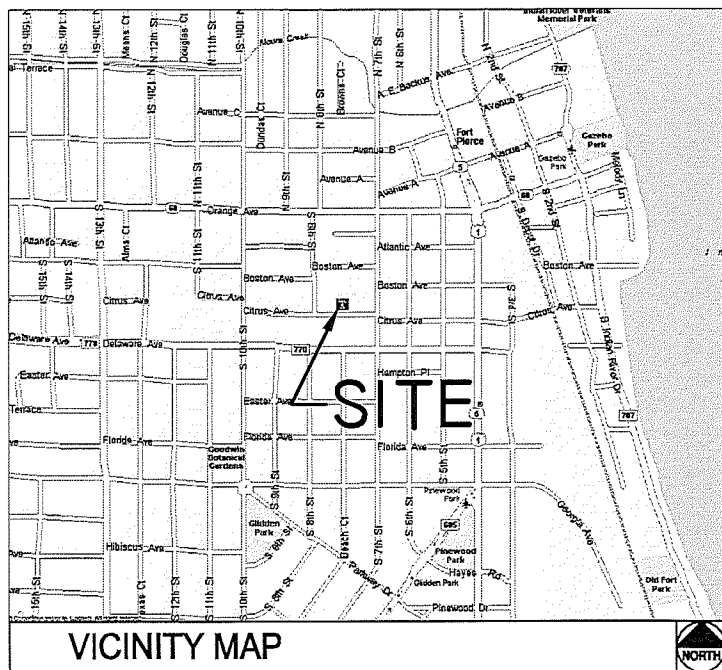
# T-Mobile

1300 CONCORD TERRACE, SUITE 200  
SUNRISE FL, 33323

## A2P0304M-SFL504-3\_504-CROWN CITRUS AVE (BU: 811285)

712 CITRUS AVE  
FT. PIERCE, FL 34950

LATITUDE 27°26'40.52"N, LONGITUDE 80°19'47.93"W



VICINITY MAP

**DRIVING DIRECTIONS**

FROM T-MOBILE OFFICE PROCEED NORTHWEST ON CONCORD TERRACE TOWARD SAWGRASS CORPORATE PKWY, TURN LEFT ONTO SAWGRASS CORPORATE PKWY, USE THE 2ND FROM THE RIGHT LANE TO TURN LEFT ONTO W SUNRISE BLVD, USE THE RIGHT 2 LANES TO MERGE ONTO FL-869 N VIA THE RAMP TO W PALM BEACH, MERGE ONTO FL-869 N, USE THE RIGHT 2 LANES TO TAKE EXIT 21A-B FOR FLORIDA'S TURNPIKE N, MERGE ONTO FL-91/FLORIDA'S TURNPIKE, TAKE EXIT 152 FOR FL-70 TOWARD FT PIERCE/OKEECHOBEE, TURN RIGHT ONTO FL-70/OKEECHOBEE RD (SIGNS FOR I-95/FT PIERCE) USE THE LEFT 2 LANES TO TURN SLIGHTLY LEFT ONTO OKEECHOBEE RD, OKEECHOBEE RD TURNS SLIGHTLY RIGHT AND BECOMES DELAWARE AVE, TURN LEFT ONTO S 10TH ST, TURN RIGHT ONTO CITRUS AVE, THE SITE WILL BE ON THE LEFT.

**PROJECT DESCRIPTION**

THIS IS AN APPLICATION FOR THE UPGRADE OF AN EXISTING WIRELESS FACILITY CONSISTING OF A NEW GENERATOR INSTALLATION.

**CODE COMPLIANCE**

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 6TH EDITION (2017) FLORIDA BUILDING CODE
- NATIONAL ELECTRIC CODE (NEC) WITH LOCAL AMENDMENTS LATEST ED.
- ANSI/ISA APPLICABLE STANDARDS
- LIFE SAFETY CODE NFPA-101-2018
- 6TH EDITION (2017) FLORIDA FIRE PREVENTION CODE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
- UNDERWRITERS LABORATORIES (U.L.) APPROVED ELECTRICAL PRODUCTS
- LOCAL BUILDING CODE
- CITY/COUNTY ORDINANCES
- NFPA 55 (2016) AND 70 (2017)

**APPLICANT/LESSEE**

MDCMC NAME: T-MOBILE  
PROJECT MANAGER: DENISE CORREA  
PHONE: (954) 604-9031

**PROPERTY INFORMATION**

OWNER: CROWN CASTLE INTERNATIONAL  
6420 CONGRESS AVE.  
SUITE 2000  
BOCA RATON, FL 33487

CONTACT: DEREK J. SMITH  
(717) 856-0045

HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

JURISDICTION: FT. PIERCE

**PROJECT INFORMATION**

EQUIPMENT LOCATION:  OUTDOOR  INDOOR

ANTENNA LOCATION:

- WATER TOWER
- SELF SUPPORT TOWER
- MONOPOLE
- ROOF TOP
- NEW TOWER
- OTHER

**PROJECT SUMMARY**

**CIVIL ENGINEER:**  
KIMLEY-HORN AND ASSOCIATES, INC.  
1920 WEKIVA WAY, SUITE 200  
WEST PALM BEACH, FL 33407  
(561) 845-0665

**STRUCTURAL ENGINEER:**  
N/A

**ELECTRICAL ENGINEER:**  
WAYPOINT ENGINEERING AND EQUIPMENT LLC  
RUSSELL C. MORRISON  
820 W. INDIANTOWN ROAD, SUITE 105  
JUPITER, FLORIDA 33458  
PH: 561-252-1220

**SURVEYOR:**  
N/A

**TOWER ENGINEER:**  
N/A

**PROJECT TEAM**

SHEET	DESCRIPTION	REV.
T-1	COVER SHEET	0
G-1	GENERAL NOTES	0
C-1	SITE PLAN & EQUIPMENT LAYOUT PLANS	0
C-2	CONSTRUCTION DETAILS	0
C-3	GENERATOR DETAILS	0
E-1	ELECTRICAL NOTES	0
E-2	ELECTRICAL PLAN	0
E-3	ELECTRICAL DETAILS	0

**SHEET INDEX**

ISSUED FOR: GENERATOR UPGRADE  
DATE: NOVEMBER 2018

**T-Mobile**  
1300 CONCORD TERRACE, SUITE 200  
SUNRISE FL, 33323

**PROJECT INFORMATION:**  
SFL504-3\_504-CROWN CITRUS AVE  
A2P0304M  
712 CITRUS AVE  
FT PIERCE, FL 34950  
ST. LUCIE COUNTY

**CURRENT ISSUE DATE:**  
NOVEMBER 2018

**ISSUED FOR:**  
GENERATOR UPGRADE

**REV. DATE DESCRIPTION:**

REV.	DATE	DESCRIPTION

**SEAL:**

**PLANS PREPARED BY:**  
**Kimley-Horn**  
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.  
1920 WEKIVA WAY, SUITE 200  
WEST PALM BEACH, FLORIDA 33411  
(561) 845-0665  
FBPE CA00000695

**PROVIDER:**

CHK.	APV.
GD	KKM

**LICENSURE:**

KEVIN K. MARAJH	PE 71455
MARIA VICTORIA MARTIN	PE 72397
ARNOLDO A. ARTILES	PE 70545

**SHEET TITLE:**  
COVER SHEET

**SHEET NUMBER:** T-1 **REVISION:**

**KHA Job #:**  
044290125

**STANDARD PROVISIONS**

**INTENT**

- A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE PERFORMED AND THE MATERIALS TO BE FURNISHED FOR THE CONSTRUCTION OF THE T-MOBILE SITE.
B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND COMPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED ON BOTH.
C. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS INDICATED IN THE DOCUMENTS.
D. THE PURPOSE OF THE SPECIFICATIONS IS TO SUPPLEMENT THE INTENT OF THE DRAWINGS AND TO DESIGNATE A PROCEDURE, TYPE OR QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
E. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK HOWEVER, NO CHANGES THAT ALTER THE CHARACTER INTENT OF THE DESIGN WILL BE MADE OR PERMITTED BY T-MOBILE, WITHOUT A CHANGE ORDER.

**CONFLICTS**

- A. THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR PERFORMING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY INADVERTENTLY OCCUR SHALL BE SUBMITTED TO THE T-MOBILE CONSTRUCTION PROJECT MANAGER (CPM) FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREA.
B. THE CONTRACTOR, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING ABOUT WHICH THE CONTRACTOR MIGHT NOT HAVE FULLY INFORMED HIMSELF PRIOR TO BIDDING.

**CONTRACTS AND WARRANTIES**

- A. EACH CONTRACTOR IS RESPONSIBLE FOR HELPING TO OBTAIN THE BUILDING PERMIT AT THE LOCAL JURISDICTION AS THE CONTRACTOR OF RECORD, AND PROVIDE SAID JURISDICTION WITH ALL PROOF REQUIRED TO OPERATE AS A CONTRACTOR IN THAT JURISDICTION.

**STORAGE**

- A. DO NOT USE THE EXISTING BUILDING SPACE FOR STORAGE OF TOOLS OR MATERIALS WITHOUT THE CONSTRUCTION PROJECT MANAGER AND/OR BUILDING OWNER APPROVAL.
B. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY LOCATION AND IN A MANNER THAT WILL NOT OBSTRUCT THE FLOW OF OTHER WORK. ANY EQUIPMENT OR MATERIAL STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE MANUFACTURER.

**PROTECTION**

- A. PROTECT FINISHED SURFACES, INCLUDING JAMBS AND HEADS OF OPENINGS USED AS PASSAGEWAYS THROUGH WHICH EQUIPMENT AND MATERIALS WILL PASS.
B. PROVIDE PROTECTION FOR EQUIPMENT ROOM SURFACES PRIOR TO ALLOWING EQUIPMENT OR MATERIALS TO BE MOVED OVER SUCH SURFACES.
C. MAINTAIN FINISHED SURFACES CLEAN, UNMARRED AND SUITABLY PROTECTED UNTIL JOB SITE IS ACCEPTED BY CPM.

**REPAIRS AND REPLACEMENTS**

- A. IN EVENT OF DAMAGE, THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS AND REPAIRS AND AT NO ADDITIONAL COST TO T-MOBILE AND/OR BUILDING OWNER.

**TEMPORARY FACILITIES**

- A. WATER: WATER IS NOT AVAILABLE TO THE CONTRACTORS ON SITE.
B. LIGHT AND POWER: LIGHT AND POWER ARE AVAILABLE ON SITE.
C. TELEPHONE: EACH CONTRACTOR TO PROVIDE HIS OWN TELEPHONE ACCESS IF REQUIRED.
D. IF PERMANENT POWER IS COMPLETED, ALL CONTRACTORS MAY USE THE SERVICE CONNECTION FOR PRODUCTION WORK ONLY, PROVIDED THAT ELECTRICAL CORDS AND CONNECTIONS ARE FURNISHED BY THE CONTRACTORS AND ARE DISCONNECTED AND PROPERLY STORED DURING NON-WORKING HOURS.

**CLEAN UP**

- A. THE CONTRACTORS SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK, AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING, INCLUDING ALL TOOLS, SCAFFOLDING AND SURPLUS MATERIALS, AND SHALL LEAVE THE WORK CLEAN AND READY FOR USE.
B. EXTERIOR: VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WATER MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
C. INTERIOR: VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
1. REMOVE ALL TRACES OF SPLASHED MATERIAL FROM ADJACENT SURFACES.
2. REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.
D. CONTRACTOR SHALL WASH AND WAX FLOOR PRIOR TO FINAL ACCEPTANCE. FLOOR WAX SHALL BE OF THE ANTI-STATIC TYPE.

**CHANGE ORDER PROCEDURE**

- A. CHANGE ORDER MAY BE INITIATED BY THE CPM, AND/OR THE CONTRACTOR. THE CONTRACTOR, UPON VERBAL REQUEST FROM THE CPM SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT TO THE CPM FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES TO THE SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT A WRITTEN CHANGE ORDER AS DESCRIBED AND APPROVED BY THE CPM, SHALL BECOME THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

**RELATED DOCUMENTS AND COORDINATION**

- A. GENERAL CARPENTRY, ELECTRICAL, AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

**SHOP DRAWINGS**

- A. CONTRACTORS TO SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS THROUGH THE GENERAL CONTRACTOR TO THE CPM, FOR REVIEW.
B. ALL SHOP DRAWINGS TO BE REVIEWED, CHECKED, CORRECTED, STAMPED AND SIGNED BY GENERAL CONTRACTOR PRIOR TO SUBMITTAL TO THE CPM.

**PRODUCTS AND SUBSTITUTIONS**

- A. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS, AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
B. ALL NECESSARY PRODUCT DATA AND CUT SHEETS SHALL PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS, AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY THE CPM, SUBMIT ACTUAL SAMPLES TO THE CPM FOR APPROVAL IN LIEU OF CUT SHEETS.

**COMPLIANCE**

- A. ALL MATERIALS, DESIGN, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES (SOME OF WHICH ARE LISTED BELOW), ORDINANCES, AND AUTHORITIES HAVING JURISDICTION OVER THE WORK. UPON THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE T-MOBILE WITH A CERTIFICATE OF OCCUPANCY (IF REQUIRED) AND OTHER LEGAL DOCUMENTS TO VERIFY SUCH COMPLIANCE. WHERE NO CODES EXIST, THE WORK SHALL CONFORM WITH THE 6TH EDITION (2017) FLORIDA BUILDING CODE, AND/OR THE SPECIFICATIONS HEREIN, WHICHEVER IS MORE STRINGENT, AND A DOCUMENT STATEMENT SHALL BE FURNISHED TO THIS EFFECT.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY COMPLIANCE WITH THE GOVERNING CODES AND TO NOTIFY THE CPM OF ANY DISCREPANCIES PRIOR TO PERFORMING WORK.

REFERENCE TO ANY STANDARD OR CODE OF PRACTICE IN THIS SPECIFICATION SHALL BE DEEMED TO MEAN THE EDITION CURRENT AT THE TIME OF AWARD OF THE CONTRACT. THE CONTRACTOR SHALL COMPLY WITH ALL ZONING AND SITE ACQUISITION SPECIAL STIPULATIONS AS OUTLINED IN THE JOB SPECIFICATIONS, OR AS DIRECTED BY THE CPM.

ANSI/TIA/EIA APPLICABLE STANDARDS
6TH EDITION (2017) FLORIDA BUILDING CODE
BUILDING OFFICIALS & CODE ADMINISTRATORS
NATIONAL ELECTRICAL CODE (NEC) WITH LOCAL AMENDMENTS
UNDERWRITERS LABORATORIES (U.L.) APPROVED ELECTRICAL PRODUCTS
AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
LIFE SAFETY CODE NFPA - 101-2018
FEDERAL AVIATION REGULATIONS
NFPA 55 (2016) AND 70 (2017)

**PERMITS AND LICENSES**

- A. THE SITE ACQUISITION SPECIALIST SHALL OBTAIN, AT HIS OWN EXPENSE, ALL REQUIRED LOCAL, STATE, AND/OR COUNTY CONSTRUCTION PERMITS AND LICENSES. COPIES OF ALL PERMITS SHALL BE SENT TO CPM. APPROVALS FROM RELEVANT PLANNING BOARDS, ENVIRONMENTAL BOARDS, AND/OR OTHER COMMITTEES WILL BE SUPPLIED BY OTHERS, BUT MUST BE CONFIRMED BY THE SITE ACQUISITION SPECIALIST PRIOR TO THE APPLICATION FOR CONSTRUCTION PERMITS.
FAA APPROVAL WILL BE SUPPLIED BY OTHERS, BUT MUST BE CONFIRMED BY THE CONTRACTOR WITH THE CPM PRIOR TO THE COMMENCEMENT OF WORK.
B. PRIOR TO COMMENCING THE WORK, THE CPM SHALL SCHEDULE AN ON-SITE MEETING WITH ALL MAJOR PARTIES TO THE PROJECT. THIS WOULD INCLUDE (THOUGH NOT LIMITED TO) THE DESIGNATED ELECTRICIAN, LOCAL TELEPHONE COMPANY, CARPENTRY FOREMAN (IF SUBCONTRACTED), A REPRESENTATIVE FROM THE LOCAL SPECIFIED WAREHOUSE AND CPM OR HIS DESIGNATED REPRESENTATIVE.

- C. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ENGINEER FOR RESOLUTION AND INSTRUCTION AND NO FURTHER WORK SHALL BE PERFORMED UNTIL DISCREPANCY IS CHECKED AND CORRECTED BY THE ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS OWN RISK AND EXPENSE.

- D. THE CONTRACTOR SHALL BE EQUIPPED WITH A MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A CELLULAR PHONE OR A PAGER.

- E. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL SITE SAFETY INCLUDING BUT NOT LIMITED TO PROTECTION OF ALL SITE PERSONNEL AND THE GENERAL PUBLIC DURING THE ENTIRE SITE CONSTRUCTION PERIOD. HE SHALL TAKE ALL REASONABLE PRECAUTIONS TO PLACE AND MAINTAIN BARRICADES, LAMPS, SIGNS, AND THE LIKE IN ACCORDANCE WITH OSHA SAFETY ACT AND ANSI OCCUPATIONAL GUIDELINES.

- F. PROVIDE DAILY UPDATES ON SITE PROGRESS, EITHER VERBAL OR WRITTEN TO CPM.

- G. COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.

- H. COORDINATION WITH PUBLIC UTILITY AUTHORITIES
THE CONTRACTOR SHALL COORDINATE WITH RELEVANT AUTHORITIES THE WORKS THEY ARE TO BE CARRIED OUT. HE SHALL CONDUCT HIS OPERATIONS SO AS TO NOT INTERFERE WITH THE OPERATIONS OF PUBLIC AND/OR PRIVATE UTILITY AUTHORITIES, INSTALLING SERVICES ON THE SITE.

THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROTECTION OF SUCH FACILITIES AND STRUCTURES DURING CONSTRUCTION OF THIS SITE.

**INSPECTIONS**

THE CONTRACTOR SHALL NOTIFY THE CPM AT LEAST 24 HOURS IN ADVANCE OF REQUIRED INSPECTIONS. INSPECTIONS THAT WILL BE REQUIRED BY THE CPM OR OTHER DESIGNATED T-MOBILE REPRESENTATIVE ARE:

- 1. INSPECTION OF GROUNDING SYSTEM
2. PRACTICAL COMPLETION

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT ALL RELEVANT AUTHORITY INSPECTIONS ARE CARRIED OUT IN A TIMELY MANNER. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION OF ALL INSPECTIONS.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH T-MOBILE'S DESIGNATED ENGINEERING FIRM TO OBTAIN ALL REQUIRED INSPECTIONS AND TESTING. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION OF ALL INSPECTIONS.

**ENVIRONMENTAL PROTECTION**

NOISE LEVEL: THE CONTRACTOR SHALL ENSURE THAT STATE AND LOCAL REGULATIONS ARE COMPLIED WITH IN REGARD TO NOISE LEVELS PRODUCED BY HIS OR HIS SUB-CONTRACTOR'S EQUIPMENT OR METHODS OF CONSTRUCTION.

DUST CONTROL: THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO LIMIT THE CREATION OF ANY DUST NUISANCE THAT MIGHT ARISE DURING CONSTRUCTION TO THE SATISFACTION OF THE LOCAL AUTHORITIES AND THE BUILDING OWNER. THE CPM MAY DIRECT THAT WORK CEASE UNTIL SUCH TIME AS ANY PARTICULAR DUST NUISANCE IS CONTROLLED TO THE SATISFACTION OF THE CPM, LOCAL AUTHORITIES, AND BUILDING OWNERS.

**REINSTATEMENT**

ANY PAVEMENT, FOOTPATH, CURB, GUTTERS, WALLS, FLOORS, SERVICES, AND EXISTING FEATURES OR OTHER PROPERTIES, DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REINSTATED TO A CONDITION AT LEAST EQUAL TO THAT EXISTING BEFORE COMMENCEMENT OF OPERATIONS.

**AS-BUILTS DRAWINGS**

THE CONTRACTOR SHALL PREPARE A RED LINED SET OF AS-BUILT DRAWINGS. THE FORM OF MARKED UP CONSTRUCTION PLANS SHALL BE STANDARD ACCEPTABLE TO THE T-MOBILE. SUCH DRAWINGS SHALL BE SUBMITTED TO T-MOBILE WITHIN TWO WEEKS FROM PRACTICAL COMPLETION AND PRIOR TO APPROVAL OF THE CONTRACTOR'S FINAL INVOICE.

**PRACTICAL COMPLETION**

THE FOLLOWING DOCUMENTATION SHALL BE PROVIDED TO T-MOBILE WIRELESS PRIOR TO THE DATE OF PRACTICAL COMPLETION:

- 1. ALL QUALITY ASSURANCE CHECKLISTS AS OUTLINED IN THE PREVIOUS SECTIONS
2. WARRANTIES AND MAINTENANCE MANUALS, IF APPLICABLE
3. GROUND SYSTEM RESISTANCE TEST
4. CERTIFICATE OF OCCUPANCY

**INSURANCE AND BONDS**

- A. EACH CONTRACTOR SHALL AT HIS OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT COMMENCE WITH HIS WORK UNTIL HE HAS PRESENTED A CERTIFICATE OF INSURANCE STATING ALL COVERAGES TO THE GENERAL CONTRACTOR WHO SHALL, IN TURN, FORWARD A COPY OF ALL CERTIFICATES TO THE CPM.



1300 CONCORD TERRACE, SUITE 200
SUNRISE FL, 33323

**PROJECT INFORMATION:**

SFL504-3\_504-CROWN CITRUS AVE
A2P0304M
712 CITRUS AVE
FT PIERCE, FL 34950
ST. LUCIE COUNTY

**CURRENT ISSUE DATE:**

NOVEMBER 2018

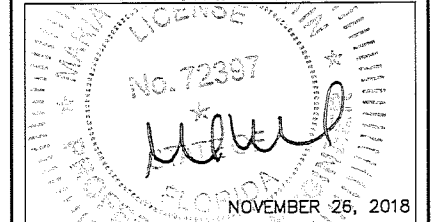
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**REV. DATE DESCRIPTION:**

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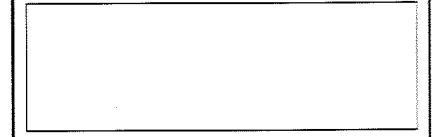


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**PROVIDER:**



**DRAWN BY: CHK. APV.**

GD KKM KKM

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ARNOLDO A. ARTILES PE 70645

**SHEET TITLE:**

GENERAL NOTES

**SHEET NUMBER: REVISION:**

G-1

**KHA Job #:**

044290125

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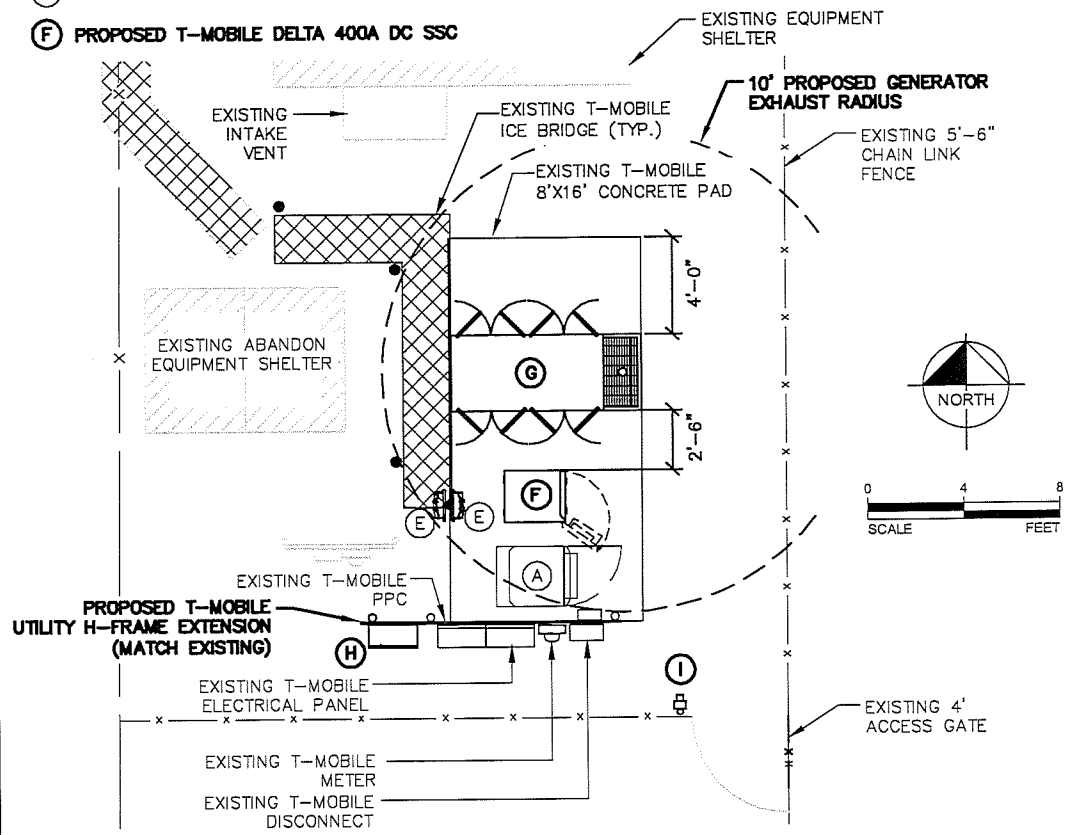
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### EXISTING T-MOBILE EQUIPMENT LAYOUT PLAN

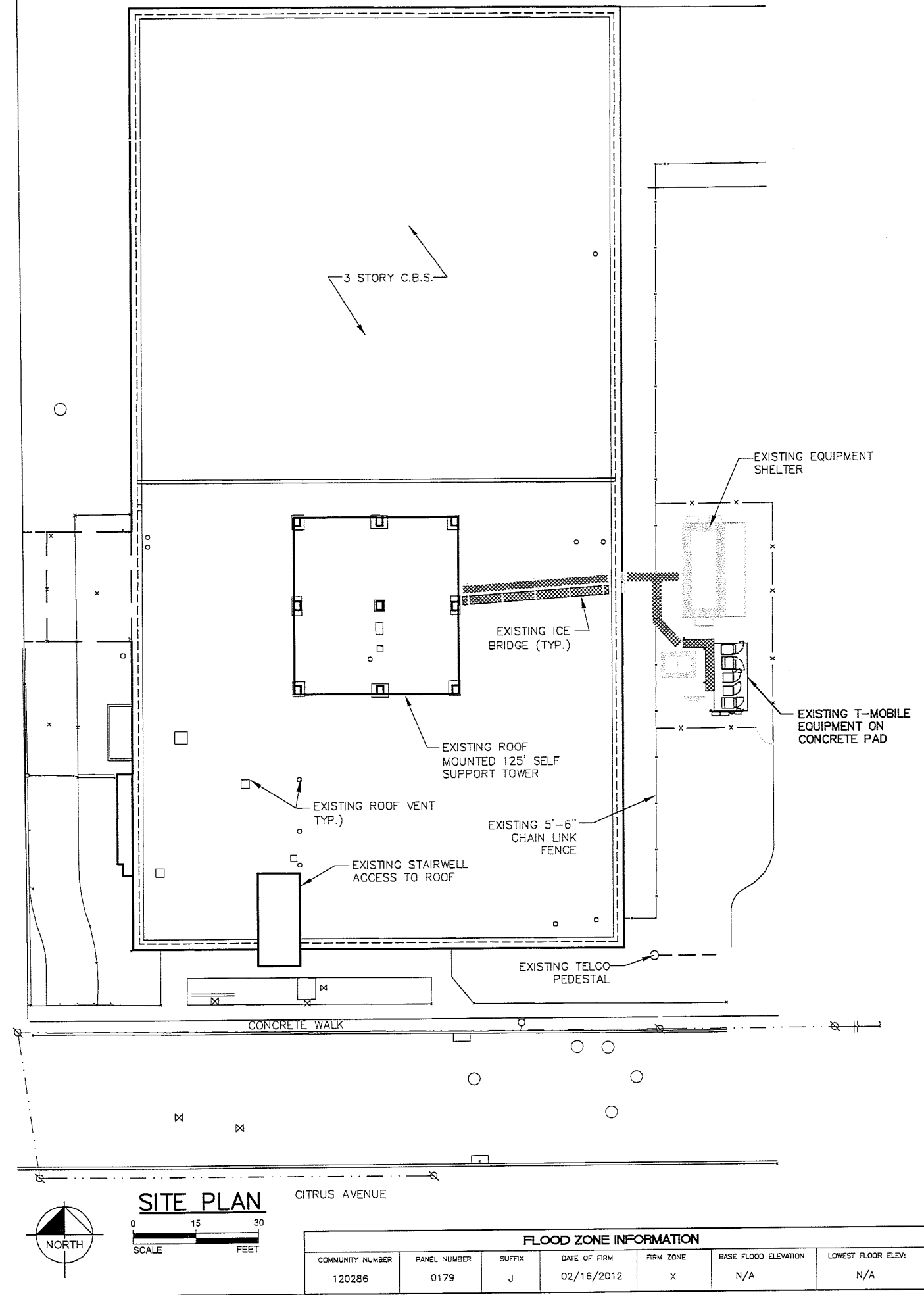
#### LEGEND

- (A) EXISTING T-MOBILE FCOA CABINET
- (B) EXISTING T-MOBILE SSC (SMALL) TO BE REMOVED
- (C) EXISTING T-MOBILE RADIO CABINET TO BE REMOVED
- (D) EXISTING T-MOBILE RBA 72 BATTERY CABINET TO BE REMOVED
- (E) EXISTING T-MOBILE COVP
- (F) PROPOSED T-MOBILE DELTA 400A DC SSC
- (G) PROPOSED T-MOBILE 25KW DIESEL GENERATOR W/ 211 GAL TANK ON A EXISTING 8'X16' CONCRETE PAD
- (H) PROPOSED T-MOBILE GENERATOR ATS
- (I) PROPOSED T-MOBILE GENERATOR SHUT OFF SWITCH ON POST

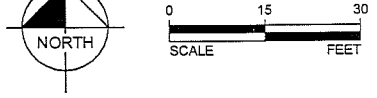


### PROPOSED T-MOBILE EQUIPMENT LAYOUT PLAN

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### SITE PLAN



FLOOD ZONE INFORMATION							
COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION	LOWEST FLOOR ELEV:	
120286	0179	J	02/16/2012	X	N/A	N/A	



1300 CONCORD TERRACE, SUITE 200  
SUNRISE FL, 33323

#### PROJECT INFORMATION:

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 ST. LUCIE COUNTY

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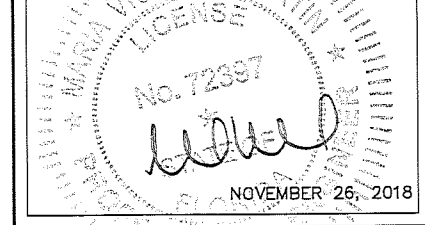
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#### REV.: DATE: DESCRIPTION:

REV.	DATE	DESCRIPTION

#### SEAL:



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#### PROVIDER:

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GD	KKM

#### LICENSURE:

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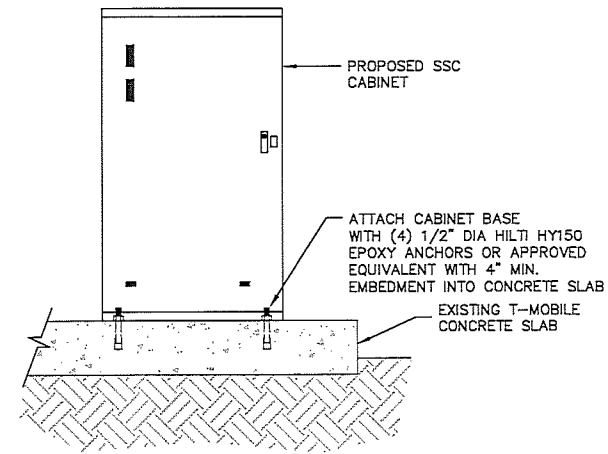
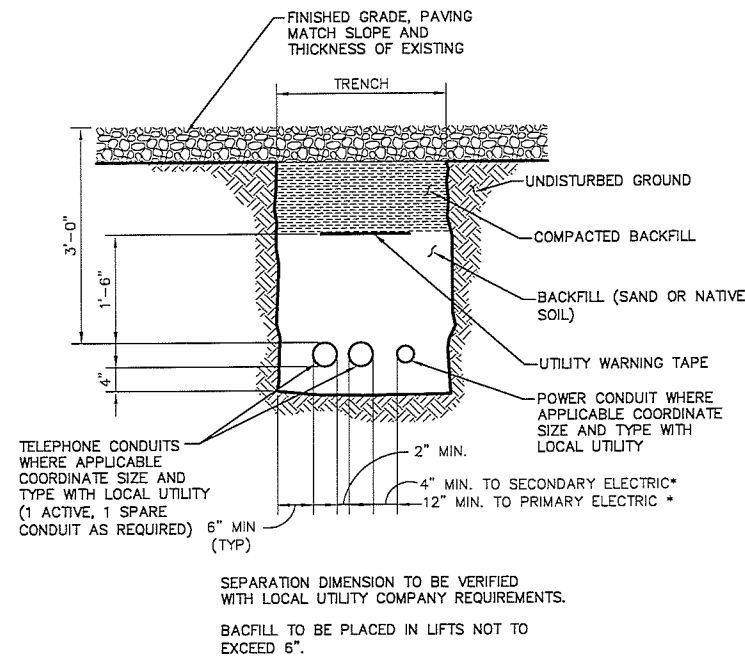
SITE PLAN & T-MOBILE EQUIPMENT LAYOUT

#### SHEET NUMBER: REVISION:

**C-1**

#### KHA Job #:

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**CABINET ANCHOR BOLTS DETAIL**  
NOT TO SCALE

**JOINT SERVICE TRENCH BURIED CONDUIT ELEC/TELE**  
NOT TO SCALE

Drawing name: K:\WPB\_CMA\CELL\_SITES\Crown\Crown T-Mobile Generator Upgrade - 2018\2P0304M - 811285\CAD\2P0304M - Cover-CHK.dwg C-2 Nov 27, 2018 1:40pm by: Larry Flowers

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FT PIERCE, FL 34950  
ST. LUCIE COUNTY

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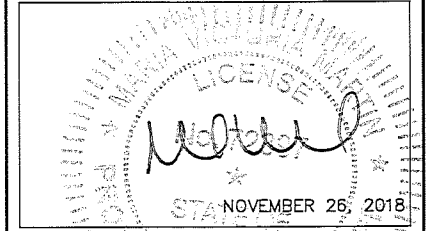
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GENERATOR UPGRADE

REV. DATE DESCRIPTION:

REV.	DATE	DESCRIPTION

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SHEET TITLE:

CONSTRUCTION DETAILS

SHEET NUMBER: REVISION:

**C-2**

KHA Job #:

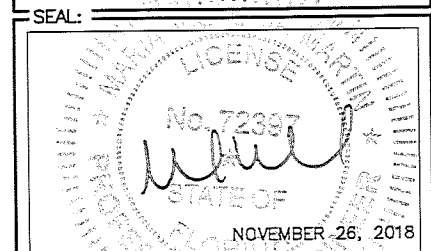
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PROJECT INFORMATION:  
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A2P0304M  
712 CITRUS AVE  
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ST. LUCIE COUNTY

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SHEET TITLE:  
GENERATOR DETAILS

SHEET NUMBER: REVISION:

**C-3**

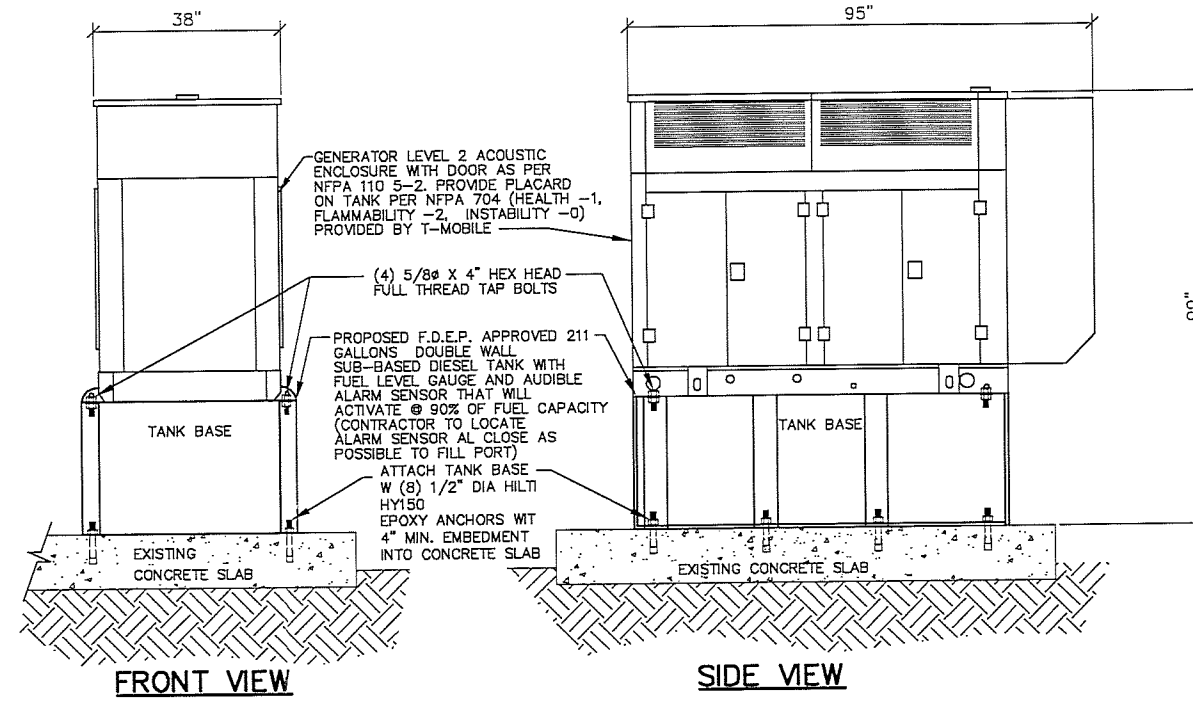
KHA Job #:  
044290125

**EMERGENCY PUSH BUTTON NOTE**

1. PROPOSED EMERGENCY STOP BUTTON MAINTAINED 50MM RED MUSHROOM PUSH BUTTON, EMERGENCY STOP ENGRAVED, BLACK BEZEL, WITH ONE N.C. CONTACT MODEL E22JLB2N88 BY EATON OR APPROVED EQUAL IN NEMA 3R HOUSING W/P600 CONTACT RATING DESIGNATION TO BREAK IGNITION POWER OF EMERGENCY GENERATOR (VERIFY CONTACT RATING AND EXACT WIRING WITH GEN. MANUF.) SUPPLY AND INSTALL ENGRAVED PLAQUE STATING "T-MOBILE EMERGENCY STOP"
2. CONSTRUCTION INSTALLATION MAINTENANCE AND OPERATIONAL TESTING OF EPSS SHALL COMPLY THE LATEST ADOPTED EDITION OF NFPA 110.
3. ALL ELECTRICAL WORK SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF NFPA 70 NATIONAL ELECTRICAL CODE

**NOTE**

1. CONTRACTOR SHALL EQUIPPED TANK WITH A 5 GAL. SPILL CONTAINMENT AT FILL PORT TO PREVENT SPILL OF FUEL DURING FILLING OPERATIONS
2. FUEL TANK SHALL BE PROVIDED WITH LEAK GAUGE FOR LEAK DETECTION IN THE INTERSTITIAL SPACE OF THE DOUBLE WALL FUEL TANK, GAUGE TO BE AN AT-A-GLANCE LEAK GAUGE BY "KRUEGER SENTRY GAUGE" OR APPROVED EQUAL
3. ALL FUEL STORAGE EQUIPMENT AND ACCESSORIES TO BE F.D.E.P. PRODUCT APPROVED
4. ABOVE GROUND DOUBLE-WALLED FUEL STORAGE WITH ABOVE GROUND PIPING INSTALLATION APPLICATION FOR EMERGENCY GENERATOR ONLY
5. CONTRACTOR SHALL PROVIDE A NON-SMOKING SIGN ON GENERATOR METAL ENCLOSURE.
6. THIS UNIT IS NOT SUBJECT TO VEHICULAR TRAFFIC.
7. GENERATOR IS CLASS 36, LEVEL 2, TYPE 60 PER THE REQUIREMENTS OF NFPA 110.
8. TANK TO BE LABELED IN 4" LETTERS WITH THE FUEL TYPE AND QUANTITY.

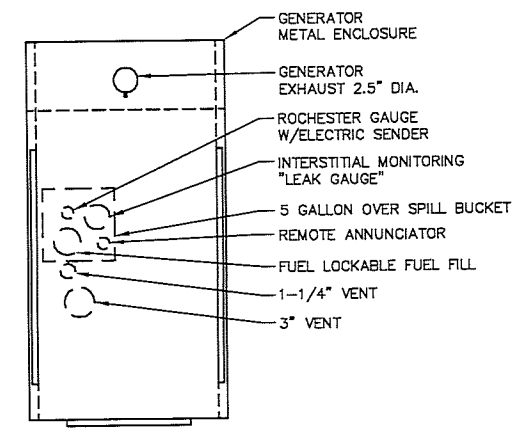


**GENERATOR DETAIL**  
N.T.S.

**STORAGE TANK INFORMATION**

TANK NO.	TANK CAPACITY (GALLONS)	MANUFACTURER FDEP EQ#	PRODUCT STORED	OVERFILL EQUIPED	TYPE OF OVERFILL	TYPE OF INTERSTICE	PIPING CONSTRUCTION	STEEL VENT RISER HT.
1	211 GAL.	GENERAC 25KW GEN. W/ 211 GAL UL#142 DOUBLE WALL TANK	DIESEL FUEL	YES	LOCKABLE 5 GAL. FUEL CONTAINMENT	VISUAL	STEEL	3"

NOTE: THERE ARE NO DOORS OR WINDOWS WITHIN THE 10' EXHAUST BUFFER.



**STORAGE TANK PIPING LAYOUT**  
N.T.S.

Drawing name: K:\WPB\_CIV\CELL STES\Crown\044290125 - Crown T-Mobile Generator Upgrade - 2018\WPB\_CIV\CELL STES\Crown\044290125 - Crown T-Mobile Generator Upgrade - 2018\WPB\_CIV\044290125 - 011285\CAD\044290125.dwg Cover-CHK.dwg C-3 Nov 26, 2018 11:49pm by: rmcawena

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**ELECTRICAL SYSTEM NOTES**

1. GENERAL
  - A. THE CONTRACTOR SHALL PROVIDE ALL MATERIAL AND LABOR FOR A COMPLETE ELECTRICAL SYSTEM AS INDICATED ON THE DRAWINGS. ITEMS NOT SHOWN BUT OBVIOUSLY NECESSARY FOR A COMPLETE SYSTEM SHALL BE INCLUDED.
  - B. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS.
  - C. ALL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE AND THE LOCAL BUILDING CODES. ALL COMPONENTS SHALL BE U.L. APPROVED.
  - D. THE CONTRACTOR SHALL BEFORE SUBMITTING HIS BID, VISIT THE SITE OF THE PROJECT AND BECOME FAMILIAR WITH THE CONDITIONS. NO ALLOWANCE WILL BE MADE FOR EXISTING CONDITIONS OR FAILURE OF THE CONTRACTOR TO OBSERVE THEM.
  - E. EXACT LOCATION OF ALL EQUIPMENT SHALL BE COORDINATED WITH WIRELESS CARRIER, THE BUILDING OWNER AND OTHER TRADES.
  - F. WHERE EQUIPMENT IS SPECIFIED BY MANUFACTURER AND TYPE, SUBSTITUTION SHALL ONLY BE MADE WITH THE APPROVAL OF THE ENGINEER. THE CONTRACTOR SHALL SUBMIT DETAILS OF PROPOSED MATERIALS, REASON FOR CHANGE AND CHANGE IN CONTRACT AMOUNT.
2. SCOPE OF WORK
  - A. THE CONTRACTOR SHALL PROVIDE ALL ELECTRICAL WIRING AND EQUIPMENT UNLESS OTHERWISE INDICATED. MAIN COMPONENTS ARE AS FOLLOWS:
    1. PROVIDE ELECTRICAL SERVICE AS INDICATED ON THE DRAWINGS.
    2. PROVIDE SERVICE EQUIPMENT MOUNTED AS DIRECTED BY CARRIER AND AS INDICATED ON THE DRAWINGS.

3. PROVIDE TELEPHONE CONDUIT WITH PULL WIRE AND CABLE AS INDICATED ON DRAWINGS.
  4. COORDINATE ELECTRICAL SERVICE WITH POWER CO. CONTACT REPRESENTATIVE & OBTAIN FAULT CURRENT LETTER PRIOR TO CONSTRUCTION. CONTRACTOR SHALL MAKE ADJUSTMENTS TO CIRCUIT BREAKERS TO MEET FAULT CURRENT WHEN NOT USING CURRENT LIMITING FUSES.
  5. COORDINATE TELEPHONE SERVICE WITH THE TELEPHONE CO. CONTACT REPRESENTATIVE PRIOR TO CONSTRUCTION.
  6. INSTALL WIRE AND CONDUIT AS INDICATED. PROVIDE CABLE SUPPORTS AS INDICATED.
  7. PROVIDE GROUNDING AND LIGHTNING PROTECTION SYSTEM AS INDICATED.
  8. RESTORE ALL AREAS TO ORIGINAL CONDITION AFTER INSTALLATION OF CONDUIT.
  9. CONTRACTOR SHALL CLEARLY LABEL DISCONNECTS AND OTHER RELATED GEAR.
  10. AT TIME OF PLAN PERMITTING, CONTRACTOR SHALL APPLY FOR A THIRTY (30) DAY TEMPORARY POWER PERMIT FOR TESTING PURPOSES.
3. CONDUIT
    - A. CONDUIT SIZES AS SHOWN ON THE DRAWINGS ARE A MINIMUM. THE CONTRACTOR MAY INCREASE AS REQUIRED FOR EASE OF PULLING.
    - B. CONDUIT TYPES SHALL BE AS FOLLOWS UNLESS OTHERWISE INDICATED:
      1. ALL ABOVE GRADE CONDUIT SHALL BE RIGID GALVANIZED STEEL.
      2. ALL CONDUIT BELOW GRADE SHALL BE SCHEDULE 40 PVC.
      3. CONCEALED CONDUIT IN WALLS OR ABOVE CEILING SHALL BE EMT.
    - C. ALL EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL. NYLON INSULATED BUSHINGS SHALL BE USED ON ALL CONDUIT TERMINATIONS.
  4. CONDUCTORS
    - A. CONDUCTORS SHALL BE STRANDED COPPER TYPE THWN WITH 75 DEGREE C RISE INSULATION.
    - B. ALL RACEWAYS REQUIRE GROUNDING CONDUCTORS. BONDING CONDUCTORS THROUGH THE RACEWAY SYSTEM SHALL BE CONTINUOUS FROM MAIN SWITCH GROUND BUSES TO PANEL GROUND BARS, AND FROM PANEL GROUNDING BARS TO BRANCH CIRCUIT OUTLETS, MOTORS, LIGHTS, ETC. THESE GROUND CONDUCTORS ARE REQUIRED THROUGHOUT THE PROJECT REGARDLESS OF WHETHER CONDUIT RUNS SHOW GROUND CONDUCTORS ON THE DRAWINGS.
    - C. COORDINATE WITH ENCLOSURE SUPPLIER TO INSTALL TELCO GROUND BARS BELOW THE TELCO BOARD. CONNECT TO MAIN GROUNDING SYSTEM.
  5. CONDUIT TYPES
    - A. INTERIOR ENCL. SHALL BE NEMA 1. EXTERIOR ENCL. SHALL BE NEMA 3R.
  6. GROUNDING
    - A. PROVIDE GROUND SYSTEM AS INDICATED ON THE DRAWINGS AND AS REQUIRED BY THE NATIONAL ELECTRIC CODE AND RADIO EQUIPMENT MANUFACTURER.
    - B. ALL RACEWAYS REQUIRE GROUNDING CONDUCTORS. BONDING CONDUCTORS THROUGH THE RACEWAY SYSTEM SHALL BE CONTINUOUS FROM MAIN SWITCH GROUND BUSES TO PANEL GROUND BARS, AND FROM PANEL GROUNDING BARS TO BRANCH CIRCUIT OUTLETS, MOTORS, LIGHTS, ETC. THESE GROUND CONDUCTORS ARE REQUIRED THROUGHOUT THE PROJECT REGARDLESS OF WHETHER CONDUIT RUNS SHOW GROUND CONDUCTORS ON THE DRAWINGS.
    - C. COORDINATE WITH ENCLOSURE SUPPLIER TO INSTALL TELCO GROUND BARS BELOW THE TELCO BOARD. CONNECT TO MAIN GROUNDING SYSTEM.

**GROUNDING PROTECTION SYSTEM NOTES**

1. PROVIDE "CABLE ENTRANCE GROUND BAR" (CEGB), 3" H X 6" L X 1/4" D. MOUNT AT TELCO CABINET. COORD. INSTALLATION WITH CPM.
2. PROVIDE A GROUND RING BURIED A MINIMUM OF 18" BELOW GRADE. THE GROUND RING SHALL BE INSTALLED A MINIMUM OF 2'-0" AWAY FROM THE FOUNDATION UNLESS SHOWN ON DRAWING.
3. BOND FENCE POST TO GROUND RING USING AN EXOTHERMIC WELD. BOND FENCE GATE TO POST WITH A FLEXIBLE COPPER JUMPER STRAP MECHANICALLY OR EXOTHERMICALLY. TYPICAL FOR ALL FENCE PLANES WITHIN 12 FEET OF TOWER FOUNDATION. FOR FENCE PLANES BEYOND 12', EXTEND 1/2" TO EACH FENCE PLANE TO ANY PLANES WITHIN 50'.
4. BOND DISCONNECT SWITCH, METER, TELEPHONE CABINET AND SERVICE CONDUITS TO BURIED GROUND RING AS THEY CROSS.
5. EACH LEG OF THE WAVEGUIDE STRUCTURE SHALL BE INDIVIDUALLY BONDED TO THE BURIED GND RING. EXOTHERMICALLY WELD CONNECTIONS AT POST FOR WAVEGUIDE STRUCTURE AND BURIED GND RING. PLACE 5/8"x10" COPPERCLAD GND ROD AT 10' INTERVALS ALONG WAVEGUIDE PATH.
6. BOND REBAR IN CONCRETE FOR COMMUNICATION STRUCTURE AND EQUIPMENT PAD TO BURIED GROUND RING. EXOTHERMICALLY WELD A #2 TINNED SOLID COPPER CONDUCTOR TO THE REBAR AND CONNECT TO THE BURIED GROUND RING.
7. PROVIDE INSPECTION SLEEVE AT MAIN SERVICE GROUNDS. EXOTHERMIC CONNECTIONS.
8. PROVIDE BONDING CONDUCTOR(S) FROM THE BURIED GROUND RING TO THE ANTENNA CABLE BUS BAR AT POINT JUST INSIDE OF THE COMMUNICATION STRUCTURE EXIT. VERIFY EXACT LOCATION OF COPPER BUS BAR FOR PROPER CONDUCTOR LENGTH. FINAL EXOTHERMIC WELDS TO COPPER BUS BAR BY THE ANTENNA CABLE INSTALLER.
9. EXOTHERMICALLY WELD BONDING CONDUCTOR TO COMMUNICATION STRUCTURE LEG AT 1'-0" ABOVE PAD AND BOND TO BURIED GROUND RING. PROVIDE A 3/4" PVC SLEEVE WITH A GRADUAL BEND IN THE CONCRETE FOUNDATION.
10. 5/8"x10'-0" LONG COPPER CLAD GND ROD AS SHOWN ON PLAN (NON-LINEAR). TYPICAL FOR ALL GROUND RODS SHOWN. USE STAINLESS STEEL HARDWARE WHERE APPLICABLE.
11. ELECTRICAL CONTRACTOR SHALL TAKE MEGGER READINGS OF GROUND. THE RESULTS SHALL NOT BE GREATER THAN 5 OHMS.
12. ALL CONNECTIONS TO GROUND SYSTEM SHALL BE MADE IN LINE WITH BENDS NOMINAL 12" RADIUS IN THE DIRECTION OF CURRENT FLOW. T-CONNECTIONS WILL NOT BE ALLOWED.
13. ALL BENDS IN GROUND WIRES SHALL BE NOMINAL 12" RADIUS.
14. ANTENNA CABLES SHALL BE BONDED AT EACH END. RUNS GREATER THAN 150' SHALL BE BONDED TOWARDS MIDDLE OF LENGTH. COORDINATE LOCATION WITH WIRELESS CARRIER'S PROJECT MANAGER.
15. WHEN APPLICABLE, CONTRACTOR SHALL BOND FRAMES TO EACH OTHER AND TO GND RING VIA TWO PATHS. COORDINATE WITH WIRELESS CARRIER PROJECT MANAGER.
16. CONTRACTOR CAN PROVIDE ONE OF THE FOLLOWING AS DIRECTED BY THE PROJECT MANAGER. THE SECOND OPTION IS PREFERRED.
  - A. CADWELD EACH CABINET GROUND WIRE TO GROUND RING AS SHOWN IN EQUIPMENT GROUND DETAIL.
  - B. CADWELD EACH WIRE TO A 1/4"x4"x24" MIN. COPPER BUS BAR LOCATED BEHIND RADIO CABINET. EXTEND A #2 WIRE FROM EACH END OF COPPER BUS BAR TO GROUND RING.
17. PROVIDED BRAIDED BONDING JUMPERS BETWEEN EACH GATE AND POST (OPTIONAL).
19. CONTRACTOR SHALL PROVIDE EXOTHERMIC BONDING AT ALL BURIED GROUND RING CONNECTIONS, STRUCTURAL EQUIPMENT FRAME, SERVICE RACK(S), EXISTING TOWER GROUND RINGS, AND AS INSTRUCTED BY METROPCS CPM.
20. CONTRACTOR SHALL PROVIDE MECHANICAL BONDING AT ALL ANTENNA SECTOR GROUND BARS, ALL ELECTRICAL EQUIPMENT DISCONNECTS, TRANSFORMERS, J-BOXES, PANEL-BOARDS, CABINETS, AND MAIN GROUND BAR AS DIRECTED BY METROPCS CPM. ALL MECHANICAL CONNECTIONS SHALL BE PROPERLY TERMINATED W/ LUGS, NUTS & BOLTS.
21. CONTRACTOR SHALL COAT WITH NOX-OX ALL POINTS OF CONTACT BETWEEN DISSIMILAR METALS.

**ABBREVIATIONS**

ANT	ANTENNA
AWG	AMERICAN WIRE GAUGE
BCW	BARE COPPER WIRE
RWY	RACEWAY
TYP.	TYPICAL
RGS	RIGID GALVANIZED STEEL
EMT	ELECTRICAL METALLIC TUBING
DWG	DRAWING
LPS.	LIGHTNING PROTECTION SYSTEM
S.S.	STAINLESS STEEL
PNL.	PANEL
CLF.	CURRENT LIMITING FUSE
CPM	CONST. PROJ. MANAGER

**SYMBOLS**

▼	CADWELD TYPE CONNECTION
⊙	5/8" X10'-0" COPPERCLAD GRND. ROD W/INSP. SLEEVE
⊙	5/8" X10'-0" COPPERCLAD GRND. ROD
■	MECHANICAL TYPE CONNECTION
---	#2 TINNED SOLID BARE CU WIRE
---	UNDER GROUND TELCO CONDUIT
---	UNDER GROUND ELECTRIC CONDUIT
⊕	CONDUIT TAG 1; REFER TO RISER
M-1.3	CONDUIT TAG 1; PANEL SCHEDULE
⊕	GENERATOR RECEPTACLE



**WAYPOINT**

ENGINEERING AND EQUIPMENT LLC  
820 W. INDIANTOWN ROAD, SUITE 105  
JUPITER, FLORIDA 33458  
PHONE: 561-252-1220  
FLORIDA CA #29673  
RUSSELL C. MORRISON, P.E., #51567  
CHARLES G. NERO, P.E., #51540

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**ELECTRICAL SYSTEM NOTES**

**T-Mobile**

1300 CONCORD TERRACE, SUITE 200  
SUNRISE FL, 33323

**PROJECT INFORMATION:**

SFL504-3\_504-CROWN CITRUS AVE  
A2P0304M  
712 CITRUS AVE  
FT PIERCE, FL 34950  
ST. LUCIE COUNTY

**CURRENT ISSUE DATE:**

OCTOBER 2018

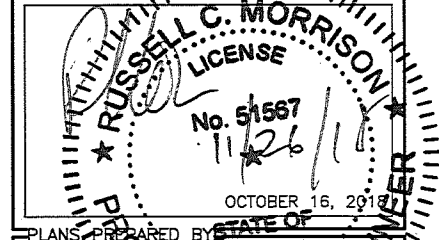
**ISSUED FOR:**

GENERATOR UPGRADE

**REV. DATE DESCRIPTION:**

REV.	DATE	DESCRIPTION

**SEAL:**



**PLANS PREPARED BY:**

**Kinley-Horn**  
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.  
1920 WEKIVA WAY, SUITE 200  
WEST PALM BEACH, FLORIDA 33411  
(561) 845-0665  
FBPE CA00000696

**PROVIDER:**

--	--	--

**DRAWN BY: CHK. APV.:**

GD	KKM	KKM
----	-----	-----

**LICENSURE:**

KEVIN K. MARAJH	FE 71455
MARIA VICTORIA MARTIN	FE 72357
ARNOLDO A. ARTILES	FE 70645

**SHEET TITLE:**

ELECTRICAL NOTES

**SHEET NUMBER: REVISION:**

E-1

**KHA Job #:**

044290125



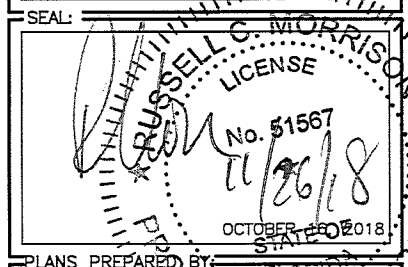
1300 CONCORD TERRACE, SUITE 200  
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PROJECT INFORMATION:  
SFL504-3\_504-CROWN CITRUS AVE  
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(561) 845-0665  
FBPE CA00000696

PROVIDER:

DRAWN BY: CHK. APV.:  
GD KKM KKM

LICENSURE:  
KEVIN K. MARAJH PE 71455  
MARIA VICTORIA MARTIN PE 72397  
ARNOLDO A. ARTILES PE 70645

SHEET TITLE:  
ELECTRICAL PLAN

SHEET NUMBER: E-2 REVISION:

KHA Job #: 044290125

EXISTING T-MOBILE PANEL

WIRE SIZE	COND SIZE	BUS AMPS		LOAD	POLES	AMPS	BUS		AMPS	POLES	LOAD	BUS AMPS		WIRE SIZE	COND SIZE
		L1	L2				L1	L2				L1	L2		
		0	0	SURGE ARRESTOR	2	30	1	2	15	1	POWER GF	1			
							3	4	20	1	TELCO GF		1		
5#12	3/4"	1		GENERATOR BLOCK HEATER	1	20	5	6	15	2	SPARE	0	0		
				GENERATOR BATT. CHARGER	1	20	7	8							
2#3/0	2"	150	150	PROPOSED SSC SUB FEED LUG/BREAKER (*)	4	200	11	12	20	1	RACK LIGHT	1			
							13	14	15	1	TELCO FAN		1		
							15	16							
							17	18							
							19	20							
							21	22							
							23	24							

RATED VOLTAGE:  120/240  1 PHASE, 3 WIRE BRANCH POLES:  12  24  30  42 APPROVED MFR'S.

RATED AMPS:  125  200  400 CABINET:  SURFACE  FLUSH NEMA  1  3R  4X

MAIN LUGS ONLY  MAIN 200 AMPS BREAKER  FUSED SWITCH  HINGED DOOR  KEYPED DOOR LATCH

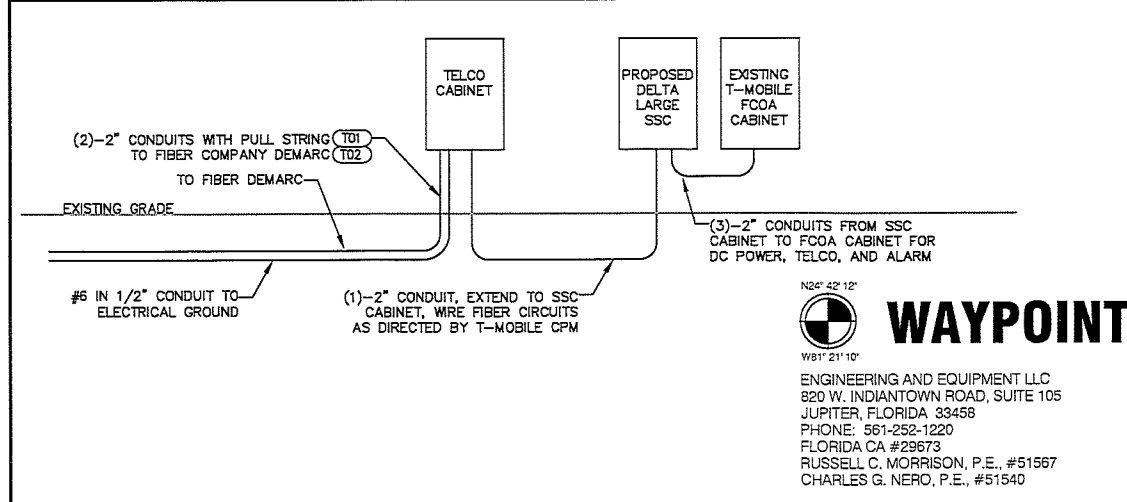
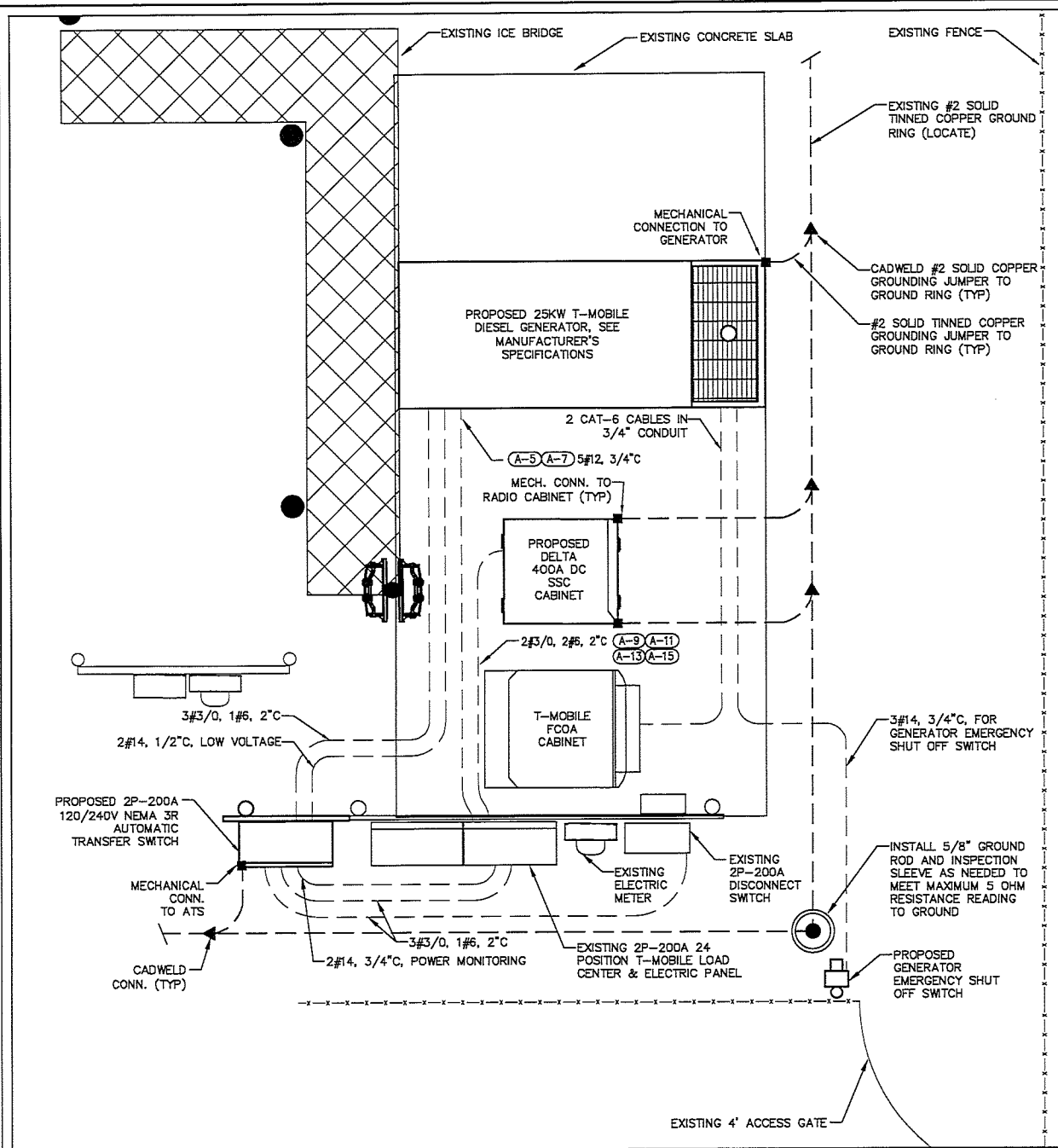
FUSED  CIRCUIT BREAKER BRANCH DEVICES  TO BE GFCI BREAKERS  FULL NEUTRAL BUS  GROUND BUS

ALL BREAKERS MUST BE RATED TO INTERRUPT A SHORT CIRCUIT ISC OF 10,000 AMPS SYMMETRICAL.

(\*) SQUARE D #00 150-200A CIRCUIT BREAKER OR #00 225A SUB FEED LUG, SEE MANUFACTURER'S SPECIFICATIONS

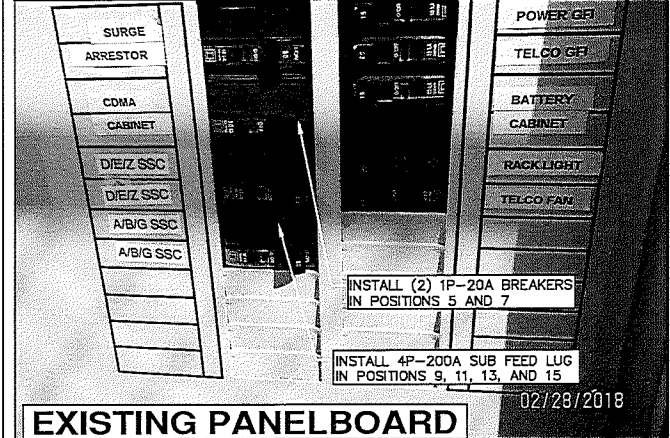
NOTE: LOAD CALC TABLE IS BASED ON NORMAL UTILITY POWER COMPANY FEED. WHENEVER THE LOAD IS UNDER GENERATOR POWER THE WIRELESS CABINETS OUTPUT (LOAD) IS CONTROLLED BY MONITORING SOFTWARE. SOFTWARE HAS LOAD SHEDDING CAPABILITIES AND IS AWARE WHEN CABINETS ARE ON EMERGENCY POWER AT WHICH TIME ALL WIRELESS CABINETS WILL OPERATE AT A MAXIMUM OF 100A

PANELBOARD SCHEDULE

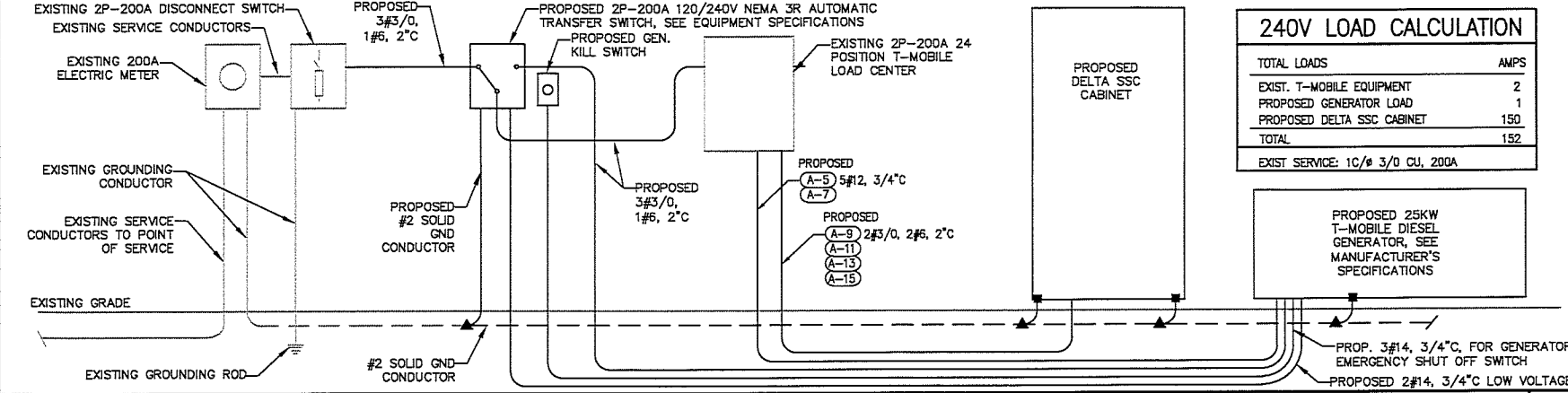



ELECTRICAL SITE PLAN

1 TELCO RISER DIAGRAM



EXISTING PANELBOARD 02/28/2018



240V LOAD CALCULATION

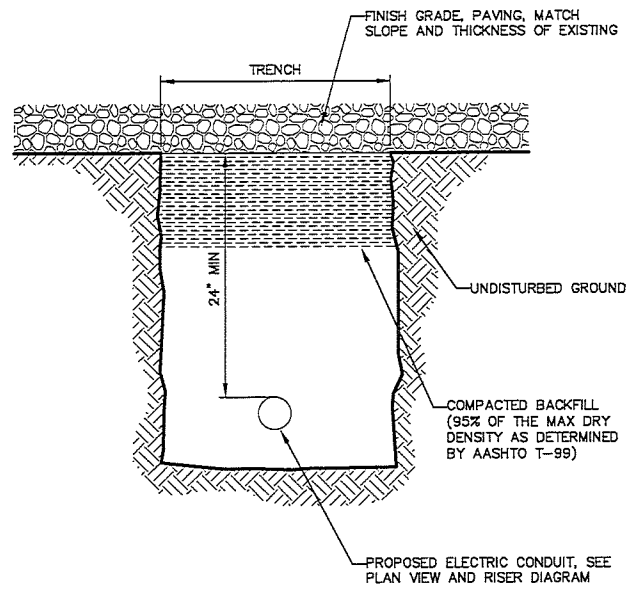
TOTAL LOADS	AMPS
EXIST. T-MOBILE EQUIPMENT	2
PROPOSED GENERATOR LOAD	1
PROPOSED DELTA SSC CABINET	150
TOTAL	152

EXIST SERVICE: 1C/Ø 3/0 CU, 200A

ELECTRICAL RISER DIAGRAM

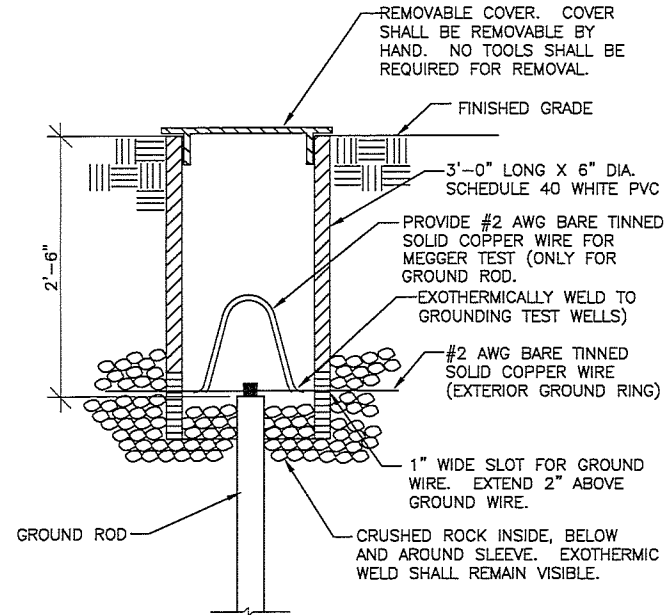
4

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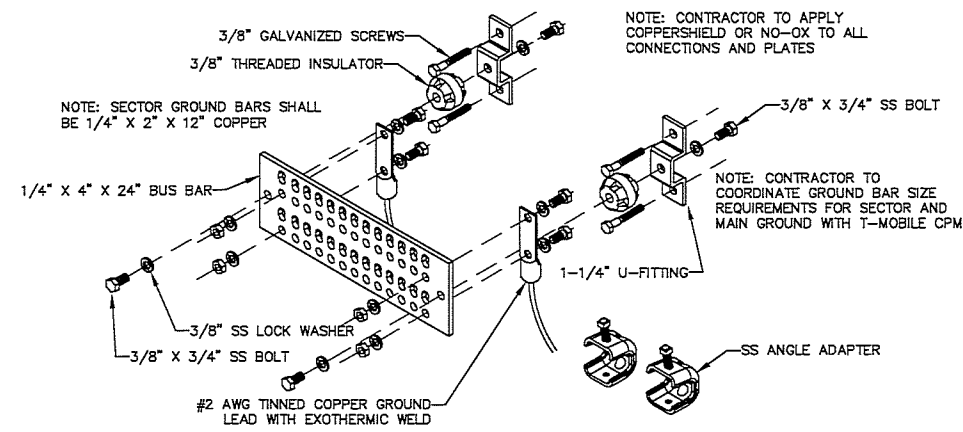
**CONDUIT TRENCH DETAIL**

**1**



**GROUND ROD INSPECTION SLEEVE**

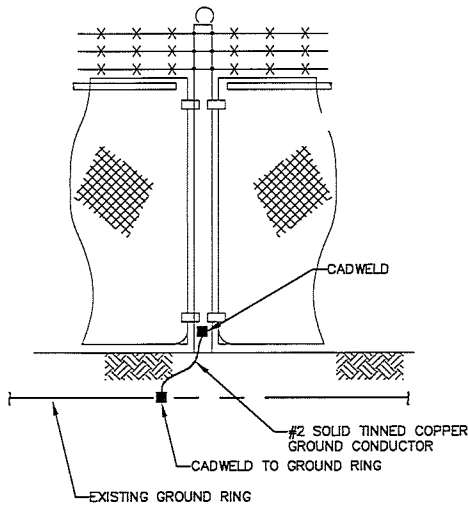
**2**



**GROUND BAR DETAIL**

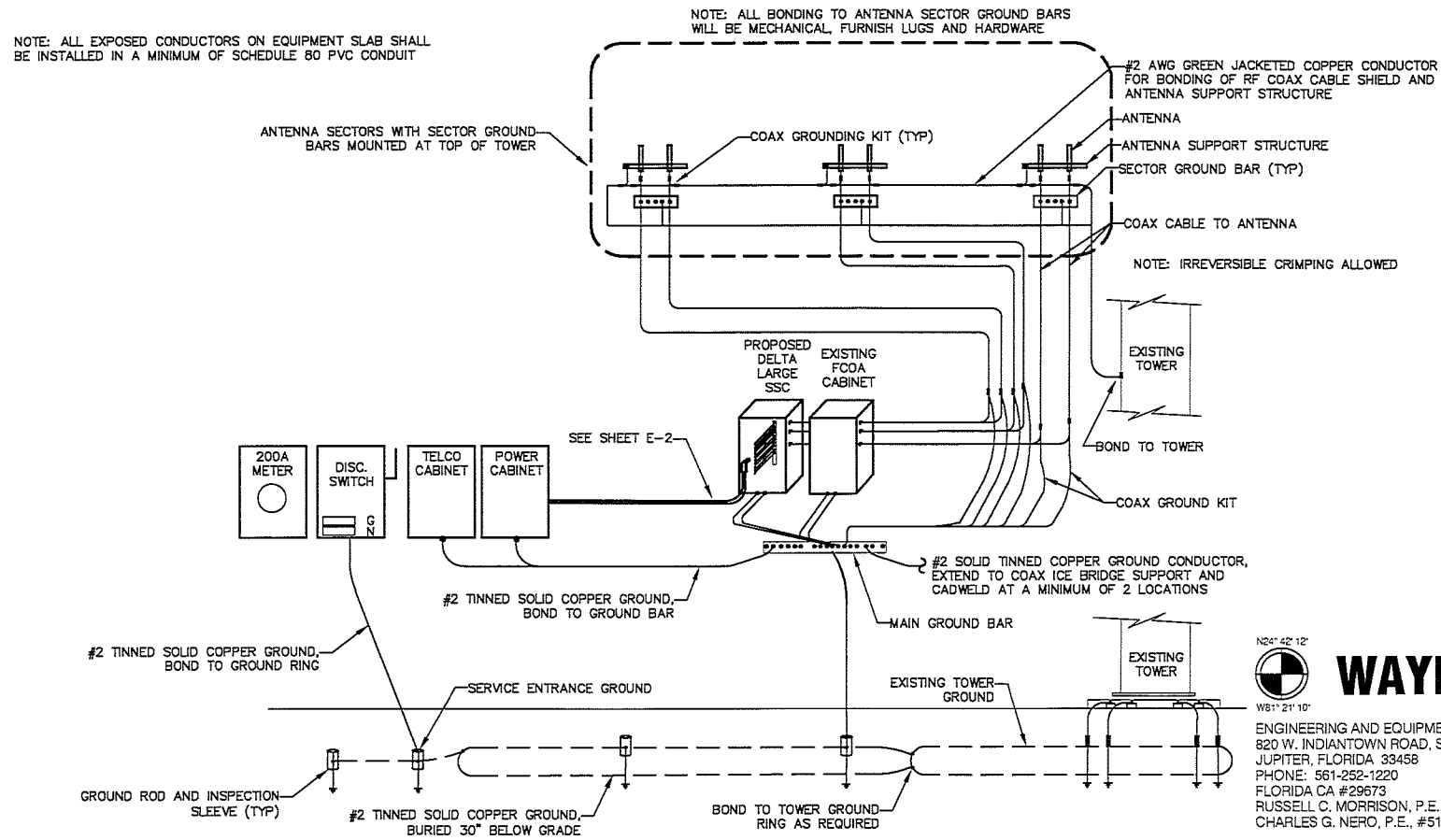
**3**

- NOTES:
- VERTICAL POSTS SHALL BE BONDED TO THE RING AT EACH CORNER AND AT EACH GATE POST. AT A MINIMUM, ONE VERTICAL PST SHALL BE BONDED TO THE GROUND RING IN EVERY 50 FEET OF STRAIGHT RUN OF FENCE.
  - HORIZONTAL POLES SHALL BE BONDED TO EACH OTHER



**FENCE BONDING DETAIL**

**4**



**EQUIPMENT GROUNDING DETAIL**

**5**

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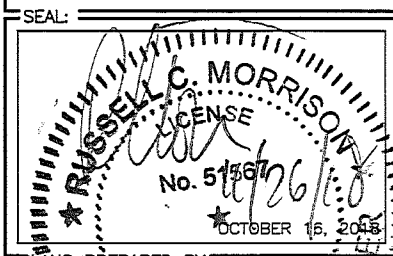
1300 CONCORD TERRACE, SUITE 200  
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FT PIERCE, FL 34950  
ST. LUCIE COUNTY

CURRENT ISSUE DATE:  
OCTOBER 2018

ISSUED FOR:  
GENERATOR UPGRADE

REV.: DATE: DESCRIPTION:

PLANS PREPARED BY:  
**Kinley-Horn**  
PROFESSIONAL ENGINEER  
1920 WEKIVA WAY, SUITE 200  
WEST PALM BEACH, FLORIDA 33411  
(561) 845-0665  
FBPE CA00000696

PROVIDER:

DRAWN BY: CHK.: APV.:  
GD KKM KKM

LICENSURE:  
KEVIN K. MARAJH PE 71455  
MARIA VICTORIA MARTIN PE 72397  
ARNOLDO A. ARTILES PE 70645

SHEET TITLE:  
ELECTRICAL DETAILS

SHEET NUMBER: REVISION:

**E-3**

KHA Job #: 044290125

**WAYPOINT**  
ENGINEERING AND EQUIPMENT LLC  
820 W. INDIANTOWN ROAD, SUITE 105  
JUPITER, FLORIDA 33458  
PHONE: 561-252-1220  
FLORIDA CA #29673  
RUSSELL C. MORRISON, P.E., #51567  
CHARLES G. NERO, P.E., #51540

**City Commission Regular Meeting**

**11.h.**

**Meeting Date:** 01/07/2019

**Re:** Approval of Change Order No. 1 RFP No. 2018-044, City Marina Maintenance Dredging

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

---

**SUBJECT:**

Approval of Change Order No. 1 to Waterfront Properties LLC. dba Gator Dredging in the amount of \$51,860.00. Pending approval by City Attorney as to form and correctness.

**SUMMARY:**

During project start up discussions with Gator Dredging, Tetra Tech and City with respect to means of protecting Tern Island's profile, we identified changes that could be implemented. We agreed on revised means and methods to reduce potential turbidity plumes and protect the existing profile of Tern Island. These changes will reduce the potential for regulatory enforcement actions. The group felt that this was the most cost effective means to provide the desired protections and reduce potential for enforcement actions.

The award of RFP No. 2018-004 to Waterfront Property Services, LLC. d/b/a Gator Dredging was previously approved by Commission during the June 4, 2018, two year contract with three-one year renewal options.

**RECOMMENDATION:**

Approval

**ALTERNATIVES:**

Seek different means to provide the protections that are afforded by this Change Order. The new proposal could potentially be an increased price for additional man hours and equipment costs.

**RESPONSIBLE STAFF:**

Ed Seissiger, Engineering Project Manager  
Gelencia Carter, Purchasing Manager

**COORDINATED WITH:**

Gator Dredging Staff  
Brian Proctor, Tetra Tech

---

**Fiscal Impact**

**Budgeted Y/N:** N

**Fiscal Year:** 2018/19

**Account:** 401-4100-575-6320

**Amount:** \$51,860.00

**FISCAL IMPACT:**

The funding for this project will come from the Marina Enterprise Fund. The Marina under State and Federal Permit requirements was to start a maintenance fund which was determined to be 3% of annual gross revenues. This fund was to start at the commencement of reconstruction of the Marina in 2010.

---

**Attachments**

Change Order No 1

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Finance Department	Johnna Morris	12/17/2018 02:32 PM
City Manager	Nick Mimms	12/26/2018 10:32 AM
Form Started By: Ed Seissiger		Started On: 12/13/2018 09:10 AM
Final Approval Date: 12/26/2018		

CHANGE ORDER NO. 1

City Marina Maintenance Dredging

RFP No. 2018-004

DATE: November 16, 2018

CONTRACTOR: Gator Dredging, LLC

OWNER: City of Fort Pierce

---

ORIGINAL CONTRACT AMOUNT : \$ 374,000.00

CURRENT CONTRACT AMOUNT INCLUDING  
PREVIOUS CHANGE ORDERS : \$ 374,000.00

NET CONTRACT AMOUNT INCREASE  
RESULTING FROM THIS CHANGE ORDER : \$ 51,860.00

PROPOSED CONTRACT AMOUNT  
INCLUDING THIS CHANGE ORDER : \$ 425,860.00

CURRENT CONTRACT EXPIRATION DATE : August 2022

CONTRACT EXPIRATION DATE ADJUSTED  
BY THIS CHANGE ORDER : N/A

**CHANGES ORDERED:**

wjc

**I. GENERAL:**

Purpose of this change order is to adjust compensation to the contract for additional survey work and to provide additional safety measures for spoil material placement on Tern Island. The City has requested additional measures for the placement for spoil material. The additional measures include placement of Geotextile tubes on the top of Tern Island in which the contractor will hydraulically pump dredge material into to prevent excessive dredge plumes and reduce the possibility of damaging the existing island profile. The additional survey work was requested by the contractor since the surveys provided were over a year old and before Hurricane Irma. This was to verify quantities and make sure we were covering all potential dredge areas due to possible material movement from the storm event.

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:**

<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Amount</i>
1. Survey	EA	1	\$12,500.00	\$12,500.00
2. Transport	CY	(500)	\$10.00	(\$5000.00)
3. Disposal	CY	(500)	\$1.00	(\$500.00)
4. Beach Placement	CY	500	\$25.00	\$12,500.00
5. Geotextile Tubes	LS	1	\$32,360.00	\$32,500.00
<b>NET INCREASE BY THIS CHANGE ORDER</b>				<b>\$51,860.00</b>

**III. JUSTIFICATION:**

The City requested these changes after discussions with the contractor to meet permit requirements and reduce any potential regulatory violations.

*WJC*

**IV. PAYMENT:**

This change order work will increase the existing contract price by \$51,860.00 which will be funded by City Marina Enterprise Fund. Under the City's Marina Permit, the Marina was required to start a maintenance fund in 2010 which was to be funded by 3% of the gross marina revenues annually. This permit required fund was to be used for project maintenance and emergency repairs.

**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: \_\_\_\_\_

12/13/18

**APPROVED AS TO FORM AND CORRECTNESS:**

Ben Bryan Jr.  
City Attorney

By: \_\_\_\_\_

Signature

Date: \_\_\_\_\_

wjc

**APPROVED BY:**

Linda Hudson  
Mayor

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**ACCEPTED BY:**

William Coughlin- President  
Gator Dredging, LLC

By: W. Coughlin \_\_\_\_\_  
Signature

Date: 11/26/18 \_\_\_\_\_

**City Commission Regular Meeting**

**12.a.**

**Meeting Date:** 01/07/2019

**Re:** Conditional Use - Bifulci & Paglia Dwelling Rental - 355 S. Ocean Drive #304

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

---

**SUBJECT:**

Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction submitted by property owners, Anne Bifulci and Giacomo Paglia, and applicant, Real Estate Expo, to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of one (1) month at 355 S. Ocean Drive #304, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-522-0013-000-4.

**SUMMARY:**

- The applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 355 S. Ocean Drive #304 to offer lodging of less than six (6) months and a minimum of thirty-one (31) days to guests.
- The subject property is a part of the Avalon Beach Club Condominiums. The subject condo apartment contains (2) bedrooms and two and a half (2 1/2) bathrooms. The subject condo apartment has two (2) designated and paved parking spaces for the unit.
- The property is zoned Hutchinson Island Medium Density Residential Zone (R4-A).

**RECOMMENDATION:**

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

- 1) The maximum occupancy 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.
- 6) Include the City of Fort Pierce Business Tax License number on all advertising.

**ALTERNATIVES:**

- Approval with alternative conditions
- Denial

**RESPONSIBLE STAFF:**

Vennis Gilmore, Planning Analyst

**COORDINATED WITH:**

Technical Review Committee

---

**Fiscal Impact**

**OTHER INFORMATION:**

Potential Increase in Ad-Valorem Tax Revenue

---

**Attachments**

Staff Report  
Application  
Narrative  
Aerial Map  
Zoning Map  
Site Plan  
Floor Plan  
Rental Agreement  
Property Management Agreement  
Rules & Regulations  
TRC Comments  
Property Record Card  
Planning Board Minutes  
Public Notification Certification  
Proof of Publication

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	01/02/2019 03:45 PM
Form Started By: Vennis Gilmore		Started On: 12/26/2018 03:25 PM
Final Approval Date: 01/02/2019		




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

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

**FROM:** Vennis Gilmore, Planning Analyst

**RE:** **Application for Conditional Use  
 Bifulci & Paglia Dwelling Rental  
 355 S. Ocean Drive #304**

**DATE:** December 26, 2018

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**STAFF REPORT**

**Property Owner:** Anne Bifulci & Giacomo Paglia  
 Chemin des Traversins 3  
 1285 Avusy  
 Geneva, Switzerland

**Applicant:** Real Estate Expo – Nancy Rayborn  
 140 S. Indian River Drive  
 Fort Pierce, FL 34950

**Applicant’s Request:** Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months. The identified minimum rental period is identified as thirty-one (31) days.

**Location(s):** 355 S. Ocean Drive #304

**Parcel ID:** 2401-522-0013-000-4

**Current Zoning:** Hutchinson Island Medium Density Residential Zone (R4-A)

**Future Land Use:** Hutchinson Island Residential (HIR)

**Surrounding Zoning:**

North	East	South	West
R-4A	R-4A	R4-A/C-5	R-4A

**Utilities:** FPUA

**Staff Analysis:**

**Request**

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 355 S. Ocean Drive #304 to offer lodging of less than six (6) months and a minimum of thirty-one (31) days to guests. The subject property is a part of the Avalon Beach Club Condominiums. The subject condo apartment contains (2) bedrooms and two and a half (2 1/2) bathrooms. The subject condo apartment has two (2) designated and paved parking spaces for the unit. The property is zoned Hutchinson Island Medium Density Residential Zone (R4-A).

The property is located at the northeast corner Hernando Street and Avalon Avenue. The subject site is surrounded by multi-family housing to the north, west, and south, and the Atlantic Ocean to the east.

**Dwelling Rentals**

Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) months, is classified as a “Dwelling rental (dwelling unit)”, and defined as follows: One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis.

The State of Florida provides further classification of a dwelling is rented for periods of less than one (1) month, declaring the use a “Vacation rental”, and defined such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for periods of less than 31 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a Vacation Rental if the duration of stays are less than thirty-one (31) days. The rental of a dwelling for periods at a minimum of thirty-one (31) days, but less than six (6) months is a dwelling rental, but not a Vacation Rental.

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

**Table 1 – Dwelling & Vacation Rental Definitions**

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

### **Zoning & Land Use**

The subject site is located within the Hutchinson Island Medium Density Residential Zone (R4-A) district which is designed 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.

The Hutchinson Island Residential (HIR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to 8 dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed.

### **Parking**

Pursuant to City Code Section 22-60 (d), b. Motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The subject condo features two (2) parking spaces for the unit.

### **Conditional Use**

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

The authorization of a Conditional Use to establish a dwelling rental for periods of less than six (6) months, but greater than thirty-one (31) days would provide an opportunity for consistency with zoning district and land use designation as the use becomes non-transient, minimizing the commercial nature of the use and potential impacts to the surrounding residential neighborhood. The further limitation of other leading effects of the use may provide greater assimilation of the short-term rental within a single-family district.

According to the HOA documents of the Avalon Beach Club; No trade, business, profession or other type of commercial activity may be conducted in any unit. No Unit may be leased more than two (2) times in any twelve (12) month period.

### **Technical Review Committee**

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

### **Property Owner Response Summary:**

A total of 82 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. An update will be provided to the City Commission at the public hearing.

### **Planning Board Recommendation:**

The Planning Board, at their December 11<sup>th</sup>, 2018 meeting, voted to recommend **approval** of the request.

### **Staff Recommendation:**

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

- 1) The maximum occupancy 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.
- 6) Include the City of Fort Pierce Business Tax License number on all advertising.



## Conditional Use - No New Construction

Property address or Location 355 S. Ocean Dr. F-304 Fort Pierce, FL 34949  
Parcel ID #(s) 2401-522-0013-000-4

Project description \_\_\_\_\_

Anne Bifulci + Giacomo Paglia

Property Owner(s)

Chemin des Traversins 3

Street Address

1285 Avusy

City

Geneva, Switzerland

State

Zip

Phone Number

407-538-4470

Email Address

Applicant/Representative, Title, Company

Real Estate Expo - Nancy Rayborn

Street Address

140 S. Indian River Dr.

City

Ft. Pierce

State

Zip

FL 34950

Phone Number

n.beachrealtor@gmail.com

Email Address

772-202-3871

**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.

[Signature]  
Property Owner(s) Signature(s)

STATE OF FLORIDA --

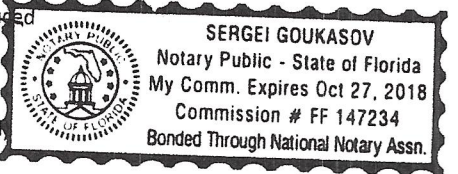
COUNTY

The foregoing instrument was acknowledged before me this 18 day of July, 2018, by

Anne Bifulci + Giacomo Paglia who is personally known to me or has produced

\_\_\_\_\_ as identification.

Signature of Notary



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

**TO BE COMPLETED BY STAFF**

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

Pre-Application Meeting Date \_\_\_\_\_

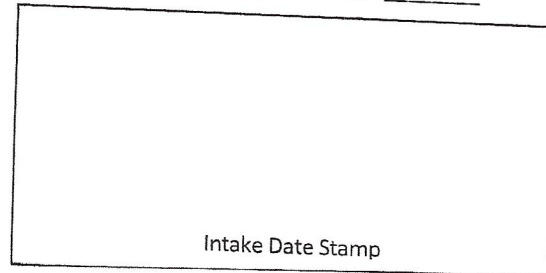
Intake Planner \_\_\_\_\_

Planner Assigned \_\_\_\_\_

Approved By \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

Fees \_\_\_\_\_ Control # \_\_\_\_\_ B. Permit # \_\_\_\_\_



Intake Date Stamp

**CONDITIONAL USE: NO NEW CONSTRUCTION**

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

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

**Application Type:**

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

**Site Information:**

Building Size \_\_\_\_\_ Parking Spaces: 2

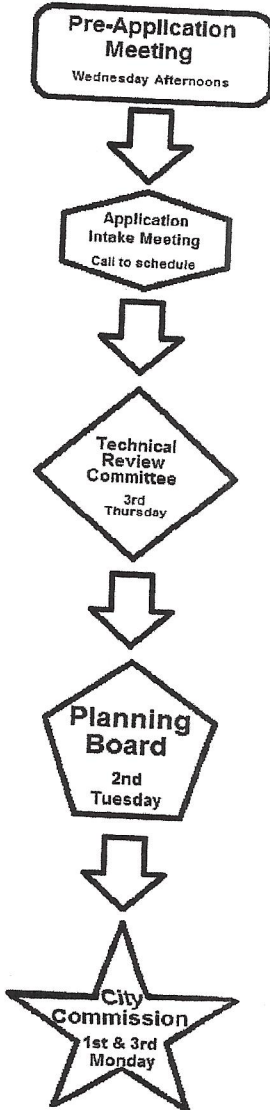
Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West

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

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

**Application Outlook**



### Paglia-Bifulci Rental

This request for Conditional use is being made for Paglia-Bifulci by the Property Manager, Licensed Real Estate Broker Associate and Licensed Community Association Manager, Nancy S. Rayborn with Real Estate Expo Inc. The proposed rental of Unit 304 in Avalon Beach Club is for time frames between two months and nine months. Community laws also stipulate that owner is allowed to lease no more than two times per year. The unit is furnished well and priced sufficiently high in order to attract well-mannered seasonal residents. The type of tenants who occupy this sort of rental contribute substantially to the local community by attending events and dining at local establishments.

Further research shows us that there are numerous units in the same building being rented seasonally with similar target markets. This use request is consistent with current approved rental time frames in the immediate building.



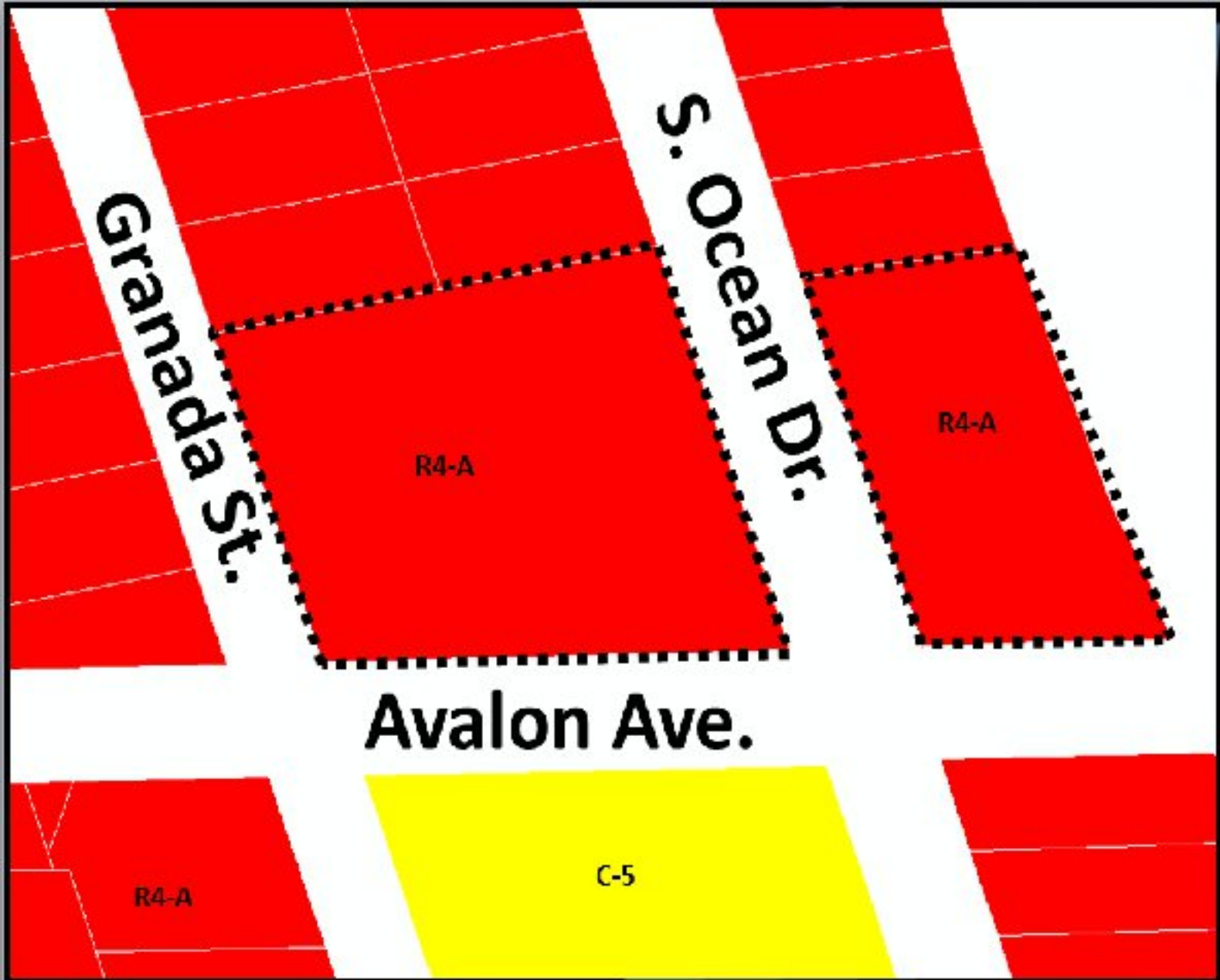
**Bifulci & Paglia Dwelling Rental**

**355 S. Ocean Drive #304**

**Aerial Map**



THE SUNRISE CITY  
**FORT PIERCE**  
*Florida*



**Bifulci & Paglia Dwelling Rental**

**355 S. Ocean Drive #304**



THE SUNRISE CITY  
**FORT PIERCE**  
*Florida*

**R4-A =**  **C-5 =** 

**Zoning Map**





**Exclusive Right to Lease Agreement**



This Exclusive Right to Lease Agreement ("Agreement") is between  
Anne Bifulci & Giacomo Paglia ("Owner") and  
Real Estate Expo ("Broker")

**1. AUTHORITY TO LEASE PROPERTY:** Owner gives Broker the EXCLUSIVE RIGHT TO SECURE A TENANT for the real and personal property ("Property") described below beginning the 16 day of July, 2018, and ending at 11:59 p.m. the 14 day of July, 2019 ("Leasing Period"). If the Property becomes vacant during the Leasing Period, Owner and Broker remain obligated to perform under this Agreement until the Leasing Period expires. Owner certifies and represents that he/she is legally entitled to lease the Property.

**2. DESCRIPTION OF PROPERTY:**

- (a) Real Property: Street address: 355 S. Ocean Drive F-304 Fort Pierce, FL 34949  
Legal Description: AVALON BEACH CLUB UNIT F-304 (OR 4065-2163)
- (b) Personal property, including appliances: See attached Inventory Addendum
- (c) Occupancy: Property  is not currently occupied  is currently occupied by  Landlord  Tenant. If tenant occupied, the lease term expires: \_\_\_\_\_

**3. RENTAL RATE AND TERMS:**

- (a) **Rental Period and Rate:**  Yearly \$ \_\_\_\_\_  Monthly \$ \_\_\_\_\_  Weekly \$ \_\_\_\_\_  
 Seasonally \$ 3,500.00 "Season" runs from January 1, 2019 to May 31, 2019  
Specify any services or fees such as water, garbage, association dues, etc., that are included in rent: water, sewer, trash, cable HOA dues electric included. Off season \$2000. Two month minimum.

- (b) **Advanced Rents, Deposits and Fees:** Advanced rents and deposits will be held by  Owner  Broker in a Florida financial institution, if required by Florida Landlord and Tenant law, in a(n)  
 non-interest bearing account.  
 interest-bearing escrow account, tenant to receive 5% per year, simple interest. Any balance of interest will accrue to  Owner  Broker  
 interest-bearing escrow account, tenant to receive \_\_\_\_\_ % (at least 75%) per year of the annualized average interest rate payable on the account. Any balance of interest will accrue to  Owner  Broker.  
 Advanced rent \$ \_\_\_\_\_  Security Deposit: \$ \_\_\_\_\_  
 Pet deposit  refundable  nonrefundable \$ \_\_\_\_\_  
 Credit Report Fee: \$ 50.00  Other: \_\_\_\_\_  
 Association Application Fee: \$ 125.00  Other: \_\_\_\_\_

- (c) **Taxes:** Leases for a term of 6 months or less are subject to state tax on transient rentals and to local tax on tourist development and impact. The party who receives the rent is responsible for timely collecting and remitting said taxes.  Other: Rush (20 days) : \$ 150.00
- (d) **Association Approval:** Application must be made (when) \_\_\_\_\_ 30 days

**4. BROKER OBLIGATIONS:**

In consideration of Owner's agreement to enter into this Agreement, Broker agrees to use: diligent effort to lease the Property; furnish information to and assist cooperating brokers in negotiating leases; furnish information to and assist attorneys when needed to draft leases; negotiate leases and renewals of existing leases in accordance with the rent schedule and terms above; take reasonable precautions to prevent damage to the Property when the Property is being shown by Broker or any other broker or sales associate; and to perform the following activities authorized by Owner (check if applicable):

- Display appropriate transaction signs, including a "For Rent" sign, on the Property.
- Use Owner's name in connection with marketing or advertising the Property.
- Use a lockbox system to access and show the Property.
- Request a credit check on prospective tenants at Owner's expense. Broker makes no representations as to the truth or falsity of information provided by the prospective tenant or as to the financial integrity or fitness and character of the prospective tenant.
- Execute leases on behalf of Owner (Owner must execute a Special Power of Attorney authorizing Broker to lease Property on Owner's behalf).
- Compensate any subagents or cooperating brokers in the transaction, except when not in Owner's best interest.
- Withhold offers to lease Property once Owner enters into a binding lease agreement.
- Make a final inspection and inventory check of Property at conclusion of lease.
- Complete lease forms as permitted by law.
- Complete and sign the lead-based paint/hazards certification on Owner's behalf (for Property built before 1978).
- Other \_\_\_\_\_

Owner [Signature] and Broker/Sales Associate [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

(a) **Advertising:** Broker agrees to use diligent effort to advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in (4)(a)(i) or (4)(a)(ii) below.

**(Owner opt-out) (Check one if applicable)**

(i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.

(ii) Owner does not authorize Broker to display the Property on the Internet.

Owner understands and acknowledges that if Owner selects option (ii), consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

\_\_\_\_\_/\_\_\_\_\_  
Initials of Owner.

(b) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Web site may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.

Owner does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.

Owner does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

**5. OWNER OBLIGATIONS:** In consideration of the obligations of Broker, Owner agrees:

(a) To cooperate with Broker in carrying out the purpose of this Agreement, including providing Broker with all documents needed by prospective tenant to seek Association or Board approval.

(b) To refer immediately to Broker all inquiries regarding the leasing of the Property.

(c) To make Property available for Broker access during reasonable times and furnish Broker with the following keys (specify number) for purposes of showing and delivering the Property; unit 3 / building access 2 / mailbox 1 / pool 1 / cabana

(d) To notify Broker in the event Owner or a tenant terminates a lease on the Property prior to lease expiration date.

(e) To inform Broker before conveying the Property.

(f) That the lockbox, if utilized, will be for the benefit of Owner and to release those working by or through Broker and Broker's local Board of Realtors from all liability and responsibility in connection with any loss which may occur.

(g) Not to restrict the rental of the Property according to race, color, religion, sex, handicap, familial status, national origin or any other classes protected by state or local law, and not to ask or expect Broker to impose such restrictions on the rental of the Property.

(h) To provide a written approval or denial of any applicant who is a servicemember as defined in F.S. 250.01 within seven (7) days after the receipt of a rental application. If denied, Owner will provide a reason for the denial.

(i) To provide complete and accurate information to Broker including disclosing all known facts that materially affect the value of the Property (see Addendum NA, entitled NA) If the Property was built in 1977 or earlier, Owner will provide Broker with all information Owner knows about lead-based paint and lead-based paint hazards in the Property and with all available documents pertaining to such paint and hazards, as required by federal law. Owner understands that the law requires the provision of this information to Broker and to prospective tenants before the tenants become obligated to lease the Property. Owner acknowledges that Broker will rely on Owner's representations regarding the Property when dealing with prospective tenants. Owner will immediately inform Broker of any material facts that arise after signing this Contract.

(j) To indemnify and hold harmless Broker and Broker's officers, directors, agents and employees from all claims, demands, causes of action, costs and expenses, including reasonable attorneys' fees at all levels, and from liability to any person, to the extent based on Owner's misstatement, negligence, action, inaction or failure to perform the obligations of this contract or any lease or agreement with a vendor; or the existence of undisclosed material facts about the Property. This subparagraph will survive Broker's performance and the transfer of title.

(k) To reasonably inspect the Property before allowing the tenant to take possession and to make the repairs necessary to transfer a reasonably safe dwelling unit to the tenant.

(l) To perform any independent investigations to determine whether the local municipality where the Property is located adopted an ordinance that prohibits property owners from renting to sexual offenders/predators. For information regarding these types of ordinances in your county, search county records and/or log on to www.municode.com. Owner acknowledges that it is Owner's responsibility to research the local ordinances to determine whether or not such ordinance exists and to determine whether a tenant is suitable for rental if such ordinance exists. Owner understands this is not a warranty of any kind and is not intended to be a substitute for any independent investigations Owner may wish to make.

**6. COMPENSATION:** Owner agrees to compensate Broker as follows, including paying any applicable taxes on Broker's services, if Owner enters into a lease of the Property with a tenant during the Leasing Period, regardless of whether the tenant fulfills the terms of the lease; or if, during the Leasing Period, Broker procures a tenant who is ready, willing, and able to lease the Property under the terms of this Agreement, or terms acceptable to Owner:

Owner [Signature] and Broker/Sales Associate [Signature] acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

(a) **Amount of Compensation:** Owner agrees to pay Broker the following fee(s):  
 \_\_\_\_\_ % of the rent due in each Rental Period.  10% of the gross value of the lease.  \_\_\_\_\_ % of the first month's rent.  
 Other (specify): Property Management Additional 7%

(b) **Time and Manner of Payment:**

Broker will deduct its fee from rent collected by Broker after said rent becomes due and owing to Owner. If said rent is insufficient to cover Broker's fee, Owner will remit the balance within \_\_\_\_\_ calendar days after date on which rent becomes due.  
 Owner will pay Broker's fee within \_\_\_\_\_ calendar days after entering into a lease for the Property.  
 Owner will pay Broker's fee within \_\_\_\_\_ calendar days from the date on which each rent payment is due from tenant.  
 Other (specify): \_\_\_\_\_

(c) **New Leases and Renewals:** If Owner enters into any new lease or renewal of the original lease with a tenant placed in the Property by or through Broker, Owner agrees to pay Broker as compensation in connection with the new lease(s) or renewal(s) the amount specified in Paragraph 6(a).

(d) **Protection Period:** Owner agrees to pay Broker's fee if, within NA days after the end of the Leasing Period, Owner leases the Property to any prospects with whom Broker or any other broker communicated during the Leasing Period regarding leasing the Property. If requested, Broker must provide Owner with a list of said prospects, and entitlement to compensation under this subparagraph will be limited to the names on that list. The protection period ceases if Owner enters into a good faith exclusive right to lease contract with another broker after Leasing Period ends.

**7. COOPERATION AND COMPENSATION WITH OTHER BROKERS:** Broker's office policy is to cooperate with all other brokers except when not in Owner's best interest  and to offer compensation in the amount of 2.5 % of the gross value of the lease, NA % of the first month's rent or \$ 0.00 to tenant's agents, who represent the interest of the tenant, and not the interest of Owner in a transaction;  and to offer compensation in the amount of 2.5 % of the gross value of the lease, \_\_\_\_\_ % of the first month's rent or \$ \_\_\_\_\_ to a broker who has no brokerage relationship with the tenant or Owner;  and to offer compensation in the amount of 2.5 % of the gross value of the lease, \_\_\_\_\_ % of the first month's rent or \$ \_\_\_\_\_ to transaction brokers for the tenant;  None of the above (if this is checked, the Property cannot be placed in the MLS.)

**8. EARLY TERMINATION:** If Owner decides not to lease the Property and Broker deems Owner's reason acceptable, Owner may conditionally terminate this Agreement by signing a withdrawal agreement and simultaneously paying a cancellation fee of \$ 0.00 plus applicable sales tax. However, Owner agrees that if the Property is contracted for lease to a tenant during the time period from conditional termination to the end of the Leasing and Protection Periods, Broker may void the early termination and Owner will be obligated to pay Broker the compensation set forth in paragraph 6(a), less the cancellation fee.



**9. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All disputes between Broker and Owner based on this Agreement or its breach will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will equally divide the mediation fee, if any. In any litigation based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels, unless the parties agree that disputes will be settled by arbitration as follows:

**Arbitration:** By initialing in the space provided, Owner (\_\_\_\_) (\_\_\_\_), Listing Associate (\_\_\_\_) and Listing Broker (\_\_\_\_) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this agreement or an arbitration award) will pay its own fees, costs and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

**10. BROKERAGE RELATIONSHIP:** Owner authorizes Broker to act as a (check which is applicable):

- single agent of Owner.
- transaction broker.
- single agent of Owner with consent to transition into a transaction broker.
- nonrepresentative of Owner.

**11. MISCELLANEOUS:** This Agreement is binding on Broker's and Owner's heirs, personal representatives, administrators, successors and assigns. This Agreement is the entire agreement between Broker and Owner. No prior or present agreements or representations shall be binding on Broker or Owner unless included in this Agreement. Signatures, initials, documents referenced in this Agreement, counterparts and modifications communicated electronically or on paper will be acceptable for all purposes and will be binding.

Owner  and Broker/Sales Associate  acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

12. ADDITIONAL CLAUSES: NO PETS. NO SMOKING.  
OWNER AND BROKER AGREEMENT WILL ROLL OVER ANNUALLY UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE TO  
CANCEL.

Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental,  
foreign reporting requirements and other specialized advice.

Date: 07/18/2018 Owner: [Signature] Tax ID: \_\_\_\_\_

Date: 07/18/2018 Owner: [Signature] Tax ID: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_ Authorized Associate or Broker: [Signature]

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

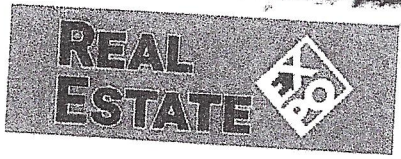
Copy returned to Owner on the 18 day of July, 2018 by:  personal delivery  mail  E-mail  facsimile.

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Owner [Signature] and Broker/Sales Associate [Signature] acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

LB



# Exclusive Property Management Agreement

This Exclusive Property Management Agreement ("Agreement") is between  
Anne Bifulci & Giacomo Paglia

Real Estate Expo ("Owner") and  
 ("Broker")

**1. AUTHORITY TO MANAGE PROPERTY:** Owner gives Broker the EXCLUSIVE RIGHT TO MANAGE the real and personal property (collectively "Property") described below beginning the 16 day of July 2018, ending at 11:59 p.m. the 15 day of July 2019, except that either party may terminate this Agreement by giving 30 calendar days written notice to the other party by certified mail. Owner certifies and represents that he/she has the legal authority and capacity to lease the Property and improvements.

## 2. DESCRIPTION OF PROPERTY:

(a) Real Property: Street Address: 355 S. Ocean Drive F-304 Fort Pierce, FL 34949

(b) Legal Description:  See Addendum \_\_\_\_\_, Legal Description of Real Property.

(c) Personal Property, including appliances:  See Addendum \_\_\_\_\_, Inventory.

(d) Type of Property (single family home, warehouse, etc.): \_\_\_\_\_ condo

(e) Occupancy: Property  is  is not currently occupied by a tenant. If occupied, the lease term expires \_\_\_\_\_

## 3. BROKER OBLIGATIONS AND AUTHORITY: Broker will use due diligence to manage, operate and lease the Property in accordance with this Agreement.

(a) Tenant Matters: Owner authorizes Broker to (check if applicable):

- Secure a tenant for the Property, see Addendum \_\_\_\_\_, Exclusive Right to Lease Agreement.
- Enter into a lease/contract to lease on Owner's behalf (Owner must execute special power of attorney).
- Complete and sign the lead-based paint/hazards certification on Owner's behalf (for Property built before 1978).
- Manage tenant relations, including negotiating renewals of existing leases; collecting, holding and disbursing rents and other amounts due or to become due to Owner; handling tenant requests and negotiations; terminating tenancies and signing and serving appropriate notices on behalf of Owner; initiating and prosecuting eviction and damages actions on behalf of Owner; and procuring legal counsel when necessary to protect Owner's interests and rights in connection with the Property.

(b) Property Maintenance: Owner understands that Florida law requires licensed professionals in the construction trades to perform relevant repairs on rental properties unless the repairs can be made for under \$1,000 and are not of a life/safety concern. Additionally, Owner understands that when Broker acts as the Owner's agent Florida law provides the Broker may contract for repairs, maintenance, remodeling or improvement of the Property with a certified or registered contractor when labor and materials together do not exceed \$5,000. Subject to these limitations set by law, Owner authorizes Broker to (check if applicable):

- Maintain and repair interior, exterior and landscaping of Property, including making periodic inspections; purchasing supplies; and supervising alterations, modernization and redecoration of Property. Broker will obtain prior approval of Owner for any item or service in excess of \$300.00, except for monthly or recurring expenses and emergency repairs which, in Broker's opinion are necessary to prevent the Property from becoming uninhabitable or damaged, to avoid suspension of services required to be provided by law or lease, or to avoid penalties or fines to be imposed by a governmental entity.
- Enter into contracts on Owner's behalf for utilities, public services, maintenance, repairs and other services as Broker deems advisable.
- Hire, discharge and supervise all labor and employees required for the operation and maintenance of the Property, and to arrange for bonding for employees who will handle cash on behalf of Owner and Broker.

(c) Other Matters: Owner authorizes Broker to (check if applicable):

- Make payments on Owner's behalf, including (check all that apply):
  - mortgage \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_
  - insurance \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_
  - property taxes \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_
- \_\_\_\_\_ and special assessments as made.
- condominium or homeowners' association dues \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

Owner and Broker/Sales Associate \_\_\_\_\_ (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

- charges for repairs, materials, equipment, labor and attorneys' fees and costs.
- state and local sales and service taxes.
- Maintain accurate records of receipts, expenses and accruals to **Owner** in connection with managing the Property.

**Broker** will render to **Owner** itemized financial statements (how often) \_\_\_\_\_ and will promptly remit to **Owner** the balance of receipts less disbursements and accruals for future expenses.

Other Duties: See **Addendum** \_\_\_\_\_, entitled \_\_\_\_\_

**4. OWNER OBLIGATIONS:** In consideration of the obligations of **Broker**, **Owner** agrees:

- (a) To cooperate with **Broker** in carrying out the purpose of this Agreement.
- (b) To provide **Broker** with the following keys to the Property (specify number): unit 3 / building access 1 / mailbox 1 / pool \_\_\_\_\_ / garage door/opener 1 / other \_\_\_\_\_
- (c) To provide complete and accurate information to **Broker** including disclosing all known facts that materially affect the value of the Property (see **Addendum** \_\_\_\_\_, entitled \_\_\_\_\_). If the Property was built in 1977 or earlier, **Owner** will provide **Broker** with all information **Owner** knows about lead-based paint and lead-based paint hazards in the Property and with all available documents pertaining to such paint and hazards, as required by federal law. **Owner** understands that the law requires the provision of this information to **Broker** and to prospective tenants before the tenants become obligated to lease the Property. **Owner** acknowledges that **Broker** will rely on **Owner's** representations regarding the Property when dealing with prospective tenants.
- (d) To carry, at **Owner's** sole expense, public liability, property damage and worker's compensation insurance adequate to protect the interests of **Owner** and **Broker**. Said insurance will name both **Broker** and **Owner** as insured parties, and will specifically cover the indemnity and hold harmless provision of subparagraph 4(h). **Broker** will not be liable for any error of judgment or mistake of law or fact or for any loss caused by **Broker's** negligence, except when the loss is caused by **Broker's** willful misconduct or gross negligence. **Owner** will carry insurance as follows:
  - (1) Perils of fire, lightning, wind, hail, explosion, smoke, riot, aircraft, vehicles, vandalism, and burglary on the contents of the Property in the amount of \$ \_\_\_\_\_.
  - (2) "At Risk" protection on the building in the amount of \$ \_\_\_\_\_, and on rental income in the amount of \$ \_\_\_\_\_.
  - (3) Liability for personal injury and property damage in the amount of \$300,000.00 (\$500,000 minimum).
- (e) To inform **Broker** before conveying or leasing the Property.
- (f) Upon termination of this Agreement, to assume obligations of all contracts that **Broker** entered into on **Owner's** behalf.
- (g) To pay all amounts billed by **Broker** for authorized expenditures within \_\_\_\_\_ calendar days after written notice of the expense is placed in the mail by **Broker**. If **Owner** fails to promptly reimburse **Broker**, **Owner** authorizes **Broker** to reimburse itself out of rents collected, if applicable.
- (h) To indemnify and hold harmless **Broker** and **Broker's** officers, directors, agents and employees from all claims, demands, causes of action, costs and expenses, including reasonable attorneys' fees at all levels, and from liability to any person, to the extent based on (1) **Owner's** misstatement, negligence, action, inaction or failure to perform the obligations of this contract or any lease or agreement with a vendor; (2) the existence of undisclosed material facts about the Property; (3) **Broker's** performance, at **Owner's** request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including **Broker's** referral, recommendation or retention of any vendor; or (4) services or products provided and expenses incurred by any vendor. This subparagraph will survive **Broker's** performance and the transfer of title.
- (i) To reasonably inspect the Property before allowing the tenant to take possession and to make the repairs necessary to transfer a reasonably safe dwelling unit to the tenant.
- (j) To exercise reasonable care to repair dangerous defective conditions upon notice of their existence by the tenant, after the tenant takes possession.

**5. COMPENSATION:** **Owner** agrees to compensate **Broker** as follows, plus any applicable taxes on **Broker's** services:

- (a) For securing a tenant, see **Addendum** \_\_\_\_\_, Exclusive Right to Lease Agreement.
- (b) For managing tenant relations, a fee of:
  - 7% of the gross lease value
  - \$ \_\_\_\_\_
  - 10% of rent due in each rental period
  - other \_\_\_\_\_

The above fee is to be paid (when, how) \_\_\_\_\_

- (c) For managing the Property, a fee of:
  - \$ \_\_\_\_\_ to be paid (when, how) \_\_\_\_\_
  - \_\_\_\_\_% of rent due in each rental period to be paid (when, how) \_\_\_\_\_
  - other \_\_\_\_\_

- (d) For supervising alterations, modernization, redecorating, or repairs above and beyond normal refurbishment of the Property, a fee of \$ \_\_\_\_\_ per hour OR \_\_\_\_\_ to be paid (when, how) \_\_\_\_\_

(e) Other:  See **Addendum** \_\_\_\_\_, Attachment to Property Management Agreement.

**Owner** \_\_\_\_\_ and **Broker/Sales Associate** \_\_\_\_\_ acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages

**6. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All disputes between **Broker** and **Owner** based on this Agreement or its breach will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will equally divide the mediation fee, if any. In any litigation based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels, unless the parties agree that disputes will be settled by arbitration as follows:

**Arbitration:** By initialing in the space provided, **Owner** [Signature], Listing Associate ( ) and Listing Broker ( ) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. The arbitrator may not alter the Contract terms. Each party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

**7. ATTORNEYS' FEES:** In any action between **Owner** and a tenant in which **Broker** is made a party because of acting as an escrow agent under this Agreement, or if **Broker** interpleads escrowed funds, **Broker** will recover reasonable attorneys' fees and costs, to be paid out of the escrowed funds and charged and awarded as court costs in favor of the prevailing party.

**8. MISCELLANEOUS.** This Agreement is binding on **Broker's** and **Owner's** heirs, personal representatives, administrators, successors and assigns. Signatures, initials, documents referenced in this Agreement, counterparts and modifications communicated electronically or on paper will be acceptable for all purposes and will be binding.

**9. ADDITIONAL CLAUSES:** No pet. No Smoking

Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

Date: 07/16/2018 Owner: [Signature] Tax ID/SSN: \_\_\_\_\_  
Date: \_\_\_\_\_ Owner: [Signature] Tax ID/SSN: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Date: \_\_\_\_\_ Authorized Licensee or Broker: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Copy returned to Owner on \_\_\_\_\_, by:  personal delivery  e-mail  mail  facsimile

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Owner [Signature] and Broker/Sales Associate ( ) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

# AVALON BEACH CLUB CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS

1. Cabana units shall not be used as residential or overnight accommodations, but shall be used solely for recreational purposes, including lounging, showering, changing and storage of beachwear and equipment.
2. Any use, practice or activity that is the source of annoyance to residents or which interferes with the peaceful possession, quiet enjoyment and proper use of the property by the residents is prohibited.
3. All units and property must be kept clean and in a sanitary condition. No rubbish, refuse, garbage or any fire hazard shall be allowed to accumulate. All garbage and trash shall be placed in plastic bags and securely tied before throwing down the trash chute; no trash or refuse shall be left in the trash chute rooms. All refuse and trash, which is too large to be accommodated in the chute, shall be carried down to the ground level and properly disposed of in the trash room.
4. Any trash (as opposed to garbage) such as old furniture, refrigerators, doors, drywall, carpeting, etc. is to be disposed of by the owner/occupant and not via the trash room. Arrangements need to be made by the owner/occupants to haul away the debris on a daily basis at the owner/occupants own cost.
5. Water closets and water apparatus on the condominium property shall not be used for any other purpose than that for which they were constructed. Occupants shall be held liable for any damage inside the unit or common areas occasioned by misuse of water closets or other apparatus.
6. LEASING OF UNITS- See attached regarding the leasing of units.
7. No signs of any kind, specifically including without limitation "For Sale" and "For Rent" signs, shall be permitted on the building, grounds or vehicles.
8. Guest of occupants shall be limited to six (6) in number at any time and must be accompanied by the resident when using the recreational facilities of the property including the beach club, pool, whirlpool and sauna areas or they must display a badge (provided by the Association) which identifies them as guest of unit occupants. A reservation is required for larger groups or to hold a party in the recreation area; present your request to the Board four (4) days in advance for approval.
9. The use of grills and barbecues is restricted to the ocean side beach club area, except for the 1st Floor.
10. Building and grounds maintenance personnel on the premises are assigned specific duties to be performed under supervision of the Management Company. Occupants shall not interrupt or interfere with these personnel in the performance of their duties. If you have a question related to the

building and grounds or other common areas, contact the Management Company.

11. When using the pool, whirlpool and sun deck areas occupants shall, in addition to any posted regulations, observe the following:
  - a) Proper attire shall be worn in the lobby/elevator when using pool area; dry thoroughly before entering the lobby/elevator to avoid pooling of water on floors
  - b) Pool furniture shall be covered with towels when using suntan lotion.
  - c) Sanitation rules shall be scrupulously observed when using the swimming pool, whirlpool or sauna. Shower thoroughly to remove suntan lotion and sand before entering pool. To conserve energy, turn off the sauna and whirlpool immediately when not in use.
  - d) Children twelve (12) years of age and under are not allowed in the pool, sauna or whirlpool area without adult supervision.
  - e) Children under three (3) years of age must wear properly fitting rubber pants when in the pool.
  - f) Pool hours are from 8:00 a.m. to 10:00 p.m.
  - g) Pool use is at ones own risk.
  - h) Furniture and equipment may not be removed from the pool area.
  - i) In the event that any child has a bowel movement in the pool, the parent, guardian and unit owner will be held responsible for all cost incurred due to this act, such costs include, but are not limited to, chemicals, cleaning, labor and refilling the pool.
  - j) Pets are not permitted in the pool or pool area.
  - k) Boisterous conduct, loud games, or other annoying activities are not permitted in the pool area.
  - l) Persons with infections or contagious health conditions must not use the pool.
  - m) Glass items are not permitted in the swimming area at any time.
  - n) Sauna use is limited to thirty (30) minutes.
  - o) All persons must read posted instructions before using the sauna.
  - p) The facility must be left in a clean condition. The sauna and the light should be turned off when leaving.
  
12. Parking rules:
  - a) Occupants shall park only in the numbered space assigned to their unit as designated in the documents.
  - b) Guest parking shall be restricted to the area designated by the Association.
  - c) Trucks, pick-ups, trailers, boat trailers, motor homes and other recreational vehicles, motorcycles, commercial vehicles and vehicles other than passenger cars are prohibited.
  - d) Short wheel base station wagon or suburban type vans (all glass windows) may be approved by the Board; panel or RV type vans are not authorized.
  - e) Pick-up trucks are permitted to park during daylight hours, after sunset they will be tagged with a warning. If parked a second time after sunset they will be towed at owners expense.
  - f) Occupants are responsible for their guest's observances of parking

- regulations.
- g) Unauthorized or improperly parked vehicles are subject, at the discretion of the Board, to being towed from the premises at the expense of the owner.
  - h) If an occupant has more than one (1) vehicle, they must obtain written permission from the board.
  - i) If an occupant wants to allow another occupant to park in his assigned space in his absence, written authorization must be provided to the Board.
  - j) Parking in handicapped spaces is for handicapped visitors only.
13. Car washing is permitted only in the designated car wash area.
  14. Any person occupying a unit for more than thirty (30) days shall no longer be termed a guest, but becomes an occupant.
  15. All owners must leave a key to their unit in the maintenance office for emergency maintenance problems. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. Emergency keys will not be released to anyone, including realtors, contractors or service personnel. Unit owners will have to make other arrangements for providing access keys.
  16. Bathing suits, clothing of any kind, rugs, towels or any other articles shall not be draped over railings, walkways, windows, balconies or facades.
  17. Clotheslines may not be hung on the building.
  18. Bicycles, furniture, fishing rods, rafts or any personal property of any kind shall not be left on the walkways or in any common areas. All personal property shall be kept within the apartment.
  19. Any personal property left in the common pool area will be removed by management and if left unclaimed for thirty (30) days, will be disposed of.
  20. Tossing cigarette or cigar butts, bird feed, trash, or discards of any sort from or on balconies, walkways, stairs or any common area is prohibited.
  21. Walkways and stairs must be kept free of furniture or any type of obstruction.
  22. No one shall be permitted to play or loiter in hallways, stairwells, elevators, roof, walkways, driveways or parking areas: This includes skateboarding, roller skating, bike riding and any other activities.
  23. Ball playing is not permitted in any common area.
  24. Children must be supervised at all times.
  25. Shopping carts will be returned to designated area immediately after use and chain must be fastened per FIRE CODE regulation
  26. No common areas shall be decorated or furnished by an individual owner or group of owners in any manner, except with prior approval by the Board.

27. No door to door solicitations shall be permitted.
28. It is the responsibility of the parent and/or guardian of each child to show proof of age to management, if so requested.
29. Smoking on elevators, stairwells or catwalks is prohibited.
30. Shutters may not be installed without Board approval.
31. Prior to installing tile (3rd Floor and above) owner/occupant must first install a sound proof material, such as corkboard.



PUBLIC WORKS  
ENGINEERING DIVISION  
DEVELOPMENT REVIEW  
COMMITTEE

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**November 9th, 2018**

**Project:** Bifulci and Giacomo Dwelling Rental  
**Subject:** SURVEY REVIEW  
**To:** Vennis Gilmore  
**From:** Rod Reed, PLS  
SLC-Engineering Division

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

**SURVEY:**

- 1) 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*



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Real Estate Expo – Nancy Rayborn  
140 S. Indian River Drive  
Fort Pierce, FL. 34950

Re: **Conditional Use – Bifulci & Giacomo Dwelling Rental – 355 S. Ocean Drive #304**

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Dear Coldwell Banker,

The following are comments from the Planning Department's review of the application for a Conditional Use with No New Construction in the R-4A, Hutchinson Island Medium Density Residential Zone (**Please Provide a Written Response and any revisions to all responsible Departments November 26<sup>th</sup> to be placed on the December Planning Board Agenda**):

- 1) The maximum occupancy of the home 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-one (31) days of Conditional Use approval.**
- 5) Limit no more than 2 vehicles.**
- 6) Include the City of Fort Pierce Business Tax property control number on all advertising.**

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](mailto:vgilmore@city-ftpierce.com).

Sincerely,

Vennis Gilmore  
Planning Analyst

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

**Property Identification**

Site Address: 355 S OCEAN DR F-304  
 Sec/Town/Range: 01/35S/40E  
 Map ID: 24/01A  
 Zoning: R4A

Parcel ID: 2401-522-0013-000-4  
 Account #: 15100  
 Use Type: 0400  
 Jurisdiction: Fort Pierce

**Ownership**

Anne B Paglia  
 Giacomo Paglia  
 Chemin des Traversins 33  
 1285 Avusy  
 Geneva,  
 SWITZERLAND

**Legal Description**

AVALON BEACH CLUB UNIT F-304 (OR 4065-2163)

**Current Values**

Just/Market Value: \$167,800  
 Assessed Value: \$167,800  
 Exemptions: \$0  
 Taxable Value: \$167,800

Taxes for this parcel: SLC Tax Collector's Office  
 Download TRIM for this parcel: [Download PDF](#)

**Total Areas**

Finished/Under Air (SF):  
 Gross Area (SF):  
 Land Size (acres):  
 Land Size (SF):

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
Nov 16, 2017	4065 / 2163	0001	WD	Walker John D	\$265,000
Feb 1, 2011	3267 / 2449	0001	WD	Watson Lois R	\$123,500
Apr 1, 1983	0400 / 0121	XX00	CV		\$90,000

**Building Information (1 of 1)**

Finished Area: 1,257 SF  
 Gross Total Area: 1,433 SF

**Exterior Data**

View:  
 Building Type: X008  
 Grade: X8E  
 Story Height: 1 Story

Roof Cover:  
 Year Built: 1982  
 Effective Year: 1982  
 No. Units: 1

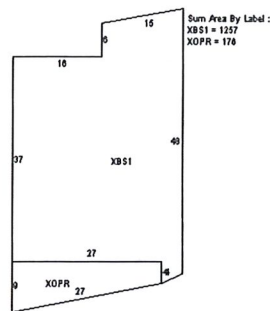
Roof Structure:  
 Frame:  
 Primary Wall: CB Stucco  
 Secondary Wall:

**Interior Data**

Bedrooms: 2  
 Full Baths: 2  
 Half Baths: 1

Electric:  
 Heat Type:  
 Heat Fuel:

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



**Sketch Area Legend**

Sub Area	Description	Area	Fin. Area	Perimeter
XBS1	Base Floor Living Area (Value Calculated)	1257	1257	157
XOPR	Open Porch (Value Calculated)	176	0	67

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
------	-----	-------	----------

**Current Year Values**

Current Values Breakdown		Current Year Exemption Value Breakdown				
		Tax Year	Grant Year	Code	Description	Amount
Building:	\$167,800					
Land:	\$0					
Just/Market:	\$167,800					
Ag Credit:	\$0					
Save Our Homes or 10% Cap:	\$0					
Assessed:	\$167,800					
Exemption(s):	\$0					
Taxable:	\$167,800					

**Current Year Special Assessment Breakdown**

Start Year	AssessCode	Units	Description	Amount
1999	0041	0.6	Fort Pierce Stormwater Charge	\$32.40

This does not necessarily represent the total Special Assessments 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**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$167,800	\$167,800	\$0	\$167,800
2017	\$129,800	\$129,800	\$0	\$129,800
2016	\$119,700	\$118,140	\$0	\$118,140

**Permits**

Number	Issue Date	Description	Amount	Fee
0800001152	Oct 30, 2008	Alterations/Remodeling	\$526	\$50
BP09-0568	May 12, 2009	Storm Shutters	\$2,478	\$50

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

# DRAFT



## CITY OF FORT PIERCE PLANNING BOARD

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### Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, **DECEMBER 11, 2018**, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Present: **Jovona Parker; Michael Broderick; Bob Burdge; Brian Paul; Frank Creyaufmiller, Chairman**

Absent: **Tim O'Connell; Gloria Johnson-Scott**

Staff Present: **Benjamin Bryan , Interim City Attorney  
Rebecca Grohall , Planning Director  
Rebeca Guerra , Assistant Planning Director  
Vennis Gilmore , Planning Analyst  
Brandon Creagan , Planner  
Alicia Rosenthal , Executive Assistant**

4. **CONSIDERATION OF ABSENCES**

Ms. Johnson-Scott and Mr. O'Connell called in with reasonable excuses for not attending.

5. **APPROVAL OF MINUTES**

- a. Minutes from the November 13, 2018 meeting

**Motion was made by Michael Broderick, and seconded by Jovona Parker to approve the minutes from the November 13, 2018 meeting.**

**AYE: Bob Burdge, Brian Paul, Jovona Parker, Michael Broderick, Chairman Frank Creyaufmiller**

Passed

**6. NEW BUSINESS**

**a. Conditional Use - Little Scholars Academy/Child Day Care Facility - 810 S. 6th Street**

This item was moved to the January 8, 2019 Planning Board meeting.

**b. Conditional Use - Bifulci & Paglia Dwelling Rental - 355 S. Ocean Drive #304**

Mr. Gilmore gave an overview of the application.

Nancy Rayborn, Real Estate Broker, stated she would fulfill the role of the property manager. Ms. Rayborn explained the HOA regulations for rentals is twice per year and more than 60 days but the owner wants a 90 day to 6 month tenant.

Ms. Grohall stated that if the rental is longer than 6 months, it would be regular rental.

Mr. Broderick suggested the Planning department consider that the applicant provide a property management contract to the city.

No one spoke against the application.

**Motion was made by Michael Broderick, and seconded by Jovona Parker to forward a recommendation to 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.**
- 6) Include the City of Fort Pierce Business Tax License number on all advertising.**

AYE: **Brian Paul, Jovona Parker, Michael Broderick, Bob Burdge, Chairman Frank Creyaufmiller**

Passed

**c. Conditional Use - Smith Dwelling Rental - 1002 Windward Drive #3101**

Mr. Gilmore gave an overview of the application.

Mellissa Allison, Property Manager, stated she would be assigned to the rental.

No one spoke against the application.

**Motion was made by Jovona Parker, and seconded by Brian Paul to forward a recommendation to 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.**
- 6) Include the City of Fort Pierce Business Tax License number on all advertising.**

AYE: **Jovona Parker, Michael Broderick, Bob Burdge, Brian Paul, Chairman Frank Creyaufmiller**

Passed

**d. Conditional Use - We Buy Scrap - 3340 Enterprise Road**

This item was moved to the January 8, 2019 Planning Board meeting.

**e. Conditional Use - Wilson Vehicle Storage - 2422-601-0001-000-4**

Chairman Creyaufmiller expressed that he had the opportunity to visit with Mr. Wilson.

Mr. Creagan gave an overview of the application and answered questions from the Board on property violations, asphalt millings, landscape hedge, fencing and irrigation.

Gregg Boggs, Applicant Representative, explained that the millings were removed on December 11, 2018 and that a Cocoplum hedge grows 4-8 feet in height. Mr. Boggs stated the property is secured with a gate and the plan is to have temporary irrigation. Mr. Boggs said the vehicle storage is for overflow and additional car storage for the Cars Unlimited business only and no service work will be performed.

Ms. Grohall stated that the irrigation plan is required at the time of building permit.

Board discussion ensued on landscaping and screening around the entire location.

**Motion was made by Bob Burdge, and seconded by Michael Broderick to forward a recommendation to the City Commission for approval of the request as presented with the following conditions**

- 1. A lighting plan or photometric survey that demonstrates compliance with City Code 22-60 (j)(1)(a) must be submitted with the building permit.**
- 2. Provide a 5 foot wide concrete sidewalk along South 3rd Street. This sidewalk shall extend to the limits of the property.**
- 3. At time of Building Permit submittal, the applicant shall provide detailed drawings complete with sidewalk and driveway construction information.**
- 4. Ensure that all outstanding Code or Building Department violations are resolved prior to the submittal of the building permit for site improvements.**
- 5. The Cocoplum hedge extend around the total perimeter of the property.**

AYE: **Michael Broderick, Bob Burdge, Brian Paul, Jovona Parker, Chairman Frank Creyaufmiller**

Passed

f. **Conditional Use with New Construction - Ghezzar Single Family Residence - 410 S. Ocean Drive**

Mr. Creagan gave an overview of the application.

Tom Cooper, Architect and Applicant Representative, provided background for the proposed house and stated the home location was moved back 10 - 15 feet to the west.

Steve Weaver, Adjacent Property Owner, voiced his concerns with the distance of the house from the street and the design in accordance with City of Fort Pierce code 22-58 and 22-59 and he also stated the application was incomplete.

Elissa Ghezzar, Owner, stated the home is a small footprint with a minimalist design. Ms. Ghezzar stated they were looking for a clean look and the area doesn't warrant million dollar homes.

Ms. Grohall stated the item can be tabled and once the Planning department receives and reviews the balance of the drawings, the item would go back to the Technical Review Committee and then be rescheduled for the February Planning Board meeting.

**Motion was made by Bob Burdge, and seconded by Jovona Parker to table the application.**

AYE: **Bob Burdge, Brian Paul, Jovona Parker, Michael Broderick, Chairman Frank Creyaufmiller**

Passed

g. **Major Amendment to Planned Development - Discovery Church - 4403 S. 25th Street**

Ms. Guerra gave an overview of the application.

Tod Mowery, Applicant Representative from Redtail, gave a presentation on the Church and stated the original proposal was part of the Oak Alley Planned Development in 2003. Mr. Mowery stated a 7,200 square foot church site is being relocated from Savannah Ridge Elementary school. Mr. Mowery answered questions from the Board on church utilization and traffic.

Mike Menard, Architectonic, was available for questions from the Board

Pastor Tim O'Carroll explained he would like to add a youth ministry night and after school mentorship.

**Motion was made by Bob Burdge, and seconded by Jovona Parker to recommend approval of the request as presented, subject to two (2) Conditions of Approval:**

- 1. Provide a lighting plan or photometric survey that complies with City Code 22-60U)(1)(b).**
- 2. Provide bicycle parking at a rate of 1 bicycle space per 10 motor vehicle spaces pursuant to City Code 22-60(f)(1)(a). Please follow the design, location, and size requirements of City Codes 22- 60(f) (1)(b)-(d). The required number of bicycle spaces would be 11 according to the parking spaces provided on the Site Plan.**

AYE: **Brian Paul, Jovona Parker, Michael Broderick, Bob Burdge, Chairman Frank Creyaufmiller**

Passed

**h. Major Amendment to Planned Development - Harbour Isle- 825 Seaway Drive**

Mr. Creagan gave an overview of the application and answered questions from the Board on the number of storefronts, transit availability, bike fix it station, curb cuts, dumpster enclosure, pedestrian access and deceleration lane.

David Baggett, Applicant Representative from Engineering Design and Construction, stated they had a Pre-Application meeting with the Florida Department of Transportation (FDOT) and trip generation, traffic, driveways and curb cuts were discussed. Mr. Baggett said there will be two points of entry into the shopping center. Mr. Baggett answered questions from the Board on traffic safety, deceleration lanes and a cross easement agreement.

Craig Mason, Applicant, elaborated on the Pre-Application meeting with FDOT and stated the traffic study includes all the potential uses on the site; Cumberland Farms, medical development and retail development. Mr. Mason stated they had a meeting with the Harbour Isle residents and a pedestrian walkway was added to purely serve the residents and adding another driveway is out of their hands because it is being handled by FDOT. Mr. Mason said he would be willing to further the discussion with the residents to address their concerns.

Diane Barbaret, Harbour Isle Resident, provided the Board with a handout addressing the concerns of several Harbour Isle residents.

Rob Robertson Harbour Isle Resident, voiced his concerns on proper cleanliness of the retail center and he showed pictures of solutions for an enclosed trash receptacle.

Annette Rudd, Harbour Isle Resident, suggested that the colors and roofing of Harbour Isle Shoppes mimic Harbour Isle.

Bobby Malatesta, Harbour Isle Resident, provided a handout to the Board detailing the health and safety concerns for the proposed Harbour Isle Shoppes.

Board discussion ensued regarding an additional meeting with the developer and residents regarding their concerns.

Pat Delvechhio, Harbour Isle Board Member, stated the Board is not actively involve with the discussion and they have not taken a position at this time.

Chairman Creyaufmiller stated he was surprised that the Harbour Isle's Associations aren't being represented at the meeting.

Ms. Grohall stated, from the beginning of this project staff encouraged the applicant to work with the Harbour Isle group and it seems the applicant fulfilled the request.

Mr. Broderick asked if the Planning Department can work with the development team to address the residents concerns.

**Motion was made by Bob Burdge, and seconded by Jovona Parker to forward a recommendation of approval to the City Commission with the following conditions.**

**1. A six (6) foot wall or opaque fence is constructed on the property line that borders the residential component of Harbour Isle. The landscaping that is currently on this property line must also stay in place.**

**2. A bike fix it station be included.**

**AYE: Jovona Parker, Michael Broderick, Bob Burdge, Brian Paul, Chairman Frank Creyaufmiller**

Passed

## **7. BOARD COMMENTS**

Ms. Grohall thanked the interim City Attorney, Judge. Bryan, for his steadfast guidance and she stated that a new City Attorney, Peter Sweeney, has been chosen and will be starting the beginning of January.

Mr. Bryan stated he was pleased to have the opportunity to work with the City.

## **8. ADJOURNMENT**



**PUBLIC NOTIFICATION CERTIFICATION**

**PROJECT NAME:** Conditional Use - Bifulci & Paglia Dwelling Rental - 355 S. Ocean Drive #304

**NOTICES PROVIDED PURSUANT TO:** City Code Section 22-143. Public Hearings A,B,C, & D

**NOTICE BY NEWSPAPER:** December 23, 2018

**NOTICE BY MAIL:** December 17, 2018

**NOTICE BY SIGNS:** Planning Board - December 6th, 2018; City Commission - December 27th, 2018

**VERIFIED BY:** Vennis Gilmore

**TITLE:** Planning Analyst

**SIGNATURE:**

**DATE:** December 26th, 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)	2190832	CITY OF FORT PIERCE NOTICE OF PUBLIC	CU 01.07

Pub Dates  
December 23, 2018

Sworn to and subscribed before me this day of, December 24, 2018, by

Natalie Zollar, who is  
 Natalie Zollar  
 personally known to me or  
 who has produced \_\_\_\_\_ as identification.

Karol E Kangas  
 Karol Kangas Notary Public



**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, January 7, 2019 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 a Conditional Use with No New Construction submitted by property owner, Rose Smith, 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 1002 Windward Drive #3101, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2507-888-0049-000-5.

2. Application for a Conditional Use with No New Construction submitted by property owners, Anne Bifulci and Giacomo Paglia, and applicant, Real Estate Expo, to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of one (1) month at 355 S. Ocean Drive #304, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-522-0013-000-4.

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  
Pub Dec 23rd 2018  
TCN2190832

## City Commission Regular Meeting

12.b.

**Meeting Date:** 01/07/2019

**Re:** Conditional Use - Smith Dwelling Rental - 1002 Windward Drive #3101

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

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### **SUBJECT:**

Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction submitted by property owner, Rose Smith, 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 1002 Windward Drive #3101, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2507-888-0049-000-5.

### **SUMMARY:**

- The applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 1002 Windward Drive #3101, to offer lodging of less than six (6) months and a minimum of one (1) to guests.
- The subject property consists of a condominium. The condo structure contains two (2) bedrooms, two (2) bathrooms and traditional support rooms. Ocean House Condominiums have one (1) designated parking spot per home along with designated guest parking.
- The property is located within the Ocean Village Community. Ocean Village is a gated planned-community that is nestled on approximately 120 acres with approximately 3,500 feet of beach frontage. Ocean Village offers 24 hour security; a Par-3 9-Hole Executive Golf Course; Tennis Courts; Heated Swimming Pools; Jacuzzi; Sauna; Fitness Center; Card Room; Library with wi-fi; and clubhouses.
- The property is zoned Hutchinson Island Medium Density Residential Zone (R4-A).

### **RECOMMENDATION:**

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

- 1) The maximum occupancy 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.
- 6) Include the City of Fort Pierce Business Tax License number on all advertising.

### **ALTERNATIVES:**

- Approval with alternative conditions
- Denial

**RESPONSIBLE STAFF:**

Vennis Gilmore, Planning Analyst

**COORDINATED WITH:**

Technical Review Committee

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**Fiscal Impact**

**OTHER INFORMATION:**

Potential Increase in Ad-Valorem Tax Revenue

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**Attachments**

Staff Report  
Application  
Narrative  
Location Map  
Zoning Map  
Floor Plan  
Rules & Regulations  
TRC Comments  
Property Record Card  
Planning Board Minutes  
Public Notification Certification  
Proof of Publication

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**Form Review**

**Inbox**

City Manager

Form Started By: Vennis Gilmore

Final Approval Date: 01/02/2019

**Reviewed By**

Nick Mimms

**Date**

01/02/2019 03:45 PM

Started On: 12/26/2018 03:36 PM



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

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

**FROM:** Vennis Gilmore, Planning Analyst

**RE:** **Application for Conditional Use  
 Smith Dwelling Rental  
 1002 Windward Drive #3101**

**DATE:** December 26, 2018

**STAFF REPORT**

**Property Owner:** Rose Smith  
 1002 Windward Drive # 3101  
 Fort Pierce, FL. 34949

**Applicant:** Coldwell Banker Paradise – Property Manager  
 100 Mainsail  
 Fort Pierce, FL. 34949

**Applicant’s Request:** Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months. The identified minimum rental period is identified as thirty-one (31) days.

**Location(s):** 1002 Windward Drive #3101

**Parcel ID:** 2507-888-0049-000-5

**Current Zoning:** Hutchinson Island Medium Density Residential Zone (R4-A)

**Future Land Use:** Hutchinson Island Residential (HIR)

**Surrounding Zoning:**

North	East	South	West
R-4A	R-4A	R4-A/C-5	R-4A

**Utilities:** FPUA

**Staff Analysis:**

**Request**

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 1002 Windward Drive #3101, to offer lodging of less than six (6) months and a minimum of one (1) to guests. The subject property consists of a condominium. The condo structure contains two (2) bedrooms, two (2) bathrooms and traditional support rooms. Ocean House Condominiums have one (1) designated parking spot per home along with designated guest parking. The property is located within the Ocean Village Community. Ocean Village is a gated planned-community that is nestled on approximately 120 acres with approximately 3,500 feet of beach frontage. Ocean Village offers 24 hour security; a Par-3 9-Hole Executive Golf Course; Tennis Courts; Heated Swimming Pools; Jacuzzi; Sauna; Fitness Center; Card Room; Library with wi-fi; and clubhouses. The property is zoned Hutchinson Island Medium Density Residential Zone (R4-A).

The property is located near the northeast corner of S. Ocean Drive and Blue Heron Blvd.; south of Coconut Drive. The site is surrounded by single family residences to the north, vacant property to the south and west, and the Atlantic Ocean to the east.

**Dwelling Rentals**

Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) months, is classified as a “Dwelling rental (dwelling unit)”, and defined as follows: One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis.

The State of Florida provides further classification of a dwelling is rented for periods of less than one (1) month, declaring the use a “Vacation rental”, and defined such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for periods of less than 31 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a Vacation Rental if the duration of stays are less than thirty-one (31) days. The rental of a dwelling for periods at a minimum of thirty-one (31) days, but less than six (6) months is a dwelling rental, but not a Vacation Rental.

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

**Table 1 – Dwelling & Vacation Rental Definitions**

	<b>Dwelling Rental</b>	<b>Vacation Rental</b>
<b>Length of Stay</b>	Less than 6 months	30 days or less
<b>Lodging Type(s)</b>	Non-Transient (more than 30 days)	Transient Lodging
<b>State License Requirement</b>	If rented 30 days or less (Vacation Rental)	Division of Hotels & Restaurants – Vacation Rental License

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<b>Public lodging establishment (ADA &amp; Misc. Regulations)</b>	If rented 30 days or less (Vacation Rental)	Public lodging establishment
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**Zoning & Land Use**

The subject site is located within the Hutchinson Island Medium Density Residential Zone (R4-A) district which is designed 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.

The Hutchinson Island Residential (HIR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to 8 dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed.

**Parking**

Pursuant to City Code Section 22-60 (d), b. Motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The subject condo features one (1) parking space for the unit plus additional guest parking.

**Conditional Use**

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

The authorization of a Conditional Use to establish a dwelling rental for periods of less than six (6) months, but greater than thirty-one (31) days would provide an opportunity for consistency with zoning district and land use designation as the use becomes non-transient, minimizing the commercial nature of the use and potential impacts to the surrounding residential neighborhood. The further limitation of other leading effects of the use may provide greater assimilation of the short-term rental within a single-family district.

**Technical Review Committee**

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

**Property Owner Response Summary:**

A total of 189 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. An update will be provided to the City Commission at the public hearing.

**Planning Board Recommendation:**

The Planning Board, at their December 11<sup>th</sup>, 2018 meeting, voted to recommend **approval** of the request.

**Staff Recommendation:**

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

- 1) The maximum occupancy 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.
- 6) Include the City of Fort Pierce Business Tax License number on all advertising.



OH1002

sent 12/18/18



THE SUNRISE CITY  
**FORT PIERCE**  
PLANNING DEPARTMENT  
*Florida*

**Conditional Use - No New Construction**

1002 Windward Dr #3101 (ma)

Property address or Location 2400 S Ocean Dr, Unit Ft. Pierce, FL 34949

Parcel ID #(s) 2507-888-0049-000-5

Project description Request for approval to do short term rentals

Rose Smith

Property Owner(s)

1002 Windward Dr

Street Address

Ft. Pierce, FL 34949

City State Zip

Phone Number

roses3nyc@aol.com

Email Address

Coldwell Banker Paradise - Property Manager

Applicant/Representative, Title, Company

100 Mainsail

Street Address

Ft. Pierce, FL 34949

City State Zip

772-489-6100

Phone Number

oceanvillage@cbparadise.com

Email Address

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

Rose Smith

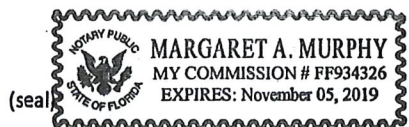
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY St. Lucie  
The foregoing instrument was acknowledged before me this 20 day of October 2018

who is personally known to me or has produced

Margaret A. Murphy  
Signature of Notary

as identification.



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

**TO BE COMPLETED BY STAFF**

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

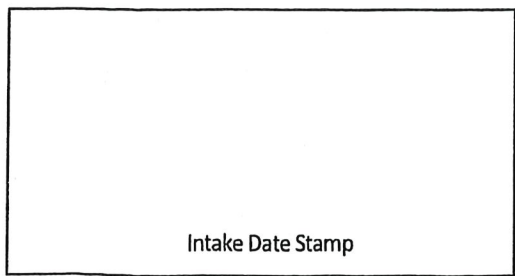
Pre-Application Meeting Date \_\_\_\_\_ Fees \_\_\_\_\_ Control # \_\_\_\_\_ B. Permit # \_\_\_\_\_

Intake Planner \_\_\_\_\_

Planner Assigned \_\_\_\_\_

Approved By \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_



**PARADISE**Coldwell Banker Paradise  
Fort Pierce, FL 34949  
Phone: 772-489-6100  
Mellissa.Allison@CBParadise.comRe: Ocean Village Cluster – Conditional Use – 1002 Windward Drive # 3101  
~~TRC No. 17-04000028~~~~In reference to the Code Enforcement comments:~~

1. These properties are currently managed by Coldwell Banker Paradise (CBP). There is an onsite office at Ocean Village and the property manager is available 24/7 for any complaints or issues. The CBP office is open Monday - Friday from 9:00am – 5:00pm, Saturday 9:00am – 4:00pm, Sunday 11:00am – 4:00pm and any after hour calls are directed to the property manager's cell phone. The security gate also has the property manager's cell phone for emergencies.
2. We comply with all local ordinances and respond to any noise complaints immediately.
3. Ocean Houses has trash chutes located at each end of the building and a dumpster in the garage underneath. Pickup days are Tuesday and Friday.
4. Pets are not allowed for any property rented through CBP at Ocean Village unless it is a service dog and the appropriate paperwork is provided.
5. Two (2) people per bedroom are permitted to stay at one time.
6. Ocean Houses have one (1) designated parking spot per home along with designated guest parking.
7. CBP has a designated bookkeeper who collects and pays the appropriate sales tax monthly on behalf of the property owner.
8. CBP works with several vendors who are licensed and insured to handle maintenance issues in a timely fashion.

Please let me know if you need additional information.

Best regards,

Mellissa Allison

# Ocean Village



Imagery © 2016 Google, Map data © 2016 Google

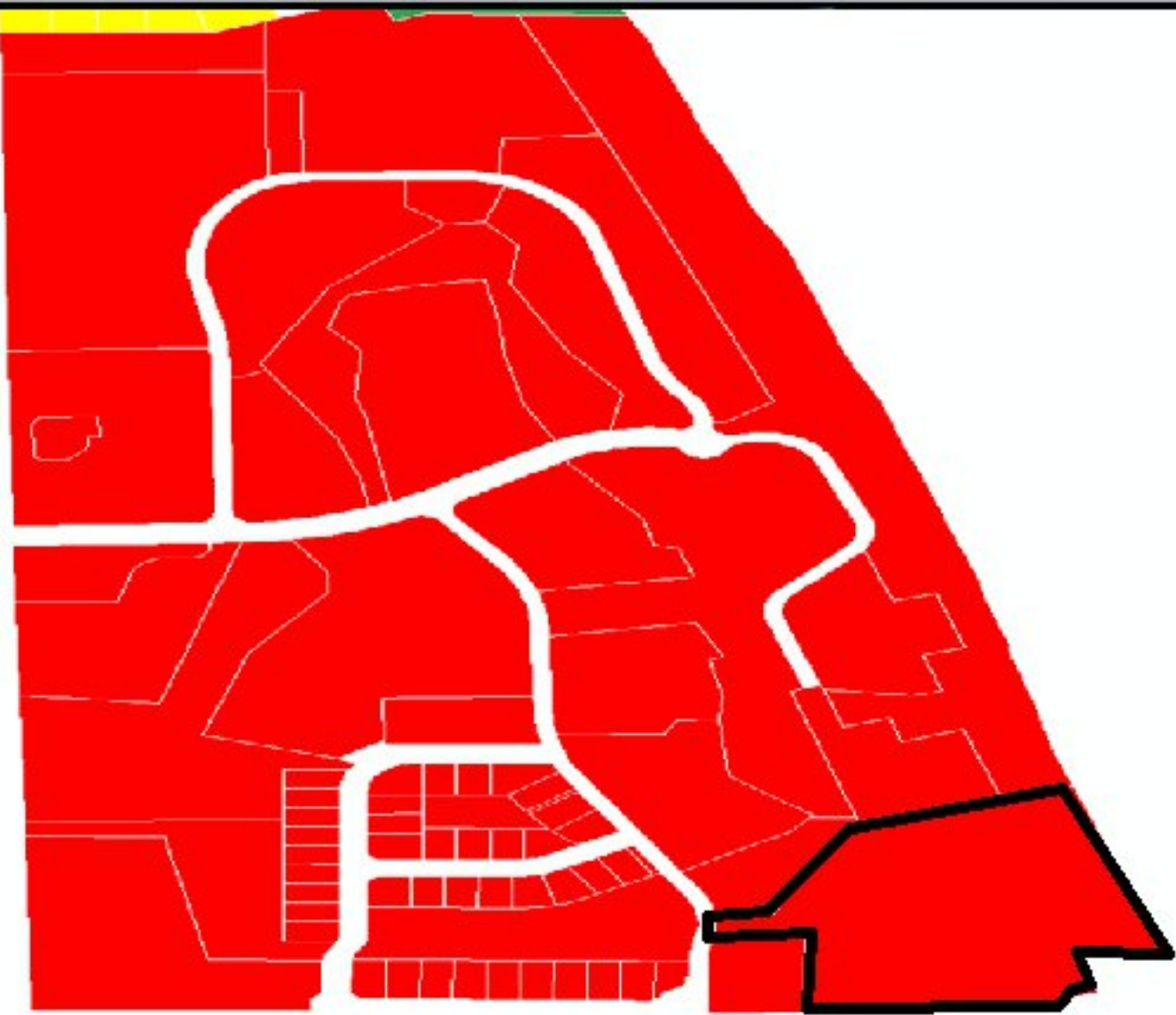
## Northern Legend

- |                  |                          |                         |
|------------------|--------------------------|-------------------------|
| A. Capstan       | D. Beachtree I           | G. Catamaran I          |
| B. Golf Villas   | E. Beachtree II          | H. Cayman Center & Pool |
| C. Coral Cluster | F. Bermuda Center & Pool | I. Seascape I           |

## Southern Legend

- |                    |                        |                      |                |
|--------------------|------------------------|----------------------|----------------|
| J. Office          | K. Tennis Courts       | L. Tennis Pro Shop   | M. Golf Shack  |
| N. Restaurant      | O. Club House          | P. Tiki Bar          | Q. Seascape II |
| R. Ocean House     | S. Aruba Center & Pool | T. Ocean Villas I    |                |
| U. Ocean Villas II | V. Ocean Villas III    | W. Southpoint Homes  |                |
| X. Catamaran II    | Y. Golf Lodges South   | Z. Golf Lodges North |                |

**S. Ocean Drive**



**Blue Heron Blvd.**



**Smith Dwelling Rental**  
**1002 Windward Drive #3101**



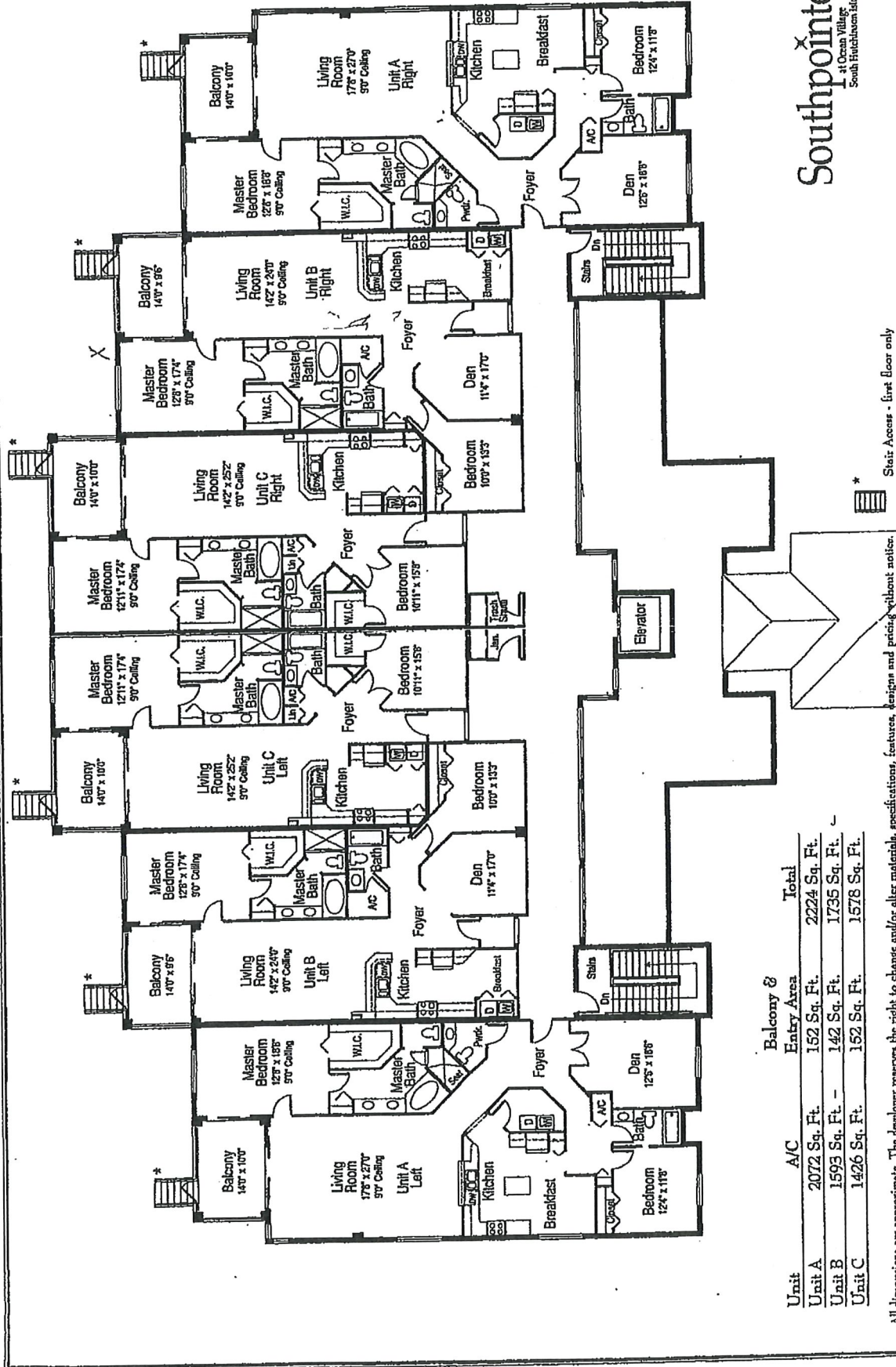
THE SUNRISE CITY  
**FORT PIERCE**  
*Florida*

**R4-A =**  **R-2 =** 

**Zoning Map**

# Southpointe

at Ocean Village  
South Hutchinson Island



\* Stair Access - first floor only



\* All dimensions are approximate. The developer reserves the right to change and/or alter materials, specifications, features, designs and pricing without notice.

Unit	AC	Balcony & Entry Area	Total
Unit A	2072 Sq. Ft.	152 Sq. Ft.	2224 Sq. Ft.
Unit B	1593 Sq. Ft.	142 Sq. Ft.	1735 Sq. Ft.
Unit C	1426 Sq. Ft.	152 Sq. Ft.	1578 Sq. Ft.



**ocean village**  
**property owners association, inc.**

2400 S. Ocean Drive, Hutchinson Island, Florida 34949-8098

Administrative Offices  
(772) 489-0300

Facsimile  
(772) 468-1037

Rentals & Resales Office  
(772) 489-6100



## RULES & REGULATIONS



### MISSION STATEMENT

#### OF THE OCEAN VILLAGE PROPERTY OWNERS' ASSOCIATION

The Ocean Village Property Owners' association (OVPOA) is a Florida not-for-profit corporation chartered to operate, maintain and improve the common areas in our community. Effective operation of these common areas is integral to preserving the quality of life that the 1228 owners of the OVPOA have reason to expect.

#### HOW DO WE FULFILL THE MISSION?

- By operating a legal and ethical homeowners' association according to the provisions of FL statute 720, applicable national, state and local ordinances, and the OVPOA governing documents.
- By raising sufficient funds to operate, maintain and improve common amenities – pool, tennis courts, golf course and restaurant – so as to meet the diverse needs of our ownership.
- By strategically improving common amenities and infrastructure (roads and buildings) to ensure continuing market competitiveness.

***RULES AND REGULATIONS  
OF  
OCEAN VILLAGE***

The following is a compilation of the overall Rules & Regulations established by the Board of Directors of the Ocean Property Owners Association, Inc. in accordance with the authority granted it in the P.O.A. Bylaws.

All owners, renters and guests are obligated to adhere to these Rules & Regulations so as to ensure the proper usage of the facilities and perpetuate the high quality of our community.

***ENTRANCE AND REGISTRATION***

Upon entrance to Ocean Village all renters and guests must register at the Security Gatehouse. Owners may be issued Automobile Identification Decals and Entrance Bar Codes at the Administration Office. Identification Decals and Bar Codes will be issued at no charge for owners' cars (maximum 2 vehicles). A fee will be charged for additional decals and bar codes. Seasonal (minimum of 2 months) and long term renters may obtain a bar code with proof of lease and cluster permission for a fee. **ALL BARCODES MUST BE AFFIXED TO VEHICLES BY ADMINISTRATIVE STAFF – BARCODES WILL NOT BE GIVEN TO RESIDENTS TO USE FOR MULTIPLE VEHICLES.** Private golf carts or golf cars are NOT permitted on Ocean Village property at any time.

**Residents should notify Security of expected guests, deliveries, or service companies to facilitate entrance to the Village.** A gatehouse input form should be completed and submitted to the Administration Office alerting Security of regular permanent visitors or vendors. On this form, you will need to submit a "Primary Contact Number" and a four digit numerical "Pin" number – NOTE: This is a new procedure for 2015 – please complete this form as soon as possible. The form is available on [www.oceanvillage.com](http://www.oceanvillage.com) on the POA page or may be obtained at the Administration Office.

***PARKING***

Overnight parking IS NOT PERMITTED ON POA property. Pickup trucks and motorcycles are permitted to park overnight on cluster property **with cluster permission only.**

**NO OTHER INTERPRETATION OF THESE RULES WILL BE ACCEPTED!**

***GENERAL PROVISIONS***

ALL PERSONS USING THE RECREATIONAL FACILITIES AT OCEAN VILLAGE DO SO AT THEIR OWN RISK!

- a) All owners, renters and guests must display a valid ID wristband while using the recreational facilities. SEE ATTACHED WRISTBAND POLICY. Wristbands must be worn at all times when using the recreational facilities and Tiki Bar. The recreation and security staffs will restrict facility privileges unless ID wristbands are displayed and worn in plain sight.
- b) The number of guests from any one unit using the recreational facilities in a given day is limited to four. If a larger number of guests are expected, contact the Recreation Office for temporary wristbands. (772-429-7415).
- c) All persons under 13 years of age must be accompanied by a responsible adult while using any of the recreational facilities. (NOTE: See sauna, Fitness Center and spa rules for age restrictions).
- d) Persons must wear cover ups in the Beach Club while wearing wet clothing, especially going to and from the restroom and sauna. Outside restrooms are available adjacent to the Beach Club pool.
- e) If any injury occurs while using a recreational facility, a staff member of the Recreation Department should be notified immediately (772-429-7415) between the hours of 8 a.m. and 6 p.m.; at all other times, notify the Security Department at 772-467-2901.
- f) No nuisances or disturbances will be permitted which interfere with the peaceful pursuit of leisure activities at Ocean Village.
- g) Trash cans in the recreation areas, including golf course, must **not** be used for the disposal of raw garbage, dead fish, unwrapped food, diapers, or animal waste.
- h) Owners and renters are responsible for damage to, or the defacing of, any property at Ocean Village which they or their guests have caused.
- i) Recreational equipment, including bocce balls, tennis racquets, golf clubs, shuffleboard equipment, beach volleyball, etc., may be rented at the Recreation Office. Persons under 13 must have adult supervision. All equipment must be returned in satisfactory condition to the office at the conclusion of play.
- j) When wearing bathing suits, cover-ups are to be worn (both genders) at all times when not in the areas of the pool or the beach.

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- k) When using the beach, State Law requires the use of beach access walkways. This is for the protection of the dune line.
- l) All recreation facilities, including but not limited to bocce courts, shuffleboard courts, pickleball tennis courts and basketball courts, must have playing time arranged through the Recreation Department so as to not interfere with regularly scheduled league play.
- m) The facilities owned by Ocean Village Property Owners Association, Inc. shall not be utilized by any owner, tenant, occupant and/or guest for commercial purposes. No individual or business entity is permitted to utilize any of the Ocean Village Property Owners Association, Inc. facilities without the express consent of Ocean Village Property Owners Association, Inc., whose decision to approve or disapprove the use of its facilities is final, and to be made in the sole discretion of Ocean Village Property Owners Association, Inc.

### ***PET OWNERSHIP***

No animals or pets of any kind shall be kept in any unit or on Ocean Village property without the specific written approval (PET PERMISSION AGREEMENT) of the cluster condominium Board of Directors.

- a) Pets are required to be restrained by leash while outdoors and are not allowed in **any recreational areas**.
- b) Pet waste is the responsibility of the pet owner and must immediately be picked up, wrapped and disposed of in cluster dumpsters.
- c) Renters and guests are not allowed to bring dogs, cats or other pets to Ocean Village **without written cluster permission**.
- d) Pets must be registered with the City of Fort Pierce and exhibit valid license if they are here for a period of 30 days or longer.

### ***SWIMMING POOLS***

- a) Everyone entering the pool areas (including Tiki Bar, Bocce, basketball and shuffleboard courts) must have an Ocean Village ID wristband, clearly visible, IN PLAIN SIGHT on their person.
- b) Swimming pool hours are from 7:00 a.m. to 9:00 PM. at all lighted pools. Other pools close at dusk.
- c) Persons using the pool must observe the rules posted in the pool area. The safety line must be in place at all times pursuant to FS 64E-9.006(1)(c)2.b.,F.A.C. Under no circumstances shall this line be moved.
- d) Audio devices must be used with earphones in the pool areas, except for organized activities.
- e) Persons under three (3) years of age are prohibited from being in the pools. They may use the toddler pool only.
- f) **NO** use of infant or adult diapers in pools.
- g) Floats, rafts, surfboards, balls, Frisbees, or any other toy or floatation device are not allowed in the pools.

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- h) The deposit of towels or other possessions may **not** be used to reserve pool furniture. The Recreation Staff shall remove any such items if they have been on the furniture for over ½ hour.
- i) Pool furniture must be covered with a towel for protection from persons using suntan lotions, oils, etc.
- j) Pool furniture is for use at poolside only and may not be moved to the beach or other areas.
- k) Food may not be brought onto or consumed on any pool deck. No glass of any type (bottles, containers, cups, glasses etc.) is allowed within the fenced pool area. Only food and beverages purchased at the Tiki Bar may be consumed on the Tiki deck.
- l) Bicycles, skateboards, scooters, skates, etc., are not permitted in **any recreational areas**.
- m) No drinking, smoking, or eating will be permitted in any pool.
- n) Tar and sand must be removed before entering the pools or using any of the recreational facilities. State law requires that all persons shower before entering the pool.
- o) No diving is allowed in any pool.
- p) No pets allowed in pool areas.
- q) No disturbances will be permitted which interfere with the peaceful pursuit of this facility.
- r) Proper swimming wear is required...No cut offs.
- s) Persons under 13 must have adult supervision.
- t) Persons with infections are not allowed in pools.
- u) Should an injury occur, please contact a member of the Recreation Staff at 772-429-7415.

### ***SPA***

- a) Persons under 13 years of age are not allowed in the spa.
- b) Anyone using the spa must shower before entering.
- c) No eating, drinking, or smoking is permitted in the spa.

### ***SAUNA***

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- a) Persons under 16 years of age are not allowed unless accompanied by a responsible adult.
- b) Smoking is prohibited.
- c) Appropriate attire is recommended.

***FITNESS CENTER***

- 1. Please sign in prior to using equipment and sign out when leaving.
- 2. A valid Ocean Village ID wristband must be worn at all times and be visible in PLAIN SIGHT while using the facility.
- 3. Maximum time on any equipment is 30 minutes if others are waiting. Do not rest or loiter on the equipment.
- 4. Wipe off each piece of equipment after your use, using sanitary towels and sanitizing spray provided. Do not wear cologne or perfume while using equipment.
- 5. Immediately after use, re-rack all weights and return all equipment to its proper place.
- 6. Glass containers of any type, all food and all liquids, other than water in capped, plastic bottles are at all times banned from the foyer and Fitness Center.
- 7. No smoking or other use of tobacco is permitted in the foyer or in the Fitness Center.
- 8. No one under 16 years of age permitted in Fitness Center or foyer, whether or not exercising. No pets are allowed except dogs which are specifically trained and certified to assist a physically challenged person and are actually being used for that purpose.
- 9. Owners are responsible for the actions of and any damages caused by their family members and guests, including tenants.
- 10. No loud noise, disorderly conduct, or profanity is permitted. Due to echo problems in the Fitness Center, all TVs must remain on mute and all personal radios or other audio equipment must only be used with earphones.
- 11. Turn off cell phones prior to entering the Fitness Center. Do not make or accept cell phone calls while in the Fitness Center.
- 12. Appropriate exercise attire must be worn at all times. Bare chests and/or bathing suits are not permitted. Clothing shall not bear inappropriate language or images. Athletic shoes are required in the Fitness Center and while using all equipment. No bare feet, street shoes, flip flops, shower shoes, aqua or beach shoes, sandals, or open shoes allowed.

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13. Do not move any equipment. Do not drop weights. Do not take any equipment from the Fitness Center. Leave TV remotes in the storage spaces provided on the cardio equipment.
14. Gym bags, jackets, and personal items must be kept in lockers in the foyer and removed when you leave. Any items left in lockers will be removed at end of day. Do not place personal items on the floor or on the equipment.
15. Exercise and use equipment at your own risk. It is recommended that you have a physical exam and/or consult with a physician and a personal trainer before exercising. Learn proper operation of the equipment prior to use. Ocean Village assumes no responsibility for injury to persons or property or for lost, stolen or damaged property. By your use of this Fitness Center and/or equipment, you agree to indemnify and hold harmless Ocean Village, the POA, its officers, directors, and employees, from any and all claims of injury or damage of any nature, whether to person or property, arising out of or in any way related thereto.
16. Report all equipment malfunctions, personal injuries, and specific concerns immediately to the Recreation Office.
17. NOTE: The use of the Fitness Center is a privilege, not a right. The Fitness Center is monitored by closed circuit TV and Recreation and Security staff members will make periodic inspections. Everyone must comply with these Rules and with any directives from Staff or Management. Failure to do so may result in actions as specified in the Covenants and Rules Enforcement policy.

### **HOURS ARE POSTED**

## ***CLUBHOUSES***

**(Smoking is prohibited in all OV buildings) – NOTE! Wi-Fi is currently available at the Aruba Center, the Cayman Center and the Ocean Village Library however when a meeting or scheduled event is underway, please be courteous and use another facility. Your neighbors thank you!**

The recreation areas (Ocean Village Beach Club, the Ocean Village Clubhouse, the Aruba Center, Cayman Center and the Bermuda Recreation Center) hours of operation are from 7:00 AM to 10:00 PM, unless there are preplanned activities which must be approved and scheduled in advance.

BEACH CLUB facilities include: swimming pool, toddler pool, spa, sauna, Fitness Room (hours for Fitness Room are 5:00 a.m. until 10:00 p.m.), Card Room, Library, Bocce courts, shuffleboard courts, basketball courts, beach volleyball, pickleball courts, horseshoe and corn hole.

ARUBA CENTER facilities include: swimming pool, kitchen, and two meeting rooms.

BERMUDA RECREATION CENTER facilities include: swimming pool, two (2) pickle ball tennis courts, and the screened Bermuda Center, which may be reserved for small gatherings.

CAYMAN CENTER facilities include: swimming pool, Arts & Craft room, kitchen, and shuffleboard

## 2015 APPROVED RULES AND REGULATIONS

courts. The Arts & Craft room will be open only during regular programming or by special request. Limited parking facilities are available at the Cayman Center.

OCEAN VILLAGE CLUBHOUSE facilities include: meeting/game room and a kitchen.

A \$300 refundable deposit in addition to completion of the Facilities Reservation Agreement will be required for any owner group wishing to reserve the Aruba Center, Cayman Center or OV Clubhouse for a limited private party or other activity. There is a charge for set-up and clean-up. Reservations should be made well in advance through the Recreation Office.

### ***GOLF COURSE REGULATIONS – YEAR ROUND RULES***

Possession and display of valid Ocean Village wristband is required. The bona fide occupants (owners and renters) of the unit to which the wristbands are issued may only use the two (2) owner or renter wristbands issued by the Property Owners Association (POA) to each unit. Anyone - excluding children under 10 years of age - must have an approved wristband.

- a) Each player must have his/her own set of clubs (at least a putter and three (3) others) in a carrier. Rental sets are available from either the Golf Shack or Recreation.
- b) No more than four (4) persons may play in any one group.
- c) Practicing is not allowed on the course. A practice putting and pitching green, in addition to a golf practice net are provided for this purpose.
- d) Paths, where provided, must be used.
- e) All roped-off areas and directional signs must be observed.
- f) Observe all “grounds under repair” signs.
- g) Use caution when crossing the roads in Ocean Village.
- h) Place all refuse in proper receptacles.
- i) Use of tees is required on grass tee boxes (wooden tees are preferred).
- j) Powered golf carts may not be used on the course.
- k) Broken windows should be reported to the Golf Shack so owners can be notified. The POA assumes no liability for any damages to persons or property which may be caused by errant golf balls and, in accordance with Florida law, will take no steps to repair any such damages, on either a permanent or a temporary basis.
- l) Golf course hours are from 7:30 AM until dark.
- m) Proper golf attire is mandatory, including shirts and shoes. (NO BATHING SUITS OR TANK TOPS).

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- n) Fishing for, or retrieval of, balls from golf course ponds is prohibited, except for the right of a player to recover his own ball during play, without unduly delaying play on the golf course.
- o) Any golfer may retrieve an errant golf ball from any planted area as long as destruction of landscaping or property does not occur.
- p) The starters and rangers have the authority to enforce Golf Course Rules and Regulations.
- q) All players must observe the Annual Golf Program Regulations, which are established by Management.

### ***GOLF COURSE – SEASONAL RULES***

- a) The season is normally from December 15th to April 15th. Exact dates will be posted prior to the opening of each season.
- b) During the season, play is by reservation. Reservations may be made anytime online at [www.oceanvillage.com](http://www.oceanvillage.com) or after 7:30 a.m. by telephone 772-467-0102. NOTE: Only **same day** reservations may be made by telephone or in person at the Golf and Tennis Shop. Information on the procedures for making reservations, limitations on such reservations and the amount of registration or other fees will be publicized and posted prior to each season.
- c) Foursomes are encouraged. Threesomes or less may be matched with other golfers.
- d) After six (6) strokes per hole, the ball must be picked up and the player must proceed to the next hole. This is required to speed up play.
- e) All players must start at the first tee.

### ***OCEAN VILLAGE TENNIS RULES***

Seasonal Tennis Rules & Reservation Policy – December 15 through April 30

Prime Time – for hard courts 8:00 AM to 12:30 PM daily. Prime Time – for soft courts is 7:30 AM to 5:30 PM. Soft courts must be swept by players after each reservation period. Courts will be closed from 12:30 PM to 1:30 PM for maintenance.

Non Prime Time – applies to ONLY hard courts from 12:30 PM – 10:00 PM daily.

Court Times – are 1.5 hours per period.

Tennis Wristbands – Ocean Village owners and renters may purchase wristbands in the Golf and Tennis Shop from December 1 and are valid until November 30 of the following year. During non-Prime Time, wristbands are not required for anyone desiring to use the courts. A list of persons purchasing wristbands will be kept in the Golf and Tennis Shop.

Reservation System – An individual may reserve one (1) court for one time period, per day, during Prime Time. No more than two (2) reservations per unit, per day during Prime Time. All players are limited to no more than 3 hours of play per day during Prime Time. Court reservations are the preferred method of guaranteeing a court

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both during Prime and non-prime times. Reservations not used within 10 minutes after the starting time are cancelled and the court becomes available on a first come/first served basis. Courts may not be reserved during round robin or other sanctioned activities such as Bernie's Games, socials, team tennis or other events determined by the Tennis Committee.

Making a Reservation – Reservations may be made same day and up to two (2) days in advance online at [www.oceanvillage.com](http://www.oceanvillage.com). Telephone reservations and in person reservations at the Golf and Tennis Shop are available SAME DAY ONLY from 8:00 AM- 5:00 PM by calling 772-467-0113. Reservations require a tennis wristband to be worn by each player while using the court. Players should sign in 15 minutes prior to court time at the Golf and Tennis Shop.

Reservation Priorities – The sequence of tennis events and their priorities are listed from the top down.

1. Round Robin Play – daily 9:00 AM to 11:00 AM on courts 3, 4, 5 and 6. During Bernie's Games Round Robin will run from 8:00 AM until 10:30 AM on Mondays.
2. League Team Tennis – 11:00 AM to 1:30 PM, courts 3, 4, 5 and 6 on scheduled days.
3. Bernie's Games Tennis – 11:00 AM to 5:00 PM on day scheduled, usually Mondays from mid January to end of March.
4. Open Play – 12:30 PM – 10:00 PM, courts 7, 8, 9 and 10.

Court Attire – Proper tennis attire is required. Shirts and tennis shoes (no sneakers allowed on soft courts) must be worn at all times. Half shirts, tank tops, cut-offs, and bathing suits are not permitted.

Outside Guest Privileges – Ocean Village owners and renters may have outside guests for the day, but the owner/renter must accompany such guests while using Ocean Village tennis facilities. Each owner/renter can have no more than 1 outside guest per play.

Family Members as Guests - The same rules that apply to owners/renters apply in this case. Wristbands are required when Prime Time play is desired. Children under the age of 13 do not need a wristband as long as they play with a responsible adult, and play is during non-Prime Time.

Round Robin Play – is available everyday as follows: From 9:00 AM to 11:00 AM on Courts 3, 4, 5, and 6. Players will line up in order of arrival to start play. Replacement players are sequenced by arrival times. This is an honor system. The round robin is not supervised, except for volunteered services of players familiar with the format. Each round of play will consist of five games, 'no add'. Those who have completed one round should sit out the next round, thus allowing those waiting to play. All players are asked to cooperate with the person organizing and running the session so that those participating have as much equal time on court as possible.

Bernie's Games – begin the middle of January and are played for 10 weeks. Historically these games are played on courts 3, 4, 5, and 6 starting at 11:00 AM - 5:00 PM on Mondays. These games take precedence over Prime Time reservations on the day they are played. The 7:30 AM to 9:00 AM reservation time will not be available during Bernie's Games due to court maintenance.

Failure to Comply – with any of the rules stated above may result in the loss of player reservation privileges,

2015 APPROVED RULES AND REGULATIONS  
and/or playing privileges.

Rule Amendments – Rules will be reviewed annually by the Tennis Committee and desired changes will be submitted in writing to the OVPOA. Rules may be amended, in writing by the OVPOA, at other times as necessary to accommodate unforeseen circumstances. These amendments will be published in the Golf and Tennis Shop.

Violations of rules should be reported to the Golf and Tennis Shop when open, or secondly to the Recreation Department, and thirdly to the OV Security if it is warranted and/or damage to any OV amenities is involved.

Non-Seasonal Rules & Reservation Policy – May 1 through December 14

Prime Time – is not applicable during this period.

Tennis wristbands – are not required during this period.

Court Usage - is on a first come/first served basis for owners/renters.

Reservations System – is not operational during this period.

Rules – all other applicable rules apply during this period.

***OWNER/RESIDENT RESPONSIBILITIES***

If you wish to make an alteration or structural modification to the exterior of your unit, you must first obtain cluster approval and then submit your written request (forms available) to the OV Architectural Board of Review (ABR). Should a violation occur, procedures are in place.

Excessive or loud noise prohibited before 7:30 AM or after 10:00 PM (except for golf and tennis maintenance) not only at pools, but also in cluster areas.

Personal and commercial notices are permitted only on bulletin boards at the Aruba, Cayman, and Bermuda Centers.

Nothing is to be hung over railings on buildings at any time (i.e. rugs, towels, swimsuits, etc.)

No fishing or swimming in ponds/lagoons is permitted.

All unit owners must leave current addresses and telephone numbers with Administration.

***COVENANTS AND RULES ENFORCEMENT COMMITTEE***

Covenants and Restriction compliance actions may result from complaints by association members or as the result of reviews by the Property Manager. All complaints by association members must be submitted in writing to the Property Manager.

Complaints are reviewed by the Committee which has the power to dismiss the complaint or to penalize violators through monetary penalties (Rules infractions) or through temporary or permanent suspension of the violator's privileges to use some or all of Ocean Village amenities (90+ day delinquencies in maintenance fees

***KEY POLICY***

Administrative staff will give out keys during regular office hours to cluster employed window washers and exterminators for regular service. Under no circumstances will owner keys be given out to or accepted from contractors, housekeepers, owner-employed window washers and exterminators, tenants, guests, neighbors, delivery services or anyone else other than to the owner himself or herself. Owners requesting their own keys after hours on a non-emergency basis will incur a monetary charge. An owner locking himself out of his apartment is not considered to be an emergency.

Administration will retain owner keys for use in true emergency situations and for the limited uses set out above. Copy of complete key policy is posted in the Reception Area of the Administrative building.

**OCEAN VILLAGE WRISTBAND POLICY**

All residents, including owners, guests and tenants, (excluding children under 10 years of age) must wear the appropriately designated wristband IN PLAIN SIGHT while using any amenity at Ocean Village. Those amenities include all sports and recreation facilities, including all pools, bocce, tennis, golf, shuffleboard, basketball, pickleball, cornhole, saunas, Fitness Center and the Tiki Bar. Each unit is issued two green owner and four red guest wristbands. Rental units may also be issued two rental wristbands.

Wristbands will be replaced free of charge if broken wristband is brought into the Administration Office.

Cost for replacement wristbands for Owners, Guests and Renters are \$20.00 each. Administration will handle the distribution of permanent Owner and Guest wristbands.

The Association has established a policy for the purchase of “Temporary Wristbands”. Any owner or renter may purchase a wristband at a fee of \$20 each – fully refundable upon return of the temporary wristband. Temporary Wristbands will be issued only by the Recreation Department and only cash will be accepted.

**OWNER WRISTBANDS-GREEN & WHITE**

- Owners are required to wear wristbands IN PLAIN SIGHT, while using any amenity.
- If the owner does not have a wristband, he/she will be asked to leave and return with a wristband, which must be worn in PLAIN SIGHT.
- If the owner refuses to leave the amenity, Security will ask the owner to leave the amenity and will then file an incident report which will be given to Management.

**GUEST WRISTBANDS-RED & WHITE**

- Guests are required to wear the wristbands IN PLAIN SIGHT, while using any amenity.
- Owners may utilize the “Temporary Wristband” procedure for their guests.
- If the guest does not have a wristband, he/she will be asked to leave the amenity and return with a wristband, which must be worn in PLAIN SIGHT.
- If guests refuse to leave the amenity, Security will ask the guest to leave the amenity and will then file an

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incident report which will be given to Management.

**RENTAL WRISTBANDS-COLORS DETERMINED ANNUALLY**

- Renters are required to wear the wristbands IN PLAIN SIGHT while using any amenity.
- Unit owners are required to provide wristbands for their renters (all owners will receive 2 rental wristbands at no charge upon request).
- Rental agencies (Realtors) are required to provide wristbands for their renters.
- RENTERS who for whatever reason do not have wristbands provided (i.e. absentee owners who forgot) may utilize the “Temporary Wristband” procedure.
- If the renter does not have a wristband, he/she will be asked to leave the amenity and return with a wristband, which must be worn in PLAIN SIGHT.
- If the renter refuses to leave the amenity, Security will ask the renter to leave the amenity and will then file an incident report which will be given to Management.

**FAILURE TO COMPLY WITH THIS POLICY COULD RESULT IN A TEMPORARY OR PERMANENT REVOCATION OF THE RIGHT OF AN OWNER, GUEST OR RENTER TO USE AMENITIES.**



PUBLIC WORKS  
ENGINEERING DIVISION  
DEVELOPMENT REVIEW  
COMMITTEE

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**November 9th, 2018**

**Project:** Rose Dwelling Rental  
**Subject:** SURVEY REVIEW  
**To:** Vennis Gilmore  
**From:** Rod Reed, PLS  
SLC-Engineering Division

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

**SURVEY:**

- 1) 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](http://www.stlucieco.org)  
Ph. (772) 462-1721  
E-mail [reedr@stlucieco.org](mailto:reedr@stlucieco.org)*



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Coldwell Banker Paradise  
100 Mainsail  
Fort Pierce, FL. 34949

Re: **Conditional Use – Rose Dwelling Rental – 1002 Winward Drive #3101**

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Dear Coldwell Banker,

The following are comments from the Planning Department's review of the application for a Conditional Use with No New Construction in the R-4A, Hutchinson Island Medium Density Residential Zone (**Please Provide a Written Response and any revisions to all responsible Departments November 26<sup>th</sup> to be placed on the December Planning Board Agenda**):

- 1) The maximum occupancy of the home 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-one (31) days of Conditional Use approval.**
- 5) Limit no more than 2 vehicles.**
- 6) Include the City of Fort Pierce Business Tax property control number on all advertising.**

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](mailto:vgilmore@city-ftpierce.com).

Sincerely,

Vennis Gilmore  
Planning Analyst

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

**Property Identification**

Site Address: 1002 Windward DR 3101  
 Sec/Town/Range: 18/35S/41E  
 Map ID: 25/18N  
 Zoning:

Parcel ID: 2507-888-0049-000-5  
 Account #: 155675  
 Use Type: 0400  
 Jurisdiction: Fort Pierce

**Ownership**

Rose Smith  
 80 Ardell Rd  
 Bronxville, NY 10708

**Legal Description**

OCEANHOUSES AT SOUTHPOINTE PHASE III (OR 1996-1228) UNIT 3101 (OR 2000-2971)

**Current Values**

Just/Market Value: \$477,700  
 Assessed Value: \$464,997  
 Exemptions: \$0  
 Taxable Value: \$464,997  
 Taxes for this parcel: SLC Tax Collector's Office  
 Download TRIM for this parcel: [Download PDF](#)



**Total Areas**

Finished/Under Air (SF): 1,978  
 Gross Area (SF): 2,128  
 Land Size (acres): 0.02  
 Land Size (SF): 1,000

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jun 24, 2004	2000 / 2971	XX00	SP	R C R Development Co Inc,	\$385,000
May 6, 1998	1144 / 0493	XX01	WD	OCEAN ESTATES INC	\$2,100,000

**Building Information (1 of 1)**

Finished Area: 1,978 SF  
 Gross Total Area: 2,128 SF

**Exterior Data**

View:  
 Building Type: X212  
 Grade: X12A  
 Story Height: 1 Story

Roof Cover:  
 Year Built: 2003  
 Effective Year: 2003  
 No. Units: 1

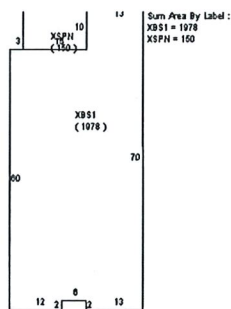
Roof Structure:  
 Frame:  
 Primary Wall: CB Stucco  
 Secondary Wall:

**Interior Data**

Bedrooms: 2  
 Full Baths: 2  
 Half Baths: 1  
 A/C %: 0%

Electric:  
 Heat Type:  
 Heat Fuel:  
 Heated %: N/A%

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



**Sketch Area Legend**

Sub Area	Description	Area	Fin. Area	Perimeter
XBS1	Base Floor Living Area (Value Calculated)	1978	1978	206
XSPN	Screen Porch No Value	150	0	50

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
------	-----	-------	----------

**Current Year Values**

Current Values Breakdown

Building:	\$477,700
Land:	\$0
Just/Market:	\$477,700
Ag Credit:	\$0
Save Our Homes or 10% Cap:	\$12,703
Assessed:	\$464,997
Exemption(s):	\$0
Taxable:	\$464,997

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
----------	------------	------	-------------	--------

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2005	0041	0.6	Fort Pierce Stormwater Charge	\$32.40

This does not necessarily represent the total Special Assessments 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**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$477,700	\$464,997	\$0	\$464,997
2017	\$470,100	\$422,725	\$0	\$422,725
2016	\$413,400	\$384,296	\$0	\$384,296

**Permits**

Number	Issue Date	Description	Amount	Fee
BP15-2105	Aug 14, 2015	Air Conditioning Only	\$4,400	\$155

# DRAFT



## CITY OF FORT PIERCE PLANNING BOARD

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### Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, **DECEMBER 11, 2018**, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Present: **Jovona Parker; Michael Broderick; Bob Burdge; Brian Paul; Frank Creyaufmiller, Chairman**

Absent: **Tim O'Connell; Gloria Johnson-Scott**

Staff Present: **Benjamin Bryan , Interim City Attorney  
Rebecca Grohall , Planning Director  
Rebeca Guerra , Assistant Planning Director  
Vennis Gilmore , Planning Analyst  
Brandon Creagan , Planner  
Alicia Rosenthal , Executive Assistant**

4. **CONSIDERATION OF ABSENCES**

Ms. Johnson-Scott and Mr. O'Connell called in with reasonable excuses for not attending.

5. **APPROVAL OF MINUTES**

- a. Minutes from the November 13, 2018 meeting

**Motion was made by Michael Broderick, and seconded by Jovona Parker to approve the minutes from the November 13, 2018 meeting.**

**AYE: Bob Burdge, Brian Paul, Jovona Parker, Michael Broderick, Chairman Frank Creyaufmiller**

Passed

**6. NEW BUSINESS**

**a. Conditional Use - Little Scholars Academy/Child Day Care Facility - 810 S. 6th Street**

This item was moved to the January 8, 2019 Planning Board meeting.

**b. Conditional Use - Bifulci & Paglia Dwelling Rental - 355 S. Ocean Drive #304**

Mr. Gilmore gave an overview of the application.

Nancy Rayborn, Real Estate Broker, stated she would fulfill the role of the property manager. Ms. Rayborn explained the HOA regulations for rentals is twice per year and more than 60 days but the owner wants a 90 day to 6 month tenant.

Ms. Grohall stated that if the rental is longer than 6 months, it would be regular rental.

Mr. Broderick suggested the Planning department consider that the applicant provide a property management contract to the city.

No one spoke against the application.

**Motion was made by Michael Broderick, and seconded by Jovona Parker to forward a recommendation to 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.**
- 6) Include the City of Fort Pierce Business Tax License number on all advertising.**

AYE: **Brian Paul, Jovona Parker, Michael Broderick, Bob Burdge, Chairman Frank Creyaufmiller**

Passed

**c. Conditional Use - Smith Dwelling Rental - 1002 Windward Drive #3101**

Mr. Gilmore gave an overview of the application.

Mellissa Allison, Property Manager, stated she would be assigned to the rental.

No one spoke against the application.

**Motion was made by Jovona Parker, and seconded by Brian Paul to forward a recommendation to 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.**
- 6) Include the City of Fort Pierce Business Tax License number on all advertising.**

AYE: **Jovona Parker, Michael Broderick, Bob Burdge, Brian Paul, Chairman Frank Creyaufmiller**

Passed

**d. Conditional Use - We Buy Scrap - 3340 Enterprise Road**

This item was moved to the January 8, 2019 Planning Board meeting.

**e. Conditional Use - Wilson Vehicle Storage - 2422-601-0001-000-4**

Chairman Creyaufmiller expressed that he had the opportunity to visit with Mr. Wilson.

Mr. Creagan gave an overview of the application and answered questions from the Board on property violations, asphalt millings, landscape hedge, fencing and irrigation.

Gregg Boggs, Applicant Representative, explained that the millings were removed on December 11, 2018 and that a Cocoplum hedge grows 4-8 feet in height. Mr. Boggs stated the property is secured with a gate and the plan is to have temporary irrigation. Mr. Boggs said the vehicle storage is for overflow and additional car storage for the Cars Unlimited business only and no service work will be performed.

Ms. Grohall stated that the irrigation plan is required at the time of building permit.

Board discussion ensued on landscaping and screening around the entire location.

**Motion was made by Bob Burdge, and seconded by Michael Broderick to forward a recommendation to the City Commission for approval of the request as presented with the following conditions**

- 1. A lighting plan or photometric survey that demonstrates compliance with City Code 22-60 (j)(1)(a) must be submitted with the building permit.**
- 2. Provide a 5 foot wide concrete sidewalk along South 3rd Street. This sidewalk shall extend to the limits of the property.**
- 3. At time of Building Permit submittal, the applicant shall provide detailed drawings complete with sidewalk and driveway construction information.**
- 4. Ensure that all outstanding Code or Building Department violations are resolved prior to the submittal of the building permit for site improvements.**
- 5. The Cocoplum hedge extend around the total perimeter of the property.**

AYE: **Michael Broderick, Bob Burdge, Brian Paul, Jovona Parker, Chairman Frank Creyaufmiller**

Passed

f. **Conditional Use with New Construction - Ghezzar Single Family Residence - 410 S. Ocean Drive**

Mr. Creagan gave an overview of the application.

Tom Cooper, Architect and Applicant Representative, provided background for the proposed house and stated the home location was moved back 10 - 15 feet to the west.

Steve Weaver, Adjacent Property Owner, voiced his concerns with the distance of the house from the street and the design in accordance with City of Fort Pierce code 22-58 and 22-59 and he also stated the application was incomplete.

Elissa Ghezzar, Owner, stated the home is a small footprint with a minimalist design. Ms. Ghezzar stated they were looking for a clean look and the area doesn't warrant million dollar homes.

Ms. Grohall stated the item can be tabled and once the Planning department receives and reviews the balance of the drawings, the item would go back to the Technical Review Committee and then be rescheduled for the February Planning Board meeting.

**Motion was made by Bob Burdge, and seconded by Jovona Parker to table the application.**

AYE: **Bob Burdge, Brian Paul, Jovona Parker, Michael Broderick, Chairman Frank Creyaufmiller**

Passed

g. **Major Amendment to Planned Development - Discovery Church - 4403 S. 25th Street**

Ms. Guerra gave an overview of the application.

Tod Mowery, Applicant Representative from Redtail, gave a presentation on the Church and stated the original proposal was part of the Oak Alley Planned Development in 2003. Mr. Mowery stated a 7,200 square foot church site is being relocated from Savannah Ridge Elementary school. Mr. Mowery answered questions from the Board on church utilization and traffic.

Mike Menard, Architectonic, was available for questions from the Board

Pastor Tim O'Carroll explained he would like to add a youth ministry night and after school mentorship.

**Motion was made by Bob Burdge, and seconded by Jovona Parker to recommend approval of the request as presented, subject to two (2) Conditions of Approval:**

- 1. Provide a lighting plan or photometric survey that complies with City Code 22-60U)(1)(b).**
- 2. Provide bicycle parking at a rate of 1 bicycle space per 10 motor vehicle spaces pursuant to City Code 22-60(f)(1)(a). Please follow the design, location, and size requirements of City Codes 22- 60(f) (1)(b)-(d). The required number of bicycle spaces would be 11 according to the parking spaces provided on the Site Plan.**

AYE: **Brian Paul, Jovona Parker, Michael Broderick, Bob Burdge, Chairman Frank Creyaufmiller**

Passed

**h. Major Amendment to Planned Development - Harbour Isle- 825 Seaway Drive**

Mr. Creagan gave an overview of the application and answered questions from the Board on the number of storefronts, transit availability, bike fix it station, curb cuts, dumpster enclosure, pedestrian access and deceleration lane.

David Baggett, Applicant Representative from Engineering Design and Construction, stated they had a Pre-Application meeting with the Florida Department of Transportation (FDOT) and trip generation, traffic, driveways and curb cuts were discussed. Mr. Baggett said there will be two points of entry into the shopping center. Mr. Baggett answered questions from the Board on traffic safety, deceleration lanes and a cross easement agreement.

Craig Mason, Applicant, elaborated on the Pre-Application meeting with FDOT and stated the traffic study includes all the potential uses on the site; Cumberland Farms, medical development and retail development. Mr. Mason stated they had a meeting with the Harbour Isle residents and a pedestrian walkway was added to purely serve the residents and adding another driveway is out of their hands because it is being handled by FDOT. Mr. Mason said he would be willing to further the discussion with the residents to address their concerns.

Diane Barbaret, Harbour Isle Resident, provided the Board with a handout addressing the concerns of several Harbour Isle residents.

Rob Robertson Harbour Isle Resident, voiced his concerns on proper cleanliness of the retail center and he showed pictures of solutions for an enclosed trash receptacle.

Annette Rudd, Harbour Isle Resident, suggested that the colors and roofing of Harbour Isle Shoppes mimic Harbour Isle.

Bobby Malatesta, Harbour Isle Resident, provided a handout to the Board detailing the health and safety concerns for the proposed Harbour Isle Shoppes.

Board discussion ensued regarding an additional meeting with the developer and residents regarding their concerns.

Pat Delvechio, Harbour Isle Board Member, stated the Board is not actively involve with the discussion and they have not taken a position at this time.

Chairman Creyaufmiller stated he was surprised that the Harbour Isle's Associations aren't being represented at the meeting.

Ms. Grohall stated, from the beginning of this project staff encouraged the applicant to work with the Harbour Isle group and it seems the applicant fulfilled the request.

Mr. Broderick asked if the Planning Department can work with the development team to address the residents concerns.

**Motion was made by Bob Burdge, and seconded by Jovona Parker to forward a recommendation of approval to the City Commission with the following conditions.**

**1. A six (6) foot wall or opaque fence is constructed on the property line that borders the residential component of Harbour Isle. The landscaping that is currently on this property line must also stay in place.**

**2. A bike fix it station be included.**

**AYE: Jovona Parker, Michael Broderick, Bob Burdge, Brian Paul, Chairman Frank Creyaufmiller**

Passed

## **7. BOARD COMMENTS**

Ms. Grohall thanked the interim City Attorney, Judge. Bryan, for his steadfast guidance and she stated that a new City Attorney, Peter Sweeney, has been chosen and will be starting the beginning of January.

Mr. Bryan stated he was pleased to have the opportunity to work with the City.

## **8. ADJOURNMENT**



**PUBLIC NOTIFICATION CERTIFICATION**

**PROJECT NAME:** Conditional Use - Smith Dwelling Rental - 1002 Windward Drive #3101

**NOTICES PROVIDED PURSUANT TO:** City Code Section 22-143. Public Hearings A,B,C, & D

**NOTICE BY NEWSPAPER:** December 23, 2018

**NOTICE BY MAIL:** December 17, 2018

**NOTICE BY SIGNS:** Planning Board - December 6th, 2018; City Commission - December 27th, 2018

**VERIFIED BY:** Vennis Gilmore

**TITLE:** Planning Analyst

**SIGNATURE:**

**DATE:** December 26th, 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)	2190832	CITY OF FORT PIERCE NOTICE OF PUBLIC	CU 01.07

Pub Dates  
December 23, 2018

Sworn to and subscribed before me this day of, December 24, 2018, by

Natalie Zollar, who is  
 Natalie Zollar  
 personally known to me or  
 who has produced \_\_\_\_\_ as identification.

Karol E Kangas  
 Karol Kangas Notary Public



**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, January 7, 2019 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 a Conditional Use with No New Construction submitted by property owner, Rose Smith, 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 1002 Windward Drive #3101, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2507-888-0049-000-5.

2. Application for a Conditional Use with No New Construction submitted by property owners, Anne Bifulci and Giacomo Paglia, and applicant, Real Estate Expo, to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of one (1) month at 355 S. Ocean Drive #304, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-522-0013-000-4.

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  
Pub Dec 23rd 2018  
TCN2190832

**City Commission Regular Meeting**

**13.a.**

**Meeting Date:** 01/07/2019

**Re:** Clean Water Resolution

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

---

**SUBJECT:**

Resolution 19-R01 Supporting Stop Harmful Discharges Act H.R.6700

**SUMMARY:**

Representative Brian J. Mast introduced the Stop Harmful Discharges Act (H.R. 6700), to give priority to health and human safety due to Lake Okeechobee being managed to the substantial detriment of the communities east and west of the lake.

**RECOMMENDATION:**

Adopt Resolution 19-R01

**ALTERNATIVES:**

Do not adopt or adopt with modifications.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

City Manager's Office

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**Fiscal Impact**

**OTHER INFORMATION:**

No fiscal impact.

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**Attachments**

19-R01  
HR 6700

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**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 12/26/2018

**Reviewed By**

Nick Mimms

**Date**

12/26/2018 10:32 AM

Started On: 12/11/2018 10:44 AM

**RESOLUTION NO. 19-RXX**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, SUPPORTING REPRESENTATIVE BRIAN J. MAST'S **STOP HARMFUL DISCHARGES ACT (H.R. 6700)**; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, on September 4, 2018, Representative Brian J. Mast introduced the Stop Harmful Discharges Act (H.R. 6700), to give priority to health and human safety due to Lake Okeechobee being managed to the substantial detriment of the communities east and west of the lake; and

**WHEREAS**, algae in the St. Lucie River has tested nearly 50 times more toxic than the level considered safe for human contact. These toxins cause nausea, vomiting, liver disease and even death. Scientists have linked at least one other toxin in the algae to neurological diseases such as ALS and Alzheimer's; and

**WHEREAS**, the Stop Harmful Discharges Act will amend the U.S. Army Corps of Engineers' project purposes to prioritize public health and safety on the Treasure Coast and throughout Florida; and

**WHEREAS**, under the Act, the health and safety of communities east and west of the lake will be given equal priority to the rest of Florida for the first time and the Secretary of the Army shall be directed to modify operations of current projects to ensure that public health and safety is the prime consideration; and

**WHEREAS**, the City Commission finds that it is necessary, reasonable, and in the best interest for the City to support Representative Brian J. Mast's Stop Harmful Discharges Act (H.R. 6700), as the citizens of the City of Fort Pierce's health, safety and welfare is paramount.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE FLORIDA AS FOLLOWS:**

**SECTION 1:** The foregoing precatory language is adopted as if set forth below.

**SECTION 2:** The City of Fort Pierce, Florida supports House Bill 6700 relating to Stopping the Harmful Discharges Act in order to protect the citizens of Fort Pierce's health and safety caused by the toxic algae blooms.

**SECTION 3:** This Resolution shall take effect immediately upon adoption.

**IN WITNESS THEREOF**, this Resolution has been duly adopted on this 7th day of January, 2019.

\_\_\_\_\_  
Linda Hudson, Mayor Commissioner

ATTEST:

\_\_\_\_\_  
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form  
And Correctness:

\_\_\_\_\_  
Ben Bryan, Jr., Esq.  
Interim City Attorney



1 clude public health and safety as the primary consider-  
2 ation for all authorized project purposes. Such authorized  
3 project purposes shall include—

- 4 (1) flood control;
- 5 (2) navigation;
- 6 (3) water supply for agricultural irrigation, mu-  
7 nicipalities, industry, and Everglades National Park;
- 8 (4) regional groundwater control, and salinity  
9 control;
- 10 (5) enhancement of fish and wildlife; and
- 11 (6) recreation.

12 (b) PUBLIC HEALTH AND SAFETY.—For the pur-  
13 poses of this Act, the term “public health and safety” is  
14 defined as follows:

15 (1) Managing Lake Okeechobee and the Central  
16 and Southern Florida system—

17 (A) to minimize the potential of toxic  
18 cyanobacteria blooms; and

19 (B) prevent discharges containing cyano-  
20 bacteria or related toxins into the St. Lucie and  
21 Caloosahatchee watersheds and other areas  
22 where such cyanobacteria or related toxins will  
23 cause or exacerbate public health risks.

24 (2) Ensuring the integrity and stability of the  
25 Herbert Hoover Dike.

1           (3) Maintaining all provisions of applicable  
2 State and Federal water quality laws, policies and  
3 regulations.

4           (4) Ensuring necessary water volume and qual-  
5 ity reaches the Everglades National Park, Florida  
6 Bay and Caloosahatchee Watershed to restore the  
7 natural habitat.

8           (c) MODIFICATION OF OPERATIONS.—The Secretary  
9 of the Army shall modify operations of all current project  
10 elements to ensure that public health and safety shall be  
11 the prime consideration for the operating regimes of these  
12 various elements.

13          (d) MASTER OPERATIONAL MANUAL.—The Sec-  
14 retary of the Army shall update or develop a Master Oper-  
15 ational Manual, in cooperation with the State of Florida,  
16 to ensure that all of the various existing operational  
17 project elements of the Central and Southern Florida  
18 project shall be managed as a system to protect public  
19 health and safety. As new elements are completed and  
20 added to the project, the Master Operational Manual shall  
21 be updated to include the new features.

22          (e) STUDY.—The Secretary of the Army, in conjunc-  
23 tion with the National Academies of Sciences, shall under-  
24 take a study of the legacy of pollution and nutrient loading  
25 as well as the impacts of soil amendments that contribute

1 to nutrient uptake that have occurred to Lake Okeechobee  
2 from current and past operational regimes. The study  
3 shall include—

4 (1) the components of the nutrient load and soil  
5 amendments, and how this nutrient loading is and  
6 will continue to impact Everglades restoration ef-  
7 forts; and

8 (2) proposed solutions to ameliorate the impacts  
9 of this pollution to downstream watersheds.

10 (f) SCOPE.—Nothing in this section shall be con-  
11 strued to alter or amend—

12 (1) the Water Rights Compact between the  
13 State of Florida and the Seminole Tribe and the  
14 Miccosukee Tribe;

15 (2) the Miccosukee Tribe’s access to water; or

16 (3) the schedule for completion of the Central  
17 Everglades Planning Project or Central Everglades  
18 Restoration Plan projects authorized on or before  
19 December 31, 2018.

20 (g) AUTHORIZATION OF APPROPRIATIONS.—There  
21 are authorized to be appropriated such sums as are nec-  
22 essary to carry out the provisions of this Act.

○

**City Commission Regular Meeting**

**13.b.**

**Meeting Date:** 01/07/2019

**Re:** Housing Authority Appointments

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

---

**SUBJECT:**

Resolution 19-R02 Approving the reappointment of William Nunn and Sheila Bradley to the Housing Authority of Fort Pierce.

**SUMMARY:**

Pursuant to Florida Statutes Chapter 421.05, members of the Housing Authority Board are appointed by the Mayor with approval of the City Commission.

**RECOMMENDATION:**

Adopt the Resolution.

**ALTERNATIVES:**

Seek additional applicants.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Linda Hudson, Mayor  
Andrea Kochanowski, FPHA Executive Director

---

**Fiscal Impact**

**OTHER INFORMATION:**

No fiscal impact.

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**Attachments**

19-R02  
Requests for Reappointment  
Attendance

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	12/26/2018 10:32 AM
Form Started By: Linda Cox		Started On: 11/19/2018 02:30 PM
Final Approval Date: 12/26/2018		

**RESOLUTION NO. 19-R02**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE MAYOR'S REAPPOINTMENT OF **SHEILA BRADLEY AND WILLIAM NUNN AS COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF FORT PIERCE**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, in regular session assembled, pursuant to the provisions of Chapter 421, "Housing Authority Law", Florida Statutes, that the Mayor's reappointment of Sheila Bradley and William Nunn as Commissioners of the Housing Authority of the City of Fort Pierce, Florida, be and the same is hereby approved; said terms to commence upon adoption of this resolution, and to expire on February 2, 2023, or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 7th day of January, 2019.

\_\_\_\_\_  
LINDA HUDSON, MAYOR

ATTEST:

\_\_\_\_\_  
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
BEN BRYAN, JR., INTERIM CITY ATTORNEY



511 Orange Avenue, Fort Pierce, Florida 34950  
(772) 461-7281 TDD: (800) 545-1833 ext. 902

---

November 8, 2018

The Honorable Linda Hudson, Mayor  
City of Fort Pierce, Florida  
City Hall  
100 North US 1  
P.O. Box 1480  
Fort Pierce, Florida 34954

**Re: The Housing Authority of the City of Fort Pierce, Florida (FPHA)  
Board of Commissioners Reappointment**

Dear Mayor Hudson:

It has come to my attention that my present term as a FPHA Commissioner expires on February 2, 2019. It is the intent of this correspondence to request reappointment to the position for another term.

I would be grateful for the opportunity as I believe the Housing Authority has been and is successful in providing decent, safe and affordable housing options to the constituents of the City of Fort Pierce. I have thoroughly enjoyed my experiences on the Board and would welcome the honor of serving my community in the same capacity, if you so desire me to.

I appreciate your consideration of this request and am happy to answer any questions you might have concerning such.

Thank you.

Sincerely,

Sheila Bradley  
Vice-Chair, FPHA Board of Commissioners

cc: Andrea Kochanowski, FPHA Executive Director

---

William Nunn  
Chairperson

Sheila Bradley  
Vice-Chair

Linda Cutler  
Commissioner

Patricia Diaz  
Commissioner

JoAnn Parrish  
Commissioner

---

Andrea Kochanowski  
Executive Director



511 Orange Avenue, Fort Pierce, Florida 34950  
(772) 461-7281 TDD: (800) 545-1833 ext. 902

---

November 8, 2018

The Honorable Linda Hudson, Mayor  
City of Fort Pierce, Florida  
City Hall  
100 North US 1  
P.O. Box 1480  
Fort Pierce, Florida 34954

**Re: The Housing Authority of the City of Fort Pierce, Florida (FPHA)  
Board of Commissioners Reappointment**

Dear Mayor Hudson:

It has come to my attention that my present term as a FPHA Commissioner expires on February 2, 2019. It is the intent of this correspondence to request reappointment to the position for another term.

I would be grateful for the opportunity as I believe the Housing Authority has been and is successful in providing decent, safe and affordable housing options to the constituents of the City of Fort Pierce. I have thoroughly enjoyed my experiences on the Board and would welcome the honor of serving my community in the same capacity, if you so desire me to.

I appreciate your consideration of this request and am happy to answer any questions you might have concerning such.

Thank you.

Sincerely,

William Nunn  
Chairman, FPHA Board of Commissioners

cc: Andrea Kochanowski, FPHA Executive Director

---

William Nunn  
Chairperson

Sheila Bradley  
Vice-Chair

Linda Cutler  
Commissioner

Patricia Diaz  
Commissioner

JoAnn Parrish  
Commissioner

Andrea Kochanowski  
Executive Director

Fw: FPHA Board of Commissioners Reappointment Request for William Nunn and Sheila BradleyLinda Hudson to: Linda Cox  
 11/14/2018 10:22 AM  
 From: Linda Hudson/cfp  
 To: Linda Cox/cfp@cfp  
 Follow Up:  
 Normal Priority.  
 1 Attachment



scan2127.pdf

Please place on future and timely agenda for these reappointments. Thanks.

Sent from IBM Verse

Nancy Johnson --- FPHA Board of Commissioners Reappointment Request for William Nunn and Sheila Bradley ---

From: "Nancy Johnson" <nancy.johnson@cfpha.org>  
 To: "Linda Hudson" <LHudson@City-FtPierce.Com>  
 Cc: "Linda Cox" <LCox@City-FtPierce.Com>, "Andrea Kochanowski" <andrea.kochanowski@cfpha.org>  
 Date: Wed, Nov 14, 2018 9:44 AM  
 Subject: FPHA Board of Commissioners Reappointment Request for William Nunn and Sheila Bradley

Mayor Hudson,

Good morning.

According to our records, William Nunn's term is to due to expire on 02/02/19 along with Sheila Bradley. Therefore, they respectfully submit their request for reappointment as attached hereto. Please note that the originals are being mailed today. As you consider this request, I would like to add that both Board Members take their fiduciary responsibility seriously and continue to be supportive of the goals and direction of the Agency.

With regards to their board meeting/retreat attendance, please see below:

2018 Attendance	Jan 18	Feb 8	Mar 8	Apr 12	May 10	Retreat May 10	June 14	July 12	Aug 9	Sept 13	Oct 11	Nov 8	Dec 13
S. Bradley	√	X	√	√	√	√	√	√	No Board Mtg	√	X	√	
W. Nunn	√	√	√	√	√	√	√	√		√	√	√	

√ = Present

X = Absent

Please let me know if you need any additional information.

Thank you so much and have a pleasant day.

**Nancy Johnson**  
**Executive Assistant**  
 The Housing Authority of the City of Fort Pierce  
 511 Orange Avenue  
 Fort Pierce, FL 34950  
 (772) 429-6427  
 (772) 466-3528 (fax)

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**City Commission Regular Meeting**

**13.c.**

**Meeting Date:** 01/07/2019

**Re:** Mayor Pro Tem

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

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**SUBJECT:**

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

**SUMMARY:**

The individual elected shall act as mayor-commissioner and have all of the powers and duties of that office during the absence or disability of the said mayor-commissioner. The following have served as Mayor Pro Tem:

- 2018 - Commissioner Johnson
- 2017 - Commissioner Sessions
- 2016 - Commissioner Perona
- 2015 - Commissioner Alexander
- 2014 - Commissioner Becht

**RECOMMENDATION:**

Using the traditional rotation, Commissioner Alexander would be next in line to serve as Mayor Pro Tem.

**ALTERNATIVES:**

Select another Commissioner to serve.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

n/a

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**Fiscal Impact**

**OTHER INFORMATION:**

No fiscal impact.

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**Form Review**

**Inbox**  
City Manager

**Reviewed By**  
Nick Mimms

**Date**  
12/26/2018 10:32 AM

Form Started By: Linda Cox  
Final Approval Date: 12/26/2018

Started On: 12/12/2018 03:42 PM

**City Commission Regular Meeting**

**15.a.**

**Meeting Date:** 01/07/2019

**Re:** City Manager's Report and Purchase Order Report

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

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**SUBJECT:**

City Manager's Report and Purchase Order Report

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	12/26/2018 10:32 AM
City Manager	Nick Mimms	12/26/2018 10:33 AM
Form Started By: Jennifer Robinson		Started On: 12/19/2018 09:44 AM
Final Approval Date: 12/26/2018		