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

CITY COMMISSION AGENDA

Regular Meeting - Monday, October 21, 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**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from the October 7, 2019 Regular Meeting.

6. **PROCLAMATIONS**

   a. Treasure Coast Scenic Highway Mobility Week proclamation being received by Pete Buchwald of the St. Lucie Transportation Planning Organization.

7. **LETTERS TO COMMISSION**

   a. Email from Glynda Cavalcanti thanking Paul Thomas, Building Official and Ed Roseberry, Deputy Building Official, for coordinating an excellent presentation and being extremely helpful.

   b. Building Department Customer Service Feedback Surveys commending Kim West, Permit Specialist for consistent outstanding service.

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**

11. **CONSENT AGENDA**

a. Approval of Interlocal Agreement between St. Lucie County and the City of Fort Pierce for the Tourism Webcam Program.

b. Approval of travel expenses in the amount of $1,013.30 for Commissioner Alexander to attend the 59th Annual Florida League of Cities Legislative Conference from November 12-15, 2019.

c. Approval of travel expenses in the amount of $650.67 for Mayor Hudson to attend the 59th Annual Florida League of Cities Legislative Conference from November 13-14, 2019.

12. **PUBLIC HEARINGS**

a. Quasi-Judicial Hearing - Review and approval of an application for Subdivision (Final Plat), submitted by property owner, Premier Hospitality, Inc. and the applicant/representative Richard Laventure of Laventure & Associates, Inc. to subdivide 5.79 acres of land into three parcels at or near 6505 Metal Drive in Fort Pierce, FL. The property is zoned General Commercial (C-3). Parcel ID: 2324-341-0002-000-3.

b. Quasi-Judicial Hearing - Application for Site Plan and Design Review submitted by property owner, Premier Hospitality, Inc, and the applicant/representative, Richard Laventure, of Laventure & Associates, Inc to construct a 58,083 square foot, four-story, 95 room Hotel at 6505 Metal Drive, Fort Pierce, FL. The property is zoned General Commercial (C-3). Parcel ID: 2402-501-0001-010-8.

c. Quasi Judicial Hearing - Review and approval of an application for Conditional Use with New Construction and Design Review submitted by the Property Owner, Surfside Equities, LLC, & Representative, Braden & Braden, to construct a single-family home seaward (east) of the Coastal Construction Control Line (CCCL), located at 1814 Surfside Drive in Fort Pierce, FL. The property is zoned Single-Family Low Density (R-1) Parcel ID: 2412-501-0124-000-4.

d. Quasi Judicial Hearing - Review and approval of an application for Conditional Use with New Construction and Design Review submitted by the Property Owners, Anne Supina & Sandra Twoey, & Representative, Architectonic Inc, to construct a single family home seaward (east) of the Coastal Construction Control Line (CCCL), located at 1912 Surfside Drive in Fort Pierce, FL. There is also a request to allow for a height increase to 34 feet from FEMA Based Flood Elevation.The property is zoned Single Family Low Density (R-1) Parcel ID: 2412-501-0121-000-3.

e. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with No New Construction submitted by property owner, Nicholas Danaluk Jr. and applicant, Michelle Longarzo to establish a Vacation Rental, offering lodging for less than six (6) months; with a minimum of two (2) days at 715 S. Ocean Drive, Unit D, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-504-0004-000-2.

f. POSTPONED FROM OCTOBER 7, 2019. Legislative Hearing - Ordinance 19-041 - An Ordinance by the City Commission of the City Of Fort Pierce, Florida; Rezoning property generally located between Glades Cut Off Road & Bandy Boulevard approximately 1,100 feet east of Selvitz Road from St. Lucie County Industrial Heavy (IH) to City of Fort Pierce Planned Development (PD); further approving a Development Plan pursuant to Section 22-40, providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith; and providing for an effective date. SECOND READING

g. Legislative Hearing - Ordinance 19-042 amending Chapter 9, the Vendor Ordinance, to remove the distance restrictions for mobile vendors in proximity to similar type of business. SECOND READING

h. Legislative Hearing - Ordinance 19-043 - Text Amendments to Chapter 5 and Chapter 22, Clarifying Planning Department and Planning Director Titles. FIRST READING

i. Legislative Hearing - Ordinance 19-043 Amending Chapters 5, 11.5 and 22 specific to modifying the Board of Adjustment. FIRST READING

13. **CITY COMMISSION**

a. Applications submitted for appointment as Commission Alternates to the Civil Service Appeals Board.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

Meeting Date: 10/21/2019

Re:

SUBJECT:

Approval of Minutes from the October 7, 2019 Regular Meeting.

Attachments

Minutes

Form Review

Form Started By: Linda Cox Started On: 10/16/2019 12:12 PM

Final Approval Date: 10/16/2019

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, **OCTOBER 07, 2019**

1. CALL TO ORDER

Mayor Hudson called the October 07, 2019, Regular Meeting of the City Commission to order at 6:30 PM.

2. OPENING PRAYER - Father Jaime Dorado, Hispanic Mission San Juan Diego

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Absent: Commissioner Thomas Perona

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Peter Sweeney

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to excuse Commissioner Perona.

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

Passed

5. **APPROVAL OF MINUTES**

a. Approval of Minutes from the September 9, 2019 special meeting and Budget Hearing, the September 16, 2019 regular meeting and the September 23, 2019 meeting which was held in place of the canceled meeting.

Motion was made by Commissioner Jeremiah Johnson, to approve all Minutes as presented.

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

Passed

6. PROCLAMATIONS

a. National Hispanic Heritage Month proclamation being received by Father Jaime Dorado of San Juan Diego Hispanic Mission.

7. **LETTERS TO COMMISSION**

a. Notification from ICMA that Nicholas Mimms, P.E., City Manager, has achieved the International City/County Management Association Credentialed Manager designation.

b. Email from Nolan Wilson, State Investigator, Florida Department of Business & Professional Regulation commending Kim West, Senior Permit Specialist, Building Department, for her prompt professionalism and support.

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.

Mr. Charles Wilson - Agenda Item 13a
Mr. Joe Mayer - Agenda Items 11h and 13b

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

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to postpone Item #12c until the October 21, 2019 Regular Meeting; to pull item #13c at the request of the City Attorney; and, to set the Agenda as amended.

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

Passed

10. MISCELLANEOUS REPORTS

None.

11. CONSENT AGENDA

a. Request approval to award Bid 2019-019 to the lowest bidder, Verdex Construction, LLC for construction of the interior build-out of the office space located on the third floor of the Sunrise Center for the purpose of relocating the City of Fort Pierce Building Department in the amount of $897,953.00.

b. Request to reduce Building Department lien in the amount of $78,790.00 against 315 S 17th Street, Ft. Pierce, Florida 34950, Parcel ID Number: 2409-314-0002-000/9, owned by Ermith Lazare of 3406 Menendez Avenue, Ft Pierce, FL 34947 to $1,500.00 payable within 90 days.

c. Request approval of Change Order No. 7 to CW Roberts Contracting Inc. in the amount of $90,490.28 for the Surfside neighborhood drainage improvements.

d. Approval of annual/blanket purchase orders for the Police Department for FY 2020 in the total budgeted amount of $145,157.00.

e. Approval of Blanket Purchase Orders between $10K to $50K for the Public Works Department for Fiscal Year 2019-2020 to ensure efficient maintenance, service and repair of all City owned facilities, amenities and equipment, in the total budgeted amount of approximately $2,000,000.00.

f. Approval of annual/blanket purchase orders for the Police Department for the FY 2020 in the amount not to exceed $391,577.

g. Approve PAD Mural Project Property Owner Agreement for mural to be located at 725 Orange Avenue.

h. Approval of the amended Interlocal Agreement for temporary animal sheltering services with St. Lucie County and Port St. Lucie.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve items 11a, 11b, 11c, 11d, 11e, 11f, 11g, 11h

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

Passed

12. PUBLIC HEARINGS

a. Legislative Hearing - Ordinance 19-030: Adoption Hearing for an application submitted by the property owner & applicant Neill Farms FP, LLC, and representative Brian Nolan, AICP, ASLA of Lucido & Associates, for a Future Land Use Map Amendment for two (2) parcels of land, 19.07 acres in total, to change the Future Land Use designation for parcel IDs 2419-323-0001-000-1 & 2419-323-0002-000-8, from GC, General Commercial, to RM, Medium Density Residential. SECOND READING

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

ORDINANCE NO. 19-030
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR THE EAST SIDE OF SOUTH JENKINS ROAD, APPROXIMATELY 1,000 FEET SOUTH OF STATE ROAD 70 FROM CITY OF FORT PIERCE GC, GENERAL COMMERCIAL TO CITY OF FORT PIERCE RM, MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Applicant Representative, Brian Nolan was present to answer any questions.

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve Item 12a, Ordinance 19-030.

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

Passed

b. Legislative Hearing - Ordinance 19-040 - An Ordinance by the City Commission of the City of Fort Pierce, Florida; Rezoning eight properties generally located at or near the east side of South Jenkins Road, approximately 1,000 feet south of State Road 70 from General Commercial (C-3) and Medium Density Residential (R-4) to Planned Development (PD); further approving a Development Plan pursuant to Section 22-40, providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith; and providing for an effective date. SECOND READING.

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

ORDINANCE NO. 19-040
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING EIGHT (8) PROPERTIES GENERALLY LOCATED AT OR NEAR THE EAST SIDE OF SOUTH JENKINS ROAD, APPROXIMATELY 1,000 FEET SOUTH OF STATE ROAD 70 FROM C-3, GENERAL COMMERCIAL AND R-4, MEDIUM DENSITY RESIDENTIAL, TO PD, PLANNED DEVELOPMENT; FURTHER APPROVING A DEVELOPMENT PLAN PURSUANT TO SECTION 22-40, PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve Item 12b, Ordinance No. 19-040

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

Passed

c. **PLEASE POSTPONE UNTIL OCTOBER 21, 2019 -** Legislative Hearing - Ordinance 19-041 - An Ordinance by the City Commission of the City Of Fort Pierce, Florida; Rezoning property generally located between Glades Cut Off Road & Bandy Boulevard approximately 1,100 feet east of Selvitz Road from St. Lucie County Industrial Heavy (IH) to City of Fort Pierce Planned Development (PD); further approving a Development Plan pursuant to Section 22-40, providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith; and providing for an effective date. SECOND READING

Agenda Item 12c. has been postponed and will be heard at the Regular Meeting of the City Commission on October 21, 2019.

d. Legislative Hearing - Ordinance 19-042 amending Chapter 9, the Vendor Ordinance, to remove the distance restrictions for mobile vendors in proximity to similar type of business. FIRST READING

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

ORDINANCE NO. 19-042
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 9, ARTICLE IV VENDORS, SOLICITORS AND CANVASSERS, DIVISION 3 – MOBILE VENDING OF THE CODE OF ORDINANCES; AMENDING SECTION 9-111 – GENERAL REGULATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

City Attorney Peter Sweeney provided a brief overview of the proposed Ordinance No. 19-042. The highlighted change is with the 500-foot restaurant set-back. This change is to bring the ordinance into compliance with the ruling from the trial court. Also, the provision for the requirement of a Temporary Use Permit has been removed if you hold a Vendor Permit.

No questions from Staff.

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

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve Item 12d, Ordinance No. 19-042.

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

Passed

13. CITY COMMISSION

a. Resolution 19-R43 establishing the City of Fort Pierce Youth Council

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

RESOLUTION NO. 19-R43
A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE CITY OF FORT PIERCE YOUTH COUNCIL; RESPONSIBILITIES OF THE COUNCIL, ELECTION OF PRESIDING OFFICER, MEETINGS, AND QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager, Mr. Nick Mimms provided an overview of Resolution No. 19-R43 to establish a City of Fort Pierce Youth Council. This proposal will enable the City of Fort Pierce to integrate with the youth of our City.

Mr. Joe Sweat, Marketing Specialist was available to answer any questions regarding establishing the Fort Pierce Youth Council. The Commission inquired as to how the program will attract youth to get involved. Mr. Sweat explained that youth in grades nine through 12 will be made aware of this leadership program through interaction with community partners such as the school board, guidance counselors, Kids at Hope, Round Table of St. Lucie County, etc., as examples. Each Commissioner will appoint one Youth Representative whose term will run concurrent with the Commissioner's term. Each prospective Youth Representative will be allowed no more than three missed meetings and must be versed in Florida's Sunshine Law. This will be a beneficial opportunity for the youth of our City who are interested in pursuing government leadership as a future career.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve Item 13a, Resolution #19-R43 for the establishment of the City of Fort Pierce Youth Council.

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

Passed

b. Review and approval of the Request for Proposal for the lease and management of the Fort Pierce Animal Shelter, including the proposed evaluation criteria, establishing the evaluation committee and the proposed schedule.

Code Compliance Manager, Peggy Arriaz presented an overview and draft of the Request for Proposal (RFP) for the lease and operations management of the Fort Pierce Animal Shelter located on Savannah Road. At the direction of the City Commission, staff initiated legal proceedings to terminate the lease of the Savannah Road shelter facility. The Humane Society has been sent notice of deficiencies in relation to the lease and given the prescribed time to remedy the violations. Due to their failure to fully comply the deficiencies, the Humane Society was sent a notice to vacate the building. Staff continues to move forward with legal remedies to officially terminate the lease and take possession of the property. Staff has prepared an RFP for the lease of the property and operational management of the animal shelter, which is contingent upon the successful termination of the lease.

The Request for Proposal was reviewed by both St. Lucie County and Port St. Lucie Legal Departments and many of their suggestions have been incorporated.

The RFP highlights include operation of the animal shelter to service the entire St. Lucie County area, both incorporated and unincorporated; the operator is to provide low cost veterinarian services to pet owners; appropriate and necessary care is to be provided to all impounded animals; the facility is to operate in a fiscally responsible manner focusing on fundraising, volunteers, community outreach and adoptions.

Ms. Arriaz detailed the RFP's proposed timeline along with critical dates. The proposal is contingent on the City of Fort Pierce reclaiming possession of the property. It is anticipated that a short list and recommendation will be presented to the City Commission at the January 20, 2020 Regular Meeting.

A Review Committee will need to be established and the evaluation criteria for selection needs to be established both of which will require a vote by the City Commission. Mr. Mimms explained that the criteria includes but is not limited to the eight items as outlined in the draft RFP. A final decision is not required today.

The Commission discussed various issues with the RFP and criteria and the process, as well as Freedom of Information requests, Sunshine Law, and visits on-site.

Ms. Arriaz stated that upon taking possession of the property, the facility will be repaired to a rentable condition so that the renter will take possession of a facility that is in good repair. Routine maintenance will be performed by the tenant, but structural repairs and maintenance will be done by the City of Fort Pierce.

The evaluation committee and criteria will be determined at a later date.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve moving forward with the RFP.

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

Passed

c. PULLED FROM AGENDA. Request from Keith Holmes, retiree, for consideration of payment of health insurance premiums.

This item has been pulled from the Agenda and will be presented at a later date.

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.

Mario Wilcox
Rick Reed
Charlie Wilson

15. COMMENTS FROM THE CITY MANAGER

City Manager, Nick Mimms received a letter from Mr. Tipton, St. Lucie County Administrator which states the intention to move forward with the concept of relocating the History Museum to the St. Anastasia site. The FPRA is in the final stages of preparing a lease agreement with the Lindsay School of the Arts which will be presented at the October 21, 2019 FPRA meeting. Additionally, Mr. Tipton mentioned the idea of relocating the Smithsonian Aquarium to the area near the Manatee Observation and Education Center. This concept could really make the downtown Fort Pierce area a center for educational and oceanographic research. The County will continue to engage with staff regarding these improvements.

A Memorandum was sent to the Mayor and Commission regarding the Precast Specialties Development. The memo included information regarding the construction progress, noise, dust control, perimeter barrier and local employment. A meeting was held with representatives of Precast Specialties. The President has every intention to work with the City of Fort Pierce to intensify the perimeter barriers to create a greater buffer with neighbors. Ninety percent of their current work force lives in the greater Fort Pierce area. They have implemented dust control and have hired off-duty police officers who work seven days per week, 11 hours per day to monitor noise and other issues that may cause problems with the neighbors. Precast is located in a very industrial area and is surrounded by other industrial properties. The officer may have access to a decibel meter to monitor the noise coming from their property. The City will not request silencing of back up alarms on trucks or machines. It is an OSHA regulation and an important safety feature that cannot be compromised.

Mr. Mimms stated that we have administratively partnered with Port St. Lucie and St. Lucie County for the Florida Resilient Coastline Program. We are seeking a grant in the amount of $75,000.00.

Commissioner Sessions inquired about Precast Specialties commitment to hire local residents. Mr. Mimms stated that the employees that relocated from Pompano for employment now reside in the Fort Pierce area. They currently employ approximately 150 employees which they expect to rise to 250 as production increases in the next couple of months. In the next few years, they envision over 500 employees. They have re-stated their intent to hire locally.

Mr. Mimms also mentioned that Fort Pierce hosts the largest job fair for the Treasure Coast and Precast as well as other industrial neighbors will be invited to participate.

City Attorney, Peter Sweeney would like to acknowledge and congratulate Mr. Mimms for receiving the certification from ICMA which is a high level achievement.

Attorney Sweeney is seeking a consensus from the City Commission on moving forward with filing a lawsuit against the Humane Society within the next two days which will continue the proceedings for actual eviction. The Commission discussed issues regarding the filing of a lawsuit. The City Commission agrees to proceed with the court filing.

a. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Sessions
No further comments.

Commissioner Alexander expressed concern over actions within the Chamber. Officers are available for assistance to remove individuals. Commissioner Alexander takes the words used as a threat.

Commissioner Johnson expressed great happenings this weekend at the Manatee Center with the National Firefighter Competition. Commissioner Johnson would like to acknowledge and thank the tourism group, the Treasure Coast Sports Commission for hosting the event. Also, for the most part people are smiling and enjoying the scooter program. While adjustments are still being made to the program and parameters, it has been an overall positive experience.

Mayor Hudson said the first corridor clean up with Keep Fort Pierce Beautiful was this weekend. There were 35 volunteers who helped to clean up along US-1 from the K-Mart Plaza to Ohio Avenue. The next event is scheduled for Dreamland Park in January. The event was well attended by scouts, high-school students and members of the community.

17. ADJOURNMENT

Mayor Linda Hudson adjourned the meeting at 8:03 PM.

ATTEST:

_____	_____
CITY CLERK	MAYOR COMMISSIONER

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

Meeting Date: 10/21/2019

Re: Treasure Coast Scenic Highway Mobility Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Treasure Coast Scenic Highway Mobility Week proclamation being received by Pete Buchwald of the St. Lucie Transportation Planning Organization.

Attachments

Treasure Coast Scenic Highway

Form Review

Form Started By: Miriam Garcia Started On: 10/10/2019 03:14 PM

Final Approval Date: 10/10/2019

WHEREAS, Mobility Week 2019, promoted by the Florida Department of Transportation, is Florida's annual collection of outreach events intended to bring attention to safe, multimodal transportation choices; and

WHEREAS, Mobility Week encourages Florida residents to try a new method of transportation for their commuting, shopping, and recreation such as riding a bus, walking, bicycling, or carpooling; and

WHEREAS, the City of Fort Pierce endeavors to provide mobility choices for residents and visitors alike with the construction of sidewalks and bicycle lanes and its support of bus services, shared bicycles, and shared electric scooters; and

WHEREAS, the Treasure Coast Scenic Highway, which traverses North and South State Route A1A and Indian River Drive through the City of Fort Pierce, was designated to preserve and enhance the cultural, historic, recreational, and natural resources of the area while promoting their appreciation and enjoyment by residents and visitors alike; and

WHEREAS, Mobility Week at Friday Fest on November 1st sponsored by the Treasure Coast Scenic Highway will feature free tram tours of the Treasure Coast Scenic Highway and Spin electric scooter rides to promote safe, multimodal transportation choices and the enjoyment of historic, downtown Fort Pierce.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim October 25th through November 1st, 2019 as:

Treasure Coast Scenic Highway Mobility Week

in the City of Fort Pierce and encourage all residents and visitors to celebrate this week by trying a new method of transportation such as a shared bicycle or electric scooter and to tour the Treasure Coast Scenic Highway with its expansive views of the Indian River Lagoon culminating in Friday Fest, the longest running street party on the Treasure Coast, taking place November 1st from 5:30pm to 9:00pm at Marina Square.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 21st day of October, 2019.

MAYOR/COMMISSIONER

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

Meeting Date: 10/21/2019

Re: Email from Glynda Cavalcanti

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Glynda Cavalcanti thanking Paul Thomas, Building Official and Ed Roseberry, Deputy Building Official, for coordinating an excellent presentation and being extremely helpful.

Attachments

Email from Glynda Cavalcanti

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/10/2019 08:47 AM
City Manager	Nick Mimms	10/10/2019 08:48 AM

Form Started By: Jennifer Robinson Started On: 10/09/2019 03:43 PM

Final Approval Date: 10/10/2019

From: Glynda Cavalcanti <glynda@mclcpa.com>
Sent: Tuesday, September 24, 2019 1:56 PM
To: Edward Roseberry <eroseberry@cityoffortpierce.com>; Nick Mimms <nmimms@cityoffortpierce.com>; Linda Hudson <LHudson@cityoffortpierce.com>
Cc: mcguirem@paslc.org; denise@coastalwde.com; dboehning@trustedinsurancellc.com; Paul Thomas <pthomas@cityoffortpierce.com>
Subject: Re: September 12 Flood Meeting

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

I have been out of town but I wanted to thank all of you for the excellent presentation you did and for all the effort made to help both me and my friend from Sewalls Point. I could not have asked for more and I look forward to working with you all in the future. I have emailed Modern Movers but have not heard back from them. I will keep you informed as to that process. Please put me on your list for the class on Nov 14.

Nick, I would like to make a special thank you to Paul Thomas, who set this up, and to Ed Roseberry. They were extremely helpful.

Sincerely,

Glynda Cavalcanti

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

Meeting Date: 10/21/2019

Re: Kim West Customer Service Surveys

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Building Department Customer Service Feedback Surveys commending Kim West, Permit Specialist for consistent outstanding service.

Attachments

Customer Service Surveys

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/10/2019 08:47 AM
City Manager	Nick Mimms	10/10/2019 08:47 AM

Form Started By: Jennifer Robinson Started On: 10/09/2019 04:16 PM

Final Approval Date: 10/10/2019

Shyanne Helms

From: noreply@civicplus.com
Sent: Wednesday, September 18, 2019 4:44 PM
To: Linda Cox; Shyanne Helms; Kristie Kirstein; Shaun Coss
Subject: Online Form Submittal: Building Department Customer Service Feedback Survey

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to IT immediately.

Building Department Customer Service Feedback Survey

What was the nature of your most recent interaction with the Building Department?	Applying for a Permit
Please select what best describes you:	General Contractor
Who did you meet with on our staff?	Permit Specialist
Were you greeted quickly and courteously?	Yes
Was our staff professional and eager to assist you in a timely manner?	Yes
Was our staff knowledgeable regarding the requirements and procedures necessary to address your need?	Yes
Did our staff explain the next step in the process?	Yes
Were your needs met and your questions answered?	Yes
If the person serving you was unable to address your concern or need, were you directed to the appropriate person or other City division?	Yes

Was the project reviewed and/or permit issued within the estimated timeframe discussed?	Yes
Did the estimated timeframe provided to you meet your expectations?	Yes
(Section Break)	
The information or assistance I was seeking was clearly provided to me.	Strongly Agree
City staff provided helpful suggestions and information to advance my project.	Strongly Agree
City staff were responsive and prompt in responding to emails, calls and inquiries.	Strongly Agree
Overall, the service I received was excellent.	Strongly Agree
(Section Break)	
Please provide comments or suggestions about your most recent experience. You may also include any information to help us identify the project of your most recent experience. This is optional, but a big help in our effort to provide exceptional customer service.	Kim West was amazing with all of the permitting we needed for the hospital project we were working on! She was always fast with responding and very helpful with any questions we had.
Would you like to be contacted by someone on our staff about your experience?	No
First Name	Rich
Last Name	Anderson

Address1	1568 WATERTOWER RD
Address2	*Field not completed.*
City	LAKE PARK
State	FL
Zip	33403
Phone	5617537400
Email Address	*Field not completed.*

Email not displaying correctly? View it in your browser.

Shyanne Helms

From: noreply@civicplus.com
Sent: Thursday, September 19, 2019 7:46 PM
To: Linda Cox; Shyanne Helms; Kristie Kirstein; Shaun Coss
Subject: Online Form Submittal: Building Department Customer Service Feedback Survey

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to IT immediately.

Building Department Customer Service Feedback Survey

What was the nature of your most recent interaction with the Building Department?	Other
Please select what best describes you:	General Contractor
Who did you meet with on our staff?	Permit Specialist
Were you greeted quickly and courteously?	Yes
Was our staff professional and eager to assist you in a timely manner?	Yes
Was our staff knowledgeable regarding the requirements and procedures necessary to address your need?	Yes
Did our staff explain the next step in the process?	Yes
Were your needs met and your questions answered?	Yes
If the person serving you was unable to address your concern or need, were you directed to the appropriate person or other City division?	Yes

Was the project reviewed and/or permit issued within the estimated timeframe discussed?	Yes
Did the estimated timeframe provided to you meet your expectations?	Yes
(Section Break)	
The information or assistance I was seeking was clearly provided to me.	Strongly Agree
City staff provided helpful suggestions and information to advance my project.	Strongly Agree
City staff were responsive and prompt in responding to emails, calls and inquiries.	Strongly Agree
Overall, the service I received was excellent.	Strongly Agree
(Section Break)	
Please provide comments or suggestions about your most recent experience. You may also include any information to help us identify the project of your most recent experience. This is optional, but a big help in our effort to provide exceptional customer service.	Kim West assisted me in securing an extension on a building permit. Great job & quick response.
Would you like to be contacted by someone on our staff about your experience?	No
First Name	John
Last Name	Strome

Address1	2406 51st St Ct E
Address2	*Field not completed.*
City	Palmetto
State	Fl
Zip	34221
Phone	7274239869
Email Address	stromeconst@aol.com

Email not displaying correctly? View it in your browser.

Shyanne Helms

From: noreply@civicplus.com
Sent: Wednesday, October 02, 2019 8:55 AM
To: Linda Cox; Shyanne Helms; Kristie Kirstein; Shaun Coss
Subject: Online Form Submittal: Building Department Customer Service Feedback Survey

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Building Department Customer Service Feedback Survey

What was the nature of your most recent interaction with the Building Department?	Other
Please select what best describes you:	Other
Who did you meet with on our staff?	Permit Specialist
Were you greeted quickly and courteously?	Yes
Was our staff professional and eager to assist you in a timely manner?	Yes
Was our staff knowledgeable regarding the requirements and procedures necessary to address your need?	Yes
Did our staff explain the next step in the process?	Yes
Were your needs met and your questions answered?	Yes
If the person serving you was unable to address your concern or need, were you directed to the appropriate person or other City division?	Yes

Was the project reviewed and/or permit issued within the estimated timeframe discussed?	Yes
Did the estimated timeframe provided to you meet your expectations?	Yes
	(Section Break)
The information or assistance I was seeking was clearly provided to me.	Strongly Agree
City staff provided helpful suggestions and information to advance my project.	Strongly Agree
City staff were responsive and prompt in responding to emails, calls and inquiries.	Strongly Agree
Overall, the service I received was excellent.	Strongly Agree
	(Section Break)
Please provide comments or suggestions about your most recent experience. You may also include any information to help us identify the project of your most recent experience. This is optional, but a big help in our effort to provide exceptional customer service.	Ms. K.West was very helpful and prompt to provide needed information for a State Investigated complaint. I appreciate her time and support to help the Dept. Business Professional Regulations. Regards Investigator Wilson WPB Ofc.
Would you like to be contacted by someone on our staff about your experience?	No
First Name	*Field not completed.*
Last Name	*Field not completed.*

Address1	*Field not completed.*
Address2	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Phone	*Field not completed.*
Email Address	*Field not completed.*

Email not displaying correctly? View it in your browser.

Shyanne Helms

From: noreply@civicplus.com
Sent: Thursday, August 22, 2019 9:11 AM
To: Linda Cox; Shyanne Helms; Kristie Kirstein; Shaun Coss
Subject: Online Form Submittal: Building Department Customer Service Feedback Survey

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to IT immediately.

Building Department Customer Service Feedback Survey

What was the nature of your most recent interaction with the Building Department?	Other
Please select what best describes you:	General Contractor
Who did you meet with on our staff?	Permit Specialist
Were you greeted quickly and courteously?	Yes
Was our staff professional and eager to assist you in a timely manner?	Yes
Was our staff knowledgeable regarding the requirements and procedures necessary to address your need?	Yes
Did our staff explain the next step in the process?	Yes
Were your needs met and your questions answered?	Yes
If the person serving you was unable to address your concern or need, were you directed to the appropriate person or other City division?	Yes

Was the project reviewed and/or permit issued within the estimated timeframe discussed?	Yes
Did the estimated timeframe provided to you meet your expectations?	Yes
(Section Break)	
The information or assistance I was seeking was clearly provided to me.	Strongly Agree
City staff provided helpful suggestions and information to advance my project.	Strongly Agree
City staff were responsive and prompt in responding to emails, calls and inquiries.	Strongly Agree
Overall, the service I received was excellent.	Strongly Agree
(Section Break)	
Please provide comments or suggestions about your most recent experience. You may also include any information to help us identify the project of your most recent experience. This is optional, but a big help in our effort to provide exceptional customer service.	Kim West was able to answer my questions concerning a permit extension I requested & secure the extension after I submitted a "justifiable cause" letter.
Would you like to be contacted by someone on our staff about your experience?	No
First Name	John
Last Name	STROME

Address1	2406 51st St Ct E
Address2	*Field not completed.*
City	Palmetto
State	FL
Zip	34221
Phone	7274239869
Email Address	stromeconst@aol.com

Email not displaying correctly? View it in your browser.

Shyanne Helms

From: noreply@civicplus.com
Sent: Friday, July 12, 2019 11:43 AM
To: Linda Cox; Shyanne Helms; Kristie Kirstein; Shaun Coss
Subject: Online Form Submittal: Building Department Customer Service Feedback Survey

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to IT immediately.

Building Department Customer Service Feedback Survey

What was the nature of your most recent interaction with the Building Department?	Applying for a Permit
Please select what best describes you:	Patron/Customer
Who did you meet with on our staff?	Permit Specialist
Were you greeted quickly and courteously?	Yes
Was our staff professional and eager to assist you in a timely manner?	Yes
Was our staff knowledgeable regarding the requirements and procedures necessary to address your need?	Yes
Did our staff explain the next step in the process?	Yes
Were your needs met and your questions answered?	Yes
If the person serving you was unable to address your concern or need, were you directed to the appropriate person or other City division?	Yes

Was the project reviewed and/or permit issued within the estimated timeframe discussed?	Yes
Did the estimated timeframe provided to you meet your expectations?	Yes
	(Section Break)
The information or assistance I was seeking was clearly provided to me.	Strongly Agree
City staff provided helpful suggestions and information to advance my project.	Strongly Agree
City staff were responsive and prompt in responding to emails, calls and inquiries.	Strongly Agree
Overall, the service I received was excellent.	Strongly Agree
	(Section Break)
Please provide comments or suggestions about your most recent experience. You may also include any information to help us identify the project of your most recent experience. This is optional, but a big help in our effort to provide exceptional customer service.	I have been working with clients to obtain commercial building permits for several years now. The outstanding customer service always provided by all staff (but ESPECIALLY Ms. Kim West!) is very, very, very much appreciated and has really helped to keep all my large-scale commercial projects moving along seamlessly through the permitting process. While working in countless jurisdictions throughout the state of Florida, Ms. Kim West has made the City of Fort Pierce Building Department a favorite place to visit and work. :-) So thank you, thank you, thank you!!!
Would you like to be contacted by someone on our staff about your experience?	Yes
First Name	Jay
Last Name	*Field not completed.*

Address1	1239 E Newport Center Dr
Address2	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Phone	954-295-1764
Email Address	jay@corporatepropertyservices.net

Email not displaying correctly? View it in your browser.

Shyanne Helms

From: noreply@civicplus.com
Sent: Tuesday, July 09, 2019 4:07 PM
To: Linda Cox; Shyanne Helms; Kristie Kirstein; Shaun Coss
Subject: Online Form Submittal: Building Department Customer Service Feedback Survey

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to IT immediately.

Building Department Customer Service Feedback Survey

What was the nature of your most recent interaction with the Building Department?	Other
Please select what best describes you:	General Contractor
Who did you meet with on our staff?	Permit Specialist
Were you greeted quickly and courteously?	Yes
Was our staff professional and eager to assist you in a timely manner?	Yes
Was our staff knowledgeable regarding the requirements and procedures necessary to address your need?	Yes
Did our staff explain the next step in the process?	Yes
Were your needs met and your questions answered?	Yes
If the person serving you was unable to address your concern or need, were you directed to the appropriate person or other City division?	Yes

Was the project reviewed and/or permit issued within the estimated timeframe discussed?	Yes
Did the estimated timeframe provided to you meet your expectations?	Yes
(Section Break)	
The information or assistance I was seeking was clearly provided to me.	Strongly Agree
City staff provided helpful suggestions and information to advance my project.	Strongly Agree
City staff were responsive and prompt in responding to emails, calls and inquiries.	Strongly Agree
Overall, the service I received was excellent.	Strongly Agree
(Section Break)	
Please provide comments or suggestions about your most recent experience. You may also include any information to help us identify the project of your most recent experience. This is optional, but a big help in our effort to provide exceptional customer service.	This Building Department associates are the best. Especially Kim West our Permit Specialist who continues to provide a outstanding service you just don't see. Another thanks to the field inspectors who do their absolute best to try to move your project along.
Would you like to be contacted by someone on our staff about your experience?	No
First Name	David
Last Name	Kniffen

Address1	*Field not completed.*
Address2	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Phone	941-809-2380
Email Address	david-kniffen@mesgc.com

Email not displaying correctly? View it in your browser.

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

Meeting Date: 10/21/2019

Re: INTERLOCAL AGREEMENT WITH ST. LUCIE COUNTY REVISION

Submitted For: Dean Kubitschek, Director of Marina, Marina

SUBJECT:

Approval of Interlocal Agreement between St. Lucie County and the City of Fort Pierce for the Tourism Webcam Program.

SUMMARY:

CONTRACT SUBMITTED ADDING ADDITIONAL CAMERA TO TOTAL 3.

RECOMMENDATION:

APPROVE CONTRACT WITH REVISION.

ALTERNATIVES:

PROCEED AS DIRECTED BY CITY COMMISSION

RESPONSIBLE STAFF:

DEAN KUBITSCHEK/MARINA MANAGER

COORDINATED WITH:

CITY ATTORNEY

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2020

Account: 401410057531490

Amount: 1290.00

FISCAL IMPACT:

Total cost of 3 cameras is $$3870.00. $2580.00 already contracted for 2 cameras. Additional camera is $1290.00 additional.

Attachments

WEBCAM CONTRACT

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/02/2019 10:01 AM
City Manager	Nick Mimms	10/03/2019 03:05 PM
Form Started By: Pat Danise		Started On: 09/30/2019 02:14 PM

Final Approval Date: 10/03/2019

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN ST. LUCIE COUNTY AND CITY OF FORT PIERCE
FOR THE TOURISM WEBCAM PROGRAM
C17-12-885

THIS FIRST AMENDMENT is entered into this _____day of August 2019, by and between **City of Fort Pierce,** a Florida municipal corporation, hereinafter referred to as the "City" and **St. Lucie County,** a political subdivision of the State of Florida, hereinafter referred to as the "County"**.**

WHEREAS, the County has entered into a contract with a vendor to provide for hosting of webcam feeds from webcams installed as agreed for streaming upon the internet and City and County websites including but not limited to the County websites, the City of Fort Pierce website, the Fort Pierce City Marina website and the Fort Pierce Authentic Tours website; and,

WHEREAS, the City and County wish to cooperate in the placement of webcams on public property and hosting the live feeds for such webcams on various public access websites for the purpose of promoting local features; and,

WHEREAS, the City has requested to add a webcam at Fort Pierce City Marina North; and,

WHEREAS, the parties desire to amend the December 19, 2017, Interlocal Agreement to incorporate the additional webcam;

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Interlocal Agreement as follows:

2. **Scope of Services Provided By the County:** The County shall:

A. Enter into a contract with a vendor for live feeds for webcams.

B. Purchase the equipment for webcams to be used at separate locations. The current locations will include:

- The Jetty Park
- Fort Pierce City Marina
- Fort Pierce City Marina North

C. Locations maybe added/or deleted upon the written agreement of the County and the City.

D. Be the project manager and coordinate activities with the vendor.

E. Be responsible for all equipment maintenance and replacement costs covering all three sites for the duration of this Agreement.

3. **<u>Scope of Services Provided by the City:</u>** The City shall:

A. Provide the site for and coordinate the installation of webcams at the following locations:

- The Jetty Park
- Fort Pierce City Marina
- Fort Pierce City Marina North

Locations may be added/or deleted upon the written agreement of the City and the County.

B. Pay the hosting and maintenance fees for the three webcam sites for the first three years.

C. Be responsible for any damage to the equipment on the City sites that is the responsibility of the City.

D. Provide staff to assist with the installation of the camera equipment.

E. Provide the vendor with access to service the equipment during regular business hours and assist in routine maintenance.

F. Provide at each camera location a 120 volt power supply and a dedicated high speed broadband connection (minimum 1mb upstream) at each location. The connection must have a routable public IP address or suitable configuration of router/firewall equipment to provide the vendor with external network access to the equipment for configuration and troubleshooting. The City is responsible for all costs associated with technical requirements needed at each the camera location.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals on this _____ day of August, 2019.

ATTEST:

_____
LINDA COX, CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: _____
LINDA HUDSON, MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
PETE SWEENEY, CITY ATTORNEY

ATTEST:

_____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
COUNTY ATTORNEY

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

Meeting Date: 10/21/2019

Re: Travel - Alexander

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel expenses in the amount of $1,013.30 for Commissioner Alexander to attend the 59th Annual Florida League of Cities Legislative Conference from November 12-15, 2019.

SUMMARY:

Approval of travel expenses in the amount of $1,013.30 for Commissioner Alexander to attend the 59th Annual Florida League of Cities Legislative Conference from November 12-15, 2019

RECOMMENDATION:

Approval

ALTERNATIVES:

Do not approve.

RESPONSIBLE STAFF:

City Clerk's Office

COORDINATED WITH:

Finance Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2020

Account: 001-1000-512-40-30

Amount: 1013.30

OTHER INFORMATION:

Funds are available.

Attachments

Travel-Alexander

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/10/2019 03:07 PM

Form Started By: Maura Stokes Started On: 10/09/2019 01:18 PM

Final Approval Date: 10/10/2019

REGISTRATION INFORMATION
Florida League of Cities
2019 59th Annual Legislative Conference
Embassy Suites Orlando - Lake Buena Vista South
4955 Kyngs Heath Rd., Orlando, FL 34746

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Embassy Suites by Hilton
4955 Kyngs Heath Road
Orlando, FL 34746
407-597-4000

DATE:

1. TRAVELER'S NAME: Rufus Alexander
2. DEPARTURE DATE: 11/12/2019
3. RETURN DATE: 11/15/2019
4. DESTINATION: Orlando, Florida
5. CODE CHARGE: **001-1000-512-40-30**
6. AMT BUDGETED: 20,000.00

DEPARTMENT: City Commission
DEPARTURE TIME: 600 PM
RETURN TIME: 800 PM
PURPOSE: 59th Annual Legislative Conference for Florida Municpal Officials

7. BALANCE AVAILABLE: 20,000.00

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

		PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:	Commissioner Alexander	250.00			
* HOTEL BILL: Confirmation #	81892689	507.34			
BAGGAGE ALLOWANCE ($5 PER PERSON)				5.00	
* COMMUNICATION:					
* FARES: AIR FARE					
* TAXI, BUS					
* CAR RENTAL					
* MILEAGE @ 255.60 x 0.58				148.24	
* GASOLINE EXPENSE					
* PARKING FEES				10.00	
* MISC. EXPENSES					
MEALS					
0 BREAKFAST @ $8.00				0.00	
2 LUNCH @ $8.00				16.00	
3 DINNER @ $20.00				60.00	
SPECIAL LUNCHEON/BANQUET				0.00	
7% STATE TAX				5.32	
15% GRATUITIES				11.40	
TOTALS		757.34	0.00	255.96	

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

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

TRAVEL APPROVED BY:

_____
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/19 DLN

Alexander

Join us in Orlando for the...

59th ANNUAL LEGISLATIVE CONFERENCE

Embassy Suites Orlando – Lake Buena Vista South

November 13-15, 2019

TENTATIVE PROGRAM*

We are planning a variety of workshops to help you prepare for the 2020 legislative session. More details will be posted to our website and social media as soon as they are available, so check for updates!

Wednesday, November 13

8:30 a.m. - 1:00 p.m.
Research Symposium
Hosted by the League's Center for Municipal Research

Additional registration required. Contact Liane Giroux at lgiroux@flcities.com.

4:00 p.m. - 5:00 p.m.
Florida League of Mayors Board of Directors Meeting

5:15 p.m. - 6:15 p.m.
Local/Regional League Officers Meeting
For local/regional league presidents, vice presidents and executive directors

Thursday, November 14

7:30 a.m.
Coffee Service

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:00 a.m. - 8:30 a.m.
First-Time Attendees' Orientation

8:45 a.m. - 9:45 a.m.
Federal Action Strike Team (FAST) Meeting

8:45 a.m. - 9:45 a.m.
Workshop

10:00 a.m. - 11:30 a.m.
Policy Committee Strategy Meeting
Open to all conference attendees.

11:45 a.m. - 1:00 p.m.
Opening Luncheon

Keynote presentation by **Steve Vancore**, *President of VancoreJones Communications*
Steve Vancore is a seasoned communications professional, recognized pollster and sought-after lecturer on Florida's politics and political research. Join us as he applies the League's recent research to help us better communicate about Home Rule and our legislative priorities. *We* understand

their importance. Vancore will present effective strategies for city officials to convey that message to state lawmakers.

1:15 p.m. - 2:45 p.m.
Workshop:
Public Comment at Meetings: Managing the Unmanageable
The public has a right to be heard at the meetings of municipal councils. Most members of the public who exercise this right do so with sincere interest in their community and reasonable respect for the process. But there are a few who use periods of public comment not for constructive engagement, but to create conflict and publicity. What can we do when confronted with public comment that seems destructive to the process and offensive to officials, staff and residents alike? Learn the limits and some tactics, then watch as some of our members put them into practice.

Speaker: **Scott C. Paine**, Ph.D., Director, Leadership Development and Education, Florida League of Cities

3:00 p.m. - 4:30 p.m.
Media Training Workshop

4:45 p.m. - 6:00 p.m.
FLC Board of Directors Meeting

6:00 p.m. - 7:00 p.m.
Networking Event

Friday, November 15

8:00 a.m.
Coffee Service

8:00 a.m. - 11:00 a.m.
Registration Desk Open

8:30 a.m. - 9:45 a.m.
Census 2020 Workshop

8:45 a.m. - 9:45 a.m.
Advocacy Committee Meeting

10:00 a.m. - 11:30 a.m.
General Session

1:00 p.m. - 5:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes) and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this is a good refresher class.

NOTE: This class will be offered on a first-come, first-served basis. No pre-registration will be accepted, and the room will be filled in order of arrival.

**Program Subject to Change*

BE PART OF THE LEAGUE'S LEGISLATIVE PROCESS!

The 59th Annual Legislative Conference will be held **November 13-15, 2019**, at the **Embassy Suites Orlando - Lake Buena Vista South**. Florida League of Cities President Isaac Salver, council member from the Town of Bay Harbor Islands, will preside over the conference, where he will rally the FLC membership in support of the League's 2020 Legislative Action Agenda.

The second of the League's annual meetings, this important conference sets the stage for the 2020 legislative session, which begins January 14. Over the course of the two-day meeting, city officials will attend workshops and a special legislative policy committee strategy meeting to learn messaging and other tools to be prepared and effective during session.

You are essential to the League's legislative success. Join your municipal colleagues to discuss the latest on the state's top issues and the status of the FLC legislative priorities, and to share ideas on ways to urge legislators to support Home Rule! We look forward to seeing you there!

REGISTRATION FEES

The registration fee for this conference is **$250** per person. This fee covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event. No official activities are scheduled for guests or spouses.

MAIL REGISTRATION

To register in advance, fill out the enclosed registration form, attach a check for $250, and mail it to the League office by **Friday, November 1, 2019**. Your name badge and other information can be picked up at the conference registration desk.

ONLINE REGISTRATION

Visit the League website, ***www.flcities.com***, to access online registration.

If you register online there are two payment options. You can send your registration fees by check to the Florida League of Cities. **(Note: You are not registered until we receive your payment and you will not receive your housing information until your registration is paid.)** Or, you can simply pay online with your Visa, MasterCard or American Express. Registrations submitted and paid online via credit card will automatically be marked as paid and you will receive your conference confirmation immediately via email. Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct. Please inform the League immediately of any errors. **Please note that payments via credit card may only be made online.**

Questions? Contact Meetings Manager Melanie G. Howe, CAE, CMP, with any questions at *mhowe@flcities.com* or via phone at (850) 222-9684.

HOTEL ACCOMMODATIONS

The **Embassy Suites Orlando - Lake Buena Vista South** (4955 Kyngs Heath Road in Kissimmee) is the location for the 2019 Legislative Conference. The reservation cut-off date is **October 22, 2019**, and the rate is $149/night, plus $10 self-parking. Each reservation includes a complimentary cooked-to-order breakfast and an evening reception.

To protect our room block for conference registrants, it is our policy that no one will receive housing instructions **until we have received your PAID registration**. Once your registration is paid, you will be sent housing instructions via email. **Note:** If you register online but choose to mail in your check, you will not receive your housing information until your registration is **paid**. Remember that we are unable to guarantee reservations for anyone, nor the exact date on which the hotel will sell out, **so please register early**!

DIRECTIONS

I-4 Westbound
(From Daytona Beach, Downtown Orlando, Colonial Drive)
Take exit #68 and turn left onto S.R. 535 (S. Apopka/Vineland Road). Travel approximately 3.5 miles then turn right onto Kyngs Heath Road. The hotel is on the right and visible from S.R. 535.

I-4 Eastbound
(Coming from Tampa, Clearwater)
Take exit #68 and travel south on S.R. 535 (S. Apopka/Vineland Road). Travel approximately 3.5 miles then turn right onto Kyngs Heath Road. The hotel is on the right and visible from S.R. 535.

2019 LEGISLATIVE CONFERENCE REGISTRATION FORM

Return completed form via mail to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, ***www.flcities.com***, to access online registration.

Please type or print information requested.
Fill out a separate form for each registrant.

Name: _____
first *middle* *last*

First Name or Nickname: _____
(as you wish it to appear on badge)

Title: _____ Affiliation: _____
(city, county or company)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Office Contact Person: _____

REMINDERS

Registration fee: $250. Covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event.

Make checks payable to the **Florida League of Cities.**

The advance registration deadline is November 1. After that date, please register on-site.

Complete a separate Conference Registration Form for each delegate. Duplicate this form as needed. Full payment must accompany each registration.

Cancellations must be received and confirmed in writing by **5:00 p.m., Friday, November 1** to receive a refund of registration fees. Refunds will not be issued until after the conference. No refunds will be issued for early departure.

Note: An administrative fee of $25.00 will be deducted from all refunds.

Special Needs: If you are physically challenged and require special services, or if you have special dietary needs, please attach a written description of those needs to your registration form.

Maura Stokes

From: Embassy Suites Orlando - Lake Buena Vista South <groupcampaigns@pkghlrss.com>
Sent: Monday, October 7, 2019 12:16 PM
To: Maura Stokes
Subject: The Embassy Suites Orlando - Lake Buena Vista South Reservation Confirmation

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Reservation Confirmation

League of Cities
Embassy Suites by Hilton Orlando Lake Buena Vista South
Nov 12, 2019 to Nov 16, 2019

We are pleased to confirm your reservation at Embassy Suites by Hilton Orlando Lake Buena Vista South. The staff at Embassy Suites by Hilton Orlando Lake Buena Vista South is looking forward to your arrival for League of Cities. Below you will find details of your reservation. If your travel plans change and you need to modify your reservation, please click here.

Online Confirmation	81892689
Date Booked	Oct 7, 2019
Reservation Name	Rufus Alexander
Arrival Date	Nov 12, 2019
Departure Date	Nov 15, 2019
Room Type	Two Queen Beds

Number of Rooms	**1**
Number of Guests	**1**
Night by Night Rate	**Date / Guest(s) / Status / Rate** **Nov 12, 2019 — 1 — Confirmed — 149.00** **Nov 13, 2019 — 1 — Confirmed — 149.00** **Nov 14, 2019 — 1 — Confirmed — 149.00** Additional Guest Rate Second Guest 0.00 Third Guest 10.00 Fourth Guest 10.00 Fifth Guest 10.00
Total Charge	**447.00**
Tax Disclosure	**Room rates shown do not include 13.5% Hotel Tax per night (subject to change). Total charges presented on the website will include all room fees and taxes.**
Add-Ons	**Parking is at a fee**
Cancel Policy	**Cancellations made within 72 hours of arrival will forfeit one night's room and tax.**

EMBASSY SUITES®
Orlando - Lake Buena Vista South

Embassy Suites by Hilton Orlando Lake Buena Vista South | 4955 Kyngs Heath Rd | Kissimmee, FL 34746
407-597-4000

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

Meeting Date: 10/21/2019

Re:

SUBJECT:

Approval of travel expenses in the amount of $650.67 for Mayor Hudson to attend the 59th Annual Florida League of Cities Legislative Conference from November 13-14, 2019.

SUMMARY:

Approval of travel expenses in the amount of $650.67 for Mayor Hudson to attend the 59th Annual Florida League of Cities Legislative Conference from November 13-14, 2019.

RECOMMENDATION:

Approve travel.

ALTERNATIVES:

Do not approve travel.

RESPONSIBLE STAFF:

City Clerk's Office

COORDINATED WITH:

Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2020
Account:	001-1000-512-40-30
Amount:	650.67

OTHER INFORMATION:

Funds are available.

Attachments

Hudson Travel

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/10/2019 03:06 PM

Form Started By: Linda Cox Started On: 10/10/2019 01:19 PM

Final Approval Date: 10/10/2019

REGISTRATION INFORMATION
Florida League of Cities
2019 59th Annual Legislative Conference
Embassy Suites Orlando - Lake Buena Vista South
4955 Kyngs Heath Rd., Orlando, FL 34746

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Embassy Suites by Hilton
4955 Kyngs Heath Road
Orlando, FL 34746
407-597-4000

DATE:

1. TRAVELER'S NAME: Linda Hudson
2. DEPARTURE DATE: 11/13/2019
3. RETURN DATE: 11/14/2019
4. DESTINATION: Orlando, Florida
5. CODE CHARGE: **001-1000-512-40-30**
6. AMT BUDGETED: 20,000.00

DEPARTMENT: City Commission
DEPARTURE TIME: 700 AM
RETURN TIME: 800 PM
PURPOSE: 59th Annual Legislative Conference for Florida Municpal Officials

7. BALANCE AVAILABLE: 20,000.00

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

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE: Mayor Hudson	250.00			
* HOTEL BILL: Confirmation # 82145361	169.11			
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 255.60 x 0.58			148.24	
* GASOLINE EXPENSE				
* PARKING FEES			10.00	
* MISC. EXPENSES				
MEALS				
0 BREAKFAST @ $8.00			0.00	
2 LUNCH @ $8.00			16.00	
2 DINNER @ $20.00			40.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			3.92	
15% GRATUITIES			8.40	
TOTALS	419.11	0.00	231.56	

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

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

TRAVEL APPROVED BY: _____
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/19 DLN

FLORIDA LEAGUE OF CITIES, INC.

Join us in Orlando for the...

59th ANNUAL LEGISLATIVE CONFERENCE

Embassy Suites Orlando – Lake Buena Vista South

November 13-15, 2019

TENTATIVE PROGRAM*

We are planning a variety of workshops to help you prepare for the 2020 legislative session. More details will be posted to our website and social media as soon as they are available, so check for updates!

Wednesday, November 13

8:30 a.m. - 1:00 p.m.
Research Symposium
Hosted by the League's Center for Municipal Research

Additional registration required. Contact Liane Giroux at lgiroux@flcities.com.

4:00 p.m. - 5:00 p.m.
Florida League of Mayors Board of Directors Meeting

5:15 p.m. - 6:15 p.m.
Local/Regional League Officers Meeting
For local/regional league presidents, vice presidents and executive directors

Thursday, November 14

7:30 a.m.
Coffee Service

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:00 a.m. - 8:30 a.m.
First-Time Attendees' Orientation

8:45 a.m. - 9:45 a.m.
Federal Action Strike Team (FAST) Meeting

8:45 a.m. - 9:45 a.m.
Workshop

10:00 a.m. - 11:30 a.m.
Policy Committee Strategy Meeting
Open to all conference attendees.

11:45 a.m. - 1:00 p.m.
Opening Luncheon

Keynote presentation by **Steve Vancore**, *President of VancoreJones Communications*
Steve Vancore is a seasoned communications professional, recognized pollster and sought-after lecturer on Florida's politics and political research. Join us as he applies the League's recent research to help us better communicate about Home Rule and our legislative priorities. *We* understand

their importance. Vancore will present effective strategies for city officials to convey that message to state lawmakers.

1:15 p.m. - 2:45 p.m.
Workshop:
Public Comment at Meetings: Managing the Unmanageable
The public has a right to be heard at the meetings of municipal councils. Most members of the public who exercise this right do so with sincere interest in their community and reasonable respect for the process. But there are a few who use periods of public comment not for constructive engagement, but to create conflict and publicity. What can we do when confronted with public comment that seems destructive to the process and offensive to officials, staff and residents alike? Learn the limits and some tactics, then watch as some of our members put them into practice.

Speaker: **Scott C. Paine**, Ph.D., Director, Leadership Development and Education, Florida League of Cities

3:00 p.m. - 4:30 p.m.
Media Training Workshop

4:45 p.m. - 6:00 p.m.
FLC Board of Directors Meeting

6:00 p.m. - 7:00 p.m.
Networking Event

Friday, November 15

8:00 a.m.
Coffee Service

8:00 a.m. - 11:00 a.m.
Registration Desk Open

8:30 a.m. - 9:45 a.m.
Census 2020 Workshop

8:45 a.m. - 9:45 a.m.
Advocacy Committee Meeting

10:00 a.m. - 11:30 a.m.
General Session

1:00 p.m. - 5:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes) and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this is a good refresher class.

NOTE: This class will be offered on a first-come, first-served basis. No pre-registration will be accepted, and the room will be filled in order of arrival.

**Program Subject to Change*

BE PART OF THE LEAGUE'S LEGISLATIVE PROCESS!

The 59th Annual Legislative Conference will be held **November 13-15, 2019**, at the **Embassy Suites Orlando - Lake Buena Vista South**. Florida League of Cities President Isaac Salver, council member from the Town of Bay Harbor Islands, will preside over the conference, where he will rally the FLC membership in support of the League's 2020 Legislative Action Agenda.

The second of the League's annual meetings, this important conference sets the stage for the 2020 legislative session, which begins January 14. Over the course of the two-day meeting, city officials will attend workshops and a special legislative policy committee strategy meeting to learn messaging and other tools to be prepared and effective during session.

You are essential to the League's legislative success. Join your municipal colleagues to discuss the latest on the state's top issues and the status of the FLC legislative priorities, and to share ideas on ways to urge legislators to support Home Rule! We look forward to seeing you there!

REGISTRATION FEES

The registration fee for this conference is **$250** per person. This fee covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event. No official activities are scheduled for guests or spouses.

MAIL REGISTRATION

To register in advance, fill out the enclosed registration form, attach a check for $250, and mail it to the League office by **Friday, November 1, 2019**. Your name badge and other information can be picked up at the conference registration desk.

ONLINE REGISTRATION

Visit the League website, ***www.flcities.com***, to access online registration.

If you register online there are two payment options. You can send your registration fees by check to the Florida League of Cities. **(Note: You are not registered until we receive your payment and you will not receive your housing information until your registration is paid.)** Or, you can simply pay online with your Visa, MasterCard or American Express. Registrations submitted and paid online via credit card will automatically be marked as paid and you will receive your conference confirmation immediately via email. Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct. Please inform the League immediately of any errors. **Please note that payments via credit card may only be made online.**

Questions? Contact Meetings Manager Melanie G. Howe, CAE, CMP, with any questions at *mhowe@flcities.com* or via phone at (850) 222-9684.

HOTEL ACCOMMODATIONS

The **Embassy Suites Orlando - Lake Buena Vista South** (4955 Kyngs Heath Road in Kissimmee) is the location for the 2019 Legislative Conference. The reservation cut-off date is **October 22, 2019**, and the rate is $149/night, plus $10 self-parking. Each reservation includes a complimentary cooked-to-order breakfast and an evening reception.

To protect our room block for conference registrants, it is our policy that no one will receive housing instructions **until we have received your PAID registration**. Once your registration is paid, you will be sent housing instructions via email. **Note:** If you register online but choose to mail in your check, you will not receive your housing information until your registration is **paid**. Remember that we are unable to guarantee reservations for anyone, nor the exact date on which the hotel will sell out, **so please register early**!

DIRECTIONS

I-4 Westbound
(From Daytona Beach, Downtown Orlando, Colonial Drive)
Take exit #68 and turn left onto S.R. 535 (S. Apopka/Vineland Road). Travel approximately 3.5 miles then turn right onto Kyngs Heath Road. The hotel is on the right and visible from S.R. 535.

I-4 Eastbound
(Coming from Tampa, Clearwater)
Take exit #68 and travel south on S.R. 535 (S. Apopka/Vineland Road). Travel approximately 3.5 miles then turn right onto Kyngs Heath Road. The hotel is on the right and visible from S.R. 535.

2019 LEGISLATIVE CONFERENCE REGISTRATION FORM

Return completed form via mail to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, ***www.flcities.com***, to access online registration.

Please type or print information requested.
Fill out a separate form for each registrant.

Name:_____
first *middle* *last*

First Name or Nickname: _____
(as you wish it to appear on badge)

Title:_____ Affiliation: _____
(city, county or company)

Address: _____

City: _____ State: _____ Zip:_____

Phone: _____ Fax: _____

Email: _____

Office Contact Person: _____

REMINDERS

Registration fee: $250. Covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event.

Make checks payable to the **Florida League of Cities.**

The advance registration deadline is November 1. After that date, please register on-site.

Complete a separate Conference Registration Form for each delegate. Duplicate this form as needed. Full payment must accompany each registration.

Cancellations must be received and confirmed in writing by **5:00 p.m., Friday, November 1** to receive a refund of registration fees. Refunds will not be issued until after the conference. No refunds will be issued for early departure.

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Special Needs: If you are physically challenged and require special services, or if you have special dietary needs, please attach a written description of those needs to your registration form.

Maura Stokes

From: Embassy Suites Orlando - Lake Buena Vista South <groupcampaigns@pkghlrss.com>
Sent: Thursday, October 10, 2019 9:04 AM
To: Maura Stokes
Subject: The Embassy Suites Orlando - Lake Buena Vista South Reservation Update Confirmation

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Reservation Modification

League of Cities
Embassy Suites by Hilton Orlando Lake Buena Vista South
Nov 12, 2019 to Nov 16, 2019

Your reservation at Embassy Suites by Hilton Orlando Lake Buena Vista South has been changed. Below you will find details of your reservation. To make additional changes, please click here.

Online Confirmation	82145361
Date Modified	Oct 10, 2019
Reservation Name	Linda Hudson
Arrival Date	Nov 13, 2019
Departure Date	Nov 14, 2019
Room Type	Two Queen Beds
Number of Rooms	1

Number of Guests	**1**
Night by Night Rate	**Date** **Guest(s)** **Status** **Rate** **Nov 13, 2019** **1** **Confirmed** **149.00** Additional Guest Rate Second Guest 0.00 Third Guest 10.00 Fourth Guest 10.00 Fifth Guest 10.00
Total Charge	**149.00**
Tax Disclosure	**Room rates shown do not include 13.5% Hotel Tax per night (subject to change). Total charges presented on the website will include all room fees and taxes.**
Add-Ons	**Parking is at a fee**
Cancel Policy	**Cancellations made within 72 hours of arrival will forfeit one night's room and tax.**

EMBASSY SUITES®
Orlando - Lake Buena Vista South

Embassy Suites by Hilton Orlando Lake Buena Vista South | 4955 Kyngs Heath Rd | Kissimmee, FL 34746
407-597-4000

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Maura Stokes

From: Embassy Suites Orlando - Lake Buena Vista South <groupcampaigns@pkghlrss.com>
Sent: Monday, October 7, 2019 11:59 AM
To: Maura Stokes
Subject: The Embassy Suites Orlando - Lake Buena Vista South Reservation Confirmation

Follow Up Flag: Follow up
Flag Status: Flagged

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Reservation Confirmation

League of Cities
Embassy Suites by Hilton Orlando Lake Buena Vista South
Nov 12, 2019 to Nov 16, 2019

We are pleased to confirm your reservation at Embassy Suites by Hilton Orlando Lake Buena Vista South. The staff at Embassy Suites by Hilton Orlando Lake Buena Vista South is looking forward to your arrival for League of Cities. Below you will find details of your reservation. If your travel plans change and you need to modify your reservation, please click here.

Online Confirmation	82145361
Date Booked	Oct 7, 2019
Reservation Name	Linda Hudson
Arrival Date	Nov 12, 2019

Departure Date	Nov 15, 2019
Room Type	Two Queen Beds
Number of Rooms	1
Number of Guests	1
Night by Night Rate	Date / Guest(s) / Status / Rate Nov 12, 2019 — 1 — Confirmed — 149.00 Nov 13, 2019 — 1 — Confirmed — 149.00 Nov 14, 2019 — 1 — Confirmed — 149.00 Additional Guest Rate Second Guest 0.00 Third Guest 10.00 Fourth Guest 10.00 Fifth Guest 10.00
Total Charge	447.00
Tax Disclosure	Room rates shown do not include 13.5% Hotel Tax per night (subject to change). Total charges presented on the website will include all room fees and taxes.
Add-Ons	Parking is at a fee
Cancel Policy	Cancellations made within 72 hours of arrival will forfeit one night's room and tax.

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Orlando-Lake Buena Vista South

Embassy Suites by Hilton Orlando Lake Buena Vista South | 4955 Kyngs Heath Rd | Kissimmee, FL 34746
407-597-4000

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

Meeting Date: 10/21/2019

Re: Final Plat - Home 2 Suites - 6505 Metal Drive

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Subdivision (Final Plat), submitted by property owner, Premier Hospitality, Inc. and the applicant/representative Richard Laventure of Laventure & Associates, Inc. to subdivide 5.79 acres of land into three parcels at or near 6505 Metal Drive in Fort Pierce, FL. The property is zoned General Commercial (C-3). Parcel ID: 2324-341-0002-000-3.

SUMMARY:

- Concurrent with the Application for Development and Design Review, the applicant is also requested review and approval of a Final Plat to subdivide 5.79 acres into three parcels with one public access tract.
- All affected City Departments have reviewed the proposed Applications for Development Review and Design Review and have provided conditional approval based on compliance with requirements of City Code. The comments generated from the technical review, and any responses by the applicant, are provided.
- The Planning Board does not review Final Plats pursuant to City Code 18-9 (b).The Planning Board does not review Final Plats pursuant to City Code 18-9 (b).

RECOMMENDATION:

Approve with Conditions

ALTERNATIVES:

Approve with Alternate Conditions
Disapprove

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation

Staff Documentation & Supporting Documents
Applicant Packet Submitted to City
Public Notification Certification
Proof of Publication

Form Review

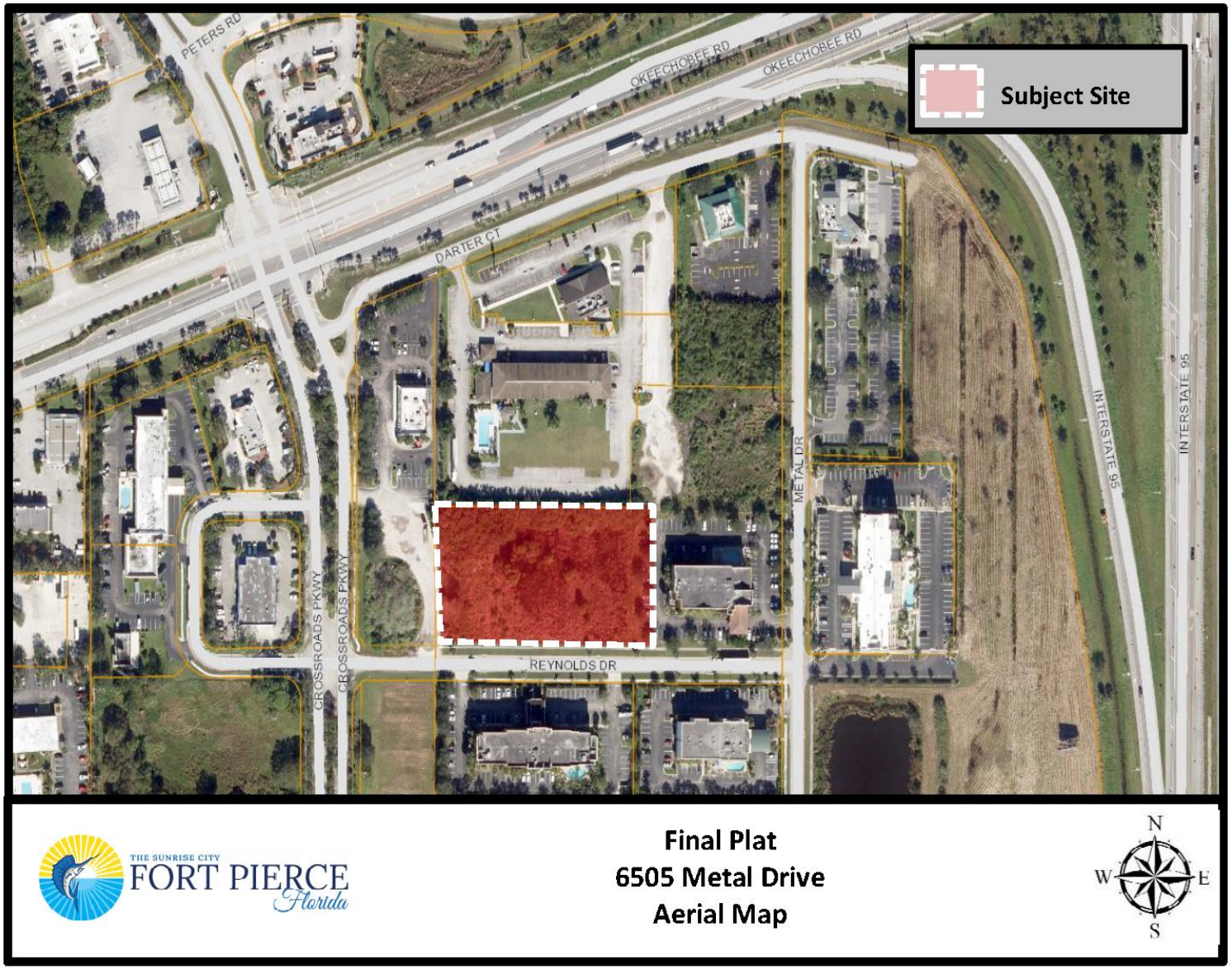
Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/10/2019 09:37 AM

Form Started By: Brandon Creagan
Started On: 09/06/2019 12:14 PM
Final Approval Date: 10/09/2019

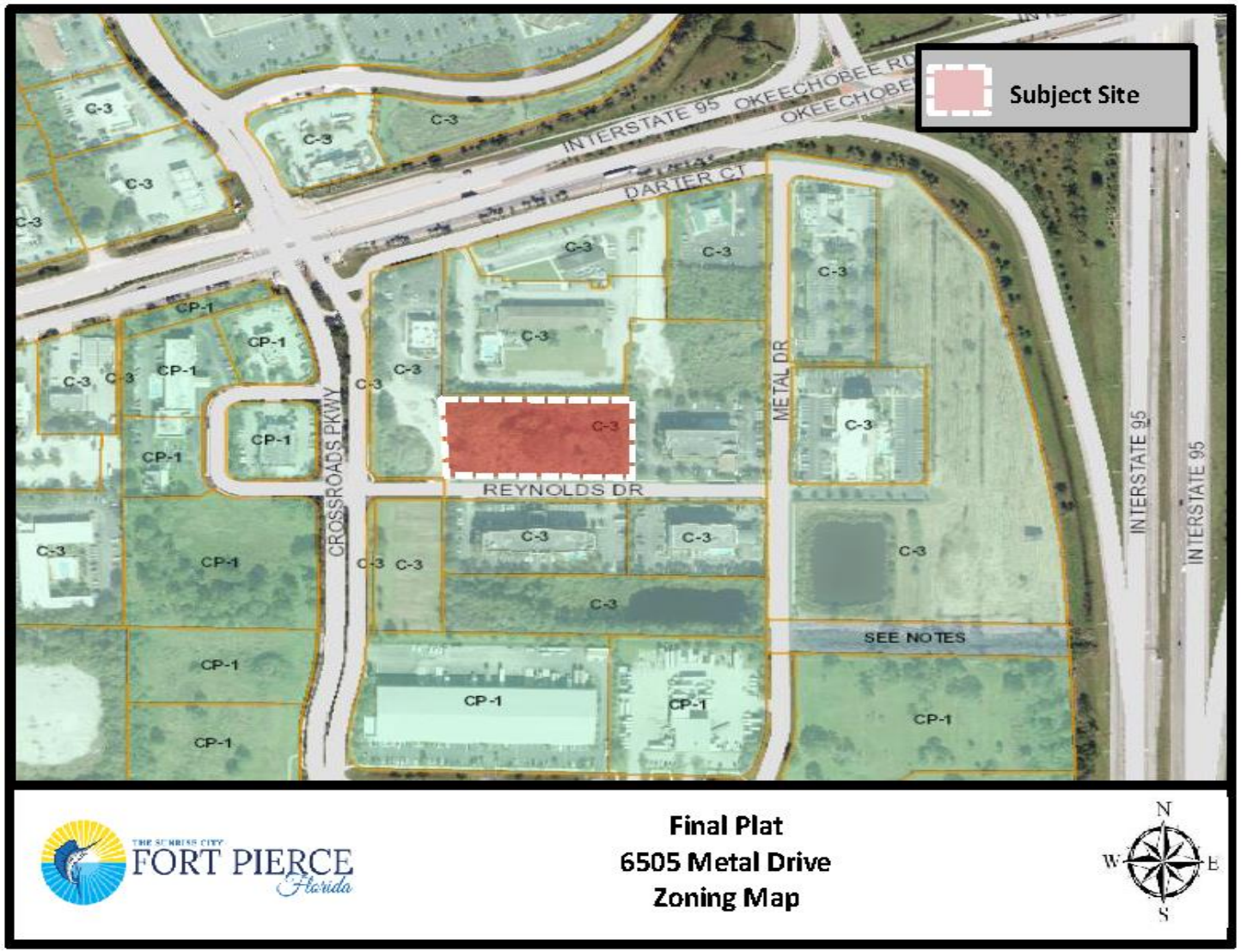
Application for Subdivision Final Plat

6505 Metal Drive

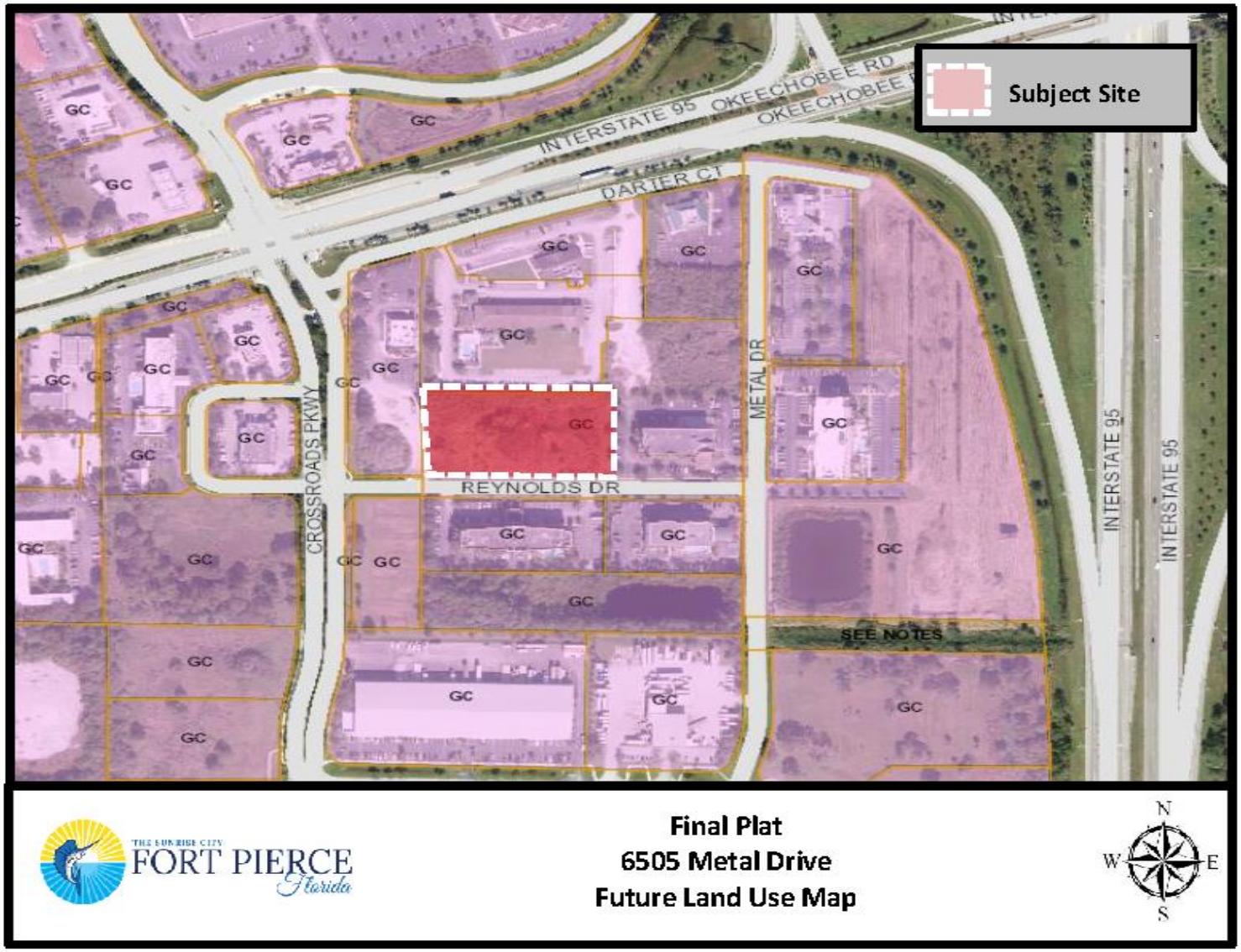
Aerial Map


Subject Site
PETERS RD
OKEECHOBEE RD
OKEECHOBEE RD
DARTER CT
METAL DR
INTERSTATE 95
INTERSTATE 95
CROSSROADS PKWY
CROSSROADS PKWY
REYNOLDS DR
THE SUNRISE CITY
FORT PIERCE
Florida
Final Plat
6505 Metal Drive
Aerial Map
N
W
E
S

Zoning Map


Subject Site
INTERSTATE 95
OKEECHOBEE RD
DARTER CT
CROSSROADS PKWY
METAL DR
REYNOLDS DR
INTERSTATE 95
INTERSTATE 95
SEE NOTES
C-3
CP-1
THE SUNRISE CITY
FORT PIERCE
Florida
Final Plat
6505 Metal Drive
Zoning Map
N
W
E
S

Future Land Use Map

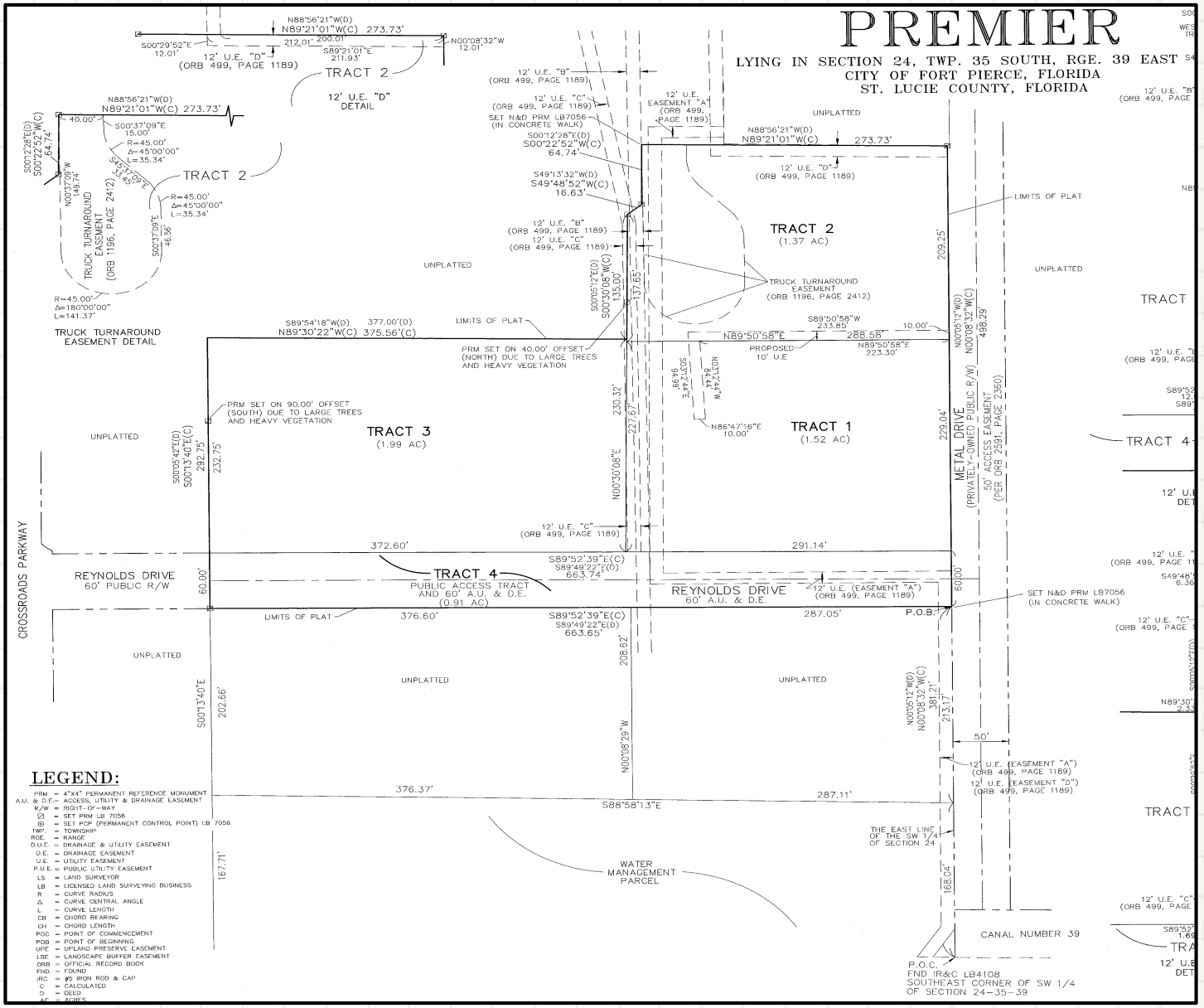


Final Plat

Final Plat for a Subdivision titled “Premier.”

- Staff recommends **Approval** of the request with two (2) conditions.
  - ❑ Final Plat meets the criteria as specified in Chapter 18 of the Code of Ordinances.
  - ❑ Consistent with Land Development Code & Comprehensive Plan

Plat


PREMIER
LYING IN SECTION 24, TWP. 35 SOUTH, RGE. 39 EAST
CITY OF FORT PIERCE, FLORIDA
ST. LUCIE COUNTY, FLORIDA
TRACT 1
(1.52 AC)
TRACT 2
(1.37 AC)
TRACT 3
(1.99 AC)
TRACT 4
PUBLIC ACCESS TRACT
AND 60' A.U. & D.E.
(0.91 AC)
TRUCK TURNAROUND EASEMENT DETAIL
TRUCK TURNAROUND EASEMENT
(ORB 1196, PAGE 2412)
TRUCK TURNAROUND EASEMENT
(ORB 1196, PAGE 2412)
METAL DRIVE
(PRIVATELY OWNED PUBLIC R/W)
50' ACCESS EASEMENT
(PER ORB 2591, PAGE 2360)
REYNOLDS DRIVE
60' PUBLIC R/W
REYNOLDS DRIVE
60' A.U. & D.E.
CROSSROADS PARKWAY
LIMITS OF PLAT
UNPLATTED
PROPOSED
10' U.E
PRM SET ON 40.00' OFFSET
(NORTH) DUE TO LARGE TREES
AND HEAVY VEGETATION
PRM SET ON 90.00' OFFSET
(SOUTH) DUE TO LARGE TREES
AND HEAVY VEGETATION
SET N&D PRM LB7056
(IN CONCRETE WALK)
P.O.B.
P.O.C.
FND IR&C LB4108
SOUTHEAST CORNER OF SW 1/4
OF SECTION 24-35-39
THE EAST LINE
OF THE SW 1/4
OF SECTION 24
WATER
MANAGEMENT
PARCEL
CANAL NUMBER 39
LEGEND:

Staff Recommendation

Staff **APPROVAL** to the City Commission, subject to two (2) Conditions:

1. The applicant will supply two (2) Mylars before the City Commission meeting for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

2. Prior to the City Commission meeting, provide a copy of the bonding mechanism. This surety shall cover the cost associated with the construction of the required sidewalk. An engineer's certified cost estimate, for $5,106.00, was previously submitted and approved. Once receipt of the executed Developer's Agreement and appropriate surety bond has occurred.

CC Recommendations

Possible actions of the City Commission:

- **APPROVE** of the proposed Final Plat subject to two Condition with no changes
- **APPROVE** of the proposed Final Plat with changes
- **DISAPPROVE** of the proposed Final Plat.

Application for Subdivision Final Plat

6505 Metal Drive

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, P.E., City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

SUBJECT: **Application for Development, Design Review, and Subdivision (Final Plat)**
Home 2 Suites
6505 Metal Drive

BOARD DATE: October 21, 2019

STAFF REPORT

Owner:
Fort Pierce Hotel, LLC
1500 SE 5th Avenue
Dania Beach, FL 33004

Representative:
Atlantic Civil Engineering, Inc
2552 Peters Road, Suite D
Fort Pierce, FL 34945

Applicant's Request:
Approval of an Application for Development & Design Review to construct a 4 Story, 95 room Hotel

Approval of a Final Plat to create 3 lots

Location: 6505 Metal Drive

Parcel ID: 2402-501-0001-010-8

Current Zoning: General Commercial (C-3)

Future Land Use: General Commercial (GC)

Surrounding Zoning:

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

Site Size:
1.98 Acres (Project Site)
5.79 Acres (Final Plat)

Utilities: FPUA

Staff Analysis:
Request

In accordance with Section 22-22, 22-31, 22-58, and 22-59, of the City Code, the applicant is requesting the review and approval of a Development Review and Design Review for the construction and operation of a four story, 95-room hotel to be known as "Home 2 Suites by Hilton."

Concurrent with this application the applicant, is also requested review and approval of a Final Plat to subdivide 5.79 acres into three parcels with one public access tract.

Site & Landscaping Plan

The proposed building is to be four stories and will be a total of 58,083 square feet. The hotel itself will contain 95 rooms. The first floor will be 14,238 square feet and will consist of 14 rooms. Floors two through four will total 14,615 square feet and have 27 rooms each. A pool is proposed that will be approximately 612 square feet and will have a seating area next to the pool. The proposed building is under the maximum allowable height of 65 feet in the General Commercial Zoning District (C-3). More specifically, the top of roof is proposed at 44 feet. The height of the parapet is 6 feet, and the combined height of the building, including the roof equipment, will be 56 feet, 6 inches.

The parking for the site is provided at a ratio of 1.1 parking spaces per room, which equates to 105 required parking spaces. The applicant has provided 105 parking spaces on the site plan. Bicycle parking is also required to be provided at a ratio of 1 space per 10 parking spaces. Based on the 105 required parking spaces, the applicant needs to provide 11 bicycle parking spaces, and 12 are being proposed. Lastly, the applicant is providing five handicap spaces per the requirement of City Code 22-60(c)(3).

The Landscape Plan is consistent with City Code 22-187, General Landscaping Requirements. The Lighting Plan is also consistent with City Code 22-60(J)(1)(d). The proposed plan provides for a minimum average lighting in the parking lot will be 3.34 footcandles.

Design Review

The City's Design Review guidelines provide approaches to design situations that will contribute to the existing and developing character of the City. The intent of the City's design review process is not to stifle innovative architecture, but rather to assure respect for and reduce incompatible and adverse impacts on the visual experience throughout the City. This may be accomplished through respectful interpretation of vernacular building typologies and styles in proposed development. Proposed designs should take cues from traditional proportioning systems and be synonymous with a chosen style.

The hotels design will incorporate the following colors Silver Fox, Amherst Gray, White Water, Bright Lime, and Twilight. The color scheme for the hotel has undergone a transformation from what was submitted at the Technical Review level and what is being submitted to the Planning Board. Staff had concerns regarding the color scheme chosen for the hotel at the Technical Review level, specifically the Bright Lime color. The applicant has since mitigated those concerns by switching the color scheme for the building to focus less on the Bright Lime color and instead focus on the Twilight color, which is more of a dark blue. The Bright Lime color has been relegated to more of an accent color than a primary color. The building now will also feature

applied stone on portions of the building instead of brick. The equipment for the mechanical and HVAC equipment will be located on the roof and will be screened by a parapet around the top of the building.

Traffic

The conclusion of the Traffic Analysis provided by the applicant states that as a result of the low number of peak hour trips anticipated for the site, there will not be any significant impacts to the adjacent roadway network. The traffic analysis further states that "all roadway segments within the radius of impact are expected to operate at an acceptable level of service for the five-year horizon of 2024." All specific trip numbers can be found in the Capacity Analysis or the Traffic Analysis provided by the applicant.

Technical Review Committee

All affected City Departments have reviewed the proposed Applications for Development Review and Design Review and have provided conditional approval based on compliance with requirements of City Code. The comments generated from the technical review, and any responses by the applicant, are provided.

Planning Board:

The Planning Board at their meeting on August 13, 2019 voted 5-0 to recommend approval of the Development Review and Design Review Applications. The Planning Board does not review Final Plats pursuant to City Code 18-9 (b).

Staff Recommendation: Development Review & Design Review

The requested Applications for Development Review and Design Review meet the requirements of the City Code and are found to be consistent with the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the request with the following five conditions.

1. Before a Certificate of Occupancy is issued, provide a landscape bond for all proposed landscaping pursuant to City Code 22-180.

2. The Final Plat shall be approved by the City Commission prior to review & approval by the City Commission.

3. Provide a copy of the South Florida Water Management District permit modification to the City of Fort Pierce Engineering Department at the time of Building Permit.

4. If alcohol will be sold on site, an Alcohol License will need to be obtained and reviewed by the Planning Department.

5. All comments from the St. Lucie County Fire District shall be satisfactorily addressed at the time of Building Permit submittal

Staff Recommendation: Final Plat

The Final Plat meets the above standards of the City's Land Development Code and Comprehensive Plan; therefore, Staff recommends **APPROVAL** of the request with the following two conditions:

1. The applicant shall supply two (2) Mylars before the City Commission meeting for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

2. Prior to the City Commission meeting, provide a copy of the bonding mechanism. This surety shall cover the cost associated with the construction of the required sidewalk. An engineer's certified cost estimate, for $5,106.00, was previously submitted and approved. Once receipt of the executed Developer's Agreement and appropriate surety bond has occurred.

THE SUNRISE CITY
FORT PIERCE
Florida

Final Plat
6505 Metal Drive
Aerial Map

N
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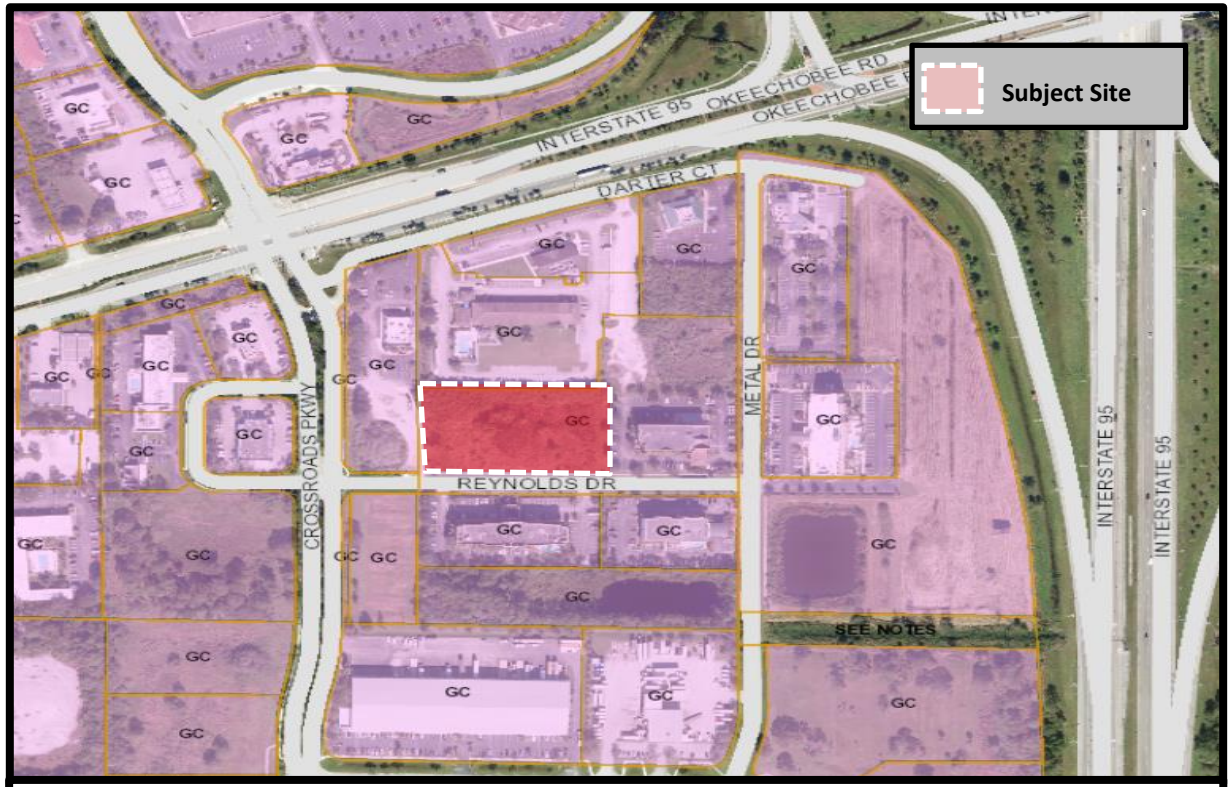

THE SUNRISE CITY
FORT PIERCE
Florida

Final Plat
6505 Metal Drive
Future Land Use Map

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THE SUNRISE CITY
FORT PIERCE
Florida

Final Plat
6505 Metal Drive
Zoning Map

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

March 21, 2019

Richard Laventure, President, Laventure & Associates, Inc.
774 W. Midway Road
Fort Pierce, FL 34982

SUBJECT: **Premier Hospitality – 6505 Metal Drive**
TECHNICAL REVIEW PROJECT: # 19-41000001
FINAL PLAT

Comments:

1. There appears to be some signature line corrections that need to be made for the front page of the Plat. Please revise State guidelines for Plats so that all required signature lines are included. A copy of a recent Final Plat signature page is provided as reference.

Please provide a written response to all TRC comments and provide submittal (4 copies) of all new materials. Both the Engineering Department and Northstar Geomatics must grant approval before the Final Plat can be scheduled for City Commission. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

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

RECEIVED
AUG 30 2019
CITY OF FORT PIERCE
PLANNING & ZONING

RE : Premier Final Plat – 6505 Metal Drive
TRC No. 19-41000001

DATE : August 30, 2019

This is to advise you that we have completed the review of the following documents as received by this office on August 29, 2019:

- [x] Final Plat
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Do not recommend approval
- [x] Recommend approval with conditions

- [x] Final Plat
- [ ] Building Permit
- [ ] C/O

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

- [x] See attached for conditions of approval

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

Prior to City Commission approval, the following items shall be addressed:

1. Provide a copy of the bonding mechanism. This surety shall cover the cost associated with the construction of the required sidewalk. An engineer's certified cost estimate, for $5,106.00, was previously submitted and approved. Once receipt of the executed Developer's Agreement and appropriate surety bond has occurred.

JRA/TST/tst

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THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

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

RE : Premier Final Plat – 6505 Metal Drive
TRC No. 19-41000001

DATE : August 27, 2019

This is to advise you that we have completed the review of the following documents as received by this office on August 23, 2019:

- [x] Final Plat
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Do not recommend approval
- [x] Recommend approval with conditions

- [x] Final Plat
- [ ] Building Permit
- [ ] C/O

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

- [x] See attached for conditions of approval

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Prior to City Commission approval, the following items shall be addressed:

1. Update the Planning and Development Services Approval to reference *Jennifer Hofmeister, Planning Director.*
2. Remove all references to the previous plat revisions (i.e. revision numbers, revision dates, and completed revisions).
3. Provide a copy of the bonding mechanism. This surety shall cover the cost associated with the construction of the required sidewalk. An engineer's certified cost estimate, in the amount of $5,106.00, was previously submitted and approved. Once receipt of the executed Developer's Agreement and appropriate surety bond has occurred.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

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

RE : Premier Final Plat – 6505 Metal Drive
TRC No. 19-41000001

DATE : March 19, 2019

This is to advise you that we have completed the review of the following documents as received by this office on March 8, 2019:

- [x] Final Plat
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Do not recommend approval
- [ ] Recommend approval

- [x] Final Plat
- [ ] Building Permit
- [ ] C/O

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

- [x] See attached for engineering comments

Q:\ENGINEERING\Site Development Projects\P\Premier Subdivision\Final Plat\Submittal No. 3 - 030819\Final Plat Comments - 031919.docx

ENGINEERING COMMENTS:

1. Update the City Attorney Certification to reflect:
   a) The removal of the noted *STATE OF FLORIDA* and *COUNTY OF ST. LUCIE*
   b) Add *THIS* _____ *DAY OF* _____, *2019* under the certification statement
   c) Change the City Attorney's name to PETER J. SWEENEY, CITY ATTORNEY and add CITY OF FORT PIERCE, FLORIDA below his title.
2. Under the heading of Certificate of Final Approval by the City Commission Approval, remove the separate date line to the right of where the City Clerk signs.
3. Under the heading of Surveyor's Review Certificate remove the noted *STATE OF FLORIDA* and *COUNTY OF MARTIN*
4. Please address the attached comments as provided by Northstar Geomatics.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

NORTHSTAR GEOMATICS

SURVEYING/MAPPING • GIS • ASSET INVENTORY

March 20, 2019

Tracy Telle, Assistant City Engineer
City of Fort Pierce Engineering
100 North US 1
Ft. Pierce, FL 34954

RE: Premier Plat -- Review #2 NS Project 17-040

Dear Ms. Telle:

As you requested, I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part I and City of Fort Pierce Subdivision requirements as provided to me by the City. My review of this plat does not include verifying accuracy of legal descriptions, plat geometry, mathematical calculations or acreages shown on this plat.

My comments are as follows:

1. PRM's must be placed and verified by reviewing surveyor prior to recordation. Platting surveyor or designee must be present at inspection. Please notify reviewing surveyor for scheduling of PRM inspection.
2. A written response to this review by platting surveyor is required with next submittal.
3. Add text "Parcel Control #_____" under clerk's recording info box.
4. A truck turnaround easement has been added to lot 4 since last review. Per Chap. 177, bearings and distances and ties to lot corner for this easement must be shown on plat.
5. FS 177.091 (16) requires that existing and proposed easements that are not coincident with property lines must be labeled with bearing and distances and tied to principal lot, tract, or right-of-way.
6. The revised plat indicates Metal Drive is "privately owned public right-of-way. Please clarify. Does ORB 2591 PG 2360 provide public access?

Sincerely,

Gregory S. Fleming
Florida Surveyor and Mapper No. 4350

P.O. Box 2371, Stuart, Florida, 34995 Phone 772-781-6400 Fax 772-781-6462

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 3.21.19
Property Address: 6505 Metal Dr. – Subdivision Final Premier Plat
Property Name:
Project Name:
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 3/18/19

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

March 21, 2019

TECHNICAL REVIEW PROJECT # 19-41000001

Subdivision - Premiere Final Plat – 6505 Metal Drive

Comments

FPUA W/WW Engineering: Water is available to the site(s) from an 8" PVC running north to south through an easement dividing the proposed Tract 3 from proposed Tract 1 and 2, as well as an 8" PVC Main along the west side of Metal Dr. and the south side of Reynolds Dr.; Wastewater service is available to the site(s) via an 8" PVC gravity system also running through the aforementioned easement and along Metal Dr. and Reynolds Dr.

FPUA Electric & Gas Engineering: no objections with the plat as long as the easements stay intact and if a utility is in conflict, the customer will be responsible to relocate at their cost.

Technical Review Committee meeting

March 21st, 2019

Case # 19-41000001

Final plat, Subdivision

Premier Hospitality, 6505 Metal Drive, Ft. Pierce

Comments:

No comments at this time

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Subdivision

Property address or Location 6505 Metal Drive, Fort Pierce

Parcel ID #(s) 2324-341-0002-000-3

Project description Divide subject parcel into 3 parcels

Property Owner(s)
Premier Hospitality, Inc.

Street Address
1500 SE 5th Ave

City | State | Zip
Dania Beach | FL | 33004

Phone Number

Email Address
danp61@aol.com

Applicant/Representative, Title, Company
Richard Laventure, President, Laventure & Associates, Inc..

Street Address
774 W. Midway Road

City | State | Zip
Fort Pierce | FL | 34982

Phone Number
772.398.6430

Email Address
gatorrr@msn.com

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

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY Brevard

The foregoing instrument was acknowledged before me this 27 day of April, 2017, by Dilip Patel who is personally known to me or has produced _____ as identification.

Signature of Notary

CLIVE GEORGE WALCOTT
MY COMMISSION #FF188930
EXPIRES January 12, 2019
(407) 398-0153 FloridaNotaryService.com

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date _____
Intake Planner _____
Planner Assigned _____
Approved By _____ Date _____
Comments _____

Fees _____ Control # _____ B. Permit # _____

Intake Date Stamp

PREMIER

LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
CITY OF FORT PIERCE, FLORIDA
ST. LUCIE COUNTY, FLORIDA

PLAT BOOK: _____
PAGE: _____
DOCKET NO. _____

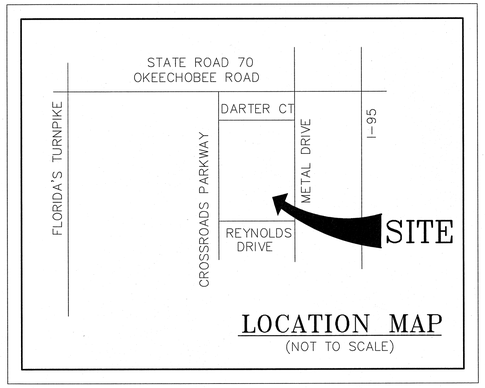
LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 00°05'12" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 381.21 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 00°05'12" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 498.29 FEET;
THENCE NORTH 88°56'21" WEST, A DISTANCE OF 273.73 FEET;
THENCE SOUTH 00°12'28" EAST, A DISTANCE OF 64.74 FEET;
THENCE SOUTH 49°13'32" WEST, A DISTANCE OF 16.63 FEET;
THENCE SOUTH 00°05'12" EAST, A DISTANCE OF 135.00 FEET;
THENCE SOUTH 89°54'18" WEST, A DISTANCE OF 377.00 FEET;
THENCE SOUTH 00°05'42" EAST, A DISTANCE OF 292.75 FEET;
THENCE SOUTH 89°49'22" EAST, A DISTANCE OF 663.65 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER AND THE POINT OF BEGINNING.

SAID LAND CONTAINS 5.79 ACRES, MORE OR LESS.



LOCATION MAP
(NOT TO SCALE)

TITLE CERTIFICATION:

STATE OF FLORIDA:
COUNTY OF _____:

I, _____, an attorney duly licensed in the State of Florida, do hereby certify that I have examined the title to the hereon described property and find the title to the property is vested in Premier Hospitality, Inc., and that current taxes have been paid and that:

All recorded mortgages, not satisfied or released of record encumbering the property described hereon are:

None

Dated this _____ day of _____, _____.

By: _____
_____, Esquire

DEDICATION:

STATE OF FLORIDA:
COUNTY OF _____:

KNOW ALL MEN BY THESE PRESENTS, PREMIER HOSPITALITY, INC., OWNERS OF THE LANDS SHOWN AND DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, HEREAFTER KNOWN AS PREMIER, AND DO HEREBY DEDICATE THE LANDS AS FOLLOWS:

1. TRACT 4 (REYNOLDS DRIVE), AS SHOWN HEREON, IS HEREBY DEDICATED AS AN ACCESS TRACT AND IS TO BE USED FOR PUBLIC ROADWAY PURPOSES IN PERPETUITY. AN INGRESS, EGRESS, UTILITY AND DRAINAGE EASEMENT IS ALSO HEREBY DEDICATED WITHIN THE LIMITS OF TRACT 4. THE UNDERLYING FEE OWNER SHALL HAVE MAINTENANCE RESPONSIBILITIES FOR TRACT 4. TRACT 4 IS ALSO DEDICATED AS AN EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
THE CITY OF FORT PIERCE, FLORIDA SHALL BEAR NO MAINTENANCE OBLIGATION OR RESPONSIBILITY FOR SAID TRACT.

2. UTILITY EASEMENT (U.E.): THE UTILITY EASEMENT AS SHOWN HEREON (OVER TRACTS 1 & 2), IS DEDICATED TO THE PUBLIC FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES SUCH AS FORT PIERCE UTILITIES AUTHORITY, AT&T AND ALL OTHER PUBLIC UTILITIES, INCLUDING CABLE TELEVISION, FOR UTILITY PURPOSES AND IS THE MAINTENANCE RESPONSIBILITY OF THE UNDERLYING OWNER.

PREMIER HOSPITALITY, INC.

Signed and sealed this _____ day of _____, _____, by its President.

By: _____ _____
Date

ACKNOWLEDGEMENT:

STATE OF FLORIDA:
COUNTY OF _____:

Before me personally appeared _____, to me well known and known to me to be the individual described in and who executed the foregoing dedication and he acknowledged to and before me that he executed such instrument as an officer of premier Hospitality, Inc., and that such execution was his free act and deed.

Witness my hand and official seal, this _____ day of _____, _____.

By: _____ My Commission Expires: _____
_____
Notary Public (Printed Name)

CITY ATTORNEY

IT IS HEREBY CERTIFIED THAT THE FOREGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

THIS _____ DAY OF _____, 2019.

By: _____
PETER J. SWEENEY, CITY ATTORNEY
CITY OF FORT PIERCE, FLORIDA

PLANNING AND DEVELOPMENT SERVICES APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS THE MINIMUM LOT DIMENSION REQUIREMENT OF THE C-3 ZONING DISTRICT, AS SET FORTH IN CHAPTER 22 OF THE FORT PIERCE LAND DEVELOPMENT REGULATIONS, THIS _____ DAY OF _____, _____.

By: _____
JENNIFER HOFMEISTER
PLANNING DIRECTOR
CITY OF FORT PIERCE, FLORIDA

CERTIFICATE OF FINAL APPROVAL BY CITY COMMISSION

STATE OF FLORIDA:
COUNTY OF ST. LUCIE:

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____, _____. THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF FORT PIERCE, FLORIDA.

THIS _____ DAY OF _____, _____.

FORT PIERCE CITY COMMISSION

By: _____
LINDA COX, CITY CLERK

CLERK OF CIRCUIT COURT:

STATE OF FLORIDA:
COUNTY OF ST. LUCIE:

I, Joseph E. Smith, Clerk of Circuit Court of St. Lucie County, Florida, do hereby certify that this plat has been examined and that it complies in form with all of the requirements of the laws of Florida pertaining to Maps and Plats, and that this plat has been filed for Record in Plat Book _____, Pages _____ of the Public Records of St. Lucie County, Florida, this _____ day of _____, _____.

SEAL
CLERK OF THE CIRCUIT COURT

By: _____
Clerk of Circuit Court
St. Lucie County, Florida

SURVEYOR'S REVIEW CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

By: _____ _____
GREGORY S. FLEMING, PROFESSIONAL SURVEYOR AND MAPPER — DATE
FLORIDA REGISTRATION NO. 4350
PLAT REVIEWER FOR THE CITY OF FORT PIERCE

SURVEYOR'S NOTES:

1. The Plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of St. Lucie County, Florida.

2. The East line of the SW 1/4 of Section 24 is assumed to bear North 00°05'12" West, as monumented, and all other bearings shown hereon are relative thereto.

3. This Plat contains 5.79 acres, more or less.

4. This Plat contains 4 tracts.

5. A 5/8" iron rod and cap stamped LB 7056 has been set or will be set at all lot corners and changes in direction, in compliance with Chapter 177, Part 1 of the Florida Statutes.

6. No buildings or other obstructions shall be placed on Utility or Drainage Easements.

7. This plat has been reviewed by a Florida Professional Surveyor and Mapper, under contract with or employed by the City of Fort Pierce, and conforms with the Platting standards of Chapter 177, Part 1, Florida Statutes.

8. All lot lines are radial unless otherwise noted.

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, RICHARD C. LAVENTURE, DO HEREBY CERTIFY THAT THIS PLAT OF PREMIER, IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT PERMANENT REFERENCE MONUMENTS AND ALL MONUMENTATION HAS BEEN PLACED AS REQUIRED BY LAW AND THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED, AND ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA.

DATED THIS _____ DAY OF _____ , _____.

_____
RICHARD C. LAVENTURE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE # 5209

SEAL
SURVEYOR

PREPARED BY:

LAVENTURE & ASSOCIATES, INC.
PROFESSIONAL SURVEYING AND MAPPING
2552 PETERS ROAD SUITE D
FORT PIERCE, FLORIDA 34945
(772) 398-6430 Phone (772) 398-6426 Fax
FLORIDA LICENSED BUSINESS # 7056

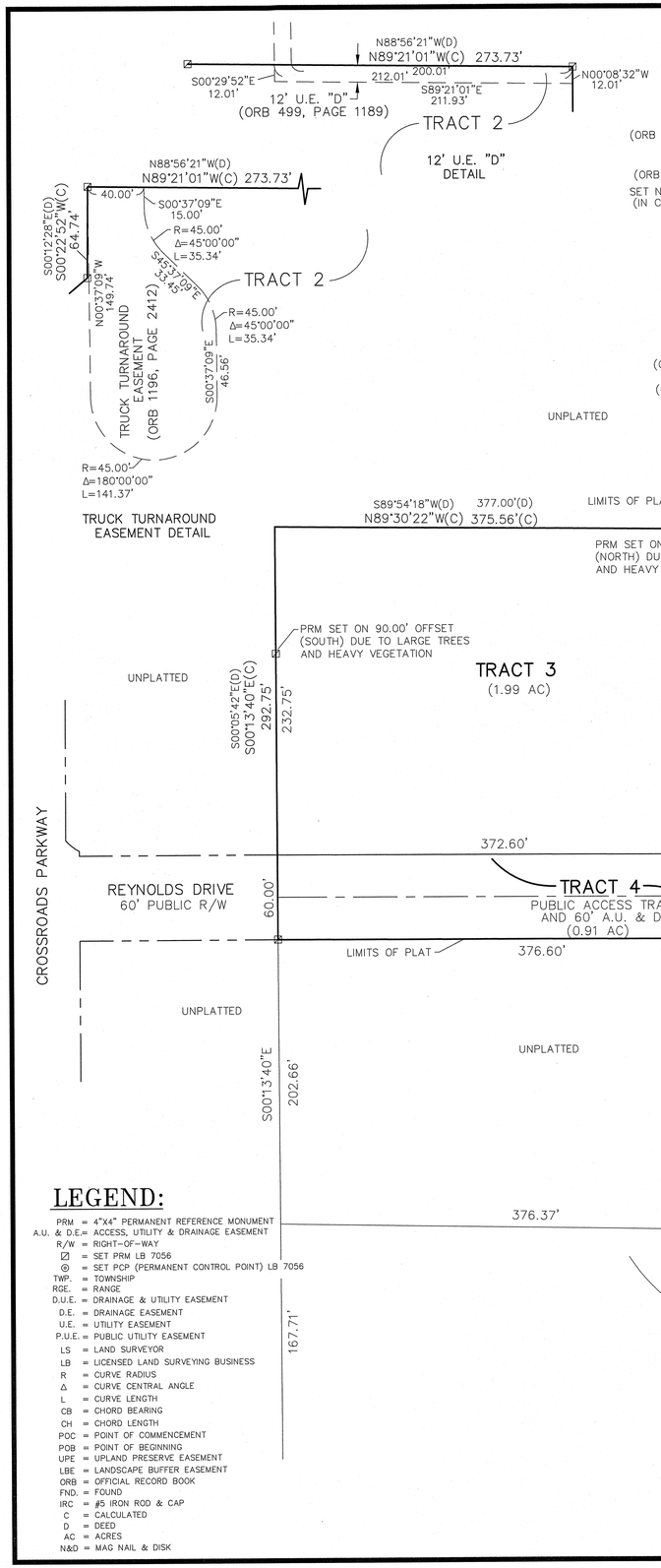
RICHARD C. LAVENTURE
FLORIDA PROFESSIONAL LAND SURVEYOR # 5209

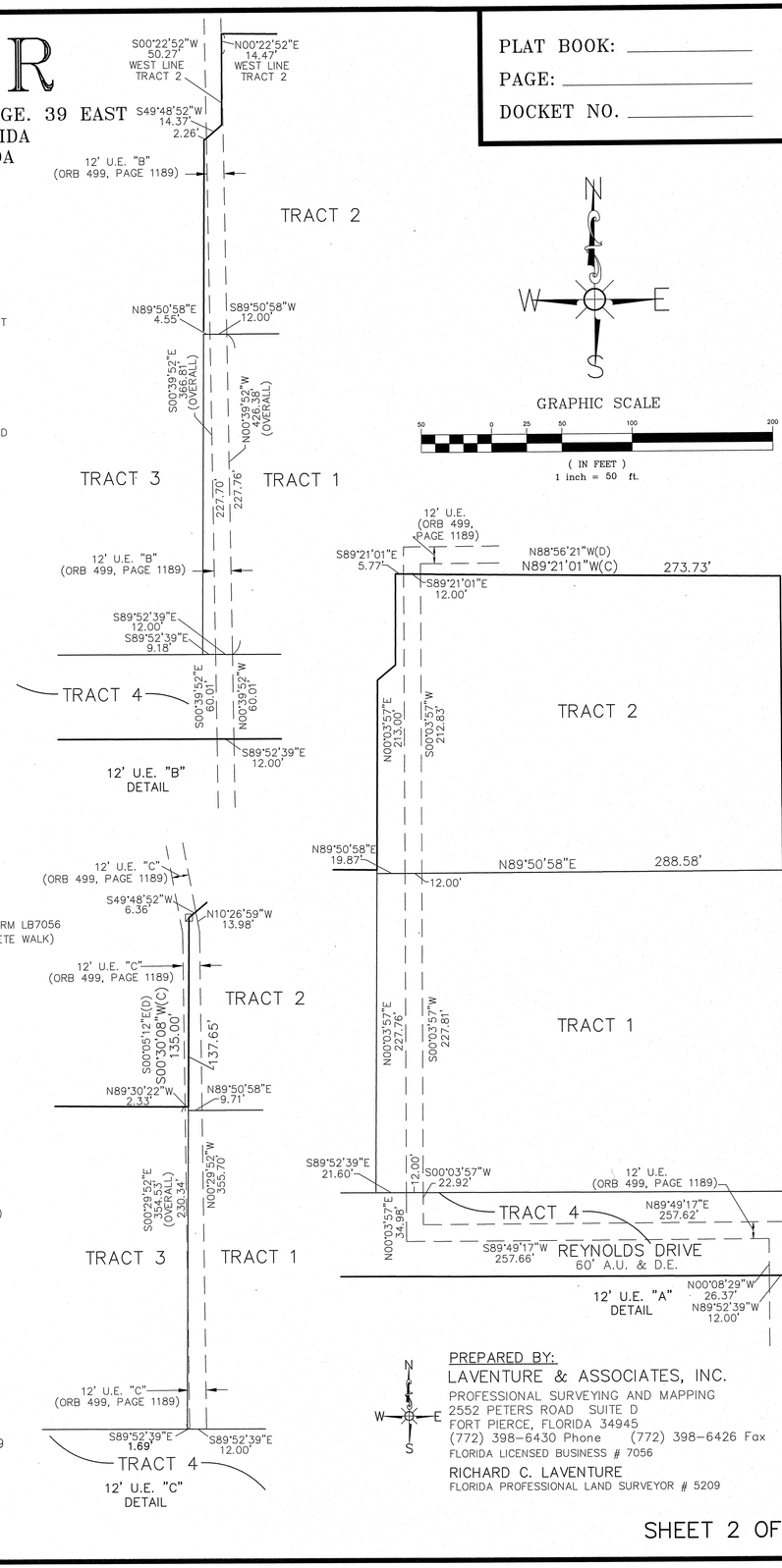
FILE: 17.0530-1-2-PLAT.DWG

PREMIER

LYING IN SECTION 24, TWP. 35 SOUTH, RGE. 39 EAST
CITY OF FORT PIERCE, FLORIDA
ST. LUCIE COUNTY, FLORIDA

PLAT BOOK: _____
PAGE: _____
DOCKET NO. _____





GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

LEGEND:

PRM	= 4"X4" PERMANENT REFERENCE MONUMENT
A.U. & D.E.	= ACCESS, UTILITY & DRAINAGE EASEMENT
R/W	= RIGHT-OF-WAY
☒	= SET PRM LB 7056
◎	= SET PCP (PERMANENT CONTROL POINT) LB 7056
TWP.	= TOWNSHIP
RGE.	= RANGE
D.U.E.	= DRAINAGE & UTILITY EASEMENT
D.E.	= DRAINAGE EASEMENT
U.E.	= UTILITY EASEMENT
P.U.E.	= PUBLIC UTILITY EASEMENT
LS	= LAND SURVEYOR
LB	= LICENSED LAND SURVEYING BUSINESS
R	= CURVE RADIUS
Δ	= CURVE CENTRAL ANGLE
L	= CURVE LENGTH
CB	= CHORD BEARING
CH	= CHORD LENGTH
POC	= POINT OF COMMENCEMENT
POB	= POINT OF BEGINNING
UPE	= UPLAND PRESERVE EASEMENT
LBE	= LANDSCAPE BUFFER EASEMENT
ORB	= OFFICIAL RECORD BOOK
FND.	= FOUND
IRC	= #5 IRON ROD & CAP
C	= CALCULATED
D	= DEED
AC	= ACRES
N&D	= MAG NAIL & DISK

PREPARED BY:
LAVENTURE & ASSOCIATES, INC.
PROFESSIONAL SURVEYING AND MAPPING
2552 PETERS ROAD SUITE D
FORT PIERCE, FLORIDA 34945
(772) 398-6430 Phone (772) 398-6426 Fax
FLORIDA LICENSED BUSINESS # 7056
RICHARD C. LAVENTURE
FLORIDA PROFESSIONAL LAND SURVEYOR # 5209

LAVENTURE & ASSOCIATES, INC.

PROFESSIONAL SURVEYING AND MAPPING
GATORRR@MSN.COM

2552 PETERS ROAD, SUITE D
FORT PIERCE, FLORIDA 34945
(772) 398-6430 PHONE
(772) 398-6426 FAX

August 29, 2019
LAI Proj No. 19.0530-1-3

Mr. Brandon Creagan
City of Fort Pierce Planning Department
100 North US 1
Ft. Pierce, FL 34954

RE: Premier Plat – Final Plat – Response to comments

Dear Mr. Creagan:

Please allow the following to qualify as our response to the comments provided by various City departments listed below and dated August 27, 2019:

ENGINEERING DEPARTMENT

1. Update the Planning and Development Services Approval to reference Jennifer Hofmeister, Planning Director

   RESPONSE: Comment noted and plat revised to reflect same.

2. Remove all references to the previous plat revisions (i.e. revision numbers, revision dates and completed revisions)

   RESPONSE: Comment noted and plat revised to reflect same

3. Provide a copy of the bonding mechanism. This surety shall cover the cost associated with the construction of the required sidewalk. An Engineer's Certified Cost Estimate, in the amount of $5,106.00, was previously submitted and approved. Once receipt of the executed Developer's Agreement and appropriate surety bond has occurred.

   RESPONSE: Comment noted. Development Agreement was provided to City Attorney, City of Fort Pierce and we are waiting on comments or approval.

REVIEWING SURVEYOR (Northstar Geomatics, via email on 8/26/19)

1. Please remove the Parcel Control Number linework and text that I had you place under the recording info box at Top right. The City of Fort Pierce and St. Lucie County do not require that.

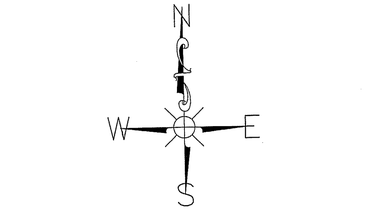
   RESPONSE: Comment noted and plat revised to reflect same.

Please feel free to contact our office with any questions or comments.

Sincerely,

Richard C. Laventure, PLS

19.0530-1-3-Plat-Responses-8-29-19.doc



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

LEGEND

Δ	= CURVE CENTRAL ANGLE
R	= CURVE RADIUS
L	= CURVE LENGTH
17.9'	= ELEVATION (TYPICAL)
IR	= 5/8" IRON ROD
CM	= CONCRETE MONUMENT
IP	= IRON PIPE
N&D	= NAIL AND DISK
P.L.S.	= PROFESSIONAL LAND SURVEYOR
P.S.M.	= PROFESSIONAL SURVEYOR & MAPPER
P.B.	= PLAT BOOK
R/W	= RIGHT-OF-WAY
ORB	= OFFICIAL RECORD BOOK
PG.	= PAGE
NO.	= NUMBER
TYP.	= TYPICAL
U.&D.E.	= UTILITY AND DRAINAGE EASEMENT
WM	= WATER MAIN
SAN	= SANITARY
○	= FOUND #5 IR&C 7056
⊕	= SET N&D 5209
☆	= AREA LIGHT
⊡	= ELECTRIC SERVICE
CM	= 4"X4" CONCRETE MONUMENT
⊢	= WATER TEE
⋈	= WATER VALVE
✦	= FIRE HYDRANT
U/G	= UNDERGROUND
CONC	= CONCRETE
ELEV	= ELEVATION
⊘	= WOOD POWER POLE
RCP	= REINFORCED CONCRETE PIPE
(RT)	= RIGHT
(LT)	= LEFT
TOB	= TOP OF BANK
FND.	= FOUND
IR&C	= IRON ROD & CAP
±	= PLUS OR MINUS
LB	= LICENSED BUSINESS
FFE	= FINISHED FLOOR ELEVATION
P.O.C.	= POINT OF COMMENCEMENT
P.O.B.	= POINT OF BEGINNING
—X—	= 8' CHAIN LINK FENCE WITH BARABED WIRE
PRM	= PERMANENT REFERENCE MONUMENT
⊠	= CATCH BASIN
◎◎	= SANITARY SEWER MANHOLE
⊂⊃	= CURB INLET
◎	= DRAINAGE MANHOLE
(NO ID)	= NO IDENTIFICATION

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 00°05'12" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 381.21 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 00°05'12" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 498.29 FEET;
THENCE NORTH 88°56'21" WEST, A DISTANCE OF 273.73 FEET;
THENCE SOUTH 00°12'28" EAST, A DISTANCE OF 64.74 FEET;
THENCE SOUTH 49°13'32" WEST, A DISTANCE OF 16.63 FEET;
THENCE SOUTH 00°05'12" EAST, A DISTANCE OF 135.00 FEET;
THENCE SOUTH 89°54'18" WEST, A DISTANCE OF 377.00 FEET;
THENCE SOUTH 00°05'42" EAST, A DISTANCE OF 292.75 FEET;
THENCE SOUTH 89°49'22" EAST, A DISTANCE OF 663.65 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER AND THE POINT OF BEGINNING.

SAID LAND CONTAINS 5.79 ACRES, MORE OR LESS.

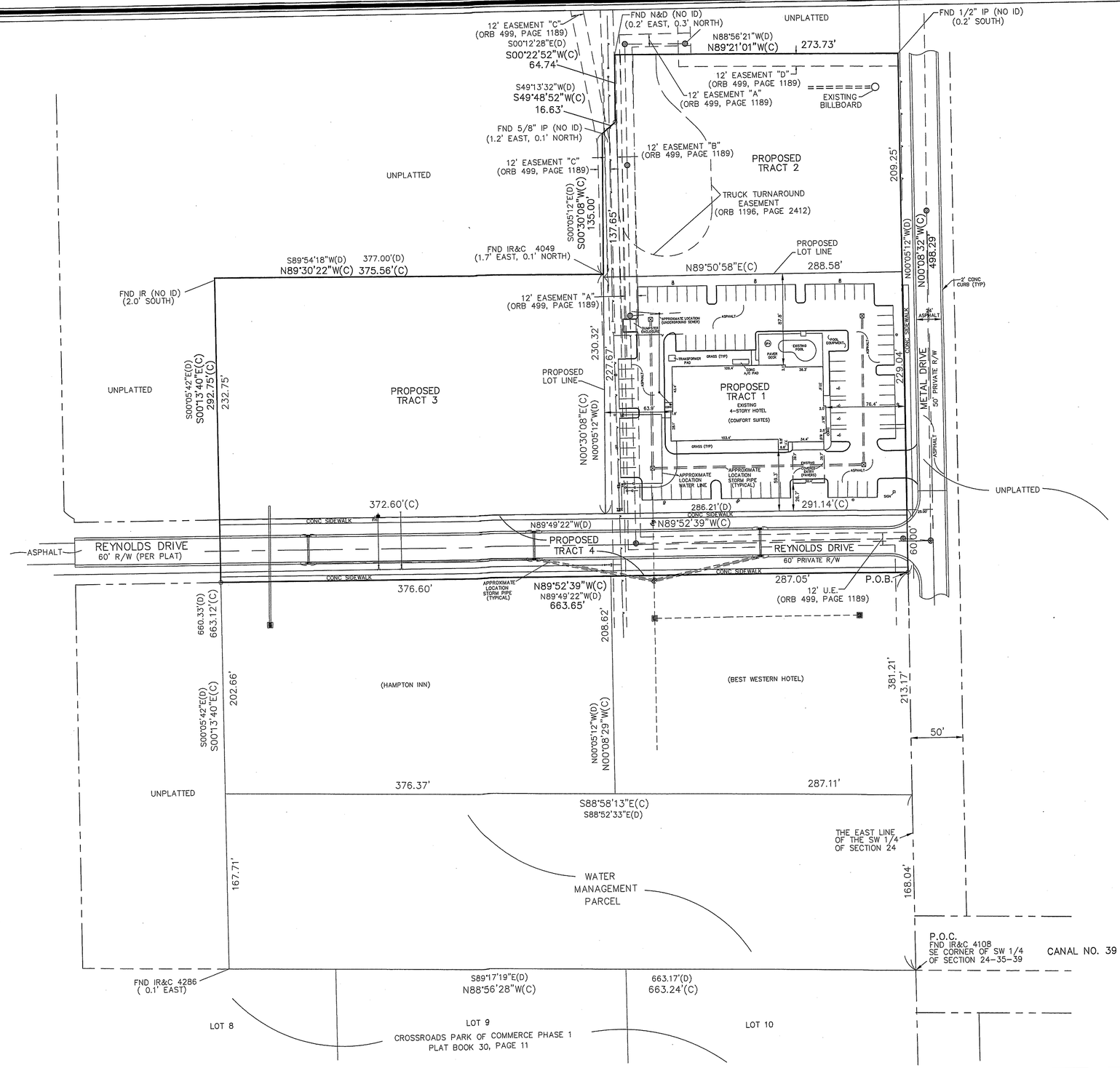
SURVEY NOTES

1. THIS SURVEY IS NOT VALID WITHOUT A SIGNATURE AND ORIGINAL EMBOSSED SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR.
2. DESCRIPTIONS PROVIDED BY CLIENT AND/OR THEIR AGENT.
3. THE LAST DATE OF FIELD WORK WAS APRIL 25, 2017.
4. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF METAL DRIVE BEARING NORTH 00°05'12" WEST, PER DEED AND AS MONUMENTED. ALL BEARINGS ARE RELATIVE THERETO.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, SETBACKS, RESERVATIONS AND RIGHT-OF-WAYS APPEARING IN THE PUBLIC RECORDS.
6. PROPERTY IS VACANT EXCEPT FOR EXISTING HOTEL SITE (PROPOSED TRACT 1) WITH IMPROVEMENTS.
7. PROPERTY LIES IN FLOOD ZONE X, PER MAP 12111C0170 F.

Richard C. Laventure — 5/1/17

RICHARD C. LAVENTURE
FLORIDA PROFESSIONAL LAND SURVEYOR # 5209

DATE



BOUNDARY SURVEY

PREPARED FOR

PREMIER HOSPITALITY, INC.

— REVISIONS —	BY	DATE

	BY	DATE
FIELD	MWH	4/27/17
CALCS.	RCL	4/25/17
DRAWN	JPH	4/26/17
CHECKED	RCL	4/26/17
FILE REF. 17.0530-1-2	FIELD BK./PG 04-110/67	

LAVENTURE & ASSOCIATES, INC.
PROFESSIONAL SURVEYING AND MAPPING
774 WEST MIDWAY ROAD
FORT PIERCE, FLORIDA 34982
LB 7056 (772) 398-6430 Phone (772) 398-6426 Fax

DATE: 5/1/17
HORIZ. SCALE: 1"=50'
VERT. SCALE: N/A
JOB No. 17.0530-1-2
SHEET 1 OF 1

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2285288 OR BOOK 1816 PAGE 1730
Recorded:10/08/03 13:30

* Doc Assump: $ 0.00
* Doc Tax : $ 5,031.60
* Int Tax : $ 0.00

THIS INSTRUMENT PREPARED BY
RECORD AND RETURN TO:

Craig J. Mandell, Esq.
Moskowitz, Mandell, Salim & Simowitz, P.A.
800 Corporate Drive, Suite 510
Ft. Lauderdale, FL 33334

Folio No. 2324-341-0002-000/3

WARRANTY DEED

THIS INDENTURE, made this 3 day of October, 2003, by and between SOUTH FLORIDA REAL ESTATE & MANAGEMENT CORP., a Florida corporation, ("Grantor") whose address is 100 Market Street, Bldg. 1, Portsmouth, NH 03801 and PREMIER HOSPITALITY, INC., a Florida corporation ("Grantee"), whose address is 1500 SE 5th Avenue, Dania Beach, FL 33004.

WITNESSETH: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to them in hand paid by Grantee, the receipt of which is hereby acknowledged, have granted, bargained and sold to Grantee, and the heirs and assigns of Grantee, forever, the following described real property located in St. Lucie County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

together with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This conveyance is subject to the following:

1. Comprehensive land use plans, zoning restrictions, prohibitions and other requirements imposed by governmental authority;
2. Restrictions and matters appearing on the plat or otherwise common to the subdivision;
3. Oil, gas and mineral rights of record without right of entry;
4. Unplatted public utility easements of record;
5. Taxes for the year 2003 and subsequent years.

EXHIBIT "A"

LEGAL DESCRIPTION

A Parcel of land lying and being in Section 24, Township 35 South, Range 39 East, as recorded in Official Records Book 780, Page 1554 of the Public Records of St. Lucie County, Florida more particularly described as follows:

Begin at the Southeast corner of the Southwest 1/4 of said Section 24; thence run North 00° 05' 12" West along the East line of the Southwest 1/4 of said Section 24 for a distance of 879.50 feet; thence North 88° 56' 21" West for a distance of 273.73 feet; thence South 00° 12' 28" East for a distance of 64.74 feet; thence South 49° 13' 32" West for a distance of 16.63 feet; thence South 00° 05' 12" East for a distance of 135.00 feet; thence South 89° 54' 18" West for a distance of 377.00 feet; thence South 00° 05' 42" East for a distance of 660.33 feet to a point on the South line of the Southwest 1/4 of said Section 24; thence South 88° 52' 33" East along said South line for a distance of 661.60 feet (663.20 feet measured) to the Point of Beginning.

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2881597 OR BOOK 2591 PAGE 2360, Recorded 06/19/2006 at 09:32 AM
Doc Tax: $0.70

Prepared By:
Louis L. Hamby III, Esq.
Alley, Maass, Rogers & Lindsay, P.A.
P.O. Box 431
Palm Beach, FL 33480
WC #71

EASEMENT AGREEMENT

This Agreement is made and entered into this 9th day of June, 2006, by and between FORT PIERCE COMMERCIAL PROPERTY, LLC, a Florida limited liability company ("FPCP") and GMRI, INC., a Florida corporation ("GMRI").

WITNESSETH:

WHEREAS, Ronald J. Curtis and Stephen Spalter entered into a Declaration of Covenants, Conditions and Restrictions agreement dated October 31, 1994 and recorded as File Number 1361719 in OR Book 0929, page 0071, in St. Lucie County, Florida ("Declaration") which encumbered a 15.16 acre tract more particularly described therein; and,

WHEREAS, by termination document recorded in OR Book 2259, page 2985 of the Public Records of St. Lucie County, Florida ("Termination"), FPCP terminated the Declaration; and,

WHEREAS, the parties wish to acknowledge the Termination and agree to certain covenants, conditions, and easements as more particularly set forth herein.

NOW THEREFORE, in consideration of the above and the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. FPCP gives and grants to GMRI an easement for ingress, egress, roadways, and utilities over the easement areas described on Exhibits A and B attached hereto and an easement for drainage into the pond parcel described on Exhibit C attached hereto ("the Pond Parcel"). These easements shall be perpetual, non-exclusive easements appurtenant to the property owned by GMRI as more particularly described on Exhibit D attached hereto ("the Benefited Property"), and shall run with the land and inure to the benefit of all future owners of the Benefited Property.

2. GMRI agrees that it will utilize the easements in substantially the same manner as they are presently utilized by GMRI and that it will not intentionally substantially increase the use or burden of the easements in the future.

3. GMRI acknowledges that the easement areas described on Exhibits A, B and C ("the Easement Areas") may also be used by some or all of the property described on Exhibit E attached hereto ("the FPCP Property") and that FPCP may arrange for some or all of the FPCP Property to be governed by a Declaration of Covenants, Conditions, Easements and Restrictions ("the New Declaration") which, among other things, will provide for the maintenance and repair of the Easement Areas. Although GMRI will not be a party to or bound by the New Declaration, GMRI agrees to pay its proportionate share of the maintenance and repair expenses for the Easement Areas, only. GMRI's proportionate share shall be determined by taking the total square feet of the Benefited Property and dividing it by the total square feet of the Benefited Property plus the total square feet of the FPCP Property.

4. The maintenance and repair expenses that GMRI shall pay its proportionate share of shall include:

a. The cleaning, sweeping, re-paving, resurfacing, hole patching and other maintenance and repair of any roadways and curbs within the Easement Areas.

b. All landscape maintenance including mowing, weeding, trimming, replacement of dead grass and clearing of debris within the Easement Areas.

c. All dredging, clearing and other maintenance activities associated with the Pond Parcel to the extent required by any applicable governmental agency or body, but not including any expansion of the Pond Parcel or related work to it that is necessary only to accommodate further drainage into the Pond Parcel by purchasers or users of some or all of the FPCP property.

d. Insurance premiums for reasonable comprehensive general liability insurance and property damage coverage with respect to the Easement Areas.

5. On an annual or other periodic basis, GMRI shall receive a written notification from FPCP or the Association under the New Declaration, specifying the total maintenance and repair expenses for the Easement Areas ("Easement Area Invoice") for which GMRI shall pay its share. FPCP or the Association shall segregate the costs to maintain and repair the Easement Areas and shall provide documentation that clearly identifies that costs to maintain no other portion of the FPCP Property, except for the Easement Areas, have been included. Provided such sufficient documentation is included validating the costs shown on the Easement Area Invoice, within thirty (30) days after receipt GMRI shall pay to FPCP or the Association under the New Declaration, as specified in the notice, GMRI's proportionate share of such expenses. GMRI shall be permitted to review all records pertaining to the expenses to verify that they are legitimate and appropriate. GMRI's obligation to pay its proportionate share of expenses shall constitute a lien on the Benefited Property and if any payments owed hereunder are not timely paid, FPCP or the Association under the New Declaration, as the case may be, may file a document evidencing such lien and foreclose the lien against the Benefited Property in addition to pursuing any and all other rights and remedies that may be available for collection of the monies owed by GMRI hereunder.

6. GMRI acknowledges that in the future some or all of the Easement Areas may be dedicated to a public agency or governmental unit, and the easements established hereunder are subject to this possibility.

7. This Agreement shall be binding on and inure to the benefit of the parties' successors and assigns. In the event of any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees at the trial and all appellate levels. This Agreement shall not be construed less favorably against either party due to the fact that it was prepared by counsel for such party. This Agreement may not be modified or amended except by written document executed by both parties and recorded in the Public Records of St. Lucie County, Florida. Venue for any litigation arising out of or in connection with this Agreement shall be solely in St. Lucie County, Florida. No failure to enforce any provisions of this Agreement shall be deemed a waiver of the rights of a party. No waiver shall exist unless a document specifying the waiver has been executed and recorded in the Public Records of St. Lucie County, Florida.

(This is the signature page for Easement Agreement for property located in Fort Pierce, FL)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Signature of Witness
Carlos Montoya
Printed Name of Witness

Signature of Witness
Ariel DeArmas
Printed Name of Witness

FORT PIERCE COMMERCIAL PROPERTY, LLC

By: _____
Cristobal Jimenez, President

Beth M. Stute
Signature of Witness
Beth M. Stute
Printed Name of Witness

Maggie Mathuich
Signature of Witness
Maggie Mathuich
Printed Name of Witness

GMRI, INC.

By: _____
Jo El Quinlan
Its: Senior Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 9th day of June, 2006, by Cristobal Jimenez, the President of Fort Pierce Commercial Property, LLC, on behalf of the company.

Carol J MacLean
My Commission DD356127
Expires September 19, 2008

Carol J MacLean
Notary Public, State of Florida
Carol J. MacLean
Print Name of Notary Public
Commission #: DD356127

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

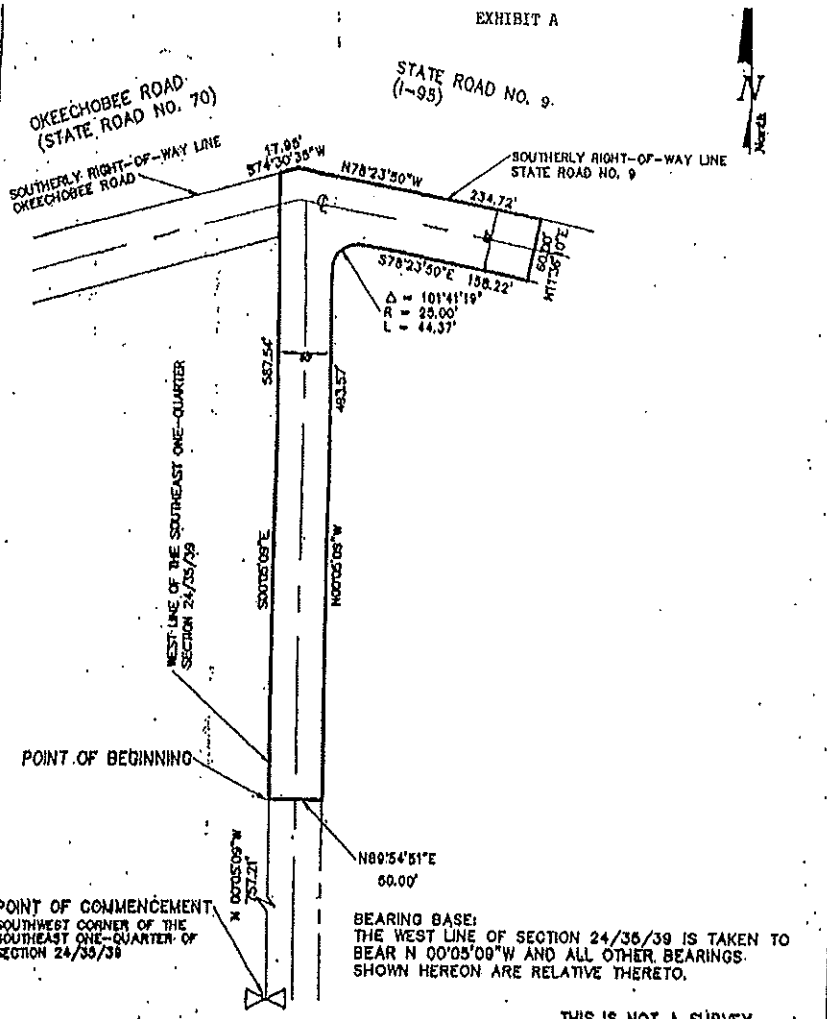
The foregoing instrument was acknowledged before me this 5th day of June, 2006, by Joel Quinlan, the Sr. Vice President of GMRI, Inc., on behalf of the company.

SHARON JEAN FOULK
Commission # DD 397342
My Commission Expires
April 04, 2009

Sharon Jean Foulk
Notary Public, State of Florida
Sharon Jean Foulk
Print Name of Notary Public
Commission #: DD397342

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

EXHIBIT A



THIS IS NOT A SURVEY

CERTIFICATE: I hereby certify that the sketch of description represented hereon dated this 12 day of Oct, 19 94, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

THOMAS C. VIKSUN
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA NO. 4302

REVISIONS:

PROJECT NAME:
SKETCH AND LEGAL DESCRIPTION FOR:
RED LOBSTER

LINDAHL, BROWNING, FERRARI & HELLSTROM, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS
210 JUPITER LAKES BLVD. P.O. BOX 727 JUPITER, FLORIDA 33468
2222 COLONIAL ROAD SUITE 201 FORT PIERCE, FLORIDA 34950
2400 S.E. MONTEREY ROAD SUITE 300 STUART, FLORIDA 34999
2000 PALM BEACH LAKES BLVD. SUITE 701 WEST PALM BEACH, FLORIDA 33409

Scale	Field	NA	Sheet	Field Book	LEGAL DESC. FILE NO.
1" = 100'	Design		1 Of 2	Pg.	
Date	Drawn	CK	Drawing No.	Work Order No.	
10-12-94	Checked	TV		93-272	

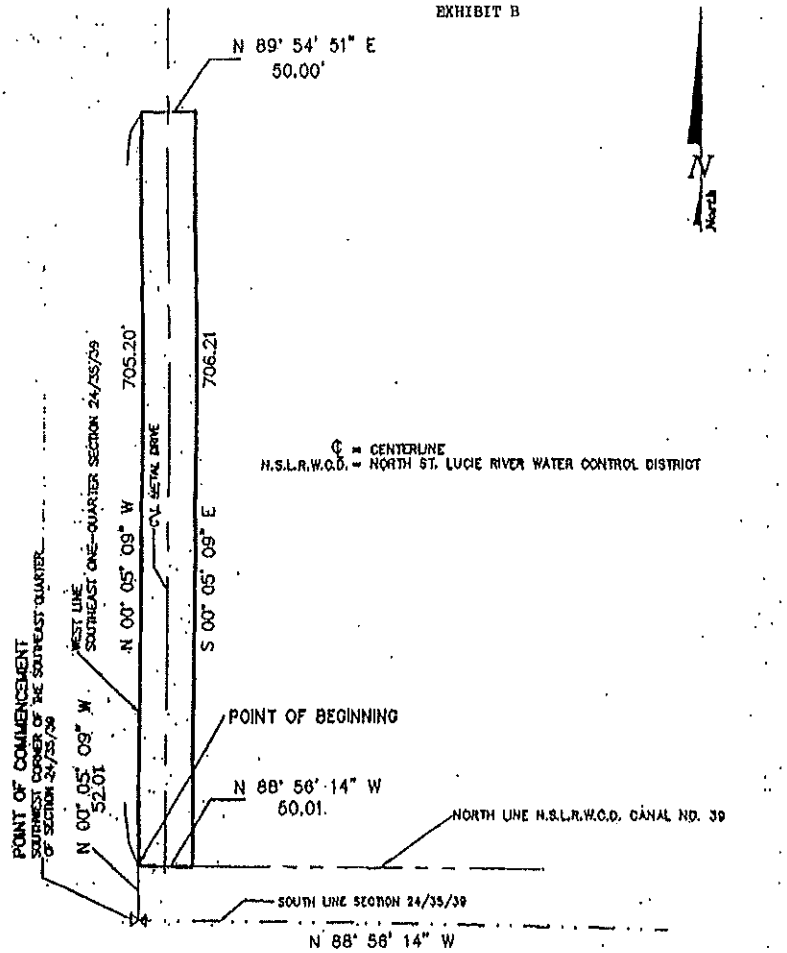
NORTH METAL DRIVE & DARTER CT.
93-272

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 24; PROCEED NORTH 00°05'09" WEST ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 757.21 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°54'51" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 60.00 FEET EASTERLY OF AND PARALLEL WITH SAID WEST LINE; THENCE NORTH 00°05'09" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 493.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°41'19", A DISTANCE OF 44.37 FEET TO THE POINT OF TANGENCY AND TO A POINT ON A LINE 60.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (I-95); THENCE SOUTH 78°23'50" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 158.22 FEET; THENCE NORTH 11°36'10" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9; THENCE NORTH 78°23'50" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 234.72 FEET; THENCE CONTINUE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (STATE ROAD NO. 70), SOUTH 74°30'35" WEST, A DISTANCE OF 17.95 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF THE SOUTHEAST ONE-QUARTER; THENCE SOUTH 00°05'09" EAST ALONG SAID WEST LINE, A DISTANCE OF 567.54 FEET TO THE POINT OF BEGINNING.

EXHIBIT B



BEARING BASE: THE SOUTH LINE OF SECTION 24/35/39 IS TAKEN TO BEAR N 88° 56' 14" W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS IS NOT A SURVEY

CERTIFICATE: I hereby certify that the sketch of description represented hereon dated this 14 day of Oct, 19 94 is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Land Surveyors pursuant to Section 472.027, Florida Statutes.

THOMAS C. VOKOUN
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA NO. 4382

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

REVISIONS:

PROJECT NAME:
SKETCH AND LEGAL DESCRIPTION FOR:
RED LOBSTER

LINDAHL, BROWNING, FERRARI & HELLSTROM, INC.
CONSULTING ENGINEERS/PLANNERS & SURVEYORS
210 JUPITER LAKES BLVD. P.O. BOX 727 JUPITER, FLORIDA 33468
8333 COLONIAL ROAD SUITE 201 FORT PIERCE, FLORIDA 34950
2400 S.E. MONTEREY ROAD SUITE 300 STUART, FLORIDA 34996
2000 PALM BEACH LAKES BLVD. SUITE 701 WEST PALM BEACH, FLORIDA 33409

Scale	Field	Design	Sheet	Field Book	FILE NO.
1" = 100'	NA		1 of 2	Pg.	
Date 10-12-94	Drawn CK	Checked TV	Drawing No.	Work Order No. 93-272	

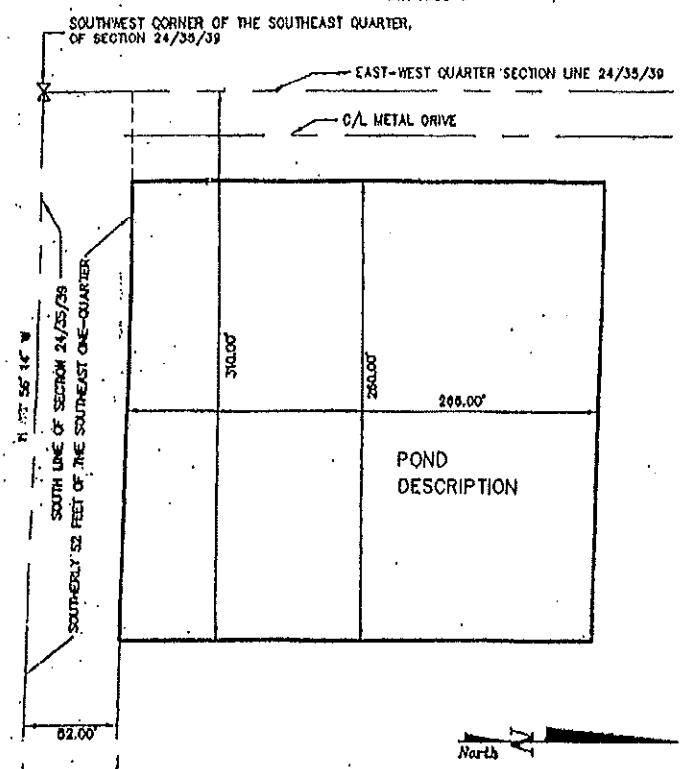
SOUTHERLY METAL DRIVE
93-272

LEGAL DESCRIPTION:

AN EASEMENT FOR DRAINAGE AND UTILITY PURPOSES LYING OVER AND ACROSS A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA:

COMMENCE AT THE SOUTHWEST CORNER OF SOUTHEAST ONE-QUARTER OF SAID SECTION 24, PROCEED NORTH 00°05'09" WEST ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 52.01 FEET TO A POINT ON THE NORTH LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT (NSLRWCD) CANAL NUMBER 39, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°05'09" WEST, ALONG SAID WEST LINE, A DISTANCE OF 705.20 FEET; THENCE NORTH 89°54'51" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 50.00 FEET EASTERLY OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER; THENCE SOUTH 00°05'09" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 705.21 FEET TO A POINT ON SAID NORTH LINE OF NSLRWCD CANAL NUMBER 39; THENCE NORTH 88°56'14" WEST ALONG SAID CANAL 39 NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT C



BEARING BASE:
THE SOUTH LINE OF SECTION 24/35/39 IS TAKEN TO BEAR N 88°56'14"W AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

THIS IS NOT A SURVEY

CERTIFICATE: I hereby certify that the sketch of description represented hereon, dated this 12 day of Oct, 19 94, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

THOMAS C. VOKOUN
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA NO. 3108

REVISIONS:

PROJECT NAME:
SKETCH AND LEGAL DESCRIPTION FOR:
RED LOBSTER

LINDAHL, BROWNING, FERRARI & HELLSTROM, INC. CONSULTING ENGINEERS/PLANNERS & SURVEYORS 810 JUPITER LAKES BLVD. PHO BOX 727 JUPITER, FLORIDA 33468 2222 COLONIAL ROAD SUITE 201 FORT PIERCE, FLORIDA 34950 2400 S.E. MONTEREY ROAD SUITE 300 STUART, FLORIDA 34995 2000 PALM BEACH LAKES BLVD. SUITE 701 WEST PALM BEACH, FLORIDA 33409	Scale 1" = 60'	Field NA Design	Sheet 1 of 2	Field Book Pg.	LEGAL DWG FILE NO.
	Date 10-12-94	Drawn CK Checked TV	Drawing No.	Work Order No. 93-272	

POND DESCRIPTION
93-272

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING THE SOUTHERLY 266.00 FEET OF THE EASTERLY 260 FEET OF THE WESTERLY 310 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTHERLY AND WESTERLY LINES THEREOF, OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE 95 RIGHT-OF-WAY, LESS THE SOUTH 52 FEET, ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

EXHIBIT D

LE AL DESCRIPTION

A PARCEL OF LAND LYING WITH THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 24; THENCE NORTH 00°05'09" WEST ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 757.21 FEET; THENCE NORTH 89°54'51" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE BEING 50.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER. SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 00°05'09" WEST ALONG SAID LINE, A DISTANCE OF 493.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°41'19" A DISTANCE OF 44.37 FEET TO THE POINT OF TANGENCY AND TO A POINT ON A LINE BEING 60.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (I-95); THENCE SOUTH 78°23'50" EAST, ALONG SAID LINE, A DISTANCE OF 158.22 FEET TO A POINT ON A LINE BEING 235.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER; THENCE SOUTH 00°05'09" EAST ALONG SAID LINE, A DISTANCE OF 486.00 FEET; THENCE SOUTH 89°54'51" WEST, A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.14 ACRES MORE OR LESS.

Legal Description

That part of the Southeast ¼ of Section 24, Township 35 South, Range 39 East, lying Southwesterly of the Southwesterly right-of-way of Interstate 95 right-of-way, less the South 52 feet, all lying and being in St. Lucie County, Florida.

Less and Except the property conveyed in Official Records Book 929, page 66, public records of St. Lucie County, Florida, and as described as follows:

A parcel of land lying with the Southeast one-quarter of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida: Commence at the Southwest corner of said Southeast one-quarter of Section 24, thence North 00°05'09" West along the West line of said Southeast one-quarter, a distance of 757.21 feet; thence North 89°54'51" East, a distance of 50.00 feet to a point on a line being 50.00 feet Easterly of and parallel with the West line of said Southeast one-quarter. said point also being the Point of Beginning of the herein described parcel of land; thence North 00°05'09" West along said line, a distance of 493.57 feet to the point of curvature of a curve concave to the Southeast, having a radius of 25.00 feet; thence Northeasterly along the arc of said curve through a central angle of 101°41'19" a distance of 44.37 feet to the point of tangency and a point on a line being 60.00 feet Southerly of and parallel with the Southerly right-of-way line of State Road No. 9 (I-95); thence South 78°23'50" East, along said line, a distance of 158.22 feet to a point on a line being 235.00 feet Easterly of and parallel with the West line of said Southeast one-quarter; thence South 00°05'09" East along said line, a distance of 486.00 feet; thence South 89°54'51" West, a distance of 185.00 feet to the Point of Beginning.

EXHIBIT E

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Final Plat - Home 2 Suites

NOTICES PROVIDED PURSUANT TO: 22-143

NOTICE BY NEWSPAPER: 10-6-2019

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon C. Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 10-9-2019

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Piercein 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.

October 6, 2019

Subscribed and sworn to before on October 7, 2019:

Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $98.28
Ad No: 0003824094
Customer No: 1330884
PO #:

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINC

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 18-9 of the Code of Ordinances of the City of Fort Pierce, will on Monday, October 21, 2019 hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1. Review and approval of an application for Subdivision (Final Plat), submitted by property owner, Premier Hospitality, Inc, & applicant/representative Richard Laventure of Laventure & Associates, Inc to subdivide 5.79 acres of land into three (3) parcels at or near 6505 Metal Drive in Fort Pierce, FL. The property is zoned C-3, General Commercial. Parcel ID: 2324-341-0002-000-3.

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

ANY PERSONSEEKINGTO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOINGIS ADVISED THAT A RECORD OF PROCEEDING IS REQUIRED IN ANY SUCH APPEALAND THAT SUCHPERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGSS MADE INCLUDING THE TESTIMONY AND EVIDENCEUPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 10/6/2019
TCN3824094

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

Meeting Date: 10/21/2019

Re: Development Review - Home 2 - 6505 Metal Drive

SUBJECT:

Quasi-Judicial Hearing - Application for Site Plan and Design Review submitted by property owner, Premier Hospitality, Inc, and the applicant/representative, Richard Laventure, of Laventure & Associates, Inc to construct a 58,083 square foot, four-story, 95 room Hotel at 6505 Metal Drive, Fort Pierce, FL. The property is zoned General Commercial (C-3). Parcel ID: 2402-501-0001-010-8.

SUMMARY:

- In accordance with Section 22-22, 22-31, 22-58, and 22-59, of the City Code, the applicant is requesting the review and approval of a Development Review and Design Review for the construction and operation of a four-story, 95-room hotel to be known as “Home 2 Suites by Hilton.”
- The proposed building is to be four stories and will be a total of 58,083 square feet. The hotel itself will contain 95 rooms.
- The Planning Board at their meeting on August 13, 2019 voted 5-0 to recommend approval of the Development Review and Design Review Applications.

RECOMMENDATION:

Approve with Conditions

ALTERNATIVES:

Approve with Alternate Conditions
Disapprove

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Reivew Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Documentation & Supporting Documents

Applicant Packet Submitted to City
Public Notification Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/10/2019 09:39 AM

Form Started By: Brandon Creagan
Started On: 09/06/2019 12:19 PM
Final Approval Date: 10/09/2019

Development & Design Review

6505 Metal Drive

Aerial Map

Subject Site
PETERS RD
OKEECHOBEE RD
OKEECHOBEE RD
DARTER CT
METAL DR
INTERSTATE 95
INTERSTATE 95
CROSSROADS PKWY
CROSSROADS PKWY
REYNOLDS DR
THE SUNRISE CITY
FORT PIERCE
Florida
Development & Design Review
6505 Metal Drive
Aerial Map
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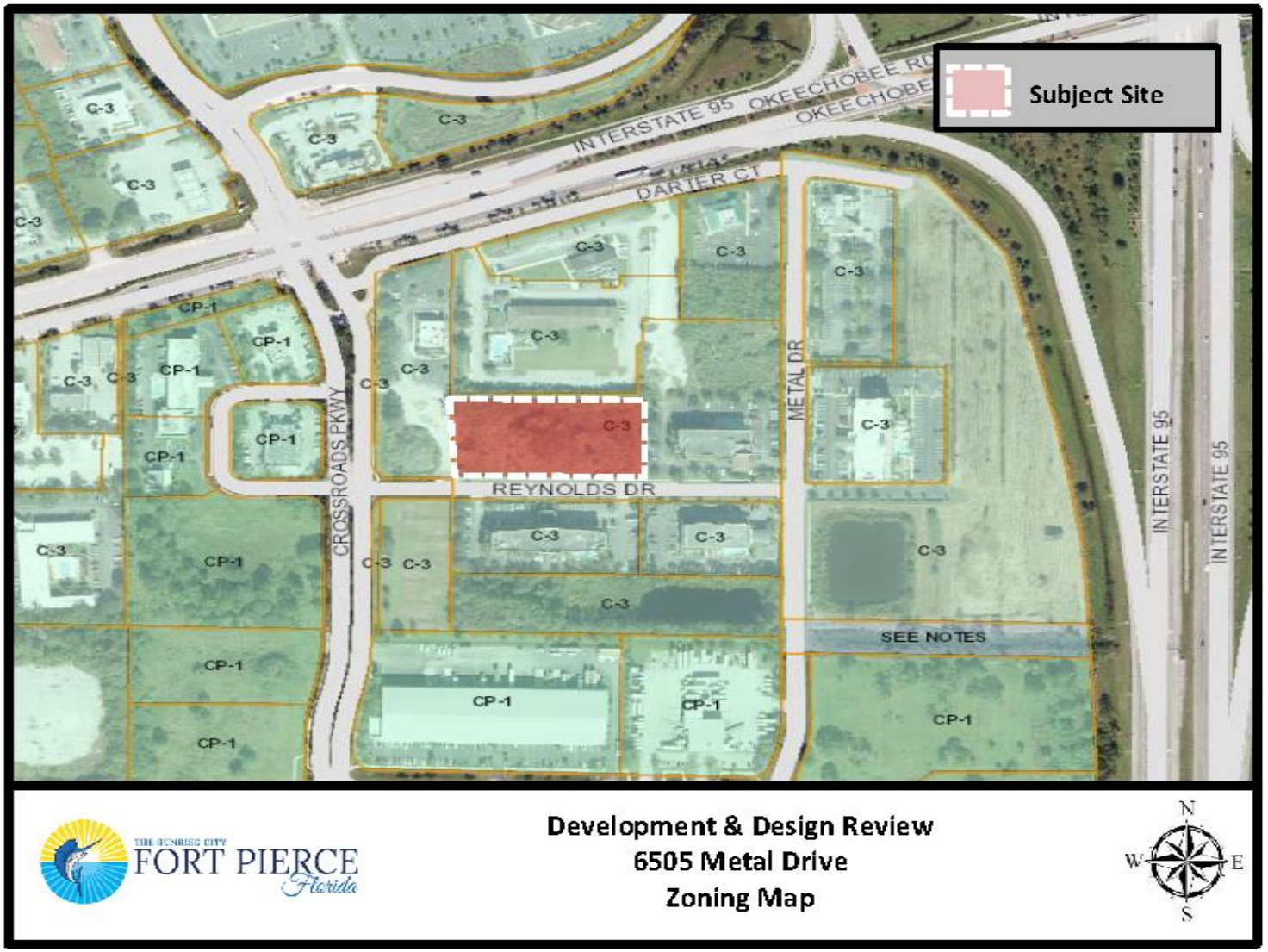
Zoning Map


Subject Site
INTERSTATE 95
OKEECHOBEE RD
DARTER CT
METAL DR
CROSSROADS PKWY
REYNOLDS DR
INTERSTATE 95
SEE NOTES
C-3
CP-1
THE SUNRISE CITY
FORT PIERCE
Florida
Development & Design Review
6505 Metal Drive
Zoning Map
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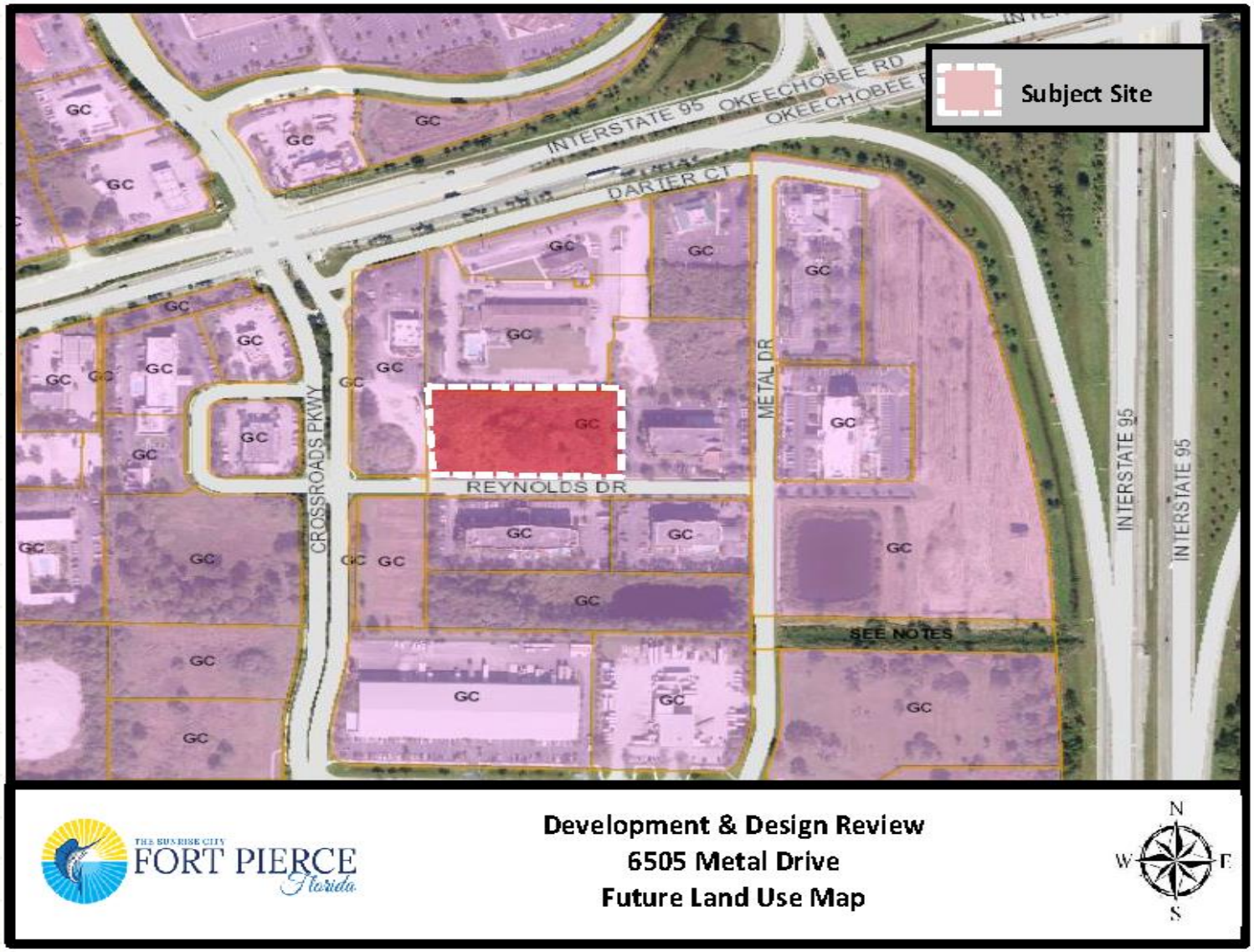
Future Land Use Map

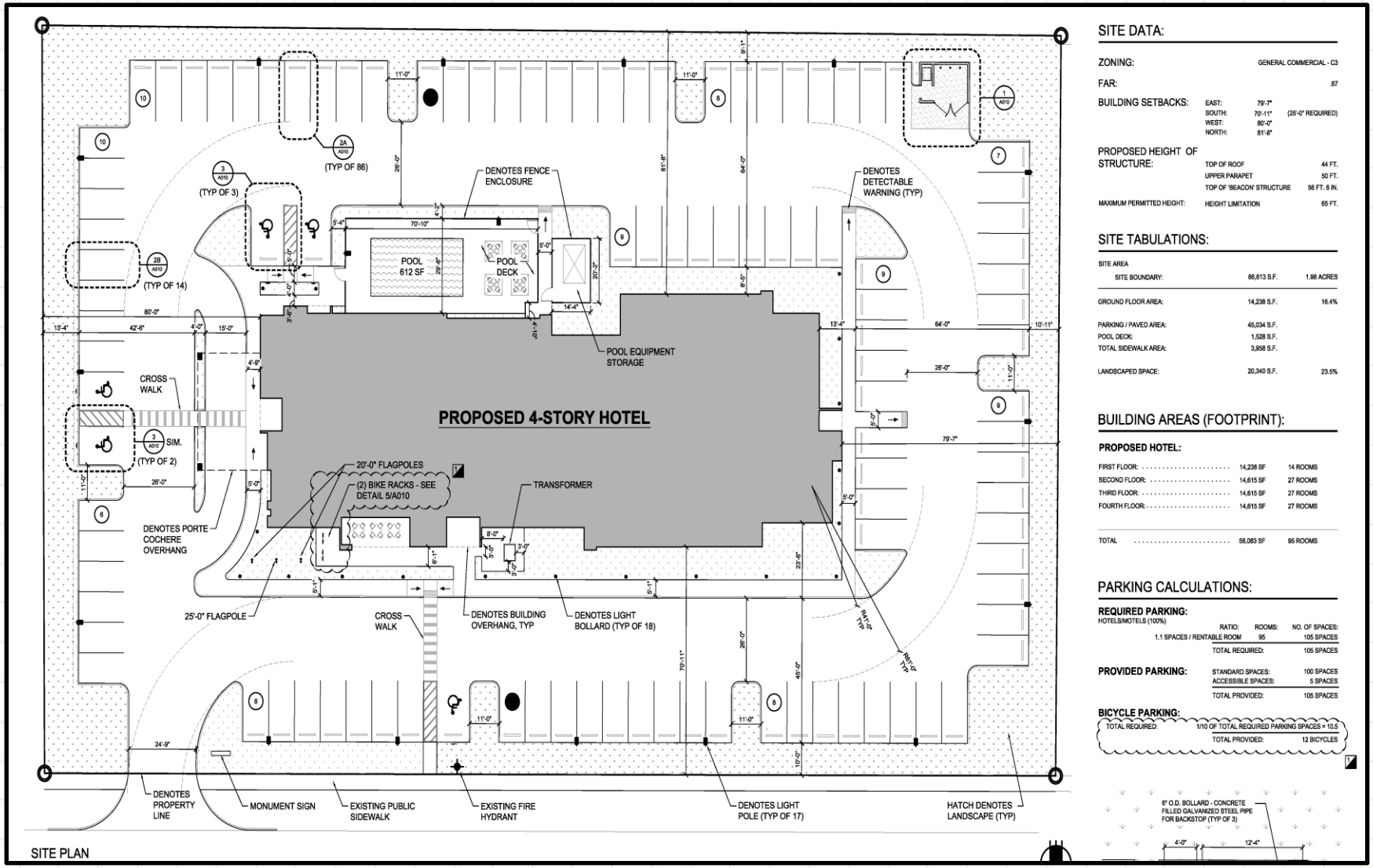


Conditional Use New Construction

Development & Design Review to construct a 4-story, 95 room hotel.

- Staff recommends **<u>Approval</u>**
  - ❑ Planning Board recommends approval by a vote of 5-0
  - ❑ A Hotel is an allowed use in the C-3, GC zoning district with a Conditional Use, if appropriate.
  - ❑ The project is consistent with the City's Land Development Code and Comprehensive Plan.

Site Plan


PROPOSED 4-STORY HOTEL
POOL 612 SF
POOL DECK
POOL EQUIPMENT STORAGE
DENOTES FENCE ENCLOSURE
DENOTES DETECTABLE WARNING (TYP)
CROSS WALK
SIM. (TYP OF 2)
(TYP OF 3)
(TYP OF 86)
(TYP OF 14)
20'-0" FLAGPOLES
(2) BIKE RACKS - SEE DETAIL 5/A010
TRANSFORMER
DENOTES PORTE COCHERE OVERHANG
25'-0" FLAGPOLE
CROSS WALK
DENOTES BUILDING OVERHANG, TYP
DENOTES LIGHT BOLLARD (TYP OF 18)
DENOTES PROPERTY LINE
MONUMENT SIGN
EXISTING PUBLIC SIDEWALK
EXISTING FIRE HYDRANT
DENOTES LIGHT POLE (TYP OF 17)
HATCH DENOTES LANDSCAPE (TYP)
SITE PLAN
SITE DATA:
ZONING: GENERAL COMMERCIAL - C3
FAR: .67
BUILDING SETBACKS: EAST: 79'-7" SOUTH: 70'-11" (25'-0" REQUIRED) WEST: 80'-0" NORTH: 81'-8"
PROPOSED HEIGHT OF STRUCTURE: TOP OF ROOF 44 FT. UPPER PARAPET 50 FT. TOP OF 'BEACON' STRUCTURE 56 FT. 6 IN.
MAXIMUM PERMITTED HEIGHT: HEIGHT LIMITATION 65 FT.
SITE TABULATIONS:
SITE AREA
SITE BOUNDARY: 86,613 S.F. 1.98 ACRES
GROUND FLOOR AREA: 14,238 S.F. 16.4%
PARKING / PAVED AREA: 45,034 S.F.
POOL DECK: 1,528 S.F.
TOTAL SIDEWALK AREA: 3,958 S.F.
LANDSCAPED SPACE: 20,340 S.F. 23.5%
BUILDING AREAS (FOOTPRINT):
PROPOSED HOTEL:
FIRST FLOOR: 14,238 SF 14 ROOMS
SECOND FLOOR: 14,615 SF 27 ROOMS
THIRD FLOOR: 14,615 SF 27 ROOMS
FOURTH FLOOR: 14,615 SF 27 ROOMS
TOTAL 58,083 SF 95 ROOMS
PARKING CALCULATIONS:
REQUIRED PARKING:
HOTELS/MOTELS (100%) RATIO: ROOMS: NO. OF SPACES:
1.1 SPACES / RENTABLE ROOM 95 105 SPACES
TOTAL REQUIRED: 105 SPACES
PROVIDED PARKING: STANDARD SPACES: 100 SPACES ACCESSIBLE SPACES: 5 SPACES
TOTAL PROVIDED: 105 SPACES
BICYCLE PARKING:
TOTAL REQUIRED: 1/10 OF TOTAL REQUIRED PARKING SPACES = 10.5
TOTAL PROVIDED: 12 BICYCLES
6" O.D. BOLLARD - CONCRETE FILLED GALVANIZED STEEL PIPE FOR BACKSTOP (TYP OF 3)

Design Review

Staff Recommendation

The requested Applications for Development Review & Design Review meet the requirements of the City Code and are found to be consistent with the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requests with the following five (5) conditions.

1. Before a Certificate of Occupancy is issued, provide a landscape bond for all proposed landscaping pursuant to City Code 22-180.

2. The Final Plat shall be approved by the City Commission prior to review & approval by the City Commission.

3. Provide a copy of the South Florida Water Management District permit modification to the City of Fort Pierce Engineering Department at the time of Building Permit.

4. If alcohol will be sold on site, an Alcohol License will need to be obtained and reviewed by the Planning Department.

5. All comments from the St. Lucie County Fire District shall be satisfactorily addressed at the time of Building Permit submittal

CC Recommendations

Possible actions of the City Commission:

- **APPROVE** the Development & Design Review Application with no changes.
    - Planning Board recommends approval by a vote of 5-0
    - Staff recommends that the Planning Board approve the Development & Design Review Applications with five (5) conditions
- **APPROVE** of the proposed Development & Design Review Application with changes.
- **DISAPPROVAL** of the proposed Development & Design Review Application

Development & Design Review

6505 Metal Drive

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, P.E., City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

SUBJECT: **Application for Development, Design Review, and Subdivision (Final Plat)**
Home 2 Suites
6505 Metal Drive

BOARD DATE: October 21, 2019

STAFF REPORT

Owner:
Fort Pierce Hotel, LLC
1500 SE 5th Avenue
Dania Beach, FL 33004

Representative:
Atlantic Civil Engineering, Inc
2552 Peters Road, Suite D
Fort Pierce, FL 34945

Applicant's Request:
Approval of an Application for Development & Design Review to construct a 4 Story, 95 room Hotel

Approval of a Final Plat to create 3 lots

Location: 6505 Metal Drive

Parcel ID: 2402-501-0001-010-8

Current Zoning: General Commercial (C-3)

Future Land Use: General Commercial (GC)

Surrounding Zoning:

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

Site Size:
1.98 Acres (Project Site)
5.79 Acres (Final Plat)

Utilities: FPUA

Staff Analysis:
Request

In accordance with Section 22-22, 22-31, 22-58, and 22-59, of the City Code, the applicant is requesting the review and approval of a Development Review and Design Review for the construction and operation of a four story, 95-room hotel to be known as "Home 2 Suites by Hilton."

Concurrent with this application the applicant, is also requested review and approval of a Final Plat to subdivide 5.79 acres into three parcels with one public access tract.

Site & Landscaping Plan

The proposed building is to be four stories and will be a total of 58,083 square feet. The hotel itself will contain 95 rooms. The first floor will be 14,238 square feet and will consist of 14 rooms. Floors two through four will total 14,615 square feet and have 27 rooms each. A pool is proposed that will be approximately 612 square feet and will have a seating area next to the pool. The proposed building is under the maximum allowable height of 65 feet in the General Commercial Zoning District (C-3). More specifically, the top of roof is proposed at 44 feet. The height of the parapet is 6 feet, and the combined height of the building, including the roof equipment, will be 56 feet, 6 inches.

The parking for the site is provided at a ratio of 1.1 parking spaces per room, which equates to 105 required parking spaces. The applicant has provided 105 parking spaces on the site plan. Bicycle parking is also required to be provided at a ratio of 1 space per 10 parking spaces. Based on the 105 required parking spaces, the applicant needs to provide 11 bicycle parking spaces, and 12 are being proposed. Lastly, the applicant is providing five handicap spaces per the requirement of City Code 22-60(c)(3).

The Landscape Plan is consistent with City Code 22-187, General Landscaping Requirements. The Lighting Plan is also consistent with City Code 22-60(J)(1)(d). The proposed plan provides for a minimum average lighting in the parking lot will be 3.34 footcandles.

Design Review

The City's Design Review guidelines provide approaches to design situations that will contribute to the existing and developing character of the City. The intent of the City's design review process is not to stifle innovative architecture, but rather to assure respect for and reduce incompatible and adverse impacts on the visual experience throughout the City. This may be accomplished through respectful interpretation of vernacular building typologies and styles in proposed development. Proposed designs should take cues from traditional proportioning systems and be synonymous with a chosen style.

The hotels design will incorporate the following colors Silver Fox, Amherst Gray, White Water, Bright Lime, and Twilight. The color scheme for the hotel has undergone a transformation from what was submitted at the Technical Review level and what is being submitted to the Planning Board. Staff had concerns regarding the color scheme chosen for the hotel at the Technical Review level, specifically the Bright Lime color. The applicant has since mitigated those concerns by switching the color scheme for the building to focus less on the Bright Lime color and instead focus on the Twilight color, which is more of a dark blue. The Bright Lime color has been relegated to more of an accent color than a primary color. The building now will also feature

applied stone on portions of the building instead of brick. The equipment for the mechanical and HVAC equipment will be located on the roof and will be screened by a parapet around the top of the building.

Traffic

The conclusion of the Traffic Analysis provided by the applicant states that as a result of the low number of peak hour trips anticipated for the site, there will not be any significant impacts to the adjacent roadway network. The traffic analysis further states that "all roadway segments within the radius of impact are expected to operate at an acceptable level of service for the five-year horizon of 2024." All specific trip numbers can be found in the Capacity Analysis or the Traffic Analysis provided by the applicant.

Technical Review Committee

All affected City Departments have reviewed the proposed Applications for Development Review and Design Review and have provided conditional approval based on compliance with requirements of City Code. The comments generated from the technical review, and any responses by the applicant, are provided.

Planning Board:

The Planning Board at their meeting on August 13, 2019 voted 5-0 to recommend approval of the Development Review and Design Review Applications. The Planning Board does not review Final Plats pursuant to City Code 18-9 (b).

Staff Recommendation: Development Review & Design Review

The requested Applications for Development Review and Design Review meet the requirements of the City Code and are found to be consistent with the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the request with the following five conditions.

1. Before a Certificate of Occupancy is issued, provide a landscape bond for all proposed landscaping pursuant to City Code 22-180.

2. The Final Plat shall be approved by the City Commission prior to review & approval by the City Commission.

3. Provide a copy of the South Florida Water Management District permit modification to the City of Fort Pierce Engineering Department at the time of Building Permit.

4. If alcohol will be sold on site, an Alcohol License will need to be obtained and reviewed by the Planning Department.

5. All comments from the St. Lucie County Fire District shall be satisfactorily addressed at the time of Building Permit submittal

Staff Recommendation: Final Plat

The Final Plat meets the above standards of the City's Land Development Code and Comprehensive Plan; therefore, Staff recommends **APPROVAL** of the request with the following two conditions:

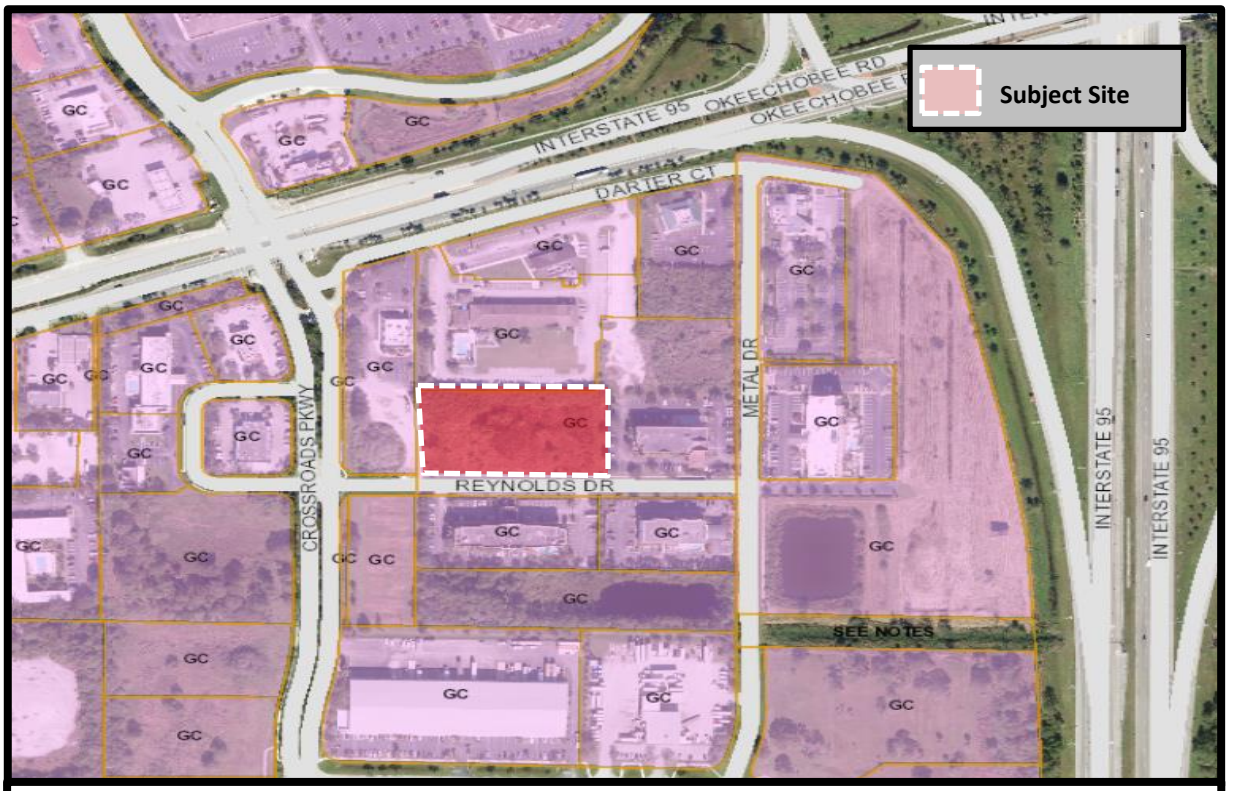
1. The applicant shall supply two (2) Mylars before the City Commission meeting for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

2. Prior to the City Commission meeting, provide a copy of the bonding mechanism. This surety shall cover the cost associated with the construction of the required sidewalk. An engineer's certified cost estimate, for $5,106.00, was previously submitted and approved. Once receipt of the executed Developer's Agreement and appropriate surety bond has occurred.

THE SUNRISE CITY FORT PIERCE Florida

Development & Design Review
6505 Metal Drive
Aerial Map

N W E S



THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
6505 Metal Drive
Future Land Use Map

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THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
6505 Metal Drive
Zoning Map

N
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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

July 18, 2019

Atlantic Civil Engineering, Inc
2552 Peters Road, Suite D
Fort Pierce, FL 34945

SUBJECT: **Home 2 Suites – 2324-341-0002-000-3**
TECHNICAL REVIEW PROJECT: # 19-07000005
DEVELOPMENT REVIEW & DESIGN REVIEW

Comments:

1. At the time of Building Permit, submit a Landscape Bond pursuant to City Code 22-180 for all landscaping.

2. Put a table on the Photometric Plan confirming that the minimum average footcandle in all parking lot areas are a minimum average of 2 footcandles. Also provide the maximum and minimum lighting numbers as well as the numbers for spillover onto all adjacent properties.

3. The Final Plat must be approved by the City Commission before this item is heard by the City Commission.

4. If there will be alcohol sales on site an Alcohol License will need to be obtain and reviewed by the Planning Department.

Please provide a written response to all TRC comments by August 2, 2019. Any department that has recommended disapproval must have their comments satisfied and must give at least a recommendation of approval with conditions before the project can move to the Planning Board stage. Once the project is ready for the Planning Board stage you will need to submit ten (10) full complete copies all previous submittal materials with any revisions reflected. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

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

RE : Home 2 Suites Development & Design Review – 6505 Metal Drive TRC No. 19-07000005

DATE : July 18, 2019

This is to advise you that we have completed the review of the following documents as received by this office on July 3, 2019:

- [x] Site Plan
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [ ] Approval of Site Plan
- [ ] Building Permit
- [ ] C/O

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

- [x] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

ADVISORY COMMENTS:

Prior to this department's recommendation for issuance of a Building Permit the applicant shall,

1. Provide a note on the plans that all construction shall comply with the City of Fort Pierce Code of Ordinances Sections 17 and 22.
2. Provide copy of South Florida Water Management District permit modification.

JRA/VB/vb

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 7.18.19
Property Address: 6505 Metal Drive
Property Name:
Project Name: Home 2 Suites – Site Plan
Planner:

Please be advised that the project may trigger the requirements indicated below:

- ☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.
- ☑ 2. Pre-construction meeting with the City's Building Department is requested.
- ☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.
- ☐ 4. Means of egress is required.
- ☐ 5. Means of ingress is required.
- ☐ 6. Must meet the following Accessibility requirements:
  - ☐ Accessible route
  - ☐ Handicapped parking spaces
  - ☐ Means of egress
- ☐ 7. Change of Use required
  - ☐ to include a signed and sealed Life Safety Plan
  - ☐ to include a signed and sealed detailed comprehensive building plan.
- ☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.
- ☐ 9. Flood Development Permit required.
- ☑ 10. Building Permit required.
- ☑ 11. Signed and sealed construction drawings required.
- ☑ 12. Will need to meet the Fire Code.
- ☑ 13. Sprinkler system is required.
- ☑ 14. Smoke alarm system is required.
- ☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 7/25/19

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

July 18, 2019

TECHNICAL REVIEW PROJECT # 19-07000005

Development & Design Review – Home 2 Suites – 6505 Metal Drive

Comments

FPUA W/WW Engineering: Water is available to the site via an 8" PVC main in an easement running along the east side of property, and along the south side of Reynolds Dr south of the property. Wastewater is available via an 8" gravity main in an easement running along the east side of property, and partially along Reynolds Dr south of the property. A transition manhole will be required. It is advised to have a pre-submittal meeting with the FPUA project manager to discuss connections and concept prior to submittal of utility plans for review.

FPUA Electric & Gas Engineering: Approved – FPUA will need a 10-foot-wide utility easement for its primary cable and transformers that will be on the property.

Technical Review Committee meeting

July 18th, 2019

Case # 19-07000005

Development design and review

Home 2 Suites, 6505 Metal Dr., FP

Comments:

No comments

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

ST. LUCIE COUNTY FIRE DISTRICT
FIRE PREVENTION BUREAU
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Home 2 Suites 6505 Metal Drive

REVIEW DATE: July 17, 2019

PLANNER: BRANDON CREAGAN

REVIEWED BY: Lt. Wayne Boyer, Captain Paul Langel

Site Plan Approved: _____

Site Plan Approved with conditions: ___X____

Site Plan Approval withheld pending written acknowledgement of conditions: _____

Site Plan Rejected: _____

The Following Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line athttp://www.slcfd.com/permits.htm**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please provide an electronic copy of the Site Plan (pdf format)**
4. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**

ST. LUCIE COUNTY FIRE DISTRICT
FIRE PREVENTION BUREAU
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

5. **An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".**

6. **Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**

7. **Per the St. Lucie County Fire District Fire Prevention Code Resolution 647-17. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc**

July 9th, 2019

Project: **Home 2 Suites**
Subject: **SURVEY REVIEW**
To: Brandon Creagan
From: Rod Reed, PLS
SLC-Engineering Division

All comments are based on the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 5J-17.050 thru 5J-17.052 Florida Administrative Code, pursuant to current Section 472.027, Florida Statutes.

SURVEY:

1) Please add to your notes "Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties."
2) Please describe the originating benchmark and published elevation.
3) Please describe the monumentation set or found at the four corners of the property.

Please provide a written response to all comments

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT *Florida*

DEVELOPMENT REVIEW

Property address or Location TBD Reynolds Drive, Fort Pierce, FL

Parcel ID #(s) TBD (currently 2324-341-0002-0003 subject to subdivision plat)

Project description Proposed construction of a 4-story, 95 room hotel with pertinent improvements.

Fort Pierce Hotel LLC	Atlantic Civil Engineering, Inc
Property Owner(s)	**Applicant/Representative, Title, Company**
1500 SE 5th Ave.	2552 Peters Road Suite D
Street Address	Street Address
Dania Beach, Florida 33004	Fort Pierce FL 34945
City State Zip	City State Zip
954-874-1800	772-398-1520
Phone Number	Phone Number
danpatel61@gmail.com	gatorrr@msn.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- St Lucie COUNTY

The foregoing instrument was acknowledged before me this 22 day of May, 2019, by Dilip Patel who is personally known to me or has produced as identification.

April B Williams
Signature of Notary

April B. Williams

Notary Public State of Florida
April B Williams
My Commission GG 170546
Expires 04/20/2022

(seal)

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

❑ DEVELOPMENT REVIEW

General Information

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

Choose Application Type:

Application Type		
❑ Site Plan	❑ Conditional Use with New Const.	❑ Major Amendment
❑ Conceptual Development Plan		❑ Minor Amendment

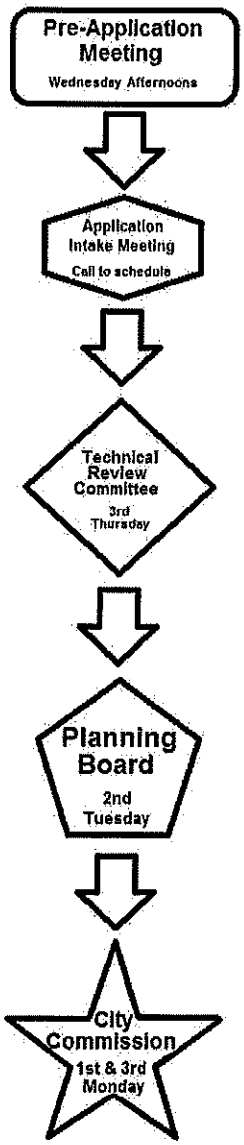
Site Information:

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

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

North	South	East	West

Application Outlook



Site Plan submittal requirements:

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

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Design Review

Property address or Location 1990 Reynolds Drive, Fort Pierce
Parcel ID #(s) 2324-341-0002-0003
Project Description 95 Room, 4-Story Hotel

Fort Pierce Hotel, LLC
Property Owner(s)
1500 SE 5th Avenue
Street Address
Dania Beach FL 33304
City State Zip
954-874-1800
Phone Number
danpatel61@gmail.com
Email Address

Atlantic Civil Engineering
Applicant/Representative, Title, Company
2552 Peters Road, Suite D
Street Address
Fort Pierce FL 34945
City State Zip
772-398-1520
Phone Number
gatorrr@msn.com
Email Address

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

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY
The foregoing instrument was acknowledged before me this 28 day of June, 20 19, by

Dan Patel ✓ who is personally known to me or has produced

as identification.

Sheri M. Galante
Signature of Notary

Notary Public State of Florida
Sheri M Galante
My Commission GG 038935
Expires 01/15/2021
(seal)

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic Districts	Historic Designation

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit _____
Intake Planner _____
Planner Assigned _____
Approved _____ Date _____
Comments _____

Intake Date Stamp

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Hotel	GC	C3
South	Hotel	GC	C3
East	Hotel	GC	C3
West	Steak & Shake Restaurant	GC	C3

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	GC	C3	0	1.99	X
****Proposed**	GC	C3	14,238 1st Floor	1.99	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per ~~person~~ ROOM (du x 2.6= persons x 100 gpd = demand) TOTAL= 95 ROOMS Other: 0.125 gallons per day per square foot OTHER : ONSITE POOL = 300 GPD
Demand Analysis	Maximum
Current Zoning/FLU	9800 Total gallons per day
**Proposed Zoning/FLU	9800 Total gallons per day
**Change in Demand	0 Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per ~~person~~ ROOM (du x 2.6= persons x 100 gpd = demand) TOTAL= 95 ROOMS Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	9500 Total gallons per day
**Proposed Zoning/FLU	9500 Total gallons per day
**Change in Demand	0 Total gallons per day

C. Parks and Recreation (Residential Classifications Only): N/A
(Du x 2.6 = persons ÷ 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only): N/A
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units) N/A

Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

F. Stormwater:
~~Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year 1 day storm event; Canals to convey 3 year – 1 day storm event)~~

The proposed site will outfall into an existing SFWMD permitted storm water management system (Permit # 56-00541-S). The system was designed to accommodate the subject site and includes a water quality component.

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity Code 310		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum 646	Maximum 42/45
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	646 Trips	42/45 Trips
Impact to Capacity	SEE TRAFFIC IMPACT REPORT	

IV. Project Description

PHASING	
Is this project (phase) part of a larger project?	☐ Yes ☒ No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.	
Total Project: Residential Units:	Single Family: Multifamily:
Non-residential (square footage):	1st Floor = 14,238 S.F. GROSS= 58,083 S.F.
Mixed-use (describe use):	
(If this is a single phase project, name it Phase I – Total)	

RESIDENTIAL DATA N/A

Type	Phase	Number of Units	Acres	Expected beginning date	Expected completion date
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
4 STORY 95 ROOM HOTEL	1 (TOTAL)	14,238	1.99	10/2019	10/2020
		(1st Floor)	(Site)		

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. ☐ Yes ☒ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐ Yes ☒ No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

2. What is the current use of the structure to be demolished or re-used? _____

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐ Yes ☒ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

ATLANTIC
CIVIL ENGINEERING

2552 PETERS RD, SUITE D,
FORT PIERCE, FL 34945
P: 772.398.1520 F: 772.398.1521
E: GATORRR@MSN.COM
CONSULTING ENGINEERS

STATEMENTS OF OWNERSHIP

Parcel ID No.: 2324-341-0002-000-3 currently (subject to subdivision plat)

Address: TBD Reynolds Drive, Fort Pierce, FL 34945

Current: 6505 Metal Drive, Fort Pierce, FL 34945

Current Ownership: Premier Hospitality Inc.

Future Ownership: Ft. Pierce Hotel, LLC (same ownership group)

INTENDED USE

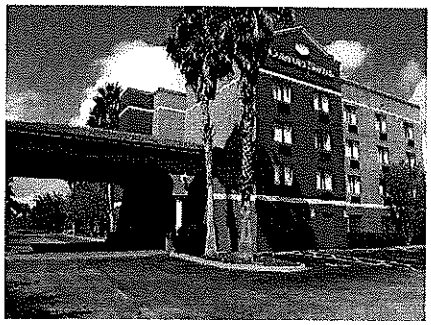
Proposed construction of a 4-Story, 95 Room Hotel with all pertinent improvements.

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

Property Identification

Site Address: 6505 Metal DR
Sec/Town/Range: 24/35S/39E
Map ID: 23/24S
Zoning: C3

Parcel ID: 2324-341-0002-000-3
Account #: 14289
Use Type: 3900
Jurisdiction: Fort Pierce



Ownership

Premier Hospitality Inc
1500 SE 5th Ave
Dania Beach, FL 33004

Legal Description

24 35 39 BEG AT SE COR OF SW 1/4 OF SEC RUN N 00 05 12 W ALG 1/4 SEC LI 168.04 FT,TH N 89 49 22 W 287.11 FT,TH N 00 05 12 E 208.62 FT,TH N 89 49 22 E 287.05 FT TO POB;TH N 00 05 12 E 497.84 FT,TH N 88 56 21 W 273.73 FT,TH S 00 12 28 E 64.74 FT,TH S 49 13 32 W 16.63 FT,TH S 00 05 12 E 135 FT,TH S 89 54 18 W 377 FT,TH S 00 05 42 E 289.63 FT,TH S 88 52 33 E 663.65 FT TO POB (5.28 AC) (OR 1816-1730)

Current Values

Just/Market Value:	$3,126,300
Assessed Value:	$2,881,055
Exemptions:	$0
Taxable Value:	$2,881,055

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Total Areas

Finished/Under Air (SF):	41,084
Gross Sketched Area (SF):	44,538
Land Size (acres):	5.28
Land Size (SF):	229,997

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

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Oct 3, 2003	1816 / 1730	XX00	WD	South Florida Real Estate and	$718,800
Mar 10, 1992	0780 / 1554	XX02	WD	WHARF PROP OF KEY WEST INC	$7,200,000
Mar 10, 1992	0770 / 2227	XX02	WD	CHOEBE LTD	$100
Sep 1, 1984	0444 / 0935	XX00	CV		$925,000
Dec 1, 1975	0249 / 0326	XX00	CV		$400,000

Building Information (1 of 1)

Finished Area: 41,084 SF

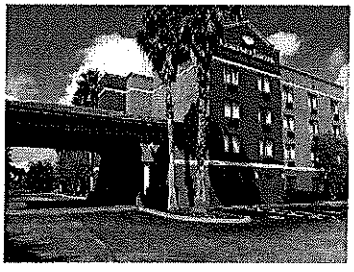
Gross Sketched Area: 44,538 SF

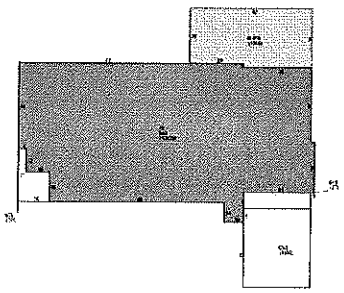
Exterior Data

View:	Roof Cover: Roll Comp	Roof Structure: BarJst/Rigid
Building Type: HTL1	Year Built: 2004	Frame:
Grade: Y_C	Effective Year: 2004	Primary Wall: CB Stucco
Story Height: 4 Story	No. Units: 68	Secondary Wall:

Interior Data

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





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
4S	3 FULL STORIES OVER BASE (TOTAL 4 FLOORS)	10203	30609	464

BAS	BASE AREA	10475	10475	548
CN3	CANOPY	1360	0	148
NVPD	Pool Deck for Sketch Only (Valued in SFYI)	1806	0	184
UTL	UTILITY ROOM	288	0	86

Special Features and Yard Items

Type	Qty	Units	Year Blt
ELEVATOR	1	5000	2004
WRGHT IRON 5	1	124	2004
ASP2 LOW	1	34603	2004
SPA-HOT TUB	1	25	2004
CEMENT CURB	1	1044	2004
POOL DK-GOOD	1	1327	2004
CEMENT CURB	1	528	2004
COM POOL AVG	1	578	2004
SINGLE LIGHT	1	10	2004

Current Year Values

Current Values Breakdown

Building:	$2,206,300
Land:	$920,000
Just/Market:	$3,126,300
Ag Credit:	$0
Save Our Homes or 10% Cap:	$245,245
Assessed:	$2,881,055
Exemption(s):	$0
Taxable:	$2,881,055

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2006	0041	47.4	Fort Pierce Stormwater Charge	$3,270.60
2013	0054	5.28	North St. Lucie Water Management District	$92.40

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office [3].

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2018	$3,126,300	$2,881,055	$0	$2,881,055
2017	$2,757,100	$2,619,141	$0	$2,619,141
2016	$2,735,400	$2,381,038	$0	$2,381,038

Permits

Number	Issue Date	Description	Amount	Fee
F00-000023	Jan 8, 2001	Roof	$2,400	$0
F94-1120	Sep 16, 1994	Roof	$13,368	$13,368
FD200317	Oct 22, 2003	Foundation	$45,000	$150
CM200329	Feb 18, 2004	Commercial New Construction	$1,915,000	$187,803
FS20041	Apr 13, 2004	Sprinkler System	$34,000	$515
CR200475	Sep 29, 2004	Alterations/Remodeling	$85,000	$0
RF2004338	Sep 16, 2004	Roof	$90,000	$0
RF2004578	Oct 7, 2004	Roof	$41,300	$0
POOL200415	Aug 17, 2004	Pool	$20,000	$575
CR200486	Nov 2, 2004	Alterations/Remodeling	$5,000	$175
FD200418	Jan 20, 2005	Foundation	$245,000	$150
CM200431	Apr 19, 2004	Commercial New Construction	$3,297,908	$175,170
SW20054	May 12, 2005	Unknown	$0	$150
FA20052	Jul 28, 2005	Unknown	$30,000	$375
MC2005330	Jul 8, 2005	Air Conditioning Only	$1,574	$75
POOL200524	Oct 6, 2005	Pool	$27,900	$504
FD200515	Oct 28, 2005	Foundation	$125,000	$150
FS20064	Jul 26, 2006	Sprinkler System	$28,500	$360
POOL20066	Jul 14, 2006	Pool	$35,000	$575
FA20062	Nov 1, 2006	Unknown	$21,000	$210
BP09-0484	May 5, 2009	Alterations/Remodeling	$6,175	$137
BP04-7967	Jul 23, 2010	Alterations/Remodeling	$20,000	$275
BP10-0579	Apr 12, 2010	Alterations/Remodeling	$15,500	$155
BP10-0790	Apr 14, 2010	Alterations/Remodeling	$2,500	$75
BP10-0838	Apr 23, 2010	Alterations/Remodeling	$800	$150
BP10-0530	Mar 23, 2010	Alterations/Remodeling	$5,000	$150
BP14-2425	Oct 8, 2014	Paving	$5,000	$80

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

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 228528B OR BOOK 1816 PAGE 1730
Recorded:10/08/03 13:30

* Doc Assump: $ 0.00
* Doc Tax : $ 5,031.60
* Int Tax : $ 0.00

THIS INSTRUMENT PREPARED BY
RECORD AND RETURN TO:

Craig J. Mandell, Esq.
Moskowitz, Mandell, Salim & Simowitz, P.A.
800 Corporate Drive, Suite 510
Ft. Lauderdale, FL 33334

Folio No. 2324-341-0002-000/3

WARRANTY DEED

THIS INDENTURE, made this 3 day of October, 2003, by and between SOUTH FLORIDA REAL ESTATE & MANAGEMENT CORP., a Florida corporation, ("Grantor") whose address is 100 Market Street, Bldg. 1, Portsmouth, NH 03801 and PREMIER HOSPITALITY, INC., a Florida corporation ("Grantee"), whose address is 1500 SE 5th Avenue, Dania Beach, FL 33004.

WITNESSETH: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to them in hand paid by Grantee, the receipt of which is hereby acknowledged, have granted, bargained and sold to Grantee, and the heirs and assigns of Grantee, forever, the following described real property located in St. Lucie County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

together with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This conveyance is subject to the following:

1. Comprehensive land use plans, zoning restrictions, prohibitions and other requirements imposed by governmental authority;
2. Restrictions and matters appearing on the plat or otherwise common to the subdivision;
3. Oil, gas and mineral rights of record without right of entry;
4. Unplatted public utility easements of record;
5. Taxes for the year 2003 and subsequent years.

AND said Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

WITNESSES:

Print Name RICHARD CRITCHFIELD

Print Name CRAIG J. MANDELL

GRANTOR:

SOUTH FLORIDA REAL ESTATE & MANAGEMENT CORP., a Florida Corporation

BY: _____
MICHAEL WALSH,
VICE PRESIDENT

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 3rd day of October, 2003, by MICHAEL WALSH, as Vice President of South Florida Real Estate & Management Corp., a Florida corporation, on behalf of the corporation. He [ ] is personally known to me or [ ] has produced _____ as identification.

_____
NOTARY PUBLIC

SONIA M. NICHOLS
Printed Name of Notary Public

My commission expires:

[Seal]

SONIA M. NICHOLS
MY COMMISSION # DD 006851
EXPIRES: March 9, 2005
Bonded Thru Notary Public Underwriters

H:\CJM\1288.77\warranty deed.doc

EXHIBIT "A"

LEGAL DESCRIPTION

A Parcel of land lying and being in Section 24, Township 35 South, Range 39 East, as recorded in Official Records Book 780, Page 1554 of the Public Records of St. Lucie County, Florida more particularly described as follows:

Begin at the Southeast corner of the Southwest 1/4 of said Section 24; thence run North 00° 05' 12" West along the East line of the Southwest 1/4 of said Section 24 for a distance of 879.50 feet; thence North 88° 56' 21" West for a distance of 273.73 feet; thence South 00° 12' 28" East for a distance of 64.74 feet; thence South 49° 13' 32" West for a distance of 16.63 feet; thence South 00° 05' 12" East for a distance of 135.00 feet; thence South 89° 54' 18" West for a distance of 377.00 feet; thence South 00° 05' 42" East for a distance of 660.33 feet to a point on the South line of the Southwest 1/4 of said Section 24; thence South 88° 52' 33" East along said South line for a distance of 661.60 feet (663.20 feet measured) to the Point of Beginning.

McMAHON
TRANSPORTATION ENGINEERS & PLANNERS

McMAHON ASSOCIATES, INC.
2090 Palm Beach Lakes Boulevard, Suite 400
West Palm Beach, FL 33409
p 561-840-8650 | f 561-840-8590

PRINCIPALS
Joseph J. DeSantis, P.E., PTOE
John S. DePalma
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE
Christopher J. Williams, P.E.

ASSOCIATES
John J. Mitchell, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen Chlebek, P.E., PTOE
Dean A. Carr, P.E.
Jason T. Adams, P.E., PTOE
Christopher K. Bauer, P.E., PTOE

FOUNDER
Joseph W. McMahon, P.E.

April 30, 2019

VIA E-MAIL

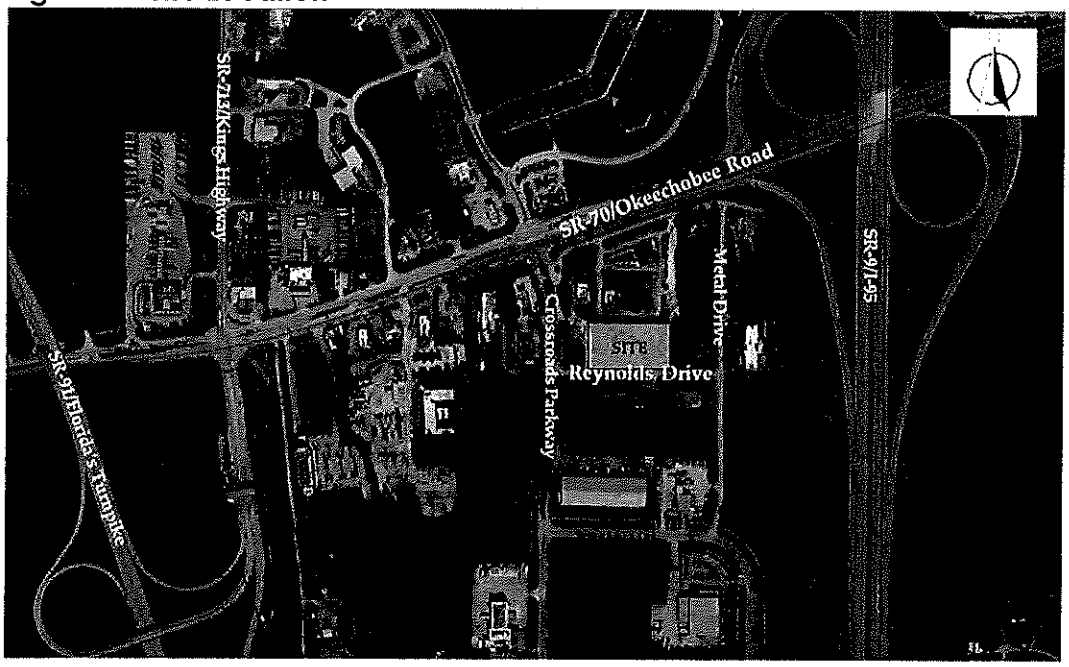
Dan Patel
DP Hotels, LLC
1500 SE 5th Ave
Dania Beach, Fl 33312

RE: Home2 Suites Fort Pierce Traffic Analysis
McMahon Project No. N19276.01

Dear Mr. Patel:

McMahon Associates, Inc. (McMahon) has completed a traffic analysis associated with the development of a site located east of Crossroads Parkway and north of Reynolds Drive, in the City of Fort Pierce. The site is currently vacant land. The proposed development, with an anticipated buildout year of 2021, will include a 95-room hotel. **Figure 1** graphically depicts the site location. The proposed site plan is attached in **Appendix A**.

Figure 1 – Site Location



Trip Generation Analysis

Using trip generation information obtained from the Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 10th Edition, trip generation estimates were developed for the proposed development. Excerpts from ITE are attached in **Appendix B**. Results of the analysis, summarized in **Table 1**, indicate that the proposed development is expected to generate 646 daily trips, 42 AM peak hour trips, and 45 PM peak hour trips.

Table 1 – Trip Generation Analysis

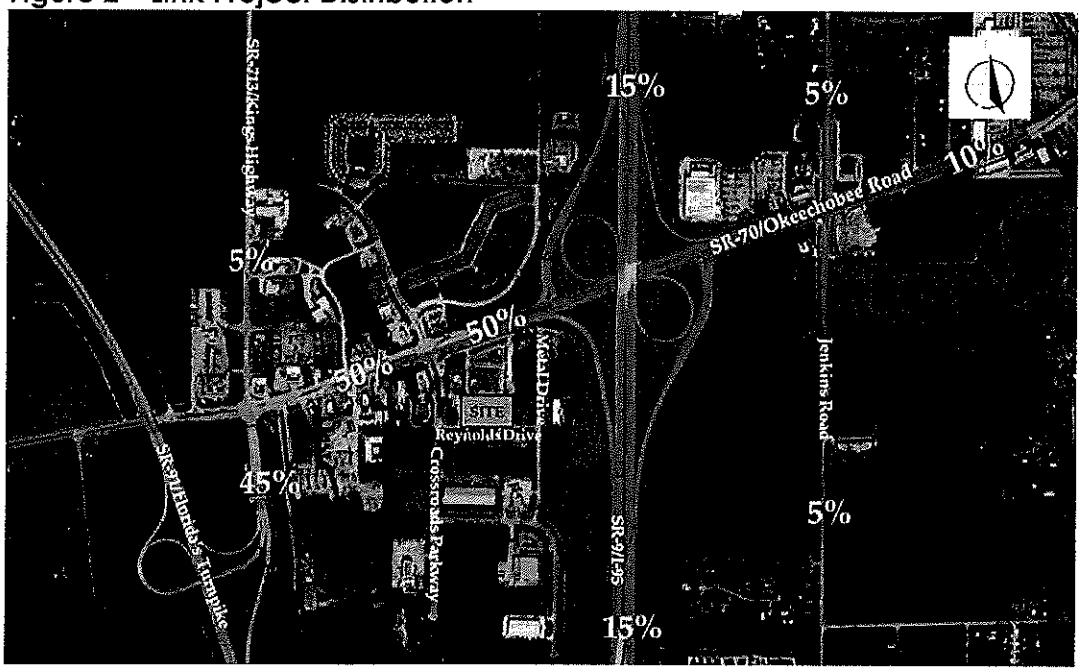
LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE (1)	IN	OUT	TOTAL TRIPS IN	TOTAL TRIPS OUT	TOTAL TRIPS TOTAL
Daily								
Hotel	310	95 ROOMS	T= 11.29 (X)- 426.97	50%	50%	323	323	646
AM Peak Hour								
Hotel	310	95 ROOMS	T= 0.50 (X)- 5.34	59%	41%	25	17	42
PM Peak Hour								
Hotel	310	95 ROOMS	T= 0.75 (X)- 26.02	51%	49%	23	22	45

(1) Source: Institute of Transportation Engineers' Trip Generation Manual, 10th Edition.

Project Distribution and Assignment

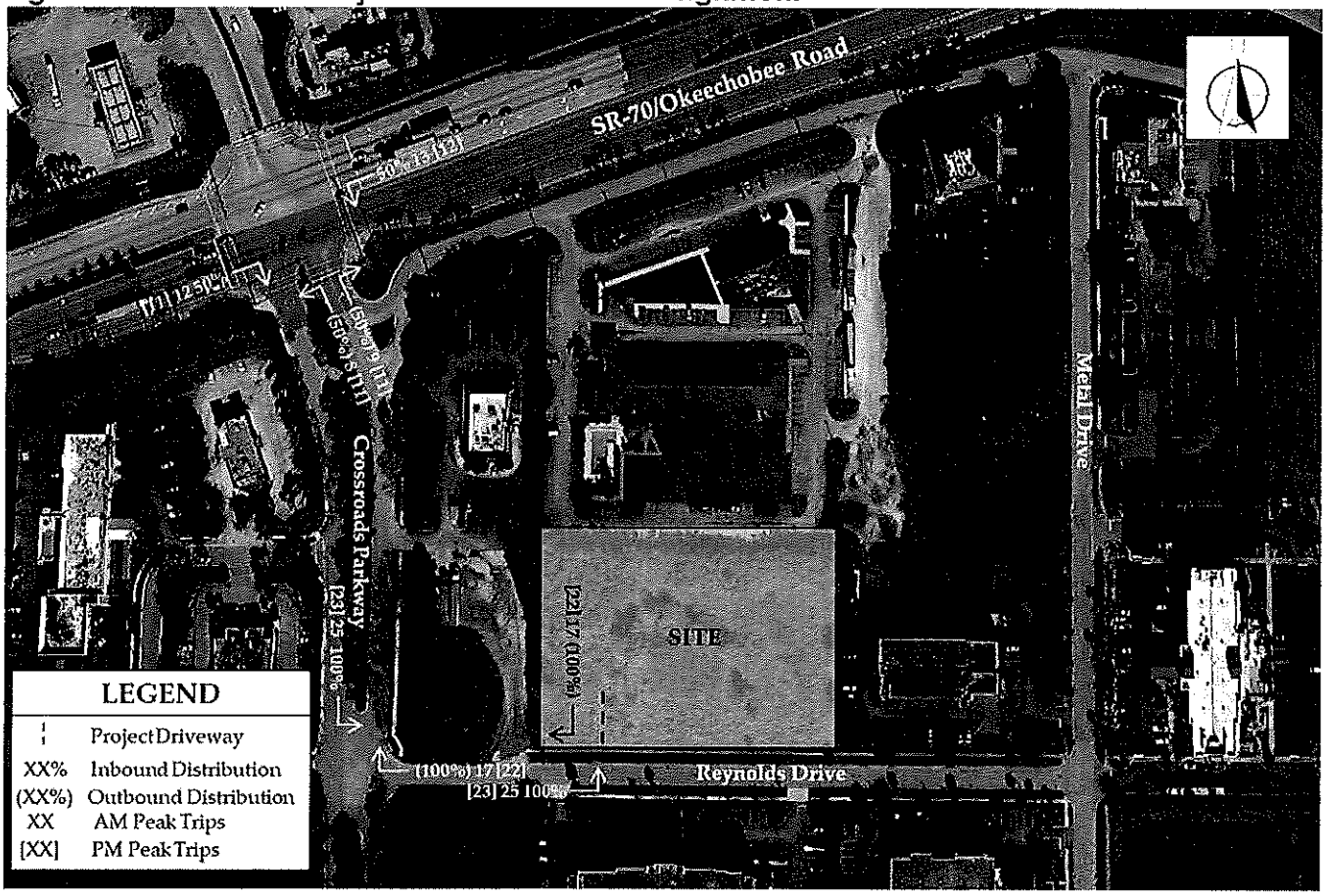
The assignment of trips onto the surrounding roadway network was based on a review of travel volumes and characteristics for the roadways located near the project site. SR-9/I-95 is located just east of the project site, and SR-91/Florida's Turnpike is located just west of the project site. Per the City Code Section 22-217, the proposed development is a Minimal Scale and has a 1.0-mile radius of impact based on Table A. The link project distribution is graphically depicted on **Figure 2**.

Figure 2 – Link Project Distribution



The project distribution and assignment for the intersections surrounding the project site are graphically shown on **Figure 3**.

Figure 3 – Intersection Project Distribution and Assignment



Roadway Link Capacity Analysis

Roadway capacity analysis was performed for the roadway segments within the 1.0-mile radius of impact. Roadway, Location, Station ID, Peak Hour, Peak Direction Service Capacity and 2017 Peak Hour, Peak Direction Volume for AM and PM peak hours were based on the St. Lucie Transportation Planning Organization (TPO) *Traffic Counts and Level of Service Report Fall 2018,* excerpts of which are attached in **Appendix C**. Per City Code Section 22-217, a five-year horizon of Year 2024 was utilized for the analysis. The background growth rate of two (2) percent was based on a review of historical traffic counts obtained from FDOT for Stations 94-0106, 94-0748, and 94-0029, excerpts of which are included in **Appendix D**. The average of the 5-year growth (minimum 0.5 percent) and the 10-year growth was used for the analysis. The AM and PM project trips were based on the highest peak direction for each peak hour.

Results of the analysis, summarized in **Table 2**, indicate that all roadway segments are expected to operate at an acceptable level of service. Given the minor increase in trips from the proposed development, the project is not expected to have a significant impact on the adjacent roadway network.

Table 2 – Roadway Capacity Analysis Summary

AM PEAK HOUR

ROADWAY	LOCATION	STATION ID	PEAK HOUR, PEAK DIR SERVICE CAPACITY	2017 PEAK HOUR, PEAK DIR VOLUME	BACKGROUND (2024) CONDITIONS		TOTAL (2024) CONDITIONS				
					CGR%	BACK. VOLUME	DIST %	PEAK DIR PROJECT TRIPS	TOTAL VOLUME	V/C	ACCEPTABLE LOS?
Okeechobee Road	Kings Highway to Crossroads Parkway	940748	4,170	1,090	2.00%	1,252	50%	12	1,264	0.30	YES
	Crossroads Parkway to I-95	940106	4,170	1,137	2.00%	1,306	50%	13	1,319	0.32	YES
	I-95 to Jenkins Road	940029	4,240	1,810	2.00%	2,079	20%	5	2,084	0.49	YES
	Jenkins Road to McNeil Road	940029	4,040	1,810	2.00%	2,079	10%	2	2,082	0.52	YES
Kings Highway	Okeechobee Road to Crossroads Parkway	940757	830	453	2.00%	520	5%	1	522	0.63	YES
	Crossroads Parkway to Graham Road	940757	660	453	2.00%	520	5%	1	522	0.79	YES
Jenkins Road	Edwards Road to Okeechobee Road	133	880	529	2.00%	608	5%	1	609	0.69	YES
	Okeechobee Road to Graham Road	131	920	604	2.00%	694	5%	1	695	0.76	YES

PM PEAK HOUR

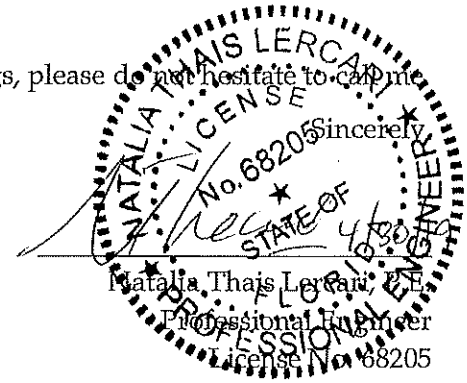
ROADWAY	LOCATION	STATION ID	PEAK HOUR, PEAK DIR SERVICE CAPACITY	2017 PEAK HOUR, PEAK DIR VOLUME	BACKGROUND (2024) CONDITIONS		TOTAL (2024) CONDITIONS				
					CGR%	BACK. VOLUME	DIST %	PEAK DIR PROJECT TRIPS	TOTAL VOLUME	V/C	ACCEPTABLE LOS?
Okeechobee Road	Kings Highway to Crossroads Parkway	940748	4,170	1,102	2.00%	1,266	50%	11	1,277	0.31	YES
	Crossroads Parkway to I-95	940106	4,170	1,164	2.00%	1,337	50%	12	1,350	0.32	YES
	I-95 to Jenkins Road	940029	4,240	1,542	2.00%	1,771	20%	5	1,776	0.42	YES
	Jenkins Road to McNeil Road	940029	4,040	1,542	2.00%	1,771	10%	2	1,774	0.44	YES
Kings Highway	Okeechobee Road to Crossroads Parkway	940757	830	516	2.00%	593	5%	1	594	0.72	YES
	Crossroads Parkway to Graham Road	940757	660	516	2.00%	593	5%	1	594	0.90	YES
Jenkins Road	Edwards Road to Okeechobee Road	133	880	568	2.00%	652	5%	1	654	0.74	YES
	Okeechobee Road to Graham Road	131	920	606	2.00%	696	5%	1	697	0.76	YES

Conclusion

Given the low number of peak hour trips anticipated from the proposed Home2 Suites, the project will not have a significant impact on the adjacent roadway network. All roadway segments within the radius of impact are expected to operate at an acceptable level of service for the five-year horizon of Year 2024.

Should you have any questions or comments regarding these findings, please do not hesitate to call me.

Sincerely,



Natalia Thais Lercari, P.E.
Professional Engineer
License No. 68205
State of Florida, Board of Professional Engineers
Certificate of Authorization No. 4908

NTL/cec - Attachment

F:\FL\19276N_DPHotels_Home2SuitesFortPierceTrfcAnalysis\N19276_01\Reports\LtrDP043019.docx

APPENDIX A

SITE PLAN

Project Tabulations:

Jurisdiction: City of Fort Pierce, Florida
1990 Reynolds Drive

Zoning: C3 (hotel is an approved use)
Height limit: 65'
Setbacks: Street: 25'
Balance: 15'

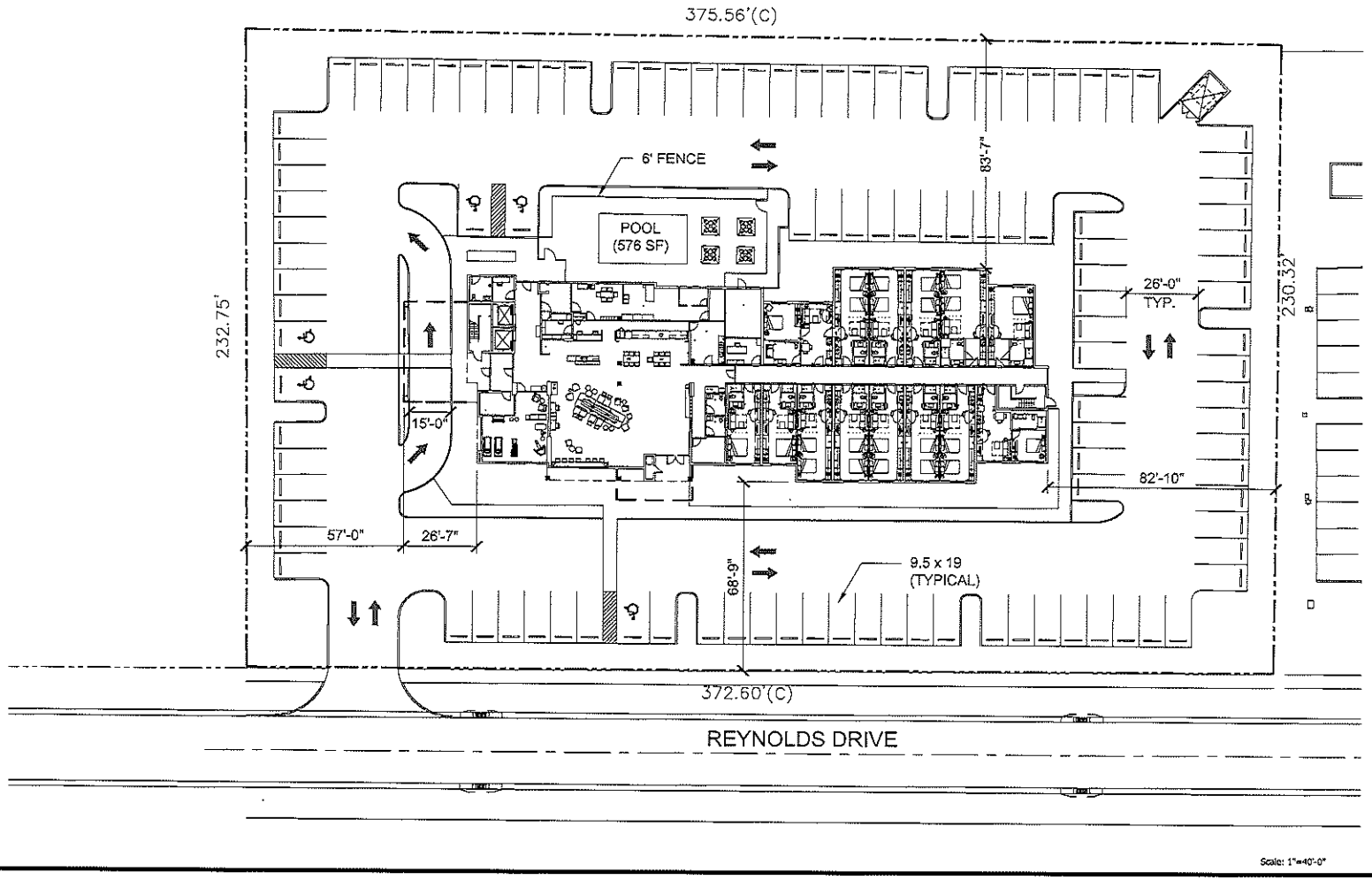
Site: 86,395 SF

Building: Footprint: 14,238 SF (17 %)
Maximum 60%

FAR: 55,668 SF (.64)
1st FL: 14,238 SF
2nd FL: 14,615 SF
3rd FL: 14,615 SF
4th FL: 14,615 SF
Maximum: 1.0

Hotel: 4 stories (45' plus parapet)
100 rooms: Q Suite: 9
K Suite: 30
QQ Room: 48
1 BR: 8

Parking: Required: 95 @ 1.1: 105
Provided: 111



Scale: 1"=40'-0"

SITE PLAN

HOME2 SUITES (95 ROOMS/4-STORY)

Fort Pierce, Florida

April 04, 2019

Project No. 18-109

anderson

APPENDIX B

TRIP GENERATION INFORMATION

Hotel
(310)

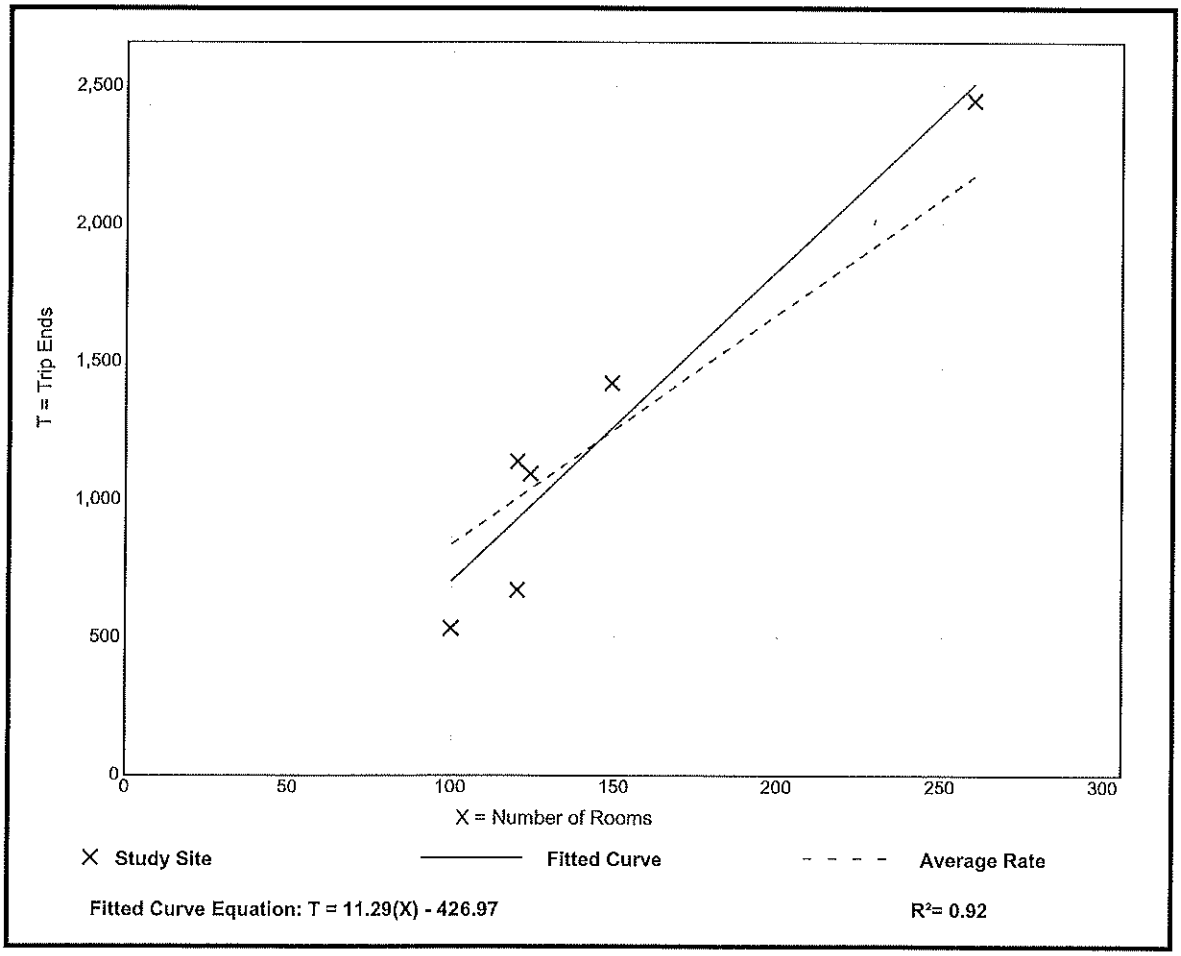
Vehicle Trip Ends vs: **Rooms**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 6
Avg. Num. of Rooms: 146
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
8.36	5.31 - 9.53	1.86

Data Plot and Equation



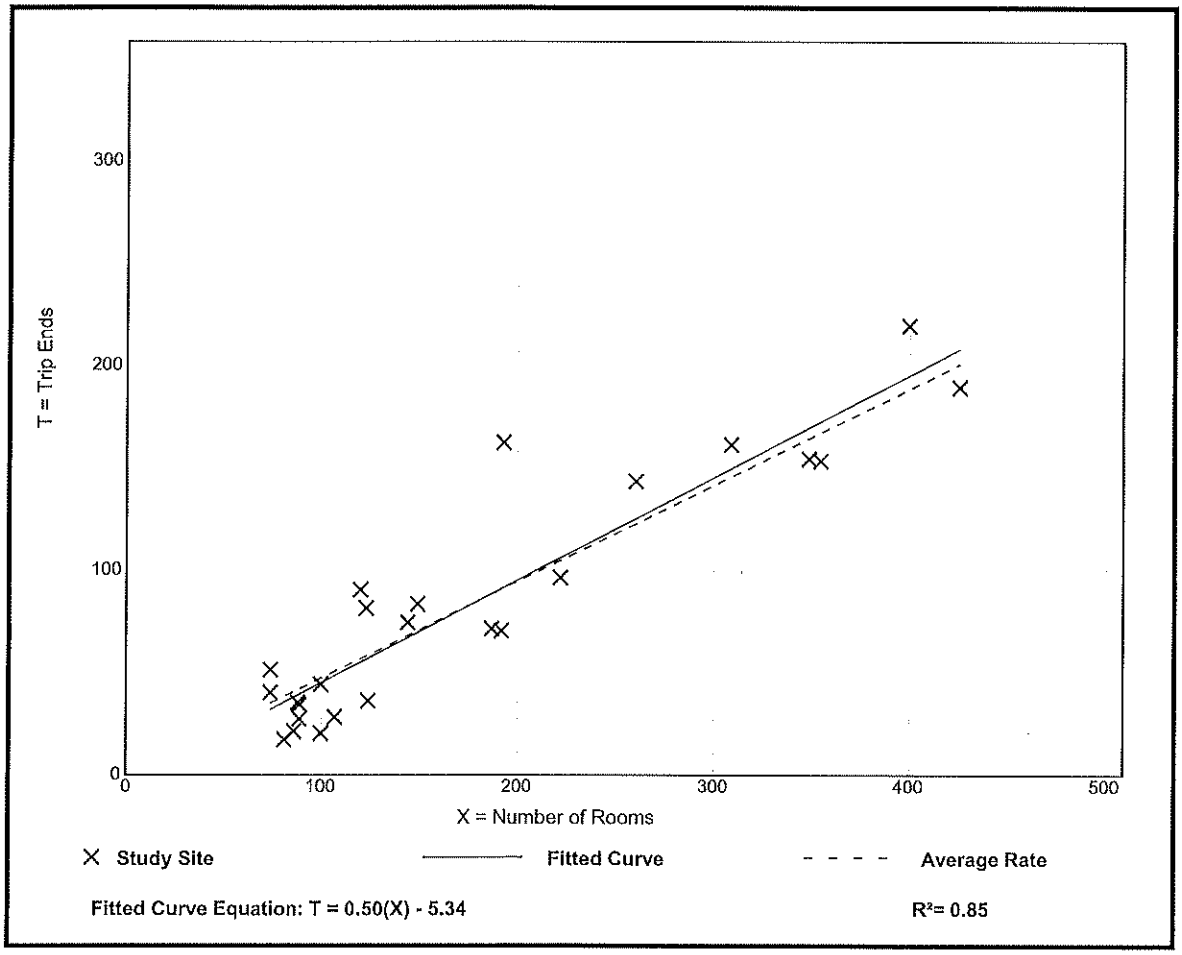
Hotel
(310)

Vehicle Trip Ends vs:	**Rooms**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	25
Avg. Num. of Rooms:	178
Directional Distribution:	59% entering, 41% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.47	0.20 - 0.84	0.14

Data Plot and Equation



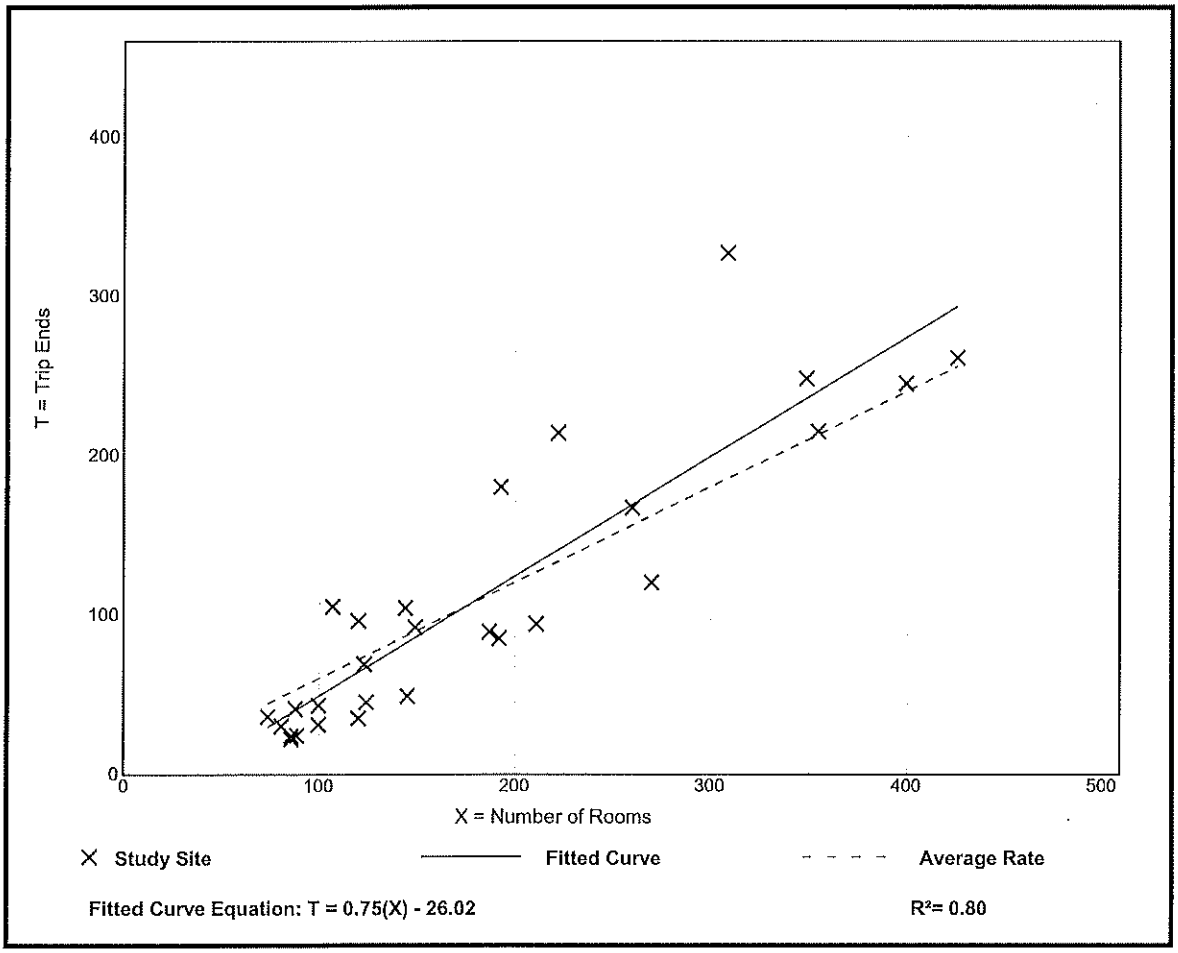
Hotel
(310)

Vehicle Trip Ends vs:	**Rooms**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	28
Avg. Num. of Rooms:	183
Directional Distribution:	51% entering, 49% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.60	0.26 - 1.06	0.22

Data Plot and Equation



APPENDIX C

ST. LUCIE TPO TRAFFIC COUNTS

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
Fall 2018

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
INDRIO RD	SLASH PINE TRL to US 1	114	5,509	2016	920	356	C	0.409	341	C	0.392
INDRIO RD	US 1 to OLD DIXIE HWY	672	933	2016	750	65	C	0.176	88	C	0.238
JENNINGS RD	US 1 to LENNARD RD	673	4,567	2016	2,100	302	C	0.150	246	C	0.122
JENKINS RD	EDWARDS RD to OKEECHOBEE RD	133	10,500	2019	880	529	C	0.637	568	C	0.684
JENKINS RD	OKEECHOBEE RD to GRAHAM RD	131	10,120	2017	920	604	C	0.694	606	C	0.697
JENKINS RD	GRAHAM RD to PETERSON RD	131	10,120	2017	630	604	D	0.959	606	D	0.962
JENKINS RD	PETERSON RD to ORANGE AVE	131	10,120	2017	920	604	C	0.694	606	C	0.697
JOHNSTON RD	ANGLE RD to L20	674	2,500	2016	1,070	170	B	0.447	164	B	0.432
JOHNSTON RD	L20 to INDRIO RD	675	2,133	2017	1,070	135	B	0.355	132	B	0.347
JOHNSTON RD	INDRIO RD to INDIAN RIVER C.L.	135	7,435	2016	1,070	449	C	0.591	449	C	0.591
JUANITA AVE	53RD ST to 25TH ST	122	2,688	2017	750	173	C	0.468	158	C	0.427
JUANITA AVE	25TH ST to US 1	120	3,415	2017	750	191	C	0.516	187	C	0.505
KEEN RD	ANGLE RD to ST LUCIE BLVD	129	3,100	2019	630	187	C	0.312	218	C	0.363
KINGS HWY	OKEECHOBEE RD to CROSSROADS PKWY	940757	12,800	2017	830	453	C	0.546	516	C	0.622
KINGS HWY	CROSSROADS PKWY to GRAHAM RD	940757	12,800	2017	660	453	C	0.686	516	C	0.782
KINGS HWY	GRAHAM RD to PICOS RD	940076	9,500	2017	660	341	C	0.517	428	C	0.648
KINGS HWY	PICOS RD to ORANGE AVE	940076	9,500	2017	830	341	C	0.411	428	C	0.516
KINGS HWY	ORANGE AVE to ANGLE RD	940077	18,400	2017	870	734	C	0.844	810	C	0.931
KINGS HWY	ANGLE RD to ST LUCIE BLVD	940751	12,900	2017	830	550	C	0.663	582	C	0.701
KINGS HWY	ST LUCIE BLVD to INDRIO RD	940006	15,300	2017	830	749	C	0.902	793	C	0.955
KITTERMAN RD	OLEANDER AVE to US 1	124	3,400	2018	750	223	C	0.603	203	C	0.549
KITTERMAN RD	US 1 to LENNARD EXT	678	2,267	2017	750	129	C	0.349	131	C	0.354
KIRBY LOOP RD	EDWARDS RD to 35TH ST	677	4,347	2016	630	287	C	0.478	352	C	0.587
LENNARD RD	US 1 to MELALEUCA BLVD	325	19,524	2017	1,710	1,128	D	0.660	1,082	D	0.633
LENNARD RD	MELALEUCA BLVD to JENNINGS RD	325	19,524	2017	1,630	1,128	D	0.692	1,082	D	0.664

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

*** Counts with an ID format of 6 digits have data extracted from FDOT count stations. AADT was extracted from the FDOT AADT Report and peak hour data was extracted from the station synopsis report. Peak hour data is raw data from the report with no additional factors applied.**

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
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772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
Fall 2018

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
MORNINGSIDE BLVD	WESTMORELAND BLVD to PORT ST LUCIE BLVD	333	2,730	2017	920	164	C	0.189	157	C	0.180
MORNINGSIDE BLVD	PORT ST LUCIE BLVD to LYNGATE DR	331	4,620	2016	880	314	C	0.378	301	C	0.363
NEBRASKA AVE	25TH ST to 13TH ST	684	3,800	2017	1,710	236	C	0.306	199	C	0.258
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	621	7,217	2016	700	385	C	0.583	336	C	0.509
OHIO AVE	SUNRISE BLVD to COLONIAL RD	686	4,100	2017	540	243	C	0.900	237	C	0.878
OHIO AVE	COLONIAL RD to US 1	686	4,100	2017	750	243	C	0.657	237	C	0.641
OKEECHOBEE RD	OKEECHOBEE C.L. to BLUEFIELD RD	687	10,000	2019	1,010	485	B	0.480	486	B	0.481
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	687	10,000	2019	1,270	485	B	0.382	486	B	0.383
OKEECHOBEE RD	CARLTON RD to SNEED RD	940039	6,800	2017	1,340	178	B	0.133	203	B	0.151
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	940039	6,800	2017	1,340	178	B	0.133	203	B	0.151
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	940039	6,800	2017	1,340	178	B	0.133	203	B	0.151
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	940039	6,800	2017	1,740	178	B	0.102	203	B	0.117
OKEECHOBEE RD	MIDWAY RD to SHINN RD	940039	6,800	2017	1,740	178	B	0.102	203	B	0.117
OKEECHOBEE RD	SHINN RD to MCCARTY RD	940195	5,451	2017	1,810	No Data	No Data	No Data	No Data	No Data	No Data
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	940025	11,600	2017	1,810	417	B	0.230	502	B	0.277
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	940025	11,600	2017	2,010	417	C	0.207	502	C	0.250
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	940748	29,500	2017	4,170	1,090	C	0.261	1,102	C	0.264
OKEECHOBEE RD	CROSSROADS PKWY to I-95	940106	33,000	2017	4,170	1,137	C	0.273	1,164	C	0.279
OKEECHOBEE RD	I-95 to JENKINS RD	940029	34,500	2017	4,240	1,810	C	0.434	1,542	C	0.370
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	940029	34,500	2017	4,040	1,810	C	0.456	1,542	C	0.388
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	940742	31,500	2017	3,170	1,365	C	0.442	1,551	C	0.502
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	688	11,500	2016	2,100	631	C	0.314	631	C	0.314
OKEECHOBEE RD	HARTMAN RD to 35TH ST	688	11,500	2016	1,630	631	C	0.864	631	C	0.864
OKEECHOBEE RD	35TH ST to 25TH ST	689	13,083	2016	1,630	724	C	0.992	727	C	0.996
OKEECHOBEE RD	25TH ST to GEORGIA AVE	690	12,083	2016	1,630	719	C	0.985	674	C	0.923

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

*** Counts with an ID format of 6 digits have data extracted from FDOT count stations. AADT was extracted from the FDOT AADT Report and peak hour data was extracted from the station synopsis report. Peak hour data is raw data from the report with no additional factors applied.**

APPENDIX D

FDOT HISTORICAL AADT INFORMATION

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2018 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0106 - SR 70/OKEECHOBEE RD - W OF SR 9\I-95 (INCLUDE EB TO NB & SB I-95 RAMPS)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2018	27000 C	E 14000	W 13000	9.00	55.20	4.70
2017	33000 C	E 17000	W 16000	9.00	56.20	18.80
2016	30000 C	E 16500	W 13500	9.00	57.10	29.30
2015	25500 C	E 13000	W 12500	9.00	56.30	8.80
2014	23000 F	E 12000	W 11000	9.00	54.70	21.60
2013	23000 C	E 12000	W 11000	9.00	57.20	21.60
2012	17100 C	E 8400	W 8700	9.00	57.00	18.40
2011	20200 C	E 10500	W 9700	9.00	56.50	18.40
2010	25000 C	E 12500	W 12500	11.51	57.07	18.40
2009	16600 C	E 8400	W 8200	11.11	58.68	5.00
2008	34000 C	E 17500	W 16500	11.51	54.38	19.30
2007	33000 C	E 16500	W 16500	11.51	58.16	22.30
2006	30500 C	E 15500	W 15000	10.78	56.96	22.30
2005	31000 C	E 15500	W 15500	11.10	56.60	20.70
2004	28500 C	E 14000	W 14500	11.10	60.50	20.70
2003	27500 C	E 14000	W 13500	11.00	58.20	20.70

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2018 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0748 - SR 70/OKEECHOBEE RD - E OF SR 713/KINGS HWY (COUNTY 742)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2018	23500 C	E 13000	W 10500	9.00	55.20	21.70
2017	29500 C	E 15500	W 14000	9.00	56.20	21.20
2016	20500 C	E 11000	W 9500	9.00	57.10	19.60
2015	21100 C	E 11500	W 9600	9.00	56.30	18.60
2014	20400 C	E 9900	W 10500	9.00	54.70	17.60
2013	20000 C	E 11000	W 9000	9.00	57.20	18.30
2012	23000 F	E 10000	W 13000	9.00	57.00	17.40
2011	24000 C	E 10500	W 13500	9.00	56.50	17.40
2010	21500 C	E 11000	W 10500	11.51	57.07	21.50
2009	25000 C	E 13000	W 12000	11.11	58.68	24.10
2008	25000 C	E 13500	W 11500	11.51	54.38	22.90
2007	24000 C	E 12500	W 11500	11.51	58.16	27.10
2006	26500 C	E 13500	W 13000	10.78	56.96	22.30
2005	29000 C	E 15000	W 14000	11.10	56.60	17.90
2004	25500 C	E 12500	W 13000	11.10	60.50	17.90
2003	26000 C	E 13500	W 12500	11.00	58.20	17.90

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

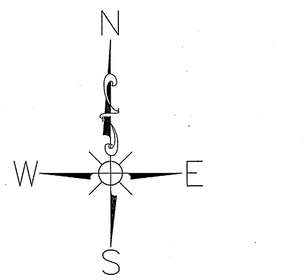
FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2018 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0029 - SR 70 / OKEECHOBEE RD - E OF SR 9/I-95 (COUNTY 29)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2018	31000 C	E 15000	W 16000	9.00	51.30	4.70
2017	34500 C	E 17500	W 17000	9.00	50.90	12.30
2016	28500 F	E 14000	W 14500	9.00	50.90	12.30
2015	28500 C	E 14000	W 14500	9.00	51.00	12.30
2014	25500 F	E 14000	W 11500	9.00	50.80	4.90
2013	25500 C	E 14000	W 11500	9.00	50.80	4.90
2012	28000 C	E 14000	W 14000	9.00	56.80	4.90
2011	30500 C	E 15500	W 15000	9.00	57.20	10.90
2010	30500 C	E 15500	W 15000	10.32	55.40	10.90
2009	26500 C	E 13000	W 13500	10.27	57.35	10.90
2008	29500 C	E 15500	W 14000	10.45	58.06	6.70
2007	33000 C	E 17000	W 16000	10.31	58.74	5.20
2006	31000 C	E 16000	W 15000	10.73	65.89	16.00
2005	26500 C	E 13500	W 13000	10.80	60.70	16.00
2004	28000 C	E 14000	W 14000	10.30	57.70	16.00
2003	27500 C	E 14000	W 13500	10.20	59.60	4.90

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LEGEND

Δ = CENTRAL ANGLE	= EXISTING HARDWOOD TREE (W/ SIZE IN INCHES)
R = CURVE RADIUS	= EXISTING PALM TREE (W/ SIZE IN INCHES)
L = CURVE LENGTH	= ELECTRIC SERVICE BOX
(C) = CALCULATED	= FOUND IRC LB 7056
(P) = PLAT	= FLAG POLE
POC = POINT OF COMMENCEMENT	= LAMP POST
POB = POINT OF BEGINNING	= BELLSOUTH SERVICE TOWER
FND = FOUND	= WOOD POWER POLE
OST = OPEN SPACE TRACT	= GUY WIRE
FFE = FINISH FLOOR ELEVATION	CONC = CONCRETE
FPL = FLORIDA POWER AND LIGHT	L.M.E. = LAKE MANAGEMENT EASEMENT
OHU = OVERHEAD UTILITIES	D.U.E. = DRAINAGE AND UTILITY EASEMENT
PKD = PK NAIL AND DISK	= FIRE HYDRANT
P.L.S. = PROFESSIONAL LAND SURVEYOR	TOB = TOP OF BANK
LB = LICENSED BUSINESS	ORB = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK	PG = PAGE
TYP = TYPICAL	T-X = ELECTRIC TRANSFORMER
R/W = RIGHT-OF-WAY	AC. = ACRES
D.E. = DRAINAGE EASEMENT	= BACKFLOW PREVENTER
P.U.E. = PRIVATE UTILITY EASEMENT	= 6' WOOD FENCE
Ⓢ = SANITARY MANHOLE	= 5' ALUMINUM FENCE
HDCP = HANDICAP	= 3' PVC PICKET FENCE
ALUM = ALUMINUM FRAME	CMP = CORRUGATED METAL PIPE
CBS = CONCRETE BLOCK STRUCTURE	IR = #5 IRON ROD
SF = SQUARE FEET	IRC = #5 IRON ROD AND CAP
= HANDICAP PARKING SPACE	= CATCH BASIN
= IRRIGATION CONTROL VALVE	Ⓓ = DRAINAGE MANHOLE
© = SANITARY CLEAN OUT	= WATER VALVE
Ⓔ = ELECTRIC MANHOLE	= GAS VALVE
—TELE— = APPROXIMATE LOCATION UNDERGROUND TELECOMMUNICATIONS	—SAN— = APPROXIMATE LOCATION SANITARY SEWER

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 24; THENCE RUN NORTH 00°05'12" WEST ALONG SAID EAST LINE OF THE SOUTHWEST ¼ OF SECTION 24 FOR A DISTANCE OF 441.21 FEET TO THE NORTH RIGHT-OF-WAY LINE OF REYNOLDS DRIVE; THENCE NORTH 89°49'22" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF REYNOLDS DRIVE, A DISTANCE OF 291.14 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:
THENCE CONTINUE NORTH 89°49'22" WEST, A DISTANCE OF 372.60 FEET;
THENCE NORTH 00°05'42" WEST, A DISTANCE OF 232.75 FEET;
THENCE NORTH 89°54'18" EAST, A DISTANCE OF 375.56 FEET;
THENCE SOUTH 00°05'12" EAST, A DISTANCE OF 230.32 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINS 1.99 ACRES, MORE OR LESS

SURVEY NOTES

1. THIS SURVEY IS NOT VALID WITHOUT A SIGNATURE AND ORIGINAL EMBOSSED SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR.
2. DESCRIPTION PROVIDED BY CLIENT AND/OR THEIR AGENT.
3. THE LAST DATE OF FIELD WORK WAS MAY 9, 2019 (TREES/SKETCH).
4. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF METAL DRIVE BEARING NORTH 00°05'12" WEST, AS MONUMENTED. ALL BEARINGS ARE RELATIVE THERETO.
5. CHICAGO TITLE INSURANCE COMPANY COMMITMENT 7441471, DATED 01/14/2019 WAS REVIEWED AND INCORPORATED INTO THIS SURVEY. THE ONLY EXCEPTIONS PERTAINING TO THE SUBJECT PROPERTY, AND THAT IS SURVEY-RELATED, FROM SCHEDULE B-II WAS ITEM 8, WHICH IS REFLECTED AND REFERENCED ON THIS SURVEY.
6. PROPERTY LIES IN FLOOD ZONE X, PER MAP 12111C0170 F.
7. UNDERGROUND IMPROVEMENTS AND FOUNDATIONS WERE NOT LOCATED AS PART OF THIS SURVEY.
8. THE SUBJECT PROPERTY IS CURRENTLY VACANT.
9. ALL ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

CERTIFIED TO:

FORT PIERCE HOTEL, LLC

BY: _____ _____
RICHARD C. LAVENTURE DATE
FLORIDA PROFESSIONAL LAND SURVEYOR # 5209

12' U.E. (EASEMENT "D") (ORB 499, PAGE 1189)
EXISTING DUMPSTER
EXISTING ASPHALT
UNPLATTED ACREAGE
DUMPSTER
12' EASEMENT "C" (ORB 499, PAGE 1189)
18.0' SHED
(ENCROACHMENT) 2.2'
N89°54'18"E (D)
S89°30'22"E (C)
375.56' (C)
CONC HEADWALL
36" RCP
INV=13.69'
N00°05'42"W (D)
N00°13'40"W (C)
232.75' (D/C)
S00°05'12"E (D)
S00°30'08"W (C)
230.32' (D/C)
(3X) 6"
(1.99 ACRES)
SWALE
UNPLATTED ACREAGE
EXISTING 4-STORY HOTEL
FFE = 19.73'
ASPHALT
UNPLATTED ACREAGE
18" HDPE
INV=15.01'
NORTH R/W LINE
N89°49'22"W(D)
N89°52'39"W(C)
291.14'(D/C)
CONC SIDEWALK
N89°52'39"W (C)
372.60' (D/C)
N89°49'22"W (D)
P.O.B.
CONC SIDEWALK
WEST R/W LINE
N00°05'12"W(D)
N00°08'32"W(C)
441.21' (D/C)
REYNOLDS DRIVE
(60' PRIVATE R/W)
EXISTING 4-STORY HOTEL
EXISTING ASPHALT DRIVE
P.O.C.
FND IR&C 4108
SE CORNER OF SW 1/4
OF SECTION 24-35-39

BOUNDARY, TOPOGRAPHIC & TREE SURVEY
PREPARED FOR
FORT PIERCE HOTEL, LLC

- REVISIONS -	BY	DATE
ADD TREES	JOE M	5/09/19
ADD TOPO	JOE M	6/12/19

	BY	DATE
FIELD	JPH	5/01/19
CALCS.	RCL	4/30/19
DRAWN	JOE M	4/30/19
CHECKED	RCL	5/3/19
FILE REF. 19.0530-1-3-2	FIELD BK/PG XX-XX/XX	

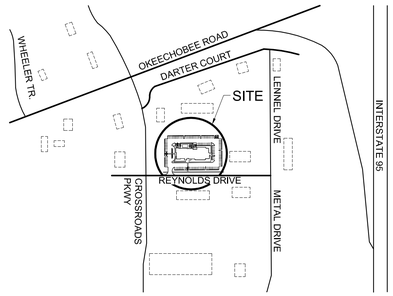
LAVENTURE & ASSOCIATES, INC.
PROFESSIONAL SURVEYING AND MAPPING
2552 PETERS ROAD SUITE D
FORT PIERCE, FLORIDA 34945
(772) 398-6430 Phone (772) 398-6426 Fax
LB 7056

DATE: 6-14-19
SCALE: 1"=20'
JOB No.19.0530-1-3-2
SHEET 1 OF 1

A Site Plan Approval for:

Home2 Suites by Hilton

1990 Reynolds Drive
Fort Pierce, FL 34945



LOCATION PLAN
NOT TO SCALE

PROJECT TEAM:

ARCHITECTURE:

ANDERSON ARCHITECTURE, INC.

399 CAMINO GARDENS BLVD. SUITE 202
BOCA RATON, FLORIDA 33432
CONTACT: SUZANNE STUBBS
PHONE: 561.362.0220
E-MAIL: SUZANNE@ANDERSONARCHITECTURE.COM

CIVIL:

ATLANTIC CIVIL ENGINEERING, INC.

2552 PETERS ROAD, SUITE D
FORT PIERCE, FL 34945
CONTACT: RICHARD LAVENTURE
PHONE: 772.398.1520
E-MAIL: GATORRR@MSN.COM

LANDSCAPE:

SUSAN HALL LANDSCAPE ARCHITECTURE, INC.

4425 CROOKED MILE ROAD
MERRITT ISLAND, FL 32952
CONTACT: MEGAN MAGWIRE
PHONE: 321.449.0790
E-MAIL: MEGAN@HALL-LA.COM

ELECTRICAL:

THOMPSON AND YOUNGROSS ENGINEERING CONSULTANTS

902 CLINT MOORE ROAD, STE 142
DELRAY BEACH, FLORIDA 33487
CONTACT: ARTUR AMARAL
PHONE: 561.274.0200
E-MAIL: ARTUR@TECFLA.COM

REQUIRED ACCESSIBLE ROOMS:

TOTAL ROOMS: 95

REQUIREMENTS FOR GUEST ROOMS WITH MOBILITY FEATURES:
(2017 FBC - ACCESSIBILITY TABLE 224.2)

MIN. REQ. W/ ROLL-IN SHOWERS: 1
MIN. REQ. W/OUT ROLL-IN SHOWERS: 4

TOTAL REQUIRED: 5

TOTAL PROVIDED: 5*

REQUIREMENTS FOR GUEST ROOMS WITH COMMUNICATION FEATURES:
(2017 FBC - ACCESSIBILITY TABLE 224.4)

MIN. REQ. W/ COMM. FEATURES: 9

PROVIDED: 9*

*2017 FBC - ACCESSIBILITY TABLE 224.5 STATES AT LEAST ONE GUEST ROOM REQUIRED TO PROVIDE MOBILITY FEATURES COMPLYING WITH 806.2 SHALL ALSO PROVIDE COMMUNICATION FEATURES COMPLYING WITH 806.3.

ADA ROOM TYPE DISPERSION DIAGRAM

ADA MOBILITY ROOM
(WITHOUT ROLL-IN SHOWER) .....(4 GUESTROOMS)

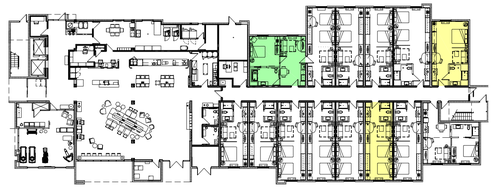
ADA MOBILITY & COMMUNICATION ROOM
WITH ROLL-IN SHOWER .....(1 GUESTROOM)

COMMUNICATION ROOM .....(8 GUESTROOMS)

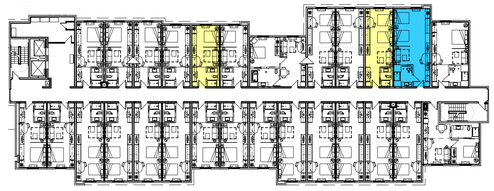
ROOM TYPE DISTRIBUTION

	KING	ACCESSIBLE KING	ACCESSIBLE KING	DOUBLE QUEEN	ACCESSIBLE DOUBLE QUEEN	ACCESSIBLE DOUBLE QUEEN	QUEEN ONE BEDROOM	ACCESSIBLE QUEEN ONE BEDROOM	ACCESSIBLE QUEEN ONE BEDROOM	QUEEN	ACCESSIBLE QUEEN	**TOTAL**
		COMMUNICATION ROOM (FBC 224.4)	MOBILITY WITHOUT ROLL-IN SHOWER (FBC 224.2)		COMMUNICATION ROOM (FBC 224.4)	MOBILITY WITHOUT ROLL-IN SHOWER (FBC 224.2)		MOBILITY ROLL-IN SHOWER AND COMMUNICATION ROOM (FBC 224.2)	MOBILITY WITHOUT ROLL-IN SHOWER (FBC 224.2)		COMMUNICATION ROOM (FBC 224.4)	
FIRST FLOOR	2	1	0	8	1	0	1	1	0	0	0	14
SECOND FLOOR	9	0	0	11	1	1	2	0	0	2	1	27
THIRD FLOOR	8	0	1	12	1	0	1	0	1	2	1	27
FOURTH FLOOR	8	1	0	12	0	1	2	0	0	2	1	27
TOTALS	27	2	1	43	3	2	6	1	1	6	3	**95**

NOTES:

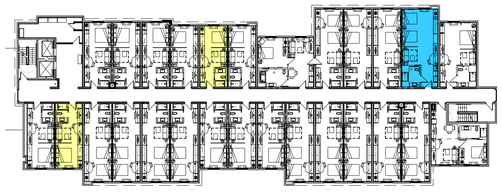


FIRST FLOOR PLAN
1/32"=1'-0"



SECOND FLOOR PLAN
1/32"=1'-0"

THIRD FLOOR PLAN
1/32"=1'-0"



FOURTH FLOOR PLAN
1/32"=1'-0"

SHEET INDEX :

ARCHITECTURAL:

CS COVER SHEET
A010 SITE PLAN AND DETAILS
A121 FIRST FLOOR PLAN
A122 SECOND FLOOR PLAN
A123 THIRD FLOOR PLAN
A124 FOURTH FLOOR PLAN
A141 ROOF PLAN
A201 EXTERIOR ELEVATIONS
A202 EXTERIOR ELEVATIONS

LANDSCAPE

L-1 EXISTING VEGETATION PLAN
L-2 SITE LANDSCAPE PLAN
L-3 LANDSCAPE SPECIFICATIONS
IR-1 SITE IRRIGATION PLAN
IR-2 IRRIGATION SPECIFICATIONS

ELECTRICAL:

ES-0.1 SITE PLAN SPECS AND DETAILS
ES-1.1 SITE PLAN PHOTOMETRIC STATISTICS

anderson architecture, inc.
399 CAMINO GARDENS BLVD.
SUITE 202
BOCA RATON, FLORIDA 33432
V: 561.362.0220
www.andersonarchitecture.com

consultant:

seal:
ERIC ANDERSON
AR0010628
STATE OF FLORIDA

A Site Plan Approval for:
Home2 Suites by Hilton
1990 Reynolds Drive
Fort Pierce, FL

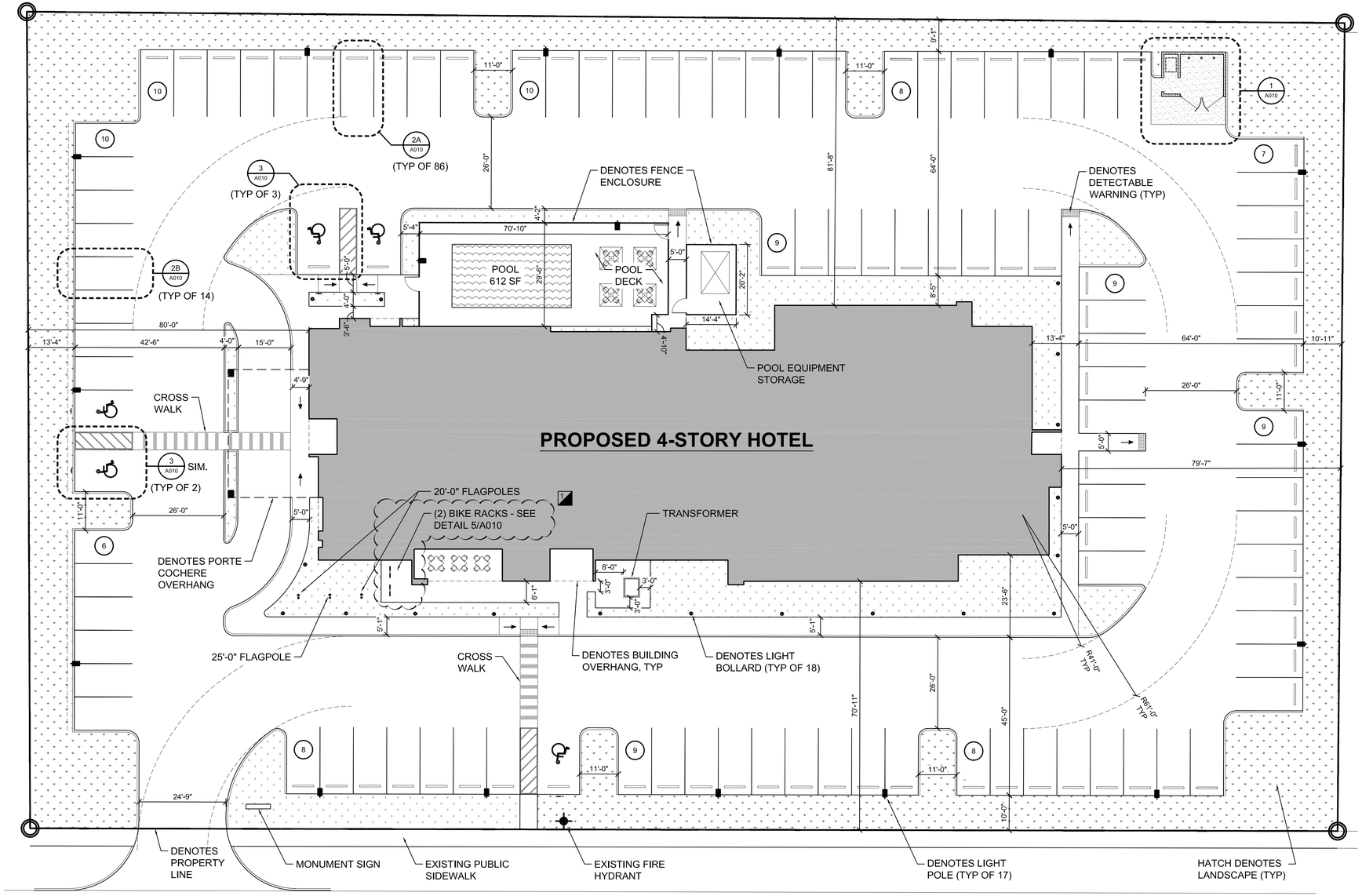
revision:
date:

commission: 18-109
principal: ERIC ANDERSON
project manager: SS
file name: 8109-A-000-CS
date: 06-26-19
title: COVER SHEET

CS

of: 9 A

AA C001997



SITE PLAN

1/16"= 1'-0"

SITE DATA:

ZONING:		GENERAL COMMERCIAL - C3	
FAR:		.67	
BUILDING SETBACKS:	EAST:	79'-7"	
	SOUTH:	70'-11"	(25'-0" REQUIRED)
	WEST:	80'-0"	
	NORTH:	81'-8"	
PROPOSED HEIGHT OF STRUCTURE:	TOP OF ROOF		44 FT.
	UPPER PARAPET		50 FT.
	TOP OF 'BEACON' STRUCTURE		56 FT. 6 IN.
MAXIMUM PERMITTED HEIGHT:	HEIGHT LIMITATION		65 FT.

SITE TABULATIONS:

SITE AREA		
SITE BOUNDARY:	86,613 S.F.	1.98 ACRES
GROUND FLOOR AREA:	14,238 S.F.	16.4%
PARKING / PAVED AREA:	45,034 S.F.	
POOL DECK:	1,528 S.F.	
TOTAL SIDEWALK AREA:	3,958 S.F.	
LANDSCAPED SPACE:	20,340 S.F.	23.5%

BUILDING AREAS (FOOTPRINT):

PROPOSED HOTEL:

FIRST FLOOR:	14,238 SF	14 ROOMS
SECOND FLOOR:	14,615 SF	27 ROOMS
THIRD FLOOR:	14,615 SF	27 ROOMS
FOURTH FLOOR:	14,615 SF	27 ROOMS
TOTAL	58,083 SF	95 ROOMS

PARKING CALCULATIONS:

REQUIRED PARKING:

HOTELS/MOTELS (100%)

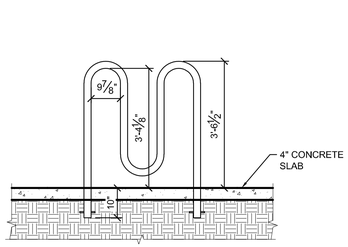
RATIO:	ROOMS:	NO. OF SPACES:
1.1 SPACES / RENTABLE ROOM	95	105 SPACES
TOTAL REQUIRED:		105 SPACES

PROVIDED PARKING:

STANDARD SPACES:	100 SPACES
ACCESSIBLE SPACES:	5 SPACES
TOTAL PROVIDED:	105 SPACES

BICYCLE PARKING:

TOTAL REQUIRED:	1/10 OF TOTAL REQUIRED PARKING SPACES = 10.5
TOTAL PROVIDED:	12 BICYCLES



BICYCLE PARKING RACK SPECIFICATIONS:

RACK SHALL BE A MINIMUM OF 42" HIGH TO PROVIDE PROPER CLEARANCE FOR PARKED BICYCLES. GALVANIZED VERSION: RACK SHALL BE CONSTRUCTED OF ASTM A53 2" SCHEDULE 40 STEEL PIPE (2-3/8" O.D. X .154 WALL).

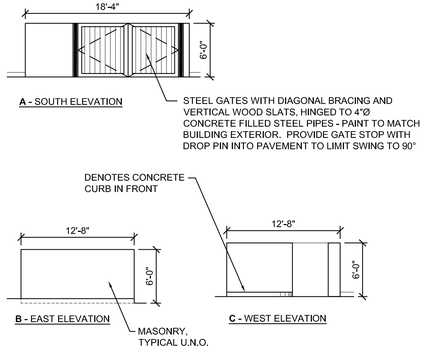
THE PARKING RACK SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION. RACK SHALL BE HAND FILED TO REMOVE GALVANIZING FLASH.

TYPICAL BIKE RACK FOR 6

1/2" = 1'-0"

02870-03

5 A-010

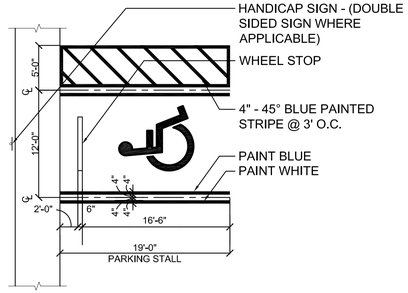


DUMPSTER ELEVATIONS

1/8" = 1'-0"

02732-01

4 A-010

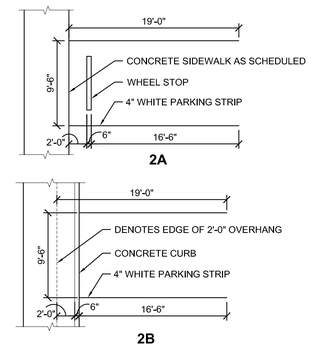


TYPICAL HANDICAP PARKING

1/8" = 1'-0"

34 74 00-001

3 A-010

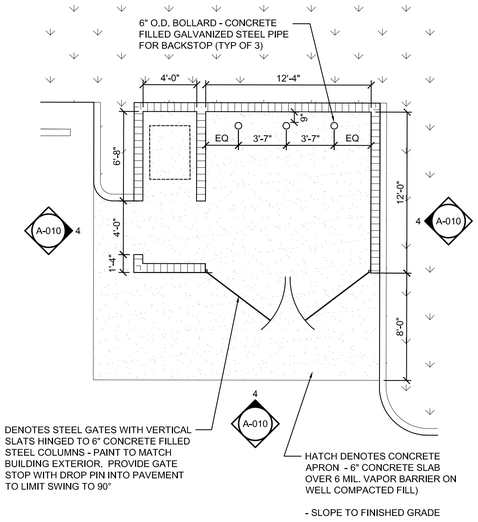


TYPICAL PARKING

1/8" = 1'-0"

34 74 00-003

2 A-010



DUMPSTER STORAGE DETAIL

3/16" = 1'-0"

1 A-010

anderson architecture, inc.
399 CAMINO GARDENS BLVD.
SUITE 202
BOCA RATON, FLORIDA 33432
V: 561.362.0220
www.andersonarchitecture.com

consultant:

seal:

ERIC ANDERSON
AR0010628
STATE OF FLORIDA

A Site Plan Approval for:
Home2 Suites by Hilton
1990 Reynolds Drive
Fort Pierce, FL

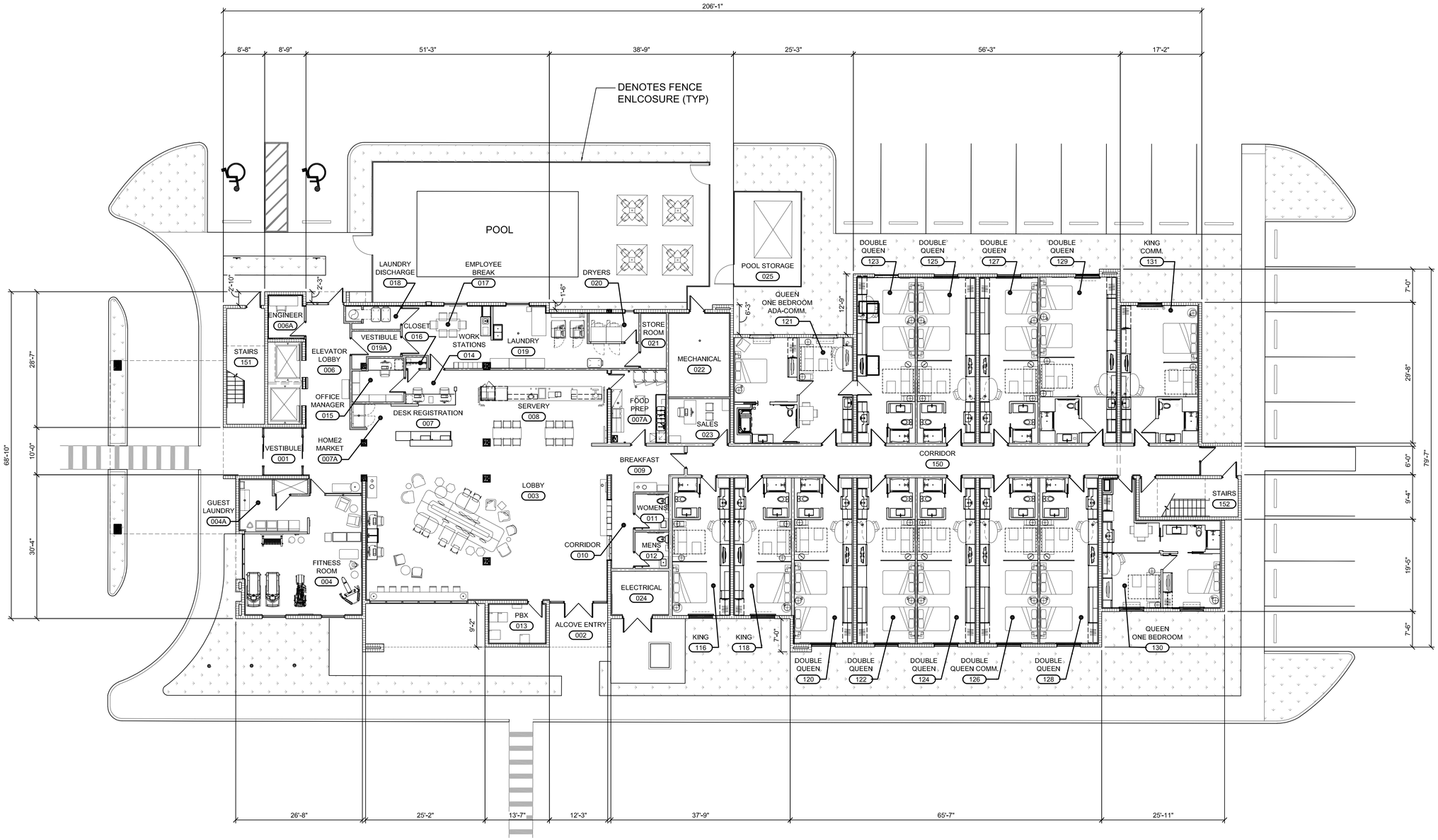
revision:	date
TRC COMMENTS	07-25-19

commission: 18-109
principal: ERIC ANDERSON
project manager: SS
file name: 8079-A-010-SPD
date: 06-26-19
title: SITE PLAN AND DETAILS

010

of: 9 A

AA C001997



FIRST FLOOR PLAN

3/32" = 1'-0"

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SUITE 202
BOCA RATON, FLORIDA 33432

V: 561.362.0220

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consultant:

seal:

ERIC ANDERSON
AR0010628
STATE OF FLORIDA

A Site Plan Approval for:
Home2 Suites by Hilton
1990 Reynolds Drive
Fort Pierce, FL

revision:

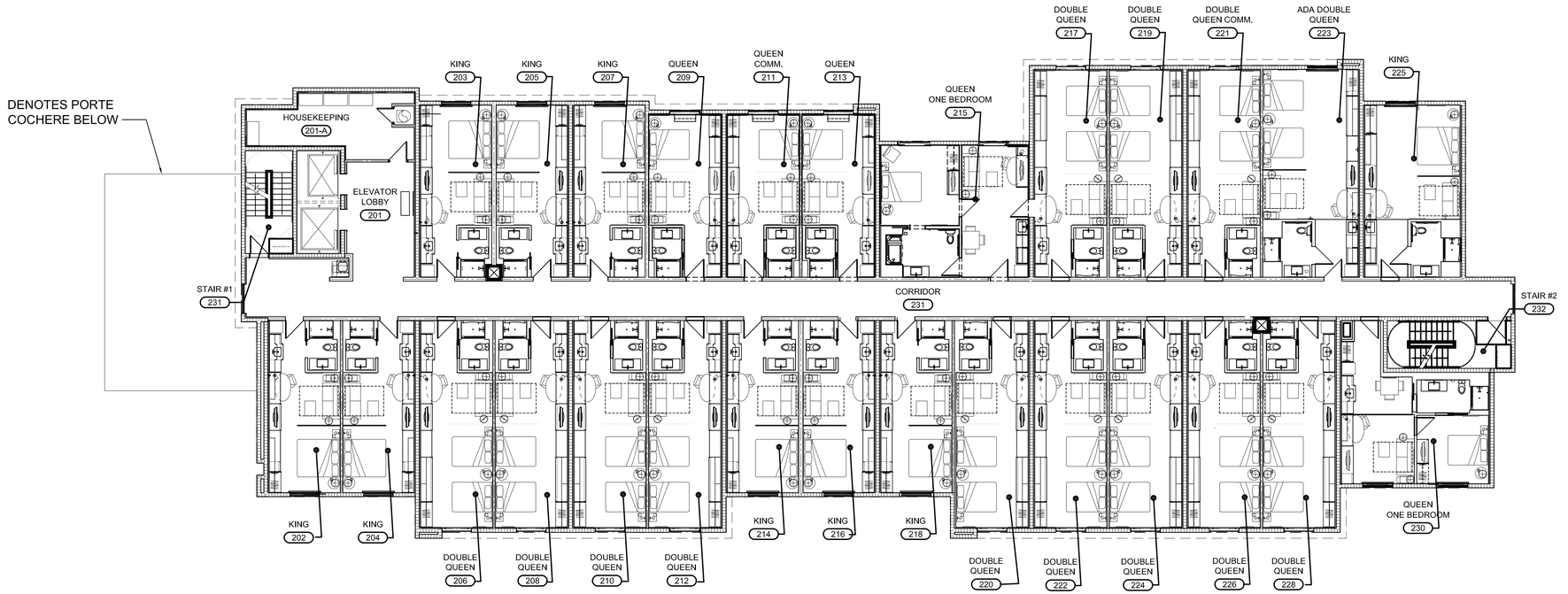
date:

commission: 18-109
principal: ERIC ANDERSON
project manager: SS
file name: 8109-A-121-FP1
date: 06-26-19
title: FIRST FLOOR PLAN

121

of: 9 A

AA C001997



SECOND FLOOR PLAN

3/32" = 1'-0"

anderson architecture, inc.

399 CAMINO GARDENS BLVD.
SUITE 202
BOCA RATON, FLORIDA 33432

V: 561.362.0220

www.andersonarchitecture.com

consultant:

seal:

ERIC ANDERSON
AR0010628
REGISTERED ARCHITECT
STATE OF FLORIDA

A Site Plan Approval for:
Home2 Suites by Hilton
1990 Reynolds Drive
Fort Pierce, FL

revision:

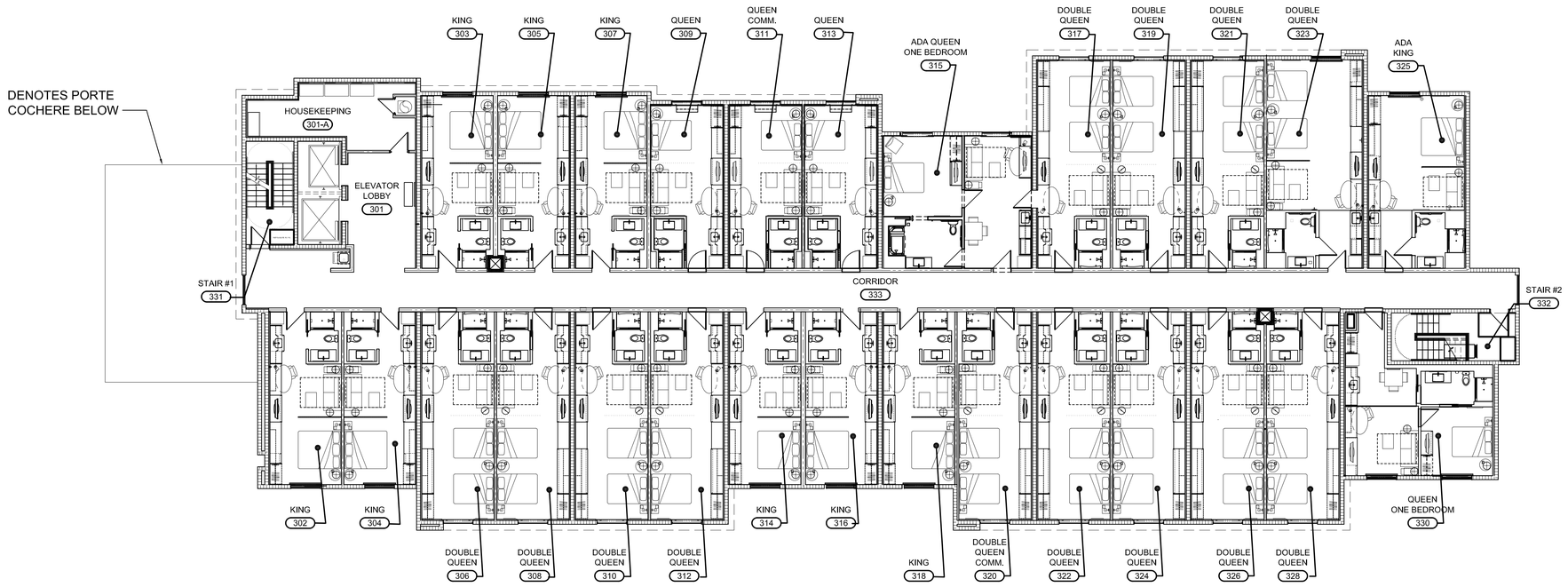
date:

commission: 18-109
principal: ERIC ANDERSON
project manager: SS
file name: 8109-A-122-FP2
date: 06-26-19
title: SECOND FLOOR PLAN

122

of: 9 A

AA C001997



THIRD FLOOR PLAN

3/32" = 1'-0"

anderson architecture, inc.

399 CAMINO GARDENS BLVD.
SUITE 202
BOCA RATON, FLORIDA 33432

V: 561.362.0220

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consultant:

seal:

ERIC ANDERSON
AR0010628
REGISTERED ARCHITECT
STATE OF FLORIDA

A Site Plan Approval for:
Home2 Suites by Hilton
1990 Reynolds Drive
Fort Pierce, FL

revision:

date:

commission: 18-109
principal: ERIC ANDERSON
project manager: SS

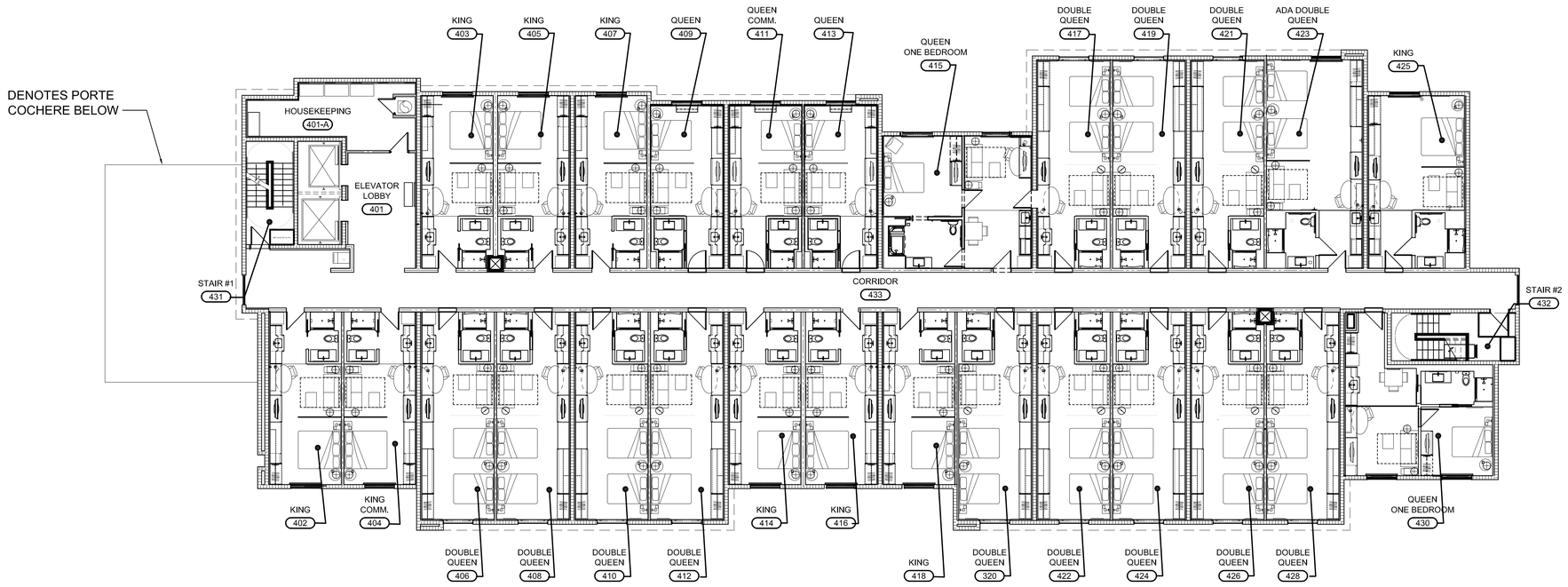
file name: 8109-A-123-FP3
date: 06-26-19

title: THIRD FLOOR PLAN

123

of: 9 A

AA C001997



FOURTH FLOOR PLAN

3/32" = 1'-0"

anderson architecture, inc.

399 CAMINO GARDENS BLVD.
SUITE 202
BOCA RATON, FLORIDA 33432

V: 561.362.0220

www.andersonarchitecture.com

consultant:

seal:

ERIC ANDERSON
AR0010628
STATE OF FLORIDA
REGISTERED ARCHITECT

A Site Plan Approval for:
Home2 Suites by Hilton
1990 Reynolds Drive
Fort Pierce, FL

revision:

date:

commission: 18-109
principal: ERIC ANDERSON
project manager: SS

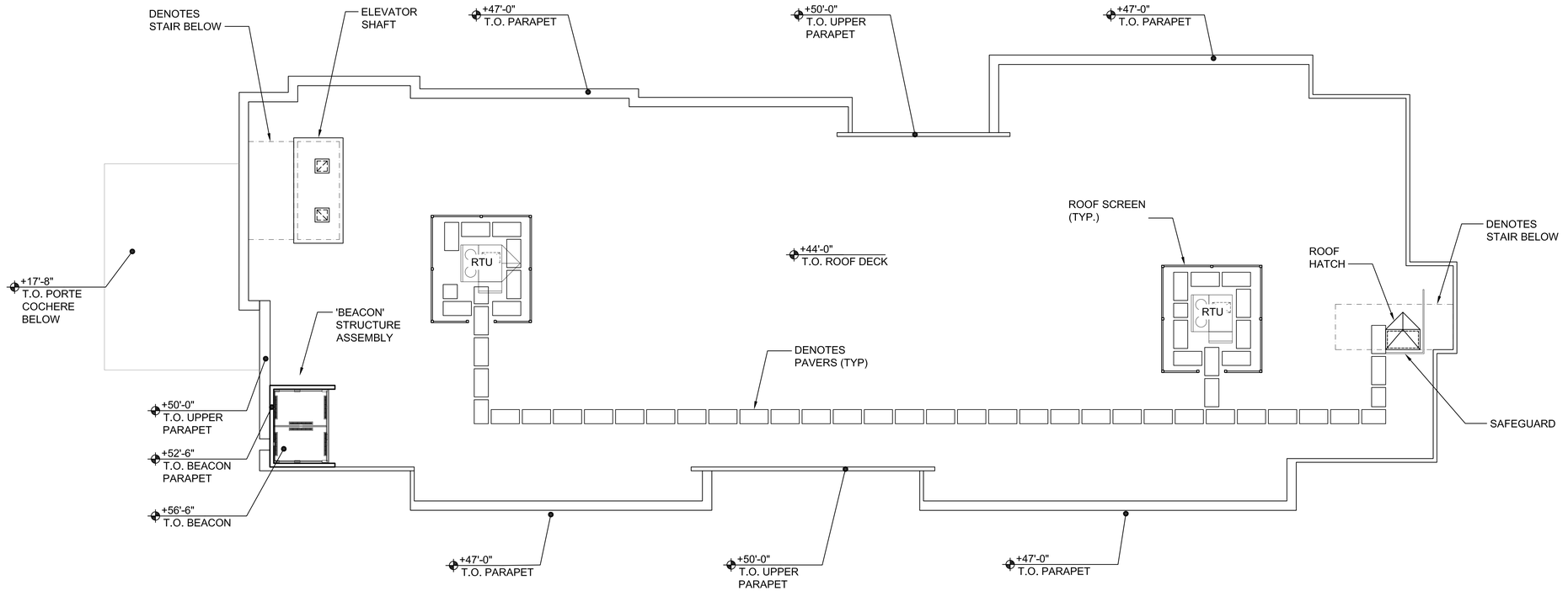
file name: 8109-A-124-FP4
date: 06-26-19

title:
FOURTH FLOOR PLAN

124

of: 9 A

AA C001997



ROOF PLAN

3/32" = 1'-0"

anderson
architecture, inc.

399 CAMINO GARDENS BLVD.
SUITE 202
BOCA RATON, FLORIDA 33432

V: 561.362.0220

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consultant:

seal:

ERIC ANDERSON
AR0010628
STATE OF FLORIDA

A Site Plan Approval for:
Home2 Suites by Hilton

1990 Reynolds Drive
Fort Pierce, FL

revision:

date:

commission: 18-109

principal: ERIC ANDERSON

project manager: SS

file name: 8109-A-141-RP1

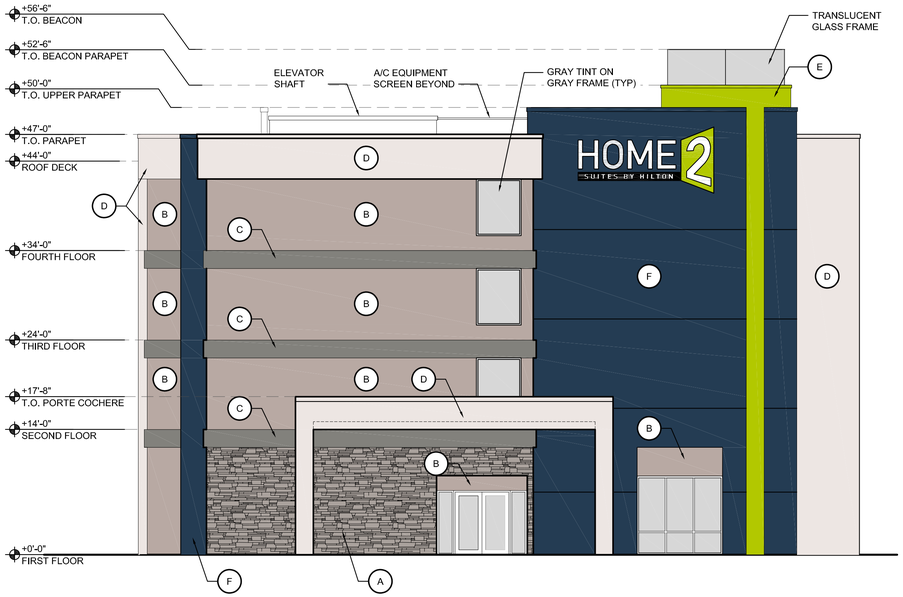
date: 06-26-19

title: ROOF PLAN

141

of: 9 A

AA C001997



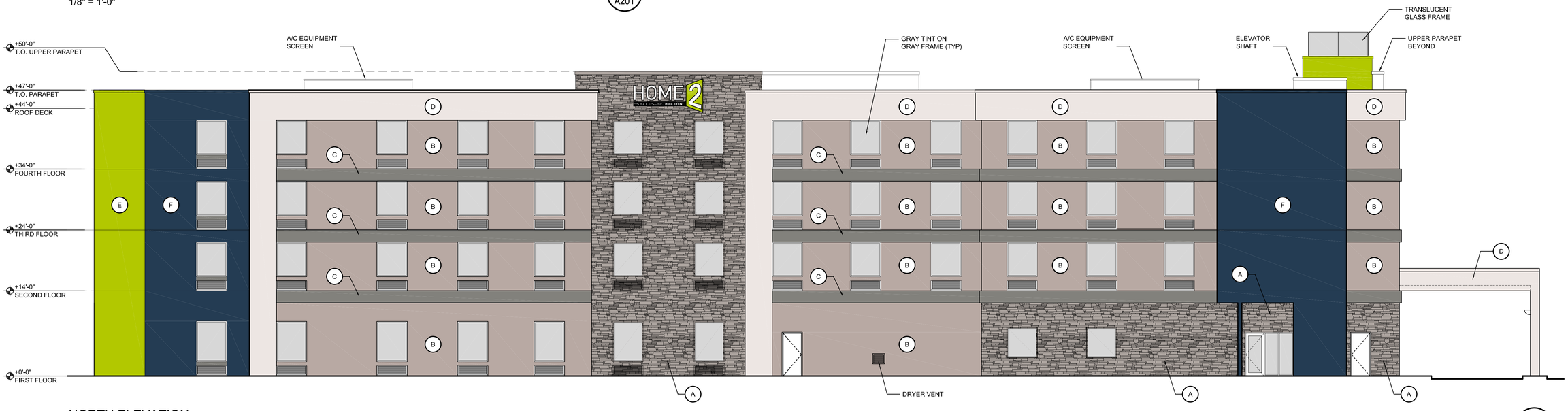
WEST ELEVATION

1/8" = 1'-0"

A201

ELEVATION SYMBOL LEGEND:

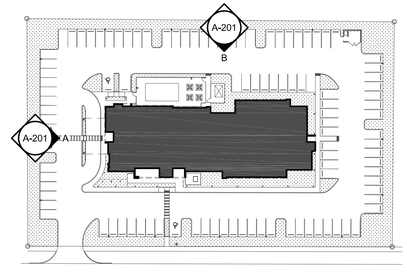
- A — APPLIED STONE, CORONADO - HONEY LEDGE - COLOR: HURON (PROVIDE SAMPLE FOR ARCHITECT'S APPROVAL)
- B — STUCCO, LIGHT SKIP TROWEL FINISH - "BENJAMIN MOORE" SILVER FOX - 2108-50
- C — STUCCO, LIGHT SKIP TROWEL FINISH - "BENJAMIN MOORE" AMHERST GRAY - HC-167
- D — STUCCO, LIGHT SKIP TROWEL FINISH - "BENJAMIN MOORE" WHITE WATER
- E — STUCCO, LIGHT SKIP TROWEL FINISH - "BENJAMIN MOORE" BRIGHT LIME - 2025-10
- F — STUCCO, LIGHT SKIP TROWEL FINISH - "BENJAMIN MOORE" TWILIGHT 2058-10



NORTH ELEVATION

1/8" = 1'-0"

B
A201



KEY PLAN

NOT TO SCALE

anderson architecture, inc.
399 CAMINO GARDENS BLVD.
SUITE 202
BOCA RATON, FLORIDA 33432
V: 561.362.0220
www.andersonarchitecture.com

consultant::

seal:

ERIC ANDERSON
AR0010628
STATE OF FLORIDA
REGISTERED ARCHITECT

A Site Plan Approval for:
Home2 Suites by Hilton
1990 Reynolds Drive
Fort Pierce, FL

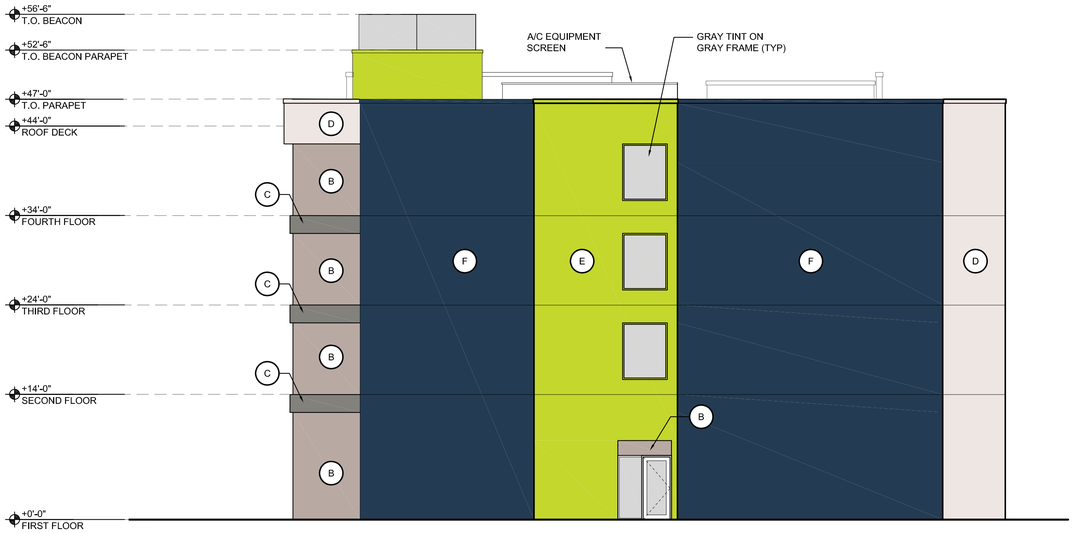
revision:
date:

commission: 18-109
principal: ERIC ANDERSON
project manager: SS
file name: 8109-A-201-EE
date: 06-26-19
title: EXTERIOR ELEVATIONS

201

of: 9 A

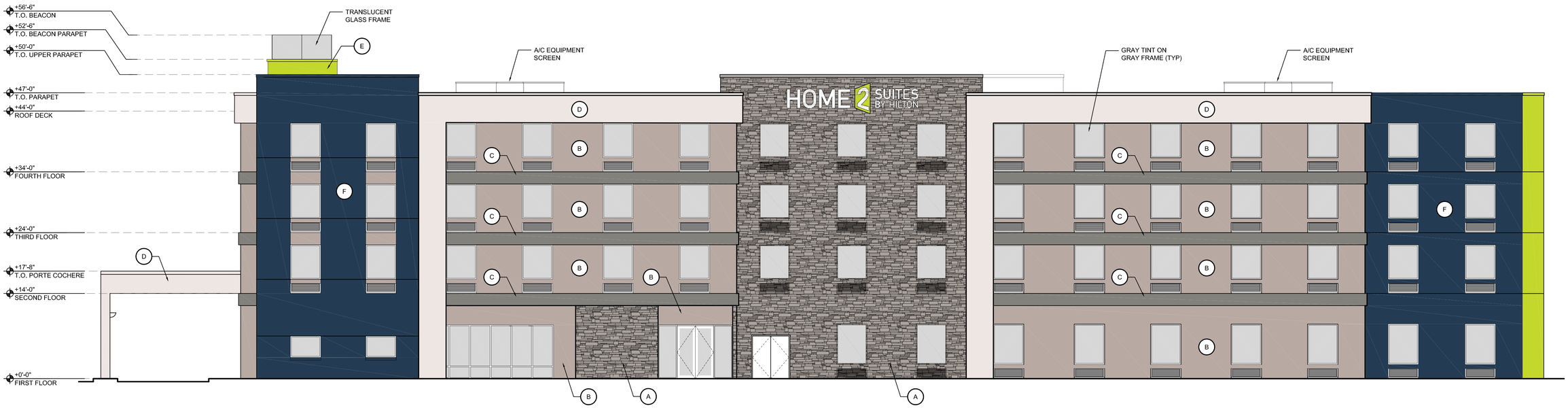
AA C001997



EAST ELEVATION

1/8" = 1'-0"

A / A202



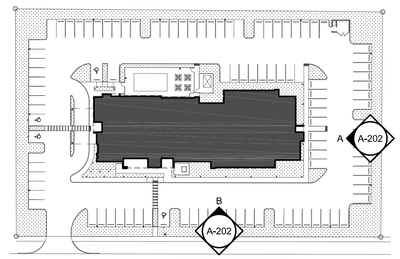
SOUTH ELEVATION

1/8" = 1'-0"

B / A202

ELEVATION SYMBOL LEGEND:

- A — APPLIED STONE, CORONADO - HONEY LEDGE - COLOR: HURON (PROVIDE SAMPLE FOR ARCHITECT'S APPROVAL)
- B — STUCCO, LIGHT SKIP TROWEL FINISH - "BENJAMIN MOORE" SILVER FOX - 2108-50
- C — STUCCO, LIGHT SKIP TROWEL FINISH - "BENJAMIN MOORE" AMHERST GRAY - HC-167
- D — STUCCO, LIGHT SKIP TROWEL FINISH - "BENJAMIN MOORE" WHITE WATER
- E — STUCCO, LIGHT SKIP TROWEL FINISH - "BENJAMIN MOORE" BRIGHT LIME - 2025-10
- F — STUCCO, LIGHT SKIP TROWEL FINISH - "BENJAMIN MOORE" TWILIGHT 2058-10



KEY PLAN

NOT TO SCALE

anderson architecture, inc.
399 CAMINO GARDENS BLVD.
SUITE 202
BOCA RATON, FLORIDA 33432
V: 561.362.0220
www.andersonarchitecture.com

consultant:

seal:

ERIC ANDERSON
AR0010628
STATE OF FLORIDA

A Site Plan Approval for:
Home2 Suites by Hilton
1990 Reynolds Drive
Fort Pierce, FL

revision:

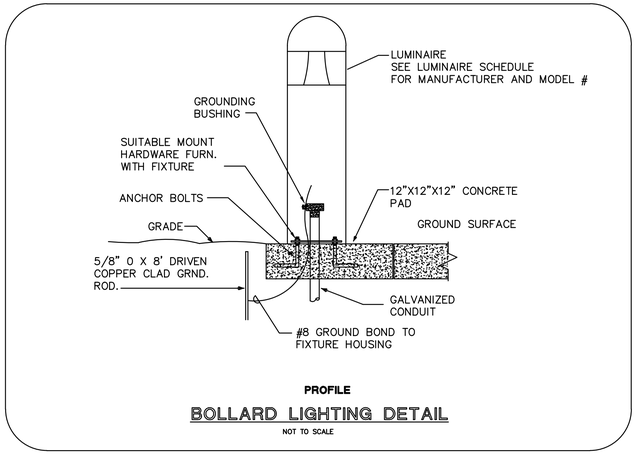
date:

commission: 18-109
principal: ERIC ANDERSON
project manager: SS
file name: 8109-A-202-EE
date: 06-26-19
title: EXTERIOR ELEVATIONS

202

of: 9 A

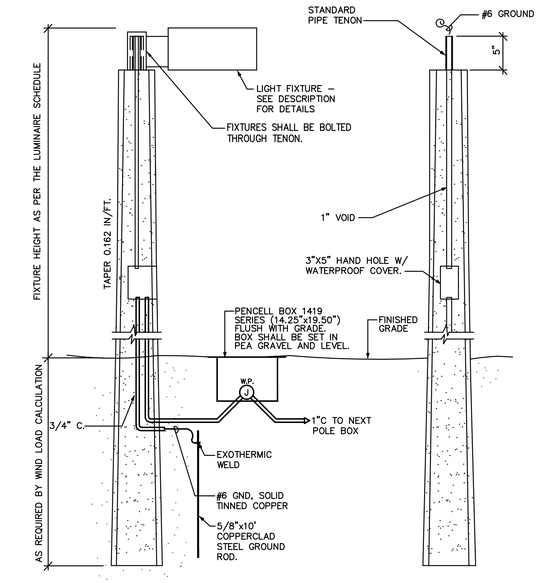
AA C001997



PROFILE

BOLLARD LIGHTING DETAIL

NOT TO SCALE

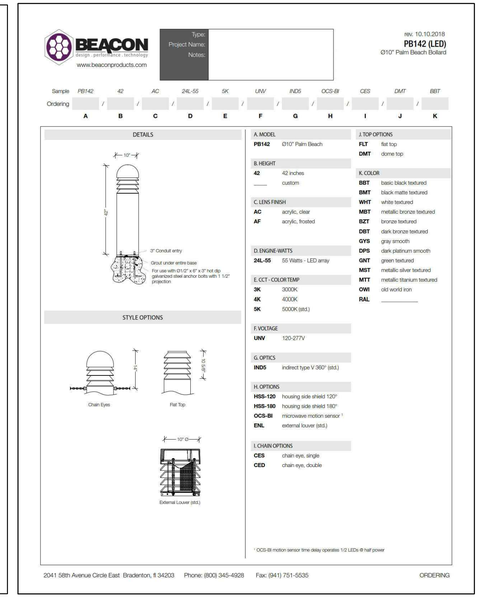


NOTES:

1. POLE LOCATION – SET BACK CENTER–LINE OF POLE SHALL BE 42 INCHES FROM THE CENTER–LINE OF PARKING STANDARD WHERE POSSIBLE. LOCATION OF ALL POLES MUST BE COORDINATED WITH ALL TRADES TO INSURE NO INTERFERENCES.
2. POLE SUPPLIER SHALL CERTIFY THAT POLE AND FIXTURE(S) MEETS WIND LOAD CRITERIA PER LOCAL CODES. SHALL PROVIDE SIGNED & SEALED CALCUATIONS BY A STATE REGISTERED ENGINEER
3. THE PHOTOMETRICS SHOWN ARE BASED ON LIGHT FIXTURES INDICATED ON LUMINAIRE SCHEDULE. THE CONTRACTOR IS REPONSIBLE FOR PROVIDING FIXTURES INDICATED. IF THE CONTRACTOR SUBSTITUTES FIXTURES, THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING POINT–BY–POINT CALCULATIONS FOR FIXTURES BEING SUBMITTED FOR APPROVAL.

CONCRETE DIRECT BURIAL POLE DETAIL

N.T.S.



"SC" LIGHT FIXTURE

DRD2
Recessed LED Downlight
General New Construction
4", 5", 6" Aperture

dmf

PRODUCT SPECIFICATIONS

- Maximum installation compatibility
- Easy, tool-free installation, including Twist & Lock trim feature
- 750 & 1000 lumen outputs
- 2700K, 3000K, 3500K, 4000K CCT
- Flicker-free TRIAC/ELV, 0-10V or Lutron Hi-lume 1% dimming
- 50,000 hr lifetime at 70% lumen maintenance
- 5 year limited warranty

Twist & Lock · Wet location rated · 50,000 hrs lifetime · 5yr Warranty

Frame-in Kit

HOUSING: 18 ga. die-formed aluminum box fastened to 22 ga. steel mounting frame (4" frame-in kit, 4" shallow frame-in kit), 20 ga. die-formed aluminum (5" frame-in kit), 22 ga. die-formed aluminum (6" frame-in kit), 20 ga. die-formed aluminum (6" shallow frame-in kit).

JUNCTION BOX: Galvanized steel. Equipped with (6) ½" and (1) ¾" knockouts with pryout slots to allow straight conduit runs. (4) knockouts for non-metallic sheathed cable installation. Junction box tension spring allows snap-in installation of plate cover for easy access to wiring. Approved for 6 (four-in, four-out) #12 AWG 90 through wire conductors.

MOUNTING: Pre-installed adjustable bar hangers engineered to accommodate lumber, laminated beams and T-bar.

CEILING: ½" up to 1".

CUTOUT: 4 ⅛" (4" frame-in kit, 4" shallow frame-in kit), 5 ⅛" (5" frame-in kit), 6 ⅛" (6" frame-in kit, 6" shallow frame-in kit).

Light Engine

LED: Tightly binned, high performing white Cree® LED.

LUMEN OUTPUT (POWER): 750 lm (10.6W), 1000 lm (12.8W).

COLOR QUALITY: 93+ CRI, 2-step SDCM.

CCT OPTIONS: 2700K, 3000K, 3500K, 4000K.

CONNECTOR: PowerPlug® Luminaire Disconnect Model 182 (TRIAC/ELV), Model 102 (0-10V, Lutron Hi-lume® 1% and/or emergency lighting).

INPUT VOLTAGE: 120/277V.

DIMMING: Down to less than 5% for TRIAC/ELV at 120V or 0-10V at 120/277V. Down to less than 1% for Lutron Hi-lume® 1% at 120/277V.

EMERGENCY LIGHTING: Optional Emergency LED Driver for lighting up to 90 minutes in event of power failure.

LIFETIME: 50,000 hours at 70% lumen maintenance.

PHOTOMETRIC TESTING: Tested in accordance to IESNA LM-79-2008.

LISTINGS: cULus Listed. ENERGY STAR® qualified. California Title 24 2016 JA8 compliant. UL Listed for Wet Location. ASTM E283 certified Air Tight. IC Rated.

WARRANTY: 5 year limited warranty.

Trim

CONSTRUCTION: Die-cast aluminum. Twist & Lock mounting allows easy tool-free field installation and tight ceiling fit.

Product Code: | Type:
Project: | Contact: | Date:

dmf Lighting 1118 E. 223rd St. Carson, CA 90745 T: 1.800.441.4422 www.dmflighting.com
© 2017 DMF Lighting. All rights Reserved. Specifications subject to change without notice. See website for U.S. and international patent information.
Page 1 of 10 | V.01.23.18

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
DRIVES & PARKING	Illuminance	Fc	3.34	6.2	1.1	3.04	5.64
POOL	Illuminance	Fc	6.24	8.0	4.1	1.52	1.95
PORTE COCHIERE	Illuminance	Fc	12.25	14.6	8.2	1.49	1.78
PROPERTY LINE - LEFT	Illuminance	Fc	0.23	0.5	0.0	N.A.	N.A.
PROPERTY LINE - LOWER	Illuminance	Fc	0.27	0.5	0.0	N.A.	N.A.
PROPERTY LINE - RIGHT	Illuminance	Fc	0.16	0.5	0.0	N.A.	N.A.
PROPERTY LINE - UPPER	Illuminance	Fc	0.17	0.4	0.0	N.A.	N.A.

NOTE:

THIS DRAWING MEETS THE FOLLOWING REQUIREMENTS CONFIRMING THAT THE MINIMUM AVERAGE FOOTCANDLE IN ALL PARKING LOT AREAS ARE A "MINIMUM" AVERAGE OF 2 FOOTCANDLES. ALSO PROVIDED ON THIS SHEET "ES–0.1" IS A TABLE PROVIDING THE MAXIMUM AND MINIMUM LIGHTING NUMBERS AS WELL AS THE NUMBERS FOR SPILLOVER ONTO ALL ADJACENT PROPERTIES.

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Lum. Watts
	17	SA	SINGLE	N.A.	0.900	BEACON VP-L-64L-135-4K7-4-BC-SWP-SETAVPL POLE MTD - 20' A.G.	177.46
	15	SB	SINGLE	N.A.	0.900	DMF DRDHNIC6-DRD2M10940-DRD2TR6SWH RECESSED IN PORYTE COCHIERE	13.5
	18	SC	SINGLE	N.A.	0.900	BEACON PB142/42/AC/24L-55/4K/UMV/DMT/XX(COLOR)	24.2

NOTE

THESE DRAWINGS ARE PREPARED PER ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ENGINEERS DESIGN CONCEPT. THEY ARE NOT INTENDED TO PROVIDE EVERY DETAIL OR CONDITION REQUIRED TO CONSTRUCT THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER CONDITIONS EFFORTS IS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATIONAL BUILDING WHETHER INDICATED ON THE PLANS OR NOT.

anderson architecture, inc.
399 CAMINO GARDENS BLVD., SUITE 202
BOCA RATON, FLORIDA 33432
V: 561.362.0220
www.andersonarchitecture.com

consultant:
TYEC HVAC PLUMBING ELECTRICAL
THOMPSON & YOUNGROSS ENGINEERING CONSULTANTS, LLC
WWW.TECFLA.COM
TO THE BEST OF MY KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM APPLICABLE BUILDING CODE.
CERTIFICATE of AUTHORIZATION NO. 28994
902 CLINT MOORE RD, # 142
BOCA RATON, FL 33487
E-MAIL: TEC@TECFLA.COM
TEL: 561-274-0200
FAX: 561-274-0222

seal:
ANDREW J. YOUNGROSS LICENSE NO. 51758 STATE OF FLORIDA PROFESSIONAL ENGINEER

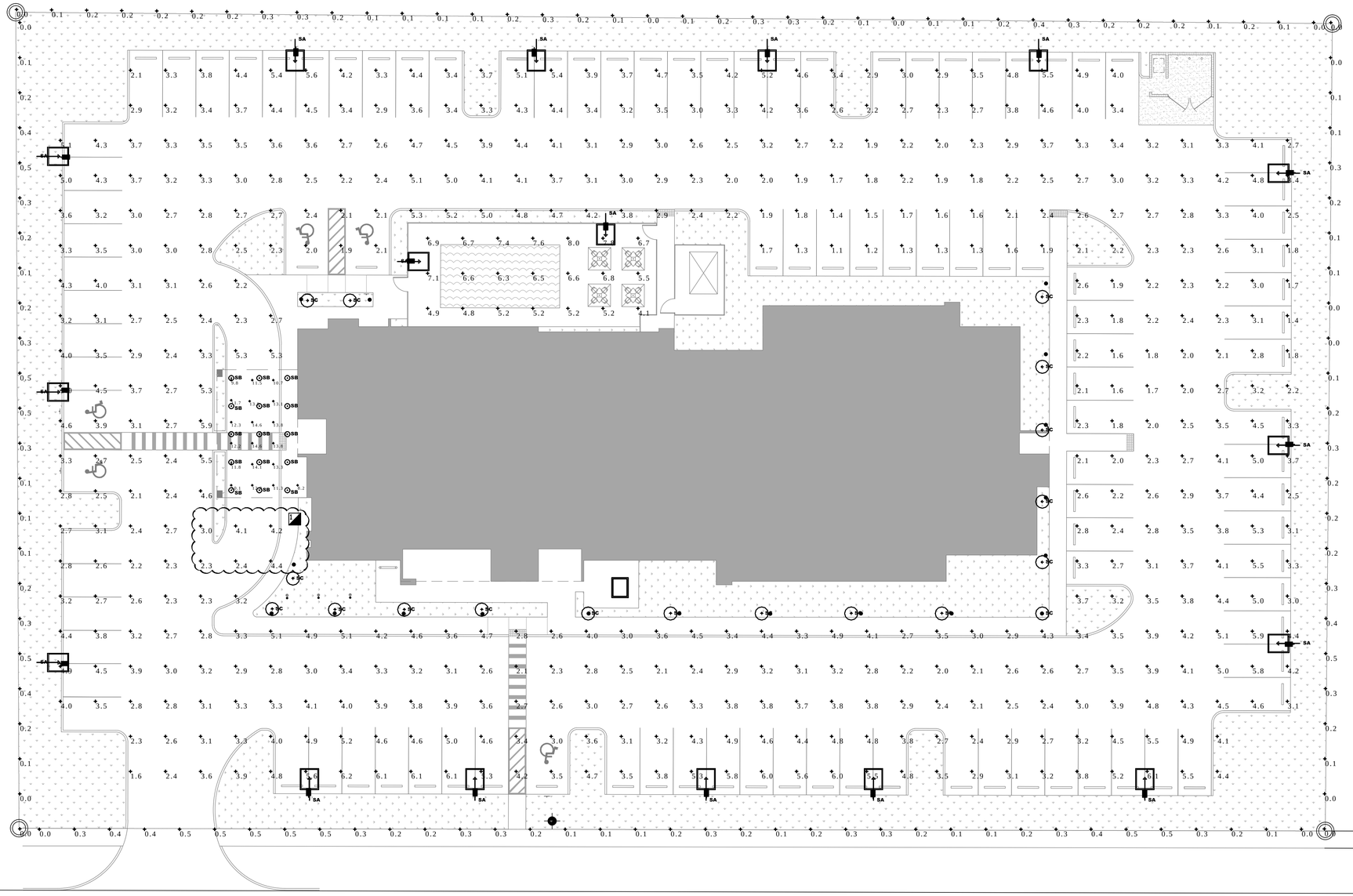
A Site Plan Approval for:
Home2 Suites by Hilton
1990 Reynolds Drive
Fort Pierce, FL

date	revision:
07-25-19	TRC COMMENTS

commission: 18-109
principal: AA/AJY
project manager: AA
TYEC JOB #: 19051
date: 06.26.19
title: SITE PLAN SPECS & DETAILS

ES-0.1

of: 2 ES



ENLARGED SITE PLAN-PHOTOMETRICS

1/16" = 1'-0"

NOTE

THESE DRAWINGS ARE PREPARED PER ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ENGINEERS DESIGN CONCEPT. THEY ARE NOT INTENDED TO PROVIDE EVERY DETAIL OR CONDITION REQUIRED TO CONSTRUCT THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER COORDINATION EFFORTS IS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATIONAL BUILDING WHETHER INDICATED ON THE PLANS OR NOT.

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BOCA RATON, FLORIDA 33432
V: 561.362.0220
www.andersonarchitecture.com

consultant:

TYEC HVAC PLUMBING ELECTRICAL
THOMPSON & YOUNGROSS ENGINEERING CONSULTANTS, LLC
WWW.TECFLA.COM

TO THE BEST OF MY KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM APPLICABLE BUILDING CODE.

CERTIFICATE of AUTHORIZATION NO. 25594

902 CLINT MOORE RD, # 142
BOCA RATON, FL 33487
E-MAIL: TEC@TECFLA.COM
TEL: 561-274-0200
FAX: 561-274-0222

seal:

ANDREW J. YOUNGROSS LICENSE NO. 51758 STATE OF FLORIDA PROFESSIONAL ENGINEER

A Site Plan Approval for:
Home2 Suites by Hilton

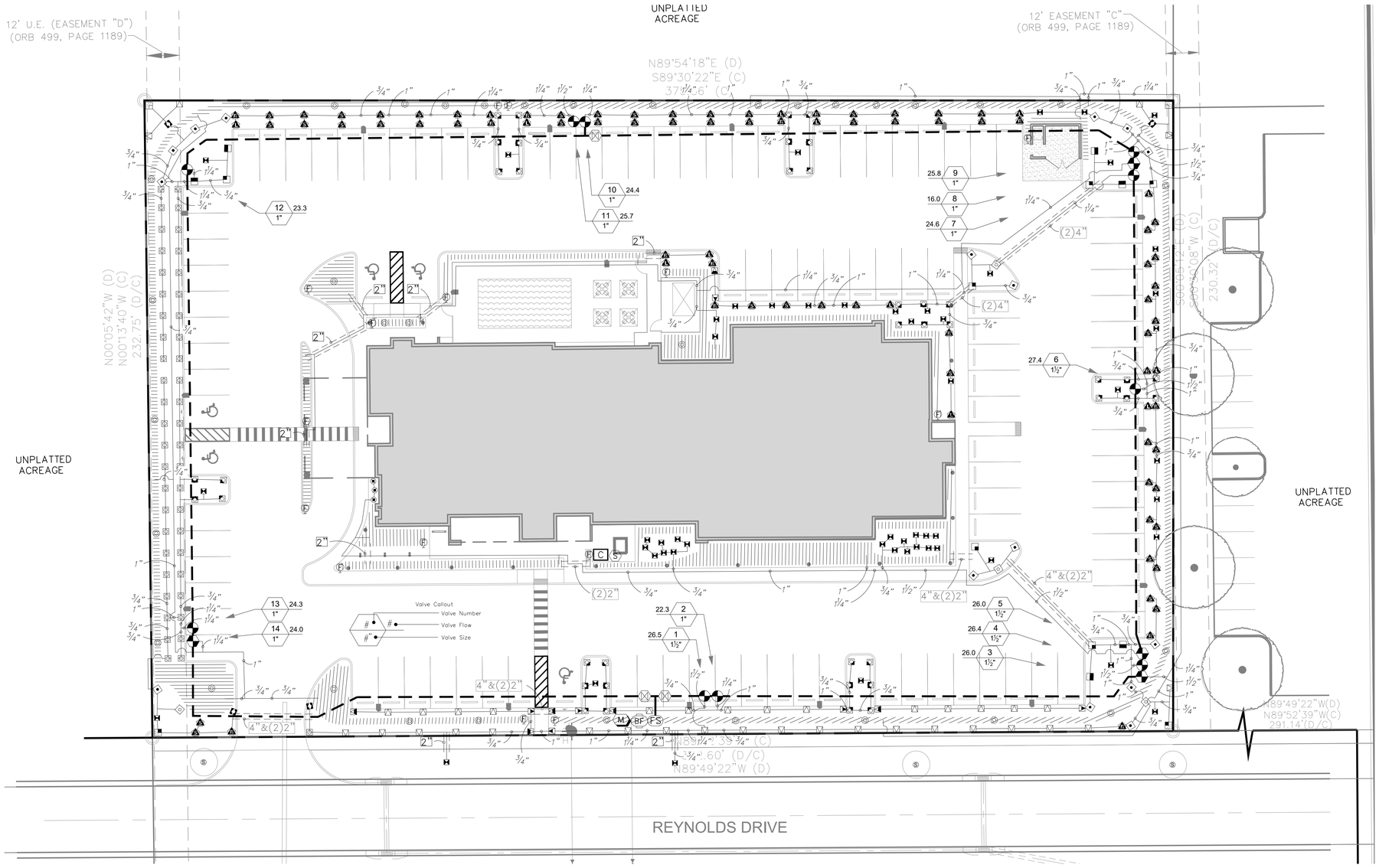
1990 Reynolds Drive
Fort Pierce, FL

date	revision:
07-25-19	TRC COMMENTS

commission: 18-109
principal: AA/AJY
project manager: AA
TYEC JOB #: 19051
date: 06.26.19
title: SITE PLAN PHOTOMETRIC STATISTICS

ES-1.1

of: 2 | ES



0' 10' 20' 40' 60'
SCALE: 1" = 20 '-0"

N

Susan Hall, ASLA
LANDSCAPE ARCHITECTURE
LC26000357
4425 CROOKED MILE RD.
MERRITT ISLAND, FL 32952
PHONE: (321) 449-0790
FAX: (321) 449-1225
www.hall-la.com

HILTON HOME 2 SUITES
REYNOLDS DRIVE
FORT PIERCE, FL

SHEET TITLE
SITE IRRIGATION PLAN

DATE 07.26.19

DESIGN S.H.

DRAWN M.M.

SCALE 1" = 20' - 0"

REVISIONS

SEAL
REGISTERED LANDSCAPE ARCHITECT #853 STATE OF FLORIDA
07.26.19

SHEET IR-1 OF 2

IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
	Rain Bird RD-06-S-P30 15 Strip Series	6	LCS	30	0.49	4'x15'
	Rain Bird RD-06-S-P30 15 Strip Series	6	RCS	30	0.49	4'x15'
	Rain Bird RD-06-S-P30 15 Strip Series	38	SST	30	1.21	4'x30'
	Rain Bird RD-06-S-P30 8 Series MPR	42	180	30	0.52	8'
	Rain Bird RD-06-S-P30 8 Series MPR	5	90	30	0.26	8'
	Rain Bird RD-06-S-P30 10 Series MPR	14	180	30	0.79	10'
	Rain Bird RD-06-S-P30 10 Series MPR	26	90	30	0.39	10'
	Rain Bird RD-06-S-P30 12 Series MPR	2	90	30	0.65	12'
	Rain Bird RD-06-S-P30 15 Series MPR	6	180	30	1.85	15'
	Rain Bird RD-06-S-P30 15 Series MPR	8	90	30	0.92	15'
	Rain Bird RD-06-S-P30 VAN Series	3	Adj	30		6'
	Rain Bird RD-06-S-P30 HE-VAN Series	4	Adj	30		10'
	Rain Bird RD-06-S-P30 HE-VAN Series	4	Adj	30		12'
	Rain Bird RD-06-S-P30 HE-VAN Series	16	Adj	30		15'
	Rain Bird RD-06-S-P30 with Hunter 5' strip spray	13	LCS	30	0.65	5'x15'
	Rain Bird RD-06-S-P30 with Hunter 5' strip spray	15	RCS	30	0.65	5'x15'
	Rain Bird RD-06-S-P30 with Hunter 5' strip spray	57	SST	30	1.30	5'x30'
	Two Rain Bird 1401 bubbler	54x2	360	30	2x.25	3'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird RD-12 with GPH Irrigation Products GDFN	15
	Two Rain Bird PC-10 Single Outlet	35x2
	Area to Receive Dripline Rain Bird XFD-09-12 XFD On-Surface Pressure Compensating Landscape Dripline. 0.9GPH emitters at 12.0" O.C. Dripline laterals spaced at 16.0" apart, with emitters offset for triangular pattern. Install dripline on both sides of plant material.	5,500 s.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PGA-PRS-D in a 12" Valve Box. Install a 1-1/2" PVC ball valve and Rain Bird LCRBY-150S filter in a Jumbo Valve Box prior to each group of valves.	4
	Rain Bird PGA in a 12" Valve Box. Install a 1-1/2" PVC ball valve in a 12" Valve Box prior to each group of valves.	10
BF	Nibco T-113 2" isolation valve in a 12" Valve Box	3
C	Wilkins 975XL 2" Backflow Preventer	1
S	Hunter IC-1600-PL 16 Station Controller	1
FS	Hunter Solar Sync Weather Sensor	1
M	Rain Bird 150PGA master valve and Hunter HC-150-FLOW flow meter in separate 12" Valve Boxes.	1
	Water Meter 1" (by others)	1
	Irrigation Lateral Line: PVC Class 160	4,500 l.f.
	Irrigation Mainline: PVC 2" Class 200	1,200 l.f.
	Pipe Sleeve: PVC Schedule 40	

IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN TAKE OFF

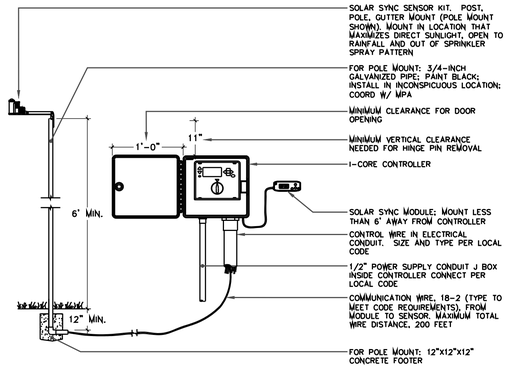
WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	GPM
1	Rain Bird PGA	Turf Spray	1.58 in/h	26.5
2	Rain Bird PGA	Turf Spray	1.58 in/h	22.3
3	Rain Bird PGA	Area for Dripline	1.16 in/h	26.0
4	Rain Bird PGA	Turf Spray	1.58 in/h	26.4
5	Rain Bird PGA	Area for Dripline	1.16 in/h	26.0
6	Rain Bird PGA	Turf Spray	1.58 in/h	27.4
7	Rain Bird PGA	Turf Spray	1.58 in/h	24.6
8	Rain Bird PGA	Area for Dripline	1.16 in/h	16.0
9	Rain Bird PGA	Turf Spray	1.58 in/h	25.8
10	Rain Bird PGA	Turf Spray	1.58 in/h	24.4
11	Rain Bird PGA	Turf Spray	1.58 in/h	25.7
12	Rain Bird PGA	Turf Spray	1.58 in/h	23.3
13	Rain Bird PGA	Turf Spray	1.58 in/h	24.3
14	Rain Bird PGA	Area for Dripline	1.16 in/h	24.0

AVERAGE GALLONS PER WEEK: 6,963

IRRIGATION NOTES

1. THE PLANS AND DRAWINGS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. SOME COMPONENTS MAY BE SHOWN OUTSIDE THE WORK AREA FOR CLARITY. THE WORK SHALL BE EXECUTED IN A MANNER TO AVOID CONFLICTS WITH UTILITIES AND OTHER ELEMENTS OF CONSTRUCTION, INCLUDING LANDSCAPE MATERIALS. ALL DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE BEING INSTALLED. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY ASPECT OF THE IRRIGATION SYSTEM AS SHOWN ON THE PLANS AND DRAWINGS, WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES EXIST THAT MIGHT NOT HAVE BEEN KNOWN DURING THE DESIGN OF THE IRRIGATION SYSTEM. IN THE EVENT THAT NOTIFICATION OF THE CONFLICT IS NOT APPROVED BY THE OWNER'S REPRESENTATIVE, THE CONTRACTOR WILL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS, IRRIGATION SYSTEM SPECIFICATIONS AND ALL CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPLY WITH ALL PREVAILING LOCAL CODES, ORDINANCES, AND REGULATIONS.
3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, INCLUDING UTILITY LOCATIONS, BEFORE INSTALLATION OF THE IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THE PLANS - CONTRACTOR TO VERIFY. COORDINATE ALL IRRIGATION SYSTEM CONSTRUCTION WITH EXISTING AND NEW PLANTINGS TO AVOID CONFLICT OR INTERFERENCE WITH LOCATION OF PIPING, SLEEVING, CABLES, AND SERVICE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION WITH ALL OTHER CONSTRUCTION ON SITE, ESPECIALLY LANDSCAPE INSTALLATION. IRRIGATION SYSTEM SHALL BE RELOCATED AT NO ADDITIONAL COST FOR ANY CONFLICT WITH LANDSCAPE INSTALLATION OR ANY OTHER SITE CONSTRUCTION OR EXISTING CONDITIONS. ALL COMPONENTS THAT ARE NOT CONTAINED WITHIN THE SPECIFIC AREAS SHOWN OR CALLED OUT ON THE DRAWINGS WILL NOT BE ACCEPTED. ALL PIPING AND OTHER COMPONENTS ARE TO REMAIN WITHIN THE PROPERTY OF THE OWNER.
4. WHERE EXISTING OR NEW TREES, LIGHT STANDARDS, SIGNS, ELECTRONIC CONTROLLERS AND/OR OTHER OBJECTS ARE AN OBSTRUCTION TO AN IRRIGATION SPRINKLER'S PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN PROPER COVERAGE OF AN IRRIGATION SPRINKLER'S PATTERN. THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN THE PROPER COVERAGE WITHOUT DAMAGING THE OBSTRUCTION. OWNER'S REPRESENTATIVE SHALL DETERMINE WHETHER AN OBSTRUCTION OCCURS OR NOT.
5. COMPONENT SPACINGS ARE MAXIMUM. DO NOT EXCEED SPACINGS SHOWN OR NOTED ON THE PLANS. COMPONENT SPACINGS MAY BE ADJUSTED TO ACCOMMODATE CHANGES IN TERRAIN AND PLANTING LAYOUT AS LONG AS THE MODIFIED SPACINGS DO NOT EXCEED THE SPACINGS SHOWN IN THE PLANS. UNLESS SHOWN OTHERWISE, CONTRACTOR SHALL PROVIDE 100% COVERAGE.
6. ALL MATERIALS AND EQUIPMENT SHOWN SHALL BE NEW AND INSTALLED AS DETAILED ON THE PLANS. IF THE DRAWINGS DO NOT THOROUGHLY DESCRIBE THE TECHNIQUES TO BE USED, THE INSTALLER SHALL FOLLOW THE INSTALLATION METHODS AND INSTRUCTIONS RECOMMENDED BY THEIR MANUFACTURER.
7. THE LOCATION OF THE IRRIGATION MAINLINE SHALL BE IDENTIFIED IN THE FIELD AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION.
8. IRRIGATION CONTRACTOR SHALL ADJUST ALL SPRINKLERS, CONTROLLER AND OTHER DEVICES TO OBTAIN SPECIFIED OPERATING PARAMETERS, INCLUDING COVERAGE, OPERATING PRESSURE, FLOW RATES AND OPERATION TIME, AS INDICATED ON THE DRAWINGS AND IN THE IRRIGATION SYSTEM SPECIFICATIONS.
9. CONTRACTOR TO PROVIDE INSTALLATION SHOP DRAWINGS AND MANUFACTURER PRODUCT INFORMATION FOR ALL IRRIGATION COMPONENTS. ALL INSTALLATIONS SHALL BE AS RECOMMENDED BY MANUFACTURERS. THE QUANTITIES SHOWN IN THE LEGENDS AND SYMBOL SHEETS SHALL NOT BE USED FOR BIDDING PURPOSES. THE CONTRACTOR WILL BE RESPONSIBLE FOR CONDUCTING A COMPREHENSIVE MATERIALS TAKEOFF TO DETERMINE THE ACTUAL QUANTITIES OF MATERIAL NECESSARY TO EXECUTE THE WORK DESCRIBED IN THE DOCUMENTS.
10. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN, DEBRIS-FREE MATERIALS. CLEAN SAND SHALL BE USED FOR BEDDING MATERIAL IF PARENT SOIL CANNOT BE ADEQUATELY RID OF ROCK AND OTHER EXTRANEOUS DEBRIS. PULLING PIPE SHALL BE PROHIBITED.
11. ALL SOLVENT WELDING SHALL BE PRECEDED BY PRIMING OF THE FITTINGS AND PIPE AS RECOMMENDED BY THE MANUFACTURER.
12. IRRIGATION CONTROL WIRE TO BE 14 GAUGE SINGLE STRAND UL LISTED DIRECT BURIAL CABLE. ALL WIRE SPLICES SHALL BE MADE WITH 3M-DBY WIRE CONNECTORS.
13. LOCATE ALL VALVES IN PLANTING BEDS OR MULCHED AREAS WITH A MINIMUM OFFSET OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT.
14. ALL IRRIGATION LINES UNDER PAVEMENT SHALL BE INSTALLED WITHIN SCH 40 PVC SLEEVES AS NOTED. IRRIGATION COMMUNICATION CABLE SHALL HAVE IT'S OWN SEPARATE SLEEVE.
15. ALL UNSIZED PIPE SHALL BE 3/4".
16. IRRIGATION LATERAL LINES TO BE BURIED AT A DEPTH OF 12" UNLESS NOTED OTHERWISE.
17. IRRIGATION MAINLINES TO BE BURIED AT A DEPTH OF 18" UNLESS NOTED OTHERWISE.
18. ALL COMPONENTS INSTALLED BY THE IRRIGATION CONTRACTOR, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE EXACT LOCATION AND DEPTH BELOW FINISH GRADE OF ALL COMPONENTS SHALL BE NOTED ON THE "AS-BUILT" DRAWINGS.



NOTE
54 STATION MODEL CONTROLLER. MOUNT CONTROLLER WITH LCD SCREEN AT EYE LEVEL. CONTROLLER SHALL BE HARD WIRED BY A LICENSED ELECTRICIAN.

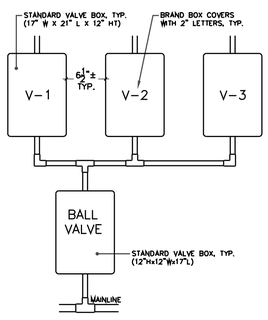
CONTROLLER DETAIL

SCALE: NTS

NOTES:

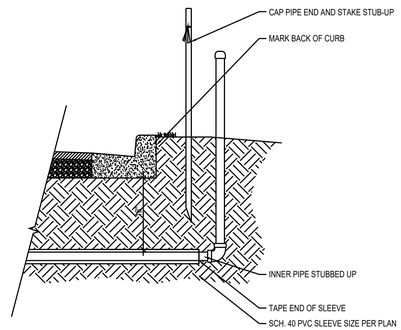
VALVE GROUPINGS SHALL NOT HAVE MORE THAN 3 VALVE BOXES AND 1 GATE VALVE BOX.

PLASTIC TAGS SHALL BE AFFIXED TO EACH VALVE WITH THE ZONE NUMBER AND ZONE TYPE (TURF, SHRUB, ETC.) PREPRINTED OR LABELED WITH INDELIBLE INK.



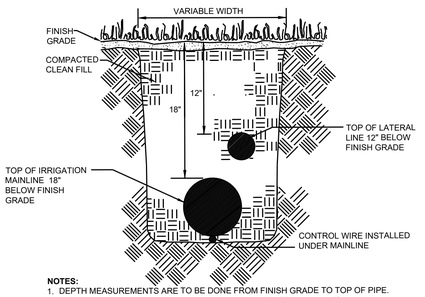
VALVE BOX DETAIL

SCALE: NTS



SLEEVING ROUGH-IN DETAIL

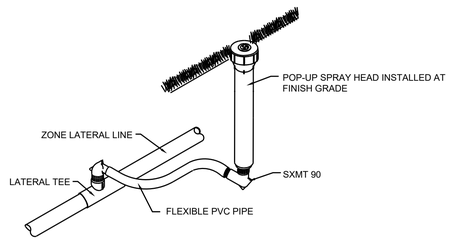
SCALE: NTS



NOTES:
1. DEPTH MEASUREMENTS ARE TO BE DONE FROM FINISH GRADE TO TOP OF PIPE.
2. PROVIDE A 6" MINIMUM VERTICAL SEPARATION BETWEEN MAINLINES AND LATERAL LINES.
3. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN SOIL FREE OF DEBRIS & NOXIOUS WEEDS. TRENCHES SHALL BE COMPACTED TO A 90% STANDARD PROCTOR DENSITY, ASTMD698-78.

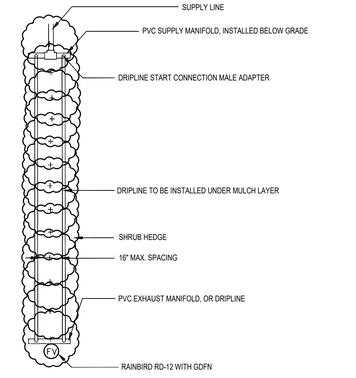
TRENCHING DETAIL

SCALE: NTS



SPRAY HEAD INSTALLATION DETAIL

SCALE: NTS



DRIPLINE LAYOUT

SCALE: NTS

Susan Hall, ASLA
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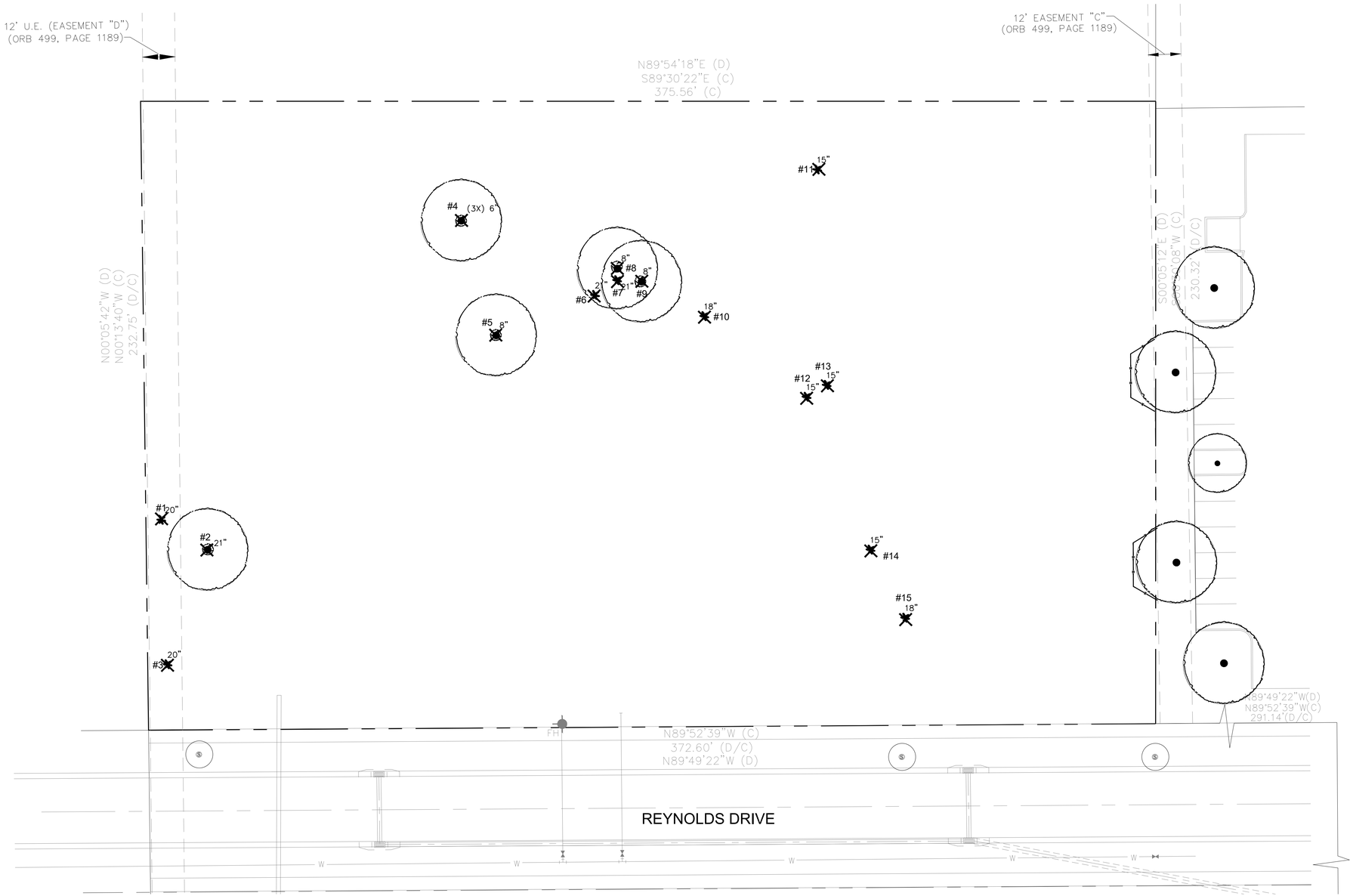
HILTON HOME 2 SUITES
REYNOLDS DRIVE
FORT PIERCE, FL

SHEET TITLE
IRRIGATION SPECIFICATIONS

DATE 07.26.19
DESIGN S.H.
DRAWN M.M.
SCALE 1" = 20' - 0"
REVISIONS

SEAL
BRISTEGEN HALL LANDSCAPE ARCHITECTS, INC. #853 STATE OF FLORIDA
07.26.19

IR-2 SHEET | 2 OF



EXISTING TREE LEGEND

	EXISTING HARDWOOD TREE ON ADJACENT PROPERTY; PROTECT CRITICAL ROOT ZONE FROM COMPACTION DURING CONSTRUCTION.
	EXISTING HARDWOOD TREE TO BE REMOVED
	EXISTING PALM TO BE REMOVED
	EXISTING PALM TO REMAIN
	TREE PROTECTION FENCING; REFER TO TREE PROTECTION DETAIL SHEET L-3

EXISTING VEGETATION

TREE #	TYPE	DBH IN INCHES	STATUS	REMARKS	MITIGATION
1	Cabbage Palm *(Sabal Palmetto)*	20"	**Remove**	less than 10' clear trunk height	
2	Laurel Oak *(Quercus laurifolia)*	21"	**Remove**	Mitigate	21"
3	Cabbage Palm *(Sabal Palmetto)*	20"	**Remove**	less than 10' clear trunk height	
4	Laurel Oak *(Quercus laurifolia)*	6,6,6"	**Remove**	Mitigate	18"
5	Earleaf Acacia *(Acacia auriculiformis)*	8"	**Remove**	Invasive non-native	
6	Cabbage Palm *(Sabal Palmetto)*	21"	**Remove**	less than 10' clear trunk height	
7	Cabbage Palm *(Sabal Palmetto)*	21"	**Remove**	Mitigate	1
8	Laurel Oak (Quercus laurifolia)	8"	**Remove**	less than 14" DBH	
9	Earleaf Acacia (Acacia auriculiformis)	8"	**Remove**	Invasive non-native	
10	Cabbage Palm *(Sabal Palmetto)*	18"	**Remove**	Mitigate	1
11	Cabbage Palm *(Sabal Palmetto)*	15"	**Remove**	Mitigate	1
12	Cabbage Palm *(Sabal Palmetto)*	15"	**Remove**	Mitigate	1
13	Cabbage Palm *(Sabal Palmetto)*	15"	**Remove**	Mitigate	1
14	Cabbage Palm *(Sabal Palmetto)*	15"	**Remove**	Mitigate	1
15	Cabbage Palm *(Sabal Palmetto)*	18"	**Remove**	Mitigate	1
				Total Mitigation Inches Required:	39"
				Total Mitigation Palms Required:	7 palms

0' 10' 20' 40' 60'
SCALE: 1" = 20 '-0"

N

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www.hall-la.com

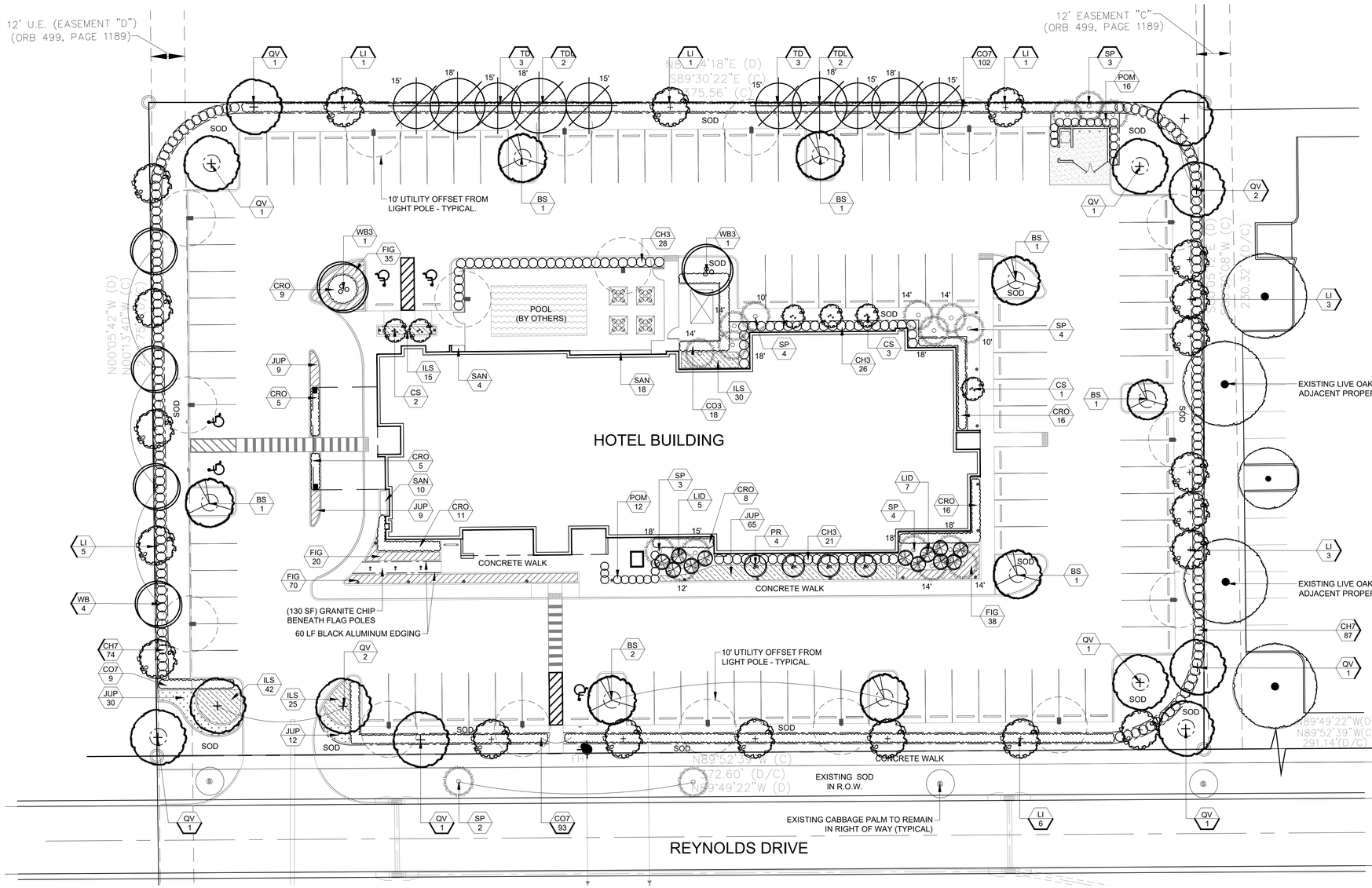
HILTON HOME 2 SUITES
REYNOLDS DRIVE
FORT PIERCE, FL

SHEET TITLE
EXISTING VEGETATION PLAN

DATE 07.26.19
DESIGN S.H.
DRAWN M.M.
SCALE 1" = 20' - 0"
REVISIONS

SEAL
SUSAN TERESA HALL LICENSED LANDSCAPE ARCHITECT #853 STATE OF FLORIDA
07.26.19

SHEET L-1 OF 3



HILTON HOME 2 SUITES - LANDSCAPE CALCULATIONS
FORT PIERCE, FLORIDA

ZONED: C-3 GENERAL COMMERCIAL
TOTAL SITE: 86,613 SF

LANDSCAPE STRIP REQUIREMENTS

(SOUTH) BETWEEN VUA & STREET RIGHT-OF-WAY
REQUIRED:
SF AREA: 10' WIDE, 268' LENGTH, 2,680 SF
TREES: 2,680 SF / 300 SF = 9 TREES REQUIRED
SHRUBS: CONTINUOUS 24" HT. HEDGE SCREEN
PROVIDED:
SF AREA: 10' WIDE, 316' LENGTH, 3,160 SF
TREES: 9 TREES PROVIDED
SHRUBS:

(NORTH) BETWEEN VUA & ADJACENT PROPERTY
REQUIRED:
SF AREA: 10' WIDE, 289' LENGTH, 2,890 SF
TREES: 2,890 SF / 200 SF = 15 TREES REQUIRED
PROVIDED:
SF AREA: 10' WIDE, 360; LENGTH, 3,600 SF
TREES: 15 TREES PROVIDED

(EAST) BETWEEN VUA & ADJACENT PROPERTY
REQUIRED:
SF AREA: 10' WIDE, 164' LENGTH, 1,640 SF
TREES: 1,640 SF / 200 SF = 9 TREES REQUIRED
PROVIDED:
SF AREA: 10' WIDE, 230; LENGTH, 2,300 SF
TREES: 9 TREES PROVIDED

(WEST) BETWEEN VUA & ADJACENT PROPERTY
REQUIRED:
SF AREA: 10' WIDE, 174' LENGTH, 1,740 SF
TREES: 1,740 SF / 200 SF = 9 TREES REQUIRED
PROVIDED:
SF AREA: 10' WIDE, 232; LENGTH, 2,320 SF
TREES: 9 TREES PROVIDED

PARKING AREA INTERIOR LANDSCAPE REQUIREMENTS
VEHICULAR USE AREA: 29,246 SF
REQUIRED:
SF AREA: 29,246 SF / 15 SF = 1,950 SF
TREES: 1 TREE PER INTERIOR 100 SF MIN. ISLAND REQUIRED
PROVIDED:
SF AREA: MORE THAN 1,950 SF
TREES: 1 TREE PER INTERIOR ISLAND PROVIDED

MITIGATION REQUIREMENTS

PALMS:
(7) CABBAGE PALMS FOR MITIGATION REQUIRED. REPLACE ONE TO ONE.
(7+) REPLACEMENT CABBAGE PALMS PROVIDED.

NATIVE HARDWOOD TREES LARGER THAN 14" DBH:
2 NATIVE HARDWOOD TREE TOTALING (39") DBH INCHES IS TO BE REMOVED. SEE EXISTING VEGETATION TABLE SHEET L-1.

(39") REPLACEMENT INCHES ARE PROVIDED.*

*NOTE: TO MEET THIS HARDWOOD MITIGATION REQUIREMENT, (12) LIVE OAKS AND (10) BALD CYPRESS ARE PROPOSED. THESE PROPOSED TREES SHALL BE INSTALLED AT A LARGER DBH INCH THAN THE 2.5" DBH THAT IS REQUIRED BY THE LANDSCAPE DEVELOPEMENT CODE. ADDITIONAL CALIPER INCHES SHALL COUNT TOWARDS THE MITIGATION REQUIREMENTS.

PLANT MATERIAL

TREES & PALMS

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	SPECIFICATIONS	SPACING	NATIVE	WATER WISE	ADDITIONAL DBH MITIGATION PER TREE	TOTAL MITIGATION
8	BS	*Bursera simaruba*	Gumbo Limbo	Container	12' ht. x 5' spd., 2.5" DBH minimum	As shown	✓	✓		
6	CS	*Cordia sebestena*	Orange Geiger Tree	Container	8' ht. x 3.5' spd.	As shown	✓	✓		
20	LI	*Lagerstroemia indica 'Natchez'*	Crape Myrtle 'Natchez'	Container	12' ht. x 5' spd., 2.5" DBH multi-trunk	As shown		✓		
4	PR	*Phoenix roebelenii*	Pygmy Date Palm	Triple	6',7',8' ht. staggered heads	As shown		✓		
12	QV	*Quercus virginiana*	Live Oak	FG or Container	18' ht. x 9' spd., 4.5" DBH minimum	As shown	✓	✓	2	24
11	SP	*Sabal palmetto*	Cabbage Palm	FG	see plan for varied clear trunk heights	As shown	✓	✓		
9	SP	*Sabal palmetto*	Cabbage Palm	FG	see plan for varied clear trunk height	As shown	✓	✓		
6	TD	*Taxodium distichum*	Bald Cypress	FG	15' ht. x 5' spd., 3.75" DBH minimum	As shown	✓	✓	1.25	7.5
4	TDL	*Taxodium distichum*	Bald Cypress	FG	18' ht. x 5' spd., 4.5" DBH Minimum	As shown	✓	✓	2	8
4	WB	*Wodyetia bifurcata*	Foxtail Palm	FG	16' overall height; matched.	As shown		✓		
2	WB3	*Wodyetia bifurcata*	Foxtail Palm	FG/ Triple	16' overall height; submit photo to landscape architect for approval	As shown		✓		

PALM MITIGATION: 7+
HARDWOOD MITIGATION: 39.5

SHRUBS & GROUNDCOVERS

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	SPECIFICATIONS	SPACING	NATIVE	WATER WISE
75	CH3	*Chrysobalanus icaco 'Red Tip'*	Red Tip Cocoplum	3G	18" ht. x 18" spd.	36" oc	✓	✓
161	CH7	*Chrysobalanus icaco 'Red Tip'*	Red Tip Cocoplum	7G	24" ht. x 20" spd.	36" oc	✓	✓
18	CO3	*Conocarpus erectus 'Sericeus'*	Silver Buttonwood	3G	18" ht. x 18" spd.	36" oc	✓	✓
204	CO7	*Conocarpus erectus 'Sericeus'*	Silver Buttonwood	7G	24" ht. x 20" spd.	36" oc	✓	✓
70	CRO	*Codiaeum variegatum 'Mammey'*	Croton 'Mammey'	3G	18" ht. x 18" spd.	36" oc		✓
163	FIG	*Ficus microcarpa 'Green Island'*	Ficus 'Green Island'	3G	10"-12" ht. x 10" spd.	24" oc		✓
112	ILS	*Ilex vomitoria 'Stokes Dwarf'*	Ilex 'Stokes Dwarf'	3G	10"-12" ht. x 10" spd.	24" oc	✓	✓
125	JUP	*Juniperus chinensis 'Parsonii'*	Parson's Juniper	3G	18" spd.	30" oc		✓
12	LID	*Livistona chinensis*	Chinese Fan Palm	15G	4' ht x 4' spd.	as shown		✓
28	POM	*Podocarpus macrophyllus 'Maki'*	Podocarpus 'Maki'	15G	4.5' ht. x 2' spd.	30" oc		✓
32	SAN	*Sansevieria S. trifasciata*	Sansevieria 'Laurentii'	1G	14" ht., full	18" oc		✓

MISCELLANEOUS LANDSCAPE ITEMS

1	ALLOW	Site Preparation- The General Contractor shall provide the rough grade, the Landscape Contractor shall provide the fine grading as specified in the plans.
10800	SF	**Sod: St. Augustine 'Floratam'; Landscape Contractor to field-verify amount needed**
	SF	Repair Sod in R-O-W: St. Augutine 'Floratam'; Landscape Contractor to field-verify amount needed
54	CY	**Planting Mix- 33% Clean Sharp Sand, 33% Florida Peat, 33% Well-rotted Wood Chips/Compost**
60	LF	Black Aluminum Edging
87	CY	**Mulch: 'Coco Brown' Mulch from Florida Mulch, 3" Depth**
130	SF	#89 (3/8") Granite Chip, 3" depth, install over 2 layers of filter fabric
1	ALLOW	**Irrigation - 100% coverage to sod and landscape areas shall be provided with an automatic system with timer and rain sensor.**

All material calculations are based on measurements from AutoCAD drawings and do not include shrinkage, cuts & waste, etc. Contractor is responsible for measuring & verifying quantities/calculations for the project.

IMPORTANT NOTE:

-PLANT MATERIAL LISTED IN **BLACK BOLD** TEXT DENOTES CODE MINIMUM REQUIRED LANDSCAPE MATERIAL.

-PLANT MATERIAL LISTED IN THIN GREY TEXT DENOTES LANDSCAPE MATERIAL THAT IS IN EXCESS OF CODE REQUIREMENTS AND IS NOT REQUIRED.

NOTICE TO LANDSCAPE CONTRACTOR:

THE PROPOSED TREES IN THE PLANT SCHEDULE ARE SPECIFIED IN DBH (DIAMETER AT BREAST HEIGHT) AND IS MEASURED 4.5' ABOVE GROUND LEVEL. THIS IS PER THE CITY OF FORT PIERCE LAND DEVELOPMENT CODE.

ADDITIONAL REQUIREMENTS:

1. THIS SITE SHALL BE IRRIGATED PROVIDING 100% COVERAGE, WITH AUTOMATIC CONTROLLER AND RAIN SENSOR.
2. ALL PLANTINGS SHALL BE FLORIDA #1 GRADE OR BETTER, AS DEFINED BY THE GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION.
3. THREE CLUSTERED PALMS WITH A MINIMUM 10' CLEAR TRUNK HEIGHT MAY BE COUNTED AS ONE TREE. PALMS MAY BE SUBSTITUTED FOR UP TO 50% OF THE REQUIRED TREES..
4. MINIMUM SIZES OF NEWLY PLANTED TREES:
   TREE: 12' HT X 5' SPD., 2.5" DBH
   PALM: 10' CLEAR TRUNK HEIGHT
   REQUIRED SHRUBS: 24" HT. INSTALLED

0' 10' 20' 40' 60'
SCALE: 1" = 20 '-0"

N

Susan Hall, ASLA
LANDSCAPE ARCHITECTURE
LC26000357
4425 CROOKED MILE RD.
MERRITT ISLAND, FL 32952
PHONE: (321) 449-0790
FAX: (321) 449-1225
www.hall-la.com

HILTON HOME 2 SUITES
REYNOLDS DRIVE
FORT PIERCE, FL

SHEET TITLE
SITE LANDSCAPE PLAN

DATE 07.26.19
DESIGN S.H.
DRAWN M.M.
SCALE 1" = 20' - 0"
REVISIONS

SEAL
REGISTERED LANDSCAPE ARCHITECT SUSAN ELLEN HALL #853 STATE OF FLORIDA
07.26.19

SHEET L-2 OF 3

LANDSCAPE SPECIFICATIONS:

1.00 GENERAL

1.01 The Contractor is reminded that the General Conditions and / or Special Conditions of this contract govern the work of this section of the Specifications whether attached hereto or not. Subcontractors undertaking to perform work under this Section shall be made fully aware of these documents and of their responsibilities and obligations thereunder. In the event of any discrepancies between the drawings and specifications and the following 'Scope of Work', the latter shall prevail.

2.00 SCOPE OF WORK

2.01 The work of this Section shall include all labor, materials, equipment, appliances, and accessories necessary for the complete performance of all excavation, grading, planting and backfill work in accordance with these Specifications and the Contract Drawing. Without restricting the generality of the foregoing, the items listed below and similar items shown on the Contract Drawings shall constitute the work of this Section:

A. Finish grading and final site preparation of all areas to be landscaped.
B. Furnishing and incorporating fertilizer and other soil amendments.
C. Furnishing plant materials and grass materials and installing same.
D. Furnishing and placing 'Planting Mixture' and other miscellaneous items to complete the work.
E. Replacement of unsatisfactory plant material.
F. Clean-up.

3.00 SITE PREPARATION

3.01 The Contractor shall provide finish grading and final preparation of all areas to be landscaped to within 2" of finish grade. This will require raking and pulverizing of all areas in order to crumble dirt, clogs and / or debris. The Landscape Contractor shall be responsible for finish grading, which is the top 2" of the site.

4.00 MATERIALS

4.01 Plant materials shall be furnished by the Landscape Contractor and as indicated on the plans. All plant materials shall meet or exceed the following standards.

A. Plant species and sizes shall conform with plant list. Nomenclature shall conform to Standardized plant names, in accordance with the latest edition of the Florida Department of Agriculture's Grades and Standards for Nursery Plants.
B. All plants shall be nursery grown or as stipulated herein and shall comply with all required inspections, grading standards and plant regulations as set forth in the Florida Department of Agriculture 'Grades and Standards for Nursery Plants' , including revisions. Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.
C. The minimum grade for all trees, palms, shrubs, and groundcovers shall be Florida No. 1 and shall meet or exceed the size and quality standards of the American Association of Nursery Stock, sponsored by the American Association of Nurserymen, latest addition, unless otherwise indicated and all plants shall be sound, healthy and vigorous, well-branched and densely foliated when in leaf. They shall have healthy, well developed root systems and shall be free of disease and insect pests, eggs or larvae. Florida Fancy material shall be provided where plant list specifies 'specimen'.
D. The determining measurements for trees shall be the height and spread, and shall be measured from the top of the plant to the root crown, not to include the immediate terminal growth. Their width shall be measured across the normal spread of the branches. Both measurements shall be made with the plants in their normal position.
E. Plants larger in size than those specified may be used with approval of the Landscape Architect at no additional cost to the Owner. If the use of the larger plants is approved, the ball of earth or spread of roots shall be increased proportionately.
F. Container grown plants the same quality as balled and burlapped plants may be substituted in lieu thereof. Plants grown in containers shall be delivered and remain in the containers in a shady location until planted. Plants in containers shall be watered prior to transportation and shall be kept moist until planted. The container must be removed prior to planting, with care as not to injure the roots.
G. Grass materials shall consist of the following:
1. Sod: Solid sod shall be as indicated on the drawings. Sod must be strongly rooted and free of pernicious weeds. Mow to a height not to exceed 1 1/2" before lifting. Lifts shall have a uniform thickness of 1 inch to 1 1/2 inches. Sod containing nutgrass, lippia water sedge, dollar weed, or other common turfweed species (if applicable), will not be accepted.
2. Sodding installation:
a) Sodding shall be done as soon as practical following finish grading. The day before sod installation, the contractor shall rake 50# Milorganite per 1000 sf of area to receive sod. Ground shall be leveled with the back of a rake and sod laid with joints closely butted so that no voids are visible, keeping surface of sod flush with the adjoining seeded areas and or pavements. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Hand tamp to ensure contact with subgrade, and water thoroughly with a fine spray immediately after laying.
b) After sod is in place, it shall be top dressed with sufficient sharp, clean 60% sand/40% muck soil mix to fill all voids remaining and thoroughly watered to wash the top dressing into the sodded surface.
c) All sod areas shall then be rolled using a vibrating #1500 sod roller if deemed necessary by the Landscape Architect, following installation.
d) It is the Landscape Contractor's responsibility to keep new sod properly watered until completion of the contract. All watering shall meet specifications according to 'Grades and Standards' Section 983.

H. Substitutions in plant species or size will be made only with prior written permission of the Landscape Architect.
I. If, in the opinion of the Landscape Architect, materials and/or work do not conform with the plans and specifications, it may be rejected and upon rejection, must be removed immediately from the site by the Contractor and replaced.
J. The Contractor shall be responsible for the certification and inspection of plant material that may be required by local, state, or federal authorities and shall bear the cost of the same, if any.

4.02 Materials used to install the job shall meet or exceed the following standards:

A. Planting mix to be used for planting shall be: 1/3 coarse sand, 1/3 Florida peat,1/3 well rotted pine chips or compost. 70% sand / 30% muck shall be used in planters or areas with poor drainage.
B. Fertilizers: Fertilizer shall be delivered mixed as specified in standard bags, sealed, and showing weight by analysis and name of manufacturer. Fertilizer shall be stored in weatherproof storage and in such a manner that its effectiveness will not be impaired.
C. Mulch: Mulch shall be 'Coco Brown' mulch from Florida Mulch or approved equal.
D. Water: All water required for the execution of the work shall be supplied at the site by the Owner.

5.00 INSTALLATION

5.01 The Planting operations used to install the job shall meet or exceed the following standards:

A. Excavation of Plant Pits: Plant pit excavations shall be roughly cylindrical in shape, with their side approximately vertical. Pit shall be excavated so that bottom of pit is same depth as root ball. Plants shall be centered in the hole, with the trunk location as shown in the plans. Holes for balled and burlapped plants shall be large enough to allow 12" minimum (depending on root ball size) of back fill around the sides of the root ball, and 12" of back fill beneath the root ball. In all cases the diameter of the plant hole shall be twice the diameter of the root ball. Where excess material has been excavated from the plant hole, the excavated material may be used to backfill to the proper level. Mix existing excavated material in 50% / 50% ratio with new planting soil mix. The Contractor, in excavation for plantings shall take care not to damage underground utilities or other sub-surface obstructions, and shall be held liable for their repair, if damaged.
B. Setting Plants: All trees shall be set so, that when settled, the top of the root ball will be flush with the surrounding area of the finish grade or slightly above finish grade. Each plant shall be planted in planting soil mix in the center of the pit. Shrubs shall be set flush with the surrounding finish grade of the planting area. The back fill shall be made with prepared planting in mixture as specified herein and shall be firmly rodded and watered, so that no air-pockets remain. The quantity of water applied immediately upon planting shall be sufficient to thoroughly moisten all of the backfilled earth. Plants shall be kept in a moistened condition the duration of the planting.
C. Staking and Guying: All trees shall be staked or guyed as shown in the details and according to the following specifications.
1. Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Use strapping material 'Arbor Tie' by Deep Root (800) 458-7668 dark green color, or approved equal. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12" [300 mm] length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.
2. Stake trees larger than 1" [25 mm] diameter and smaller than 2" [50 mm] diameter with a 2" by 2" [50 by 50 mm] stake, set at least 2' [0/6 m] in ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.
3. TREES OF 2 TO 3 ½" [50 MM TO 90 MM] CALIPER: Stake all trees, other than palm trees, larger than 2" [50 mm] caliper and smaller than 3 ½" [90 mm] caliper with two 2" by 4" [50 by 100 mm] stakes, 8' [2.4 m] long, set 2' [0.6 m] in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.
4. LARGE TREES: Guy all trees, other than palm trees, larger than 3 ½" [90 mm] caliper, from at least three points, with flexible strapping materials as noted above. Anchor flexible strapping to 2" by 4" by 24" [50 by 100 by 600 mm] stakes, driven into the ground such that the top of the stake is at least 3" [75 mm] below the finished ground.
5. SPECIAL REQUIREMENTS FOR PALM TREES: Brace palms which are to be staked with three 2" by 4" [50 by 100 mm] wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of bubble wrap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2" by 4" by 12" [50 by 100 by 300 mm] stake pads. Paint wood flat dark green exterior paint, two coats.
6. TREE PROTECTION AND ROOT BARRIERS: Install tree barriers when called for in the Contract Documents or by the Landscape Architect to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition. When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

D. Pruning: All broken or damaged roots or branches shall be cut smoothly and the tops of all trees shall be pruned in a manner complying with standard horticultural practice. At the time pruning is completed, all remaining wood shall be alive.
E. Mulching: Within one week after planting, mulch material shall be uniformly applied to a minimum loose thickness of 3 inches, over the entire area of the backfilled hole or bed. The mulch shall be maintained continuously in place until the time of final inspection, and must be a minimum of 3 inches thick to be accepted. Mulch shall not be placed against stems or trunks.
F. Fertilizing: Feeding of all trees and specimen shrubs shall be done with a slow release granular 12-6-8 with complete minors turf and ornamental fertilizer, as per manufacturer's instructions. Contractor shall submit and label to the Landscape Architect for approval prior to application.

6.00 MAINTENANCE

6.01 Maintenance and hand watering of all trees, shrubs and groundcover by the Landscape Contractor shall terminate upon final acceptance of such work, but shall not discharge the Landscape Contractor from his responsibility to honor the guarantee period. Maintenance prior to final acceptance shall include the removal of all dead or dying twigs and branches, the weeding, watering and normal pruning of plant material.

7.00 GUARANTEE

7.01 The Landscape Contractor shall guarantee and maintain all new field grown trees and all field grown palms for a period of one year. All containerized trees, shrubs, and groundcovers for a period of 180 days, and all sod for a period of 90 days. The Landscape Contractor shall replace at the direction of the Landscape Architect all trees, shrubs, or groundcovers deemed by the Landscape Architect to be unacceptable, due to death or damage; acts of God, Owner negligence and vandalism excepted. The guarantee period shall begin upon substantial completion of the job, as determined by the landscape architect.

7.02 New material used to replace material unacceptable to the Landscape Architect, shall be guaranteed for similar period from date of installation.

8.00 FINAL INSPECTION AND ACCEPTANCE

8.01 The Landscape Contractor shall advise the Landscape Architect in writing at the end of the guarantee period that the project is ready for final inspection. Only upon notification to the Landscape Architect by the Landscape Contractor in writing and subsequent inspection attended by the Landscape Contractor shall the requirements of the guarantee be met.

9.00 CLEAN-UP

9.01 Upon completion of all work under this section, the Landscape Contractor shall clear the site of all debris, superfluous material and all equipment to the satisfaction of the Landscape Architect

9.02 End

ABBREVIATIONS

CAL - CALIPER
BR - BARE ROOT
CONC. - CONCRETE
C.T. - CLEAR TRUNK
CY - CUBIC YARD
EA. - EACH
EX. - EXISTING
FFE - FINISHED FLOOR ELEVATION
FG - FIELD GROWN
FM - FORCE MAIN
FTB - FULL TO BASE
G - GALLON
GAL - GALLON
GW - GREY WOOD
HT - HEIGHT
LF - LINEAR FOOT
MT - MULTI TRUNK
OC - ON CENTER
OA - OVERALL HEIGHT
PLTG. - PLANTING
SF - SQUARE FEET
SPD - SPREAD
TOB - TOP OF BANK
TYP. - TYPICAL

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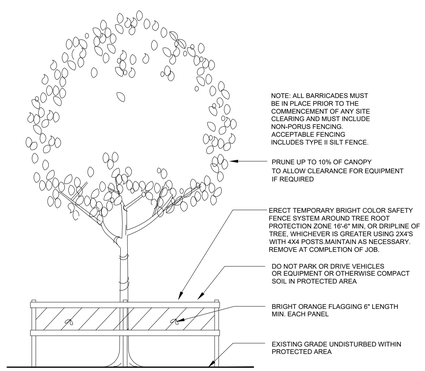
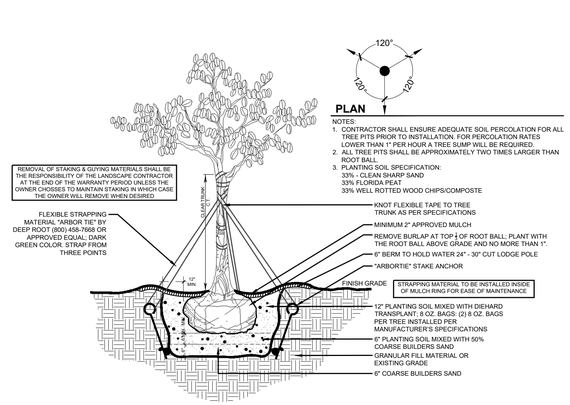
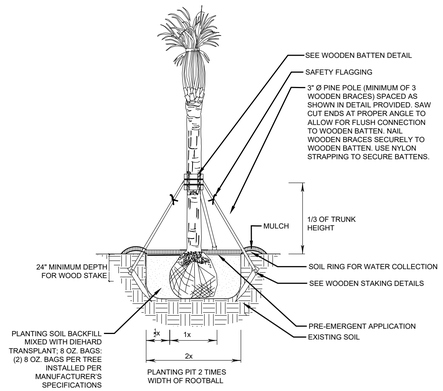


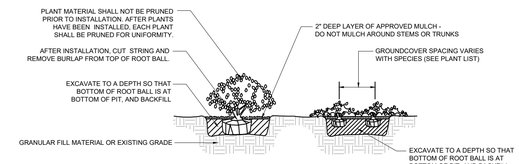
TREE PROTECTION DETAIL
SCALE: NOT TO SCALE



TREE PLANTING & GUYING DETAIL
SCALE: NTS



PALM PLANTING DETAIL
N.T.S.



SHRUB & GROUNDCOVER PLANTING DETAIL
N.T.S.

SHEET TITLE
LANDSCAPE SPECIFICATIONS

DATE 07.26.19

DESIGN S.H.

DRAWN M.M.

SCALE AS SHOWN

REVISIONS

SEAL
SUSAN HALL LANDSCAPE ARCHITECT LLC
#853
STATE OF FLORIDA
07.26.19

L-3 SHEET | 3 OF

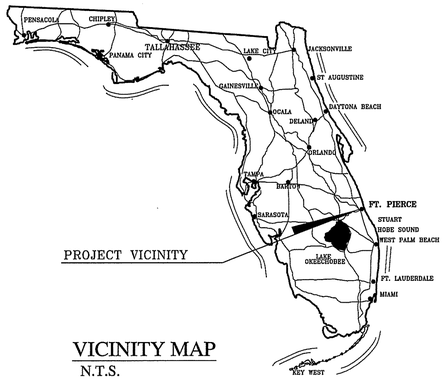
CONSTRUCTION PLANS

PREPARED FOR

FORT PIERCE HOTEL, LLC

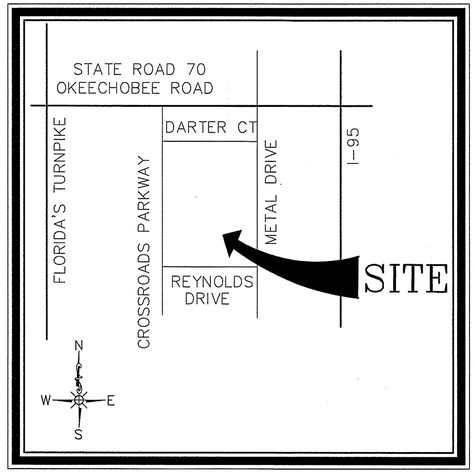
PROPOSED HOME 2 SUITES HOTEL

ST. LUCIE COUNTY, FLORIDA
SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST



VICINITY MAP
N.T.S.

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SITE PLAN
3	PAVING, GRADING & DRAINAGE PLAN
4	UTILITY PLAN
5	PAVING, GRADING & DRAINAGE DETAILS
6	WATER & SEWER DETAILS
7	EROSION CONTROL SHEET
8	GENERAL NOTES



LOCATION MAP
N.T.S.

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 24; THENCE RUN NORTH 00°05'12" WEST ALONG SAID EAST LINE OF THE SOUTHWEST ¼ OF SECTION 24 FOR A DISTANCE OF 441.21 FEET TO THE NORTH RIGHT-OF-WAY LINE OF REYNOLDS DRIVE; THENCE NORTH 89°49'22" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF REYNOLDS DRIVE, A DISTANCE OF 291.14 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUE NORTH 89°49'22" WEST, A DISTANCE OF 372.60 FEET; THENCE NORTH 00°05'42" WEST, A DISTANCE OF 232.75 FEET; THENCE NORTH 89°54'18" EAST, A DISTANCE OF 375.56 FEET; THENCE SOUTH 00°05'12" EAST, A DISTANCE OF 230.32 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINS 1.99 ACRES, MORE OR LESS.

CONSTRUCTION NOTES:

ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF FORT PIERCE CODE OF ORDINANCES, SECTIONS 17 AND 22.

PREPARED BY
ATLANTIC CIVIL ENGINEERING, INC.
CONSULTING ENGINEERS
2552 PETERS ROAD * SUITE D * FORT PIERCE, FLORIDA 34945 * (772) 398-1520 PHONE * (772) 398-1521 FAX
State of Florida Board of Professional Engineers Authorization No. 32020

REVISION 1 ADD CONSTRUCTION NOTES 8/2/19

RICHARD M. LADYKO FL P.E. No. 34288 DATE

JOB No. 2019-0117
SHEET 1 OF 8

N

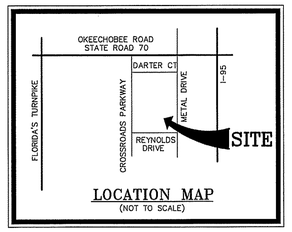
W E

S

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.



LOCATION MAP
(NOT TO SCALE)

PROPOSED SITE DATA

COMPONENT	ACRES	SQ FT.	% OF SITE
PROPOSED BUILDING	0.33	14,238	16.4
PROPOSED DUMPSTER, PAVING & WALKS	1.18	51,532	59.5
TOTAL IMPERVIOUS	1.51	65,770	75.9
OPEN SPACE	0.48	20,840	24.1
TOTAL SITE AREA	1.99	86,610	100.0

GENERAL NOTES

1. PROJECT NAME: HOME 2 SUITES
2. LOCATION: SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST FORT PIERCE, FLORIDA
3. OWNER: PREMIER HOSPITALITY, INC. 1500 S.E. 5TH AVENUE DANIA BEACH, FLORIDA 33304
4. APPLICANT: FORT PIERCE HOTEL, LLC 1500 S.E. 5TH AVENUE DANIA BEACH, FLORIDA 33304
5. ENGINEER: ATLANTIC CIVIL ENGINEERING, INC. 2552 PETERS ROAD SUITE D FORT PIERCE, FLORIDA 34945 PHONE: (772) 398-1520
6. SURVEYOR: LAVENTURE & ASSOCIATES, INC. 2552 PETERS ROAD SUITE D FORT PIERCE, FLORIDA 34945 PHONE: (772) 398-6430
7. DESCRIPTION: A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 24; THENCE RUN NORTH 00°05'12" WEST ALONG SAID EAST LINE OF THE SOUTHWEST ¼ OF SECTION 24 FOR A DISTANCE OF 441.21 FEET TO THE NORTH RIGHT-OF-WAY LINE OF REYNOLDS DRIVE; THENCE NORTH 89°49'22" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF REYNOLDS DRIVE, A DISTANCE OF 291.14 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

   THENCE CONTINUE NORTH 89°49'22" WEST, A DISTANCE OF 372.60 FEET; THENCE NORTH 00°05'42" WEST, A DISTANCE OF 232.75 FEET; THENCE NORTH 89°54'18" EAST, A DISTANCE OF 375.56 FEET; THENCE SOUTH 00°05'12" EAST, A DISTANCE OF 230.32 FEET TO THE POINT OF BEGINNING.
8. PARCEL ID NO: 2324-341-0002-0003 (SUBJECT TO CHANGE BASED ON PENDING PLAT)
9. TYPE OF PROJECT: 4-STORY, 95-ROOM HOTEL
10. PROJECT SIZE: 86,610 SQ FT. (1.99 ACRES) GROSS AREA
11. BUILDING SIZE: 14,238 SQ FT. (0.33 ACRES)(1ST FLOOR FOOTPRINT)
12. FUTURE LAND USE: C3 (COMMERCIAL)
13. EXISTING ZONING: GC (COMMERCIAL – GENERAL)
14. FLOOD ZONE: ZONE X
15. PARKING: REQUIRED 105 SPACES (1.1 SPACE/ROOM) PROVIDED 105 SPACES (INCLUDES 5 HANDICAPPED SPACES)
16. DEVELOPMENT SCHEDULE: BEGIN CONSTRUCTION: OCTOBER, 2019 CONSTRUCTION TO BE COMPLETED: 365 DAYS
17. UTILITY SERVICE: WATER SERVICE FORT PIERCE UTILITIES AUTHORITY SEWER SERVICE FORT PIERCE UTILITIES AUTHORITY
18. SITE DRAINAGE: STORMWATER MANAGEMENT WILL CONSIST OF AN ON-SITE STORMWATER MANAGEMENT SYSTEM WITH A PROPOSED OUTFALL TO THE EXISTING, PERMITTED STORMWATER MANAGEMENT TRACT SOUTH OF THE SUBJECT SITE. DESIGN SHALL MEET CITY OF FORT PIERCE AND SOUTH FLORIDA WATER MANAGEMENT DISTRICT CRITERIA.

TRAFFIC STATEMENT

ITE LAND USE (10TH EDITION)	HOTEL (310) (X = # OF ROOMS; 100% OCCUPANCY)
DAILY TRIP GENERATION	T = 11.29 (X)-426.97 = 646 TRIPS
AM PEAK TRIP GENERATION	T = 0.50 (X)-5.34 = 42 TRIPS (25/IN AND 17/OUT)
PM PEAK TRIP GENERATION	T = 0.75 (X)+26.02 = 45 TRIPS (23/IN AND 22/OUT)

BUILDING SETBACKS

DIRECTION	MINIMUM SETBACK
FRONT	25.0'
SIDE	15.0'
REAR	15.0'

12' U.E. (EASEMENT "D") (ORB 499, PAGE 1189)

OWNER: AANJALI, LLC
EXISTING ZONING: C3
LAND USE: GC

12' EASEMENT "C" (ORB 499, PAGE 1189)

EXISTING ASPHALT

N89°54'18"E (D)
S89°30'22"E (C)
375.56' (C)

EXISTING 6" WATER MAIN

PROPOSED DUMPSTER ENCLOSURE

PROPOSED ASPHALT

81.6'

PROPOSED POOL & DECK

PROPOSED POOL EQUIP.

N00°05'42"W (D)
N00°13'40"W (C)
232.75' (D/C)

S00°05'12"E (D)
S00°30'08"W (C)
230.32' (D/C)

OWNER: STEAK & SHAKE OPERATIONS, INC.
EXISTING ZONING: C3
LAND USE: GC

PROPOSED 5' CONC WALK (TYPICAL)

OWNER: PREMIER HOSPITALITY
EXISTING ZONING: C3
LAND USE: GC

PROPOSED 4-STORY 95-ROOM HOME 2 SUITES HOTEL

56.3'

79.5'

PROPOSED BIKE RACK

PROPOSED TRANSFORMER

PROPOSED D CURB (TYPICAL)

PROPOSED STOP BAR & STOP SIGN

61.2'

EXISTING ASPHALT

EXISTING 6" WATER MAIN

PROPOSED STOP BAR & STOP SIGN

R=20'

R=35'

R=25'

EXISTING CONC SIDEWALK

FH

N89°52'39"W (C)
372.60' (D/C)
N89°49'22"W (D)

NORTH R/W LINE
N89°49'22"W(D)
N89°52'39"W(C)
291.14'(D/C)

P.O.B.

EXISTING 8" WATER MAIN

REYNOLDS DRIVE
(60' PRIVATE R/W)

WEST R/W LINE
N00°05'12"W(D)

EXISTING CONC SIDEWALK

N00°05'12"W(D)
N00°08'32"W(C)
441.21' (D/C)

P.O.C.
FND IR&C 4108
SE CORNER OF SW 1/4
OF SECTION 24-35-39

SITE PLAN

HOME 2 SUITES

– REVISIONS –	BY	DATE

	BY	DATE
DRAWN	JOE M	5/31/19
DESIGNED	RCL	5/30/19
CHECKED	RCL	6/04/19
QA/QC	RML	6/07/19
SURVEY REF. 19.0530-1-3-2	DRAWING NAME 2019-0117-SITE-PLAN.dwg	

ATLANTIC CIVIL ENGINEERING, INC.
CONSULTING ENGINEERS
2552 PETERS ROAD SUITE D
FORT PIERCE, FLORIDA 34945
(772) 398-1520 PHONE (772) 398-1521 FAX
CERTIFICATE OF AUTHORIZATION #32020

DATE: 6/07/19
HORIZ SCALE: 1"=20'
VERT SCALE: N/A

JOB No. 2019-0117
SHEET 2 OF 8

RICHARD M. LADYKO FL P.E. No. 34288 DATE

N

W E

S

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

STORMWATER MANAGEMENT CRITERIA SUMMARY (1988 NAVD)

CONTROL ELEVATION	12.53' (NAVD 1988; PER SFWMD PERMIT 56-00541-S)
MINIMUM ROAD CROWN EL. 10 YEAR – 1 DAY STORM	17.07' (NAVD 1988)
MINIMUM FINISHED FLOOR EL. 100 YR, 3 DAY, 0 DISCHARGE	18.57' (NAVD 1988)

17.4' EXISTING ELEVATIONS

18.20 PROPOSED ELEVATIONS

12' U.E. (EASEMENT "D")
(ORB 499, PAGE 1189)

EXISTING 36" RCP

PROPOSED SD-1
TYPE C INLET
RIM EL = 18.62'
N. INV EL = 13.69'
S. INV EL = 13.69'

CONC HEADWALL (TO BE REMOVED) 36" RCP INV=13.69'

CONST. 35 L.F. OF 18" HDPE @ (-)5.5%

PROPOSED SD-2
TYPE C INLET
RIM EL = 18.30'
N. INV EL = 15.63'
S. INV EL = 15.63'

CONSTRUCT D CURB (TYP)

EXISTING ASPHALT

12' EASEMENT "C"
(ORB 499, PAGE 1189)

N89°54'18"E (D)
S89°30'22"E (C)
375.56' (C)

EXISTING 6" WATER MAIN

PROPOSED SD-3
TYPE C INLET
RIM EL = 18.50'
S. INV EL = 16.53'

PROPOSED DUMPSTER ENCLOSURE

PROPOSED ASPHALT (TYP)

286'

N00°05'42"W (D)
N00°13'40"W (C)
232.75' (D/C)

S00°05'12"E (D)
S00°30'08"W (C)
230.32' (D/C)

EXISTING 4-STORY HOTEL
FFE=19.73'

PROPOSED POOL & DECK

PROPOSED POOL EQUIP

PROPOSED
4-STORY
95-ROOM
HOME 2 SUITES
HOTEL

PROPOSED
MIN. FFE = 19.75'

CONSTRUCT D CURB (TYP)

Begin D Curb/Sidewalk Taper to 6" High
5' Conc. Walk
8" Thickened Edge
Flush to Asphalt

Begin D Curb/Sidewalk Taper to 6" High

CONST. 143 L.F. OF 15" HDPE @ 0.30%

CONST. 145 L.F. OF 18" HDPE @ 0.30%

PROPOSED BIKE RACK

PROPOSED TRANSFORMER

CONSTRUCT SCHIER GB-50 GREASE INTERCEPTOR

CONSTRUCT 78 LF OF 6" PVC SANITARY @ 1/8" PER FOOT (MIN.)

CONSTRUCT 4" FDC

PROPOSED SD-5
TYPE C INLET
RIM EL = 18.30'
N. INV EL = 15.20'
S. INV EL = 15.10'
E. INV EL = 15.20'

PROPOSED STOP BAR & STOP SIGN

CONST. 31 L.F. OF 18" HDPE @ 0.30%

PROPOSED SANITARY CLEAN-OUT INV = 12.97'

PROPOSED SANITARY CLEAN-OUT INV = 12.18'

PROPOSED 5' CONC WALK (TYPICAL)

CONSTRUCT 172 LF OF 4" PVC FIRE SERVICE

EXISTING ASPHALT

EXISTING 6" WATER MAIN

CONSTRUCT D CURB (TYP)

278'

CONST. 278 L.F. OF 15" HDPE @ 0.30%

CONSTRUCT 64 LF OF 6" PVC SANITARY @ 1/8" PER FOOT (MIN.)

PROPOSED SD-4
TYPE C INLET
RIM EL = 18.50'
N. INV EL = 16.10'
W. INV EL = 16.00'

EXISTING 18" HDPE INV=15.01'

PROPOSED STOP BAR & STOP SIGN

PROPOSED ASPHALT (TYP)

CONST. CONC. HEADER CURB

EXISTING CONC SIDEWALK

N89°52'39"W (C)
372.60' (D/C)
N89°49'22"W (D)

EXISTING 6" PVC LATERAL INV=11.61

EXISTING 4" WATER SERVICE

MATCH EX. ASPHALT

REYNOLDS DRIVE
(60' PRIVATE R/W)

EXISTING ASPHALT

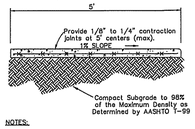
EXISTING 8" WATER MAIN

EXISTING CONC SIDEWALK

SANITARY MANHOLE
RIM=18.35
PROJECT BENCHMARK
MANHOLE RIM
EL=18.35' (NAVD 1988)

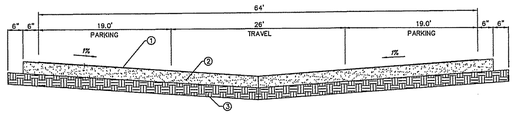
SANITARY MANHOLE
TOP=18.40

NOTE: ALL ELVATIONS ARE BASED ON THE NAVD 1988.



NOTES:
1. Use 3,000 P.S.I. Concrete At 28 Days for sidewalk construction.

4" THICK SIDEWALK DETAIL
N.T.S.



INVERTED CROWN TYPICAL PAVEMENT SECTION
N.T.S.

PAVING, GRADING & DRAINAGE PLAN

HOME 2 SUITES

– REVISIONS –	BY	DATE

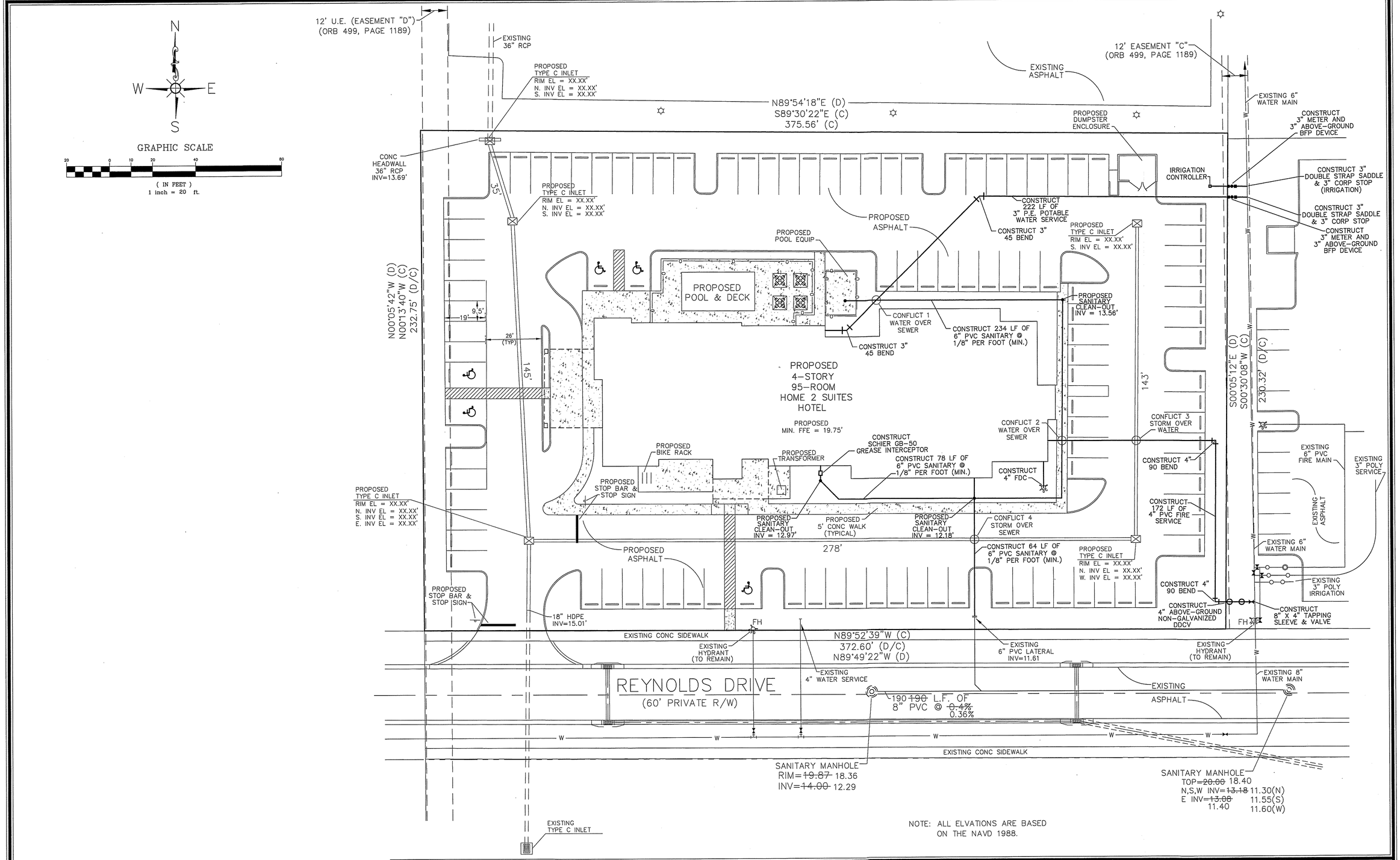
	BY	DATE
DRAWN	JOE M.	5/31/19
DESIGNED	RCL	5/30/19
CHECKED	RCL	6/04/19
QA/QC	RML	6/7/19
SURVEY REF. 19.0530-1-3-2	DRAWING NAME 2017-0109-PGD	

ATLANTIC · CIVIL ENGINEERING, INC.
CONSULTING ENGINEERS
2552 PETERS ROAD SUITE D
FORT PIERCE, FLORIDA 34945
(772) 398-1520 PHONE (772) 398-1521 FAX
CERTIFICATE OF AUTHORIZATION #32020

DATE: 6/17/19
HORIZ SCALE: 1"=20'
VERT SCALE: N/A

JOB No. 2019-0117
SHEET 3 OF 8

RICHARD M. LADYKO FL P.E. No. 34288 DATE



NOTE: ALL ELVATIONS ARE BASED ON THE NAVD 1988.

UTILITY PLAN

HOME 2 SUITES

- REVISIONS -	BY	DATE

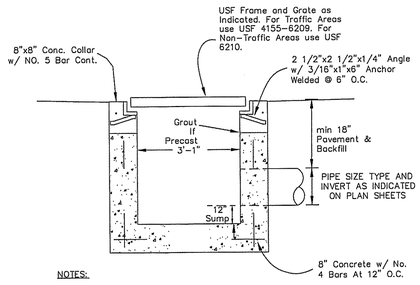
	BY	DATE
DRAWN	JOE M	5/31/19
DESIGNED	RCL	5/30/19
CHECKED	RCL	6/04/19
QA/QC	RML	6/7/19
SURVEY REF. 19.0530-1-3-2	DRAWING NAME 2017-0109-UTILS	

ATLANTIC CIVIL ENGINEERING, INC.
CONSULTING ENGINEERS
2552 PETERS ROAD SUITE D
FORT PIERCE, FLORIDA 34945
(772) 398-1520 PHONE (772) 398-1521 FAX
CERTIFICATE OF AUTHORIZATION #32020

DATE: 6/07/19
HORIZ SCALE: 1"=20'
VERT SCALE: N/A

JOB No. **2019-0117**
SHEET **4** OF **8**

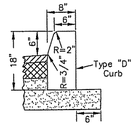
RICHARD M. LADYKO FL P.E. No. 34288 DATE



NOTES:

1. Construct Type "C" inlet per FDOT Index #232.

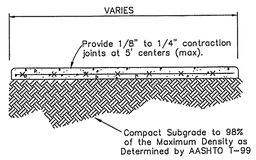
TYPICAL TYPE "C" INLET



NOTES:

1. Use 3,000 P.S.I. concrete at 28 days for construction.
2. Subgrade to extend an additional 6" beyond Type "D" Curb.
3. Type "D" Curb to be constructed in accordance with FDOT Index #300.

TYPE "D" CURB

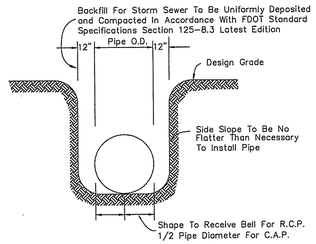


NOTES:

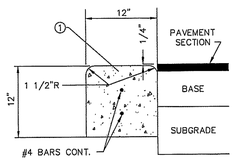
1. Use 3,000 P.S.I. Concrete At 28 Days for sidewalk construction.

4" THICK SIDEWALK DETAIL

⚠ CONSTRUCT SIDEWALKS PER FDOT INDEX 310 PER LATEST FDOT DESIGN STANDARDS



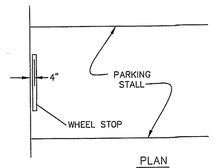
STORM PIPE BEDDING DETAIL



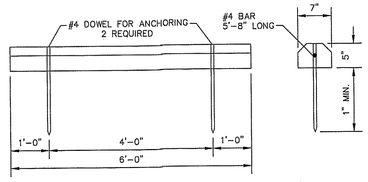
NOTE: ALL CURBS TO BE SAWCUT @ 5' INTERVALS.

12" HEADER CURB

① CONSTRUCT W/ 3,000 PSI (MIN.) CONCRETE AT 28 DAYS

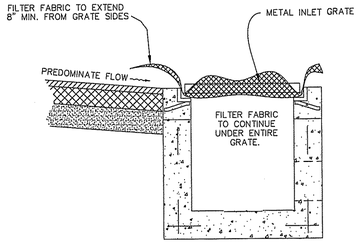


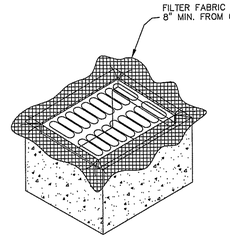
PLAN



FRONT ELEVATION SECTION

PRECAST CONCRETE WHEEL STOP



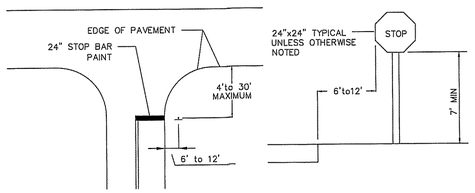


PICTORIAL VIEW

GENERAL NOTES

1. THIS INLET IS DESIGNED WITH FILTER FABRIC PROTRUDING 8" FROM SIDES FOR GRIPPING WHEN SEDIMENT NEEDS TO CLEARED AFTER FINAL CONSTRUCTION.
2. FILTER FABRIC TO BE INSTALLED AND TRIMMED BEFORE GRATE IS INSET.

FILTER FABRIC DETAIL

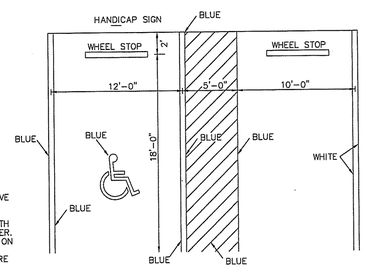


TYPICAL STOP SIGN LOCATION DETAIL

FTP 25

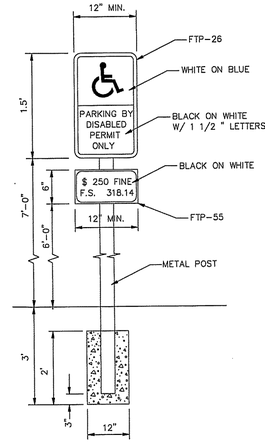
NOTES:

1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP 25 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.

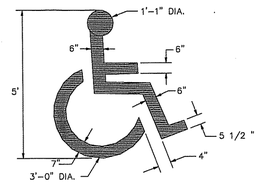


HANDICAP SPACE DETAIL

STRIPING & SIGNAGE PER FDOT INDEX 17346 AND 17355 PER LATEST FDOT DESIGN STANDARDS



HANDICAP PARKING SIGN



SYMBOL SHALL BE PAINTED WITH WHITE PAINT AND TO THE DIMENSIONS SHOWN

HANDICAP SYMBOL PAINT DETAIL

STRIPING & SIGNAGE PER FDOT INDEX 17346 AND 17355 PER LATEST FDOT DESIGN STANDARDS

PAVING, GRADING, AND DRAINAGE DETAILS

HOME 2 SUITES

– REVISIONS –	BY	DATE

	BY	DATE
DRAWN	JOE M.	5/31/19
DESIGNED	RCL	5/30/19
CHECKED	RCL	6/04/19
QA/QC	RML	6/07/19
SURVEY REF. 19.0530-1-3-2	DRAWING NAME 2019-0117-PGD-DETAILS	

ATLANTIC CIVIL ENGINEERING, INC.
CONSULTING ENGINEERS
2552 PETERS ROAD SUITE D
FORT PIERCE, FLORIDA 34945
(772) 398-1520 PHONE (772) 398-1521 FAX
CERTIFICATE OF AUTHORIZATION #32020

DATE: 6/07/19
HORIZ SCALE: 1"=40'
VERT SCALE: N/A

JOB No. 2019-0117
SHEET 5 OF 8

RICHARD M. LADYKO, P.E. #34288 DATE

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, DR (18) . WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE. ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THIN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/ COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/ COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

WATER DISTRIBUTION				G-1 NOTES
02-06 DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE #: DETAIL NOTES 200602.DWG			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JJM	SCALE: N.T.S.			
APPROVED: AJC	DATE: 2010	SHEET 1 OF 3		

WATER DISTRIBUTION NOTES (1)

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES
CONTINUED

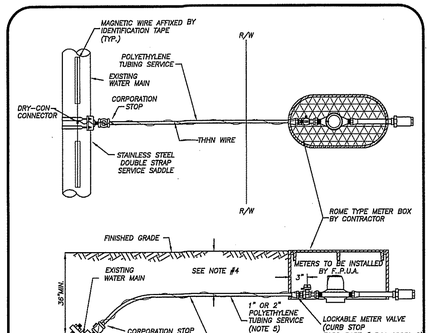
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICE CONNECTIONS, BLOWOFFS, AIR RELEASE VALVES, AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE FORT PIERCE UTILITIES AUTHORITY ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING VALVE AND SLEEVE.
19. WATER MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN MULTI STRANDED WIRE (BLUE IN COLOR) AND IDENTIFICATION TAPE WITH "WATER" MARKED ON TAPE, PERMANENTLY ATTACHED TO THE TOP OF THE WATER MAIN IN ACCORDANCE WITH THE FORT PIERCE UTILITIES AUTHORITY SPECIFICATIONS.
20. SERVICE TAPS SHALL BE PLACED APPROXIMATELY TEN FEET AWAY FROM GATE VALVES, AS SHOWN, FOR TESTING. FOLLOWING TESTING AND STERILIZATION OF WATER LINE, CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
21. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH MANUFACTURER'S OR ENGINEER'S RECOMMENDATIONS (WHICHEVER IS MORE STRINGENT) AND FPUA REQUIREMENTS.
22. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600. - 2 HR MINIMUM TEST

$$L = \frac{SD(P)^{1/2}}{148,000}$$

L= LEAKAGE IN GPH
S= LENGTH OF PIPE IN FEET
D= PIPE DIAMETER IN INCHES
P= TESTING PRESSURE IN PSI

23. PRIOR TO ANY TESTING, ALL MAINS 6" IN DIA. AND LARGER SHALL HAVE A SWAB PASSED THRU THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45# AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.
24. A MINIMUM OF TEN FEET AND PREFERABLY TEN FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. 6 INCHES MINIMUM VERTICAL SEPARATION IF WATER MAIN IS OVER WASTEWATER AND 12 INCHES IF WATER MAIN IS UNDER SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTWATER LINES. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
25. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN PIPES SHALL BE CONSTRUCTED OF DIP AT THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 20 FEET OF THE CROSSING.
26. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WATER DISTRIBUTION				G-1 NOTES
02-06 DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE #: DETAIL NOTES 200602.DWG			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JJM	SCALE: N.T.S.			
APPROVED: AJC	DATE: 2010	SHEET 2 OF 2		

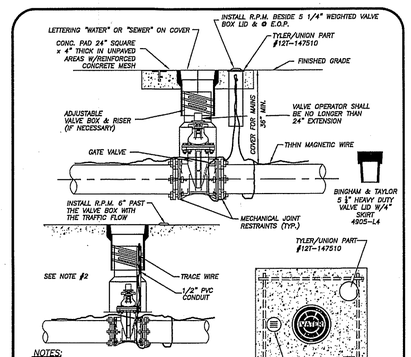


NOTES:

1. BLUE 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE.
2. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".
5. FOR 2" COMMERCIAL SERVICE INSTALLATIONS, FPUA WILL INSTALL ABOVE GROUND METER PER DETAIL W-8.

TYPICAL SINGLE WATER SERVICE CONNECTION
(N.T.S.)

TYPICAL SINGLE WATER SERVICE CONNECTION				W-2
02-09 DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE #: WATER DETAILS 200602.DWG			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: RJL	SCALE: N.T.S.			
APPROVED: AJC	DATE: 2010	SHEET 1 OF 1		



NOTES:

1. BLUE REFLECTIVE PAVEMENT MARKER (RPM) FOR WATER VALVES AND GREEN RPM FOR WASTEWATER VALVES PAVEMENT EDGE.
2. FOR WATER AND WASTEWATER VALVES INSTALLED IN PAVED AREAS, ELIMINATE CONCRETE PAD AND ENCASE THE MAGNETIC WIRE IN 1/2" PVC INSIDE THE VALVE BOX SEVEN INCHES BELOW GRADE.
3. DIP MAY BE USED AS RISERS ONLY IF A VALVE BOX IS NOT MANUFACTURED FOR THAT DEPTH. NO PVC RISERS SHALL BE USED IN ANY CIRCUMSTANCES.

TYPICAL GATE VALVE & VALVE BOX DETAIL
N.T.S.

TYPICAL GATE VALVE & VALVE BOX DETAIL				M-6
2010 DATE:	RPM PLACEMENT REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: AJC	COMPUTER FILE #: WATER DETAILS 200602.DWG			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: RJL	SCALE: N.T.S.			
APPROVED: AJC	DATE: 2010	SHEET 1 OF 1		

FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-26, GREEN OR WHITE IN COLOR, GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" MARKED ON TAPE AND SHALL CONFORM TO ASTM D-2034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISTING OF PIPE SIZES, LOCATION OF SERVICES, SIZE AND CHARACTER OF SERVICES, LOCATION OF ANY FITTINGS, TEES, RW AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN SIX FEET AND PREFERABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/ COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER,
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-110/A21.10 CLASS 250 MIN. AND INTERIOR EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFICATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES. PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITIES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY 3M CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WASTEWATER CONSTRUCTION NOTES FPUA REQUIREMENTS				G-2 CONSTRUCTION NOTES
02-06 DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE #: DETAIL NOTES 200602.DWG			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JJM	SCALE: N.T.S.			
APPROVED: AJC	DATE: 2010	SHEET 1 OF 1		

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 6 INCHES, PREFERABLY 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHEN ABOVE, AND AT LEAST 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 6 INCHES VERTICAL SEPARATION, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) CENTERED ON THE CROSSING, (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING), AT SUCH CROSSINGS PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

2. A MINIMUM 3-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF STORM SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 3-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN VACUUM TYPE SANITARY SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

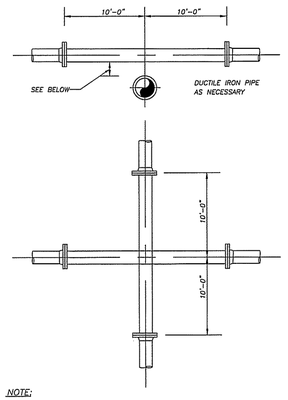
A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FOOT WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER

IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE PRESSURE CLASS 250 MIN.. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

STANDARD SEPARATION STATEMENT FOR WATER/SEWER CONFLICT				G-3 WATER/SEWER CONFLICT
02-06 DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE #: DETAIL NOTES 200602.DWG			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JJM	SCALE: N.T.S.			
APPROVED: AJC	DATE: 2010	SHEET 1 OF 1		



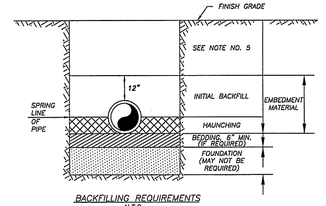
NOTE:

PLEASE REFER TO FORT PIERCE UTILITIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.

UTILITY CROSSING DETAIL
N.T.S.

UTILITY CROSSING DETAIL				M-5
DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER/GAS ENGINEERING
DESIGNED: JJM	COMPUTER FILE #: MISC. DETAILS 200602.DWG			FT. PIERCE UTILITIES AUTHORITY 706 N. THIRD STREET FT. PIERCE, FLORIDA 34950 (772) 466-1600
DRAWN BY: JJM	SCALE: N.T.S.			
APPROVED: JJC	DATE: 2010	SHEET 1 OF 1		

UTILITY CROSSING DETAIL



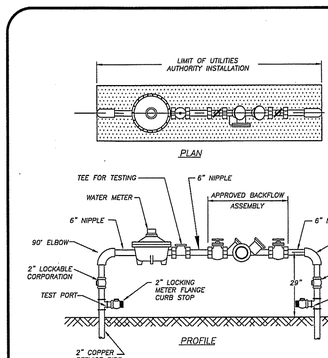
BACKFILLING REQUIREMENTS
N.T.S.

NOTES:

1) IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.
2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.
3) HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.
4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY.(AASHTO T-99)
5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX. DENSITY AS PER AASHTO T-99, TO A POINT 30" BELOW PROPOSED PROFILE GRADE OR EXISTING GRADE. THE FINAL 30" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.
6) DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE UTILITIES ENGINEER OR PERMIT AGENCY HAVING JURISDICTION, AT THE CONTRACTORS EXPENSE.
7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REQULATIONS.

BACKFILLING REQUIREMENTS				M-2
03-08 DATE:	NOTES REVISION:	RJL BY:	AJC APPD:	WATER/WASTEWATER/GAS ENGINEERING
DESIGNED: JJM	COMPUTER FILE #: MISC. DETAILS 200602.DWG			FT. PIERCE UTILITIES AUTHORITY 706 N. THIRD STREET FT. PIERCE, FLORIDA 34950 (772) 466-1600
DRAWN BY: RJL	SCALE: N.T.S.			
APPROVED: AJC	DATE: 2010	SHEET 1 OF 1		

BACKFILLING REQUIREMENTS



NOTES:

1. LANDSCAPING REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.

WATER METER/BACKFLOW PREVENTER ASSEMBLY-DOMESTIC SERVICES (METER SIZE 2" OR LESS)
(N.T.S.)

WATER METER/BACKFLOW PREVENTER ASSEMBLY-DOMESTIC SERVICES (METER SIZE 2" OR LESS)				W-8
03-08 DATE:	REVISION:	RJL BY:	AJC APPD:	WATER/WASTEWATER/GAS ENGINEERING
DESIGNED: JJM	COMPUTER FILE #: WATER DETAILS 200602.DWG			FT. PIERCE UTILITIES AUTHORITY 706 N. THIRD STREET FT. PIERCE, FLORIDA 34950 (772) 466-1600
DRAWN BY: RJL	SCALE: N.T.S.			
APPROVED: AJC	DATE: 2010	SHEET 1 OF 1		

WATER METER/BACKFLOW PREVENTER ASSEMBLY DOMESTIC SERVICE (COMMERCIAL)

WATER AND SEWER DETAILS
HOME 2 SUITES

– REVISIONS –	BY	DATE

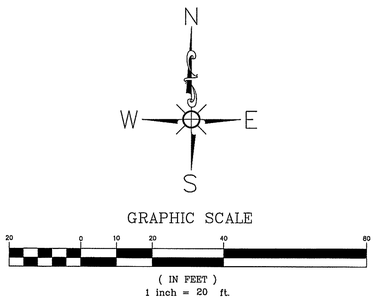
	BY	DATE
DRAWN	JOE M.	5/31/19
DESIGNED	RCL	5/30/19
CHECKED	RCL	6/04/19
QA/QC	RML	6/07/19
SURVEY REF. 19.0530-1-3-2	DRAWING NAME 2019-0117-WS-DETAILS	

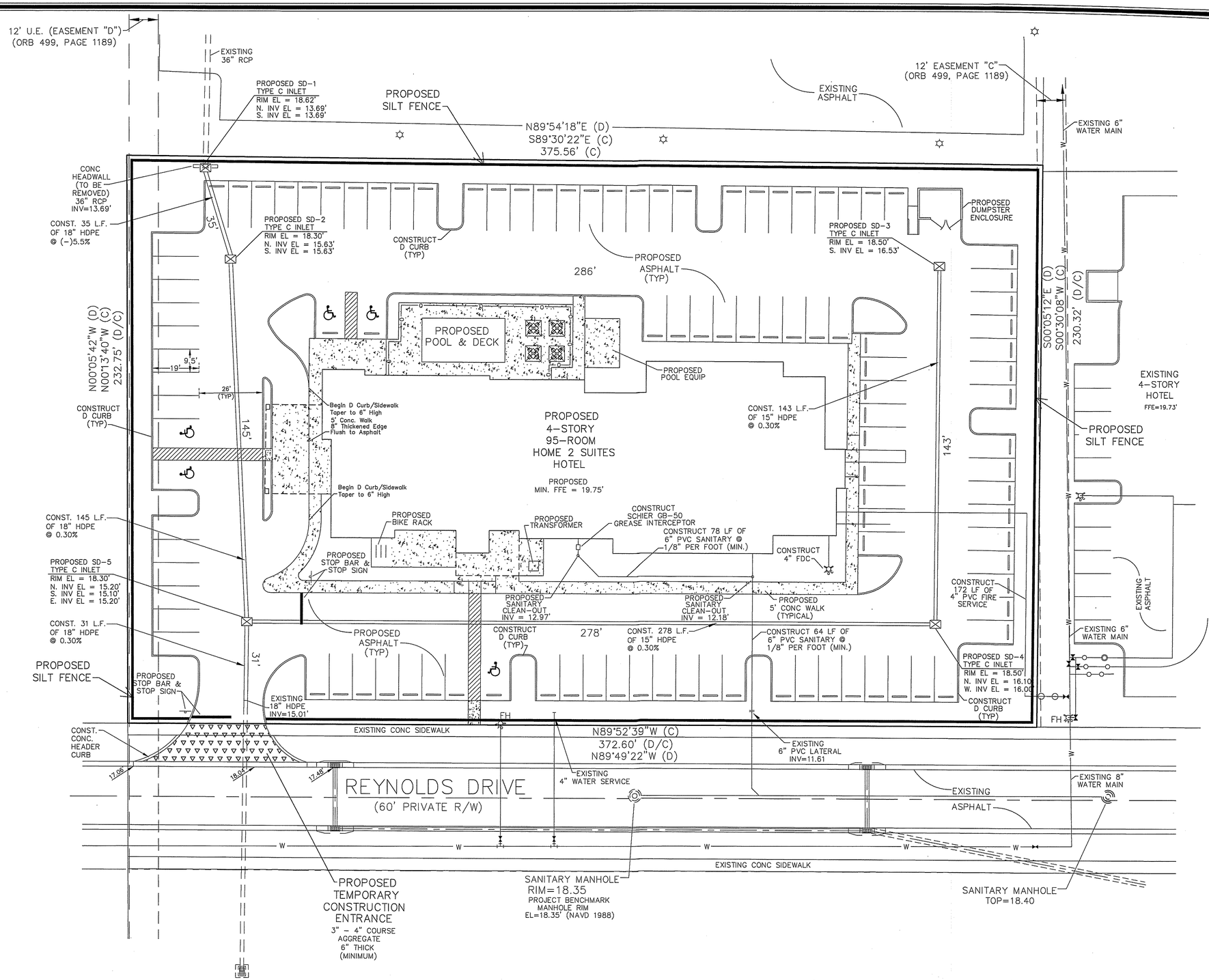
ATLANTIC CIVIL ENGINEERING, INC.
CONSULTING ENGINEERS
2552 PETERS ROAD SUITE D
FORT PIERCE, FLORIDA 34945
(772) 398-1520 PHONE (772) 398-1521 FAX
CERTIFICATE OF AUTHORIZATION #32020

DATE: 6/07/19
HORIZ SCALE: 1"=40'
VERT SCALE: N/A

JOB No. 2019-0117
SHEET 6 OF 8

RICHARD M. LADYKO, P.E. #34288 DATE





GENERAL NOTES

ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF FORT PIERCE CODE OF ORDINANCES SECTIONS 17 AND 22.

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH CITY OF FORT PIERCE ORDINANCE K-421 (EROSION CONTROL).

EROSION CONTROL INSPECTIONS

Per City of Fort Pierce Ordinance K-421, Sec. 17-76. Inspection. (a)

The City of Fort Pierce Engineering Department shall make inspections as hereinafter required and notify the director of building and code enforcement upon inspection approval or if the work fails to comply with the erosion and sediment control plan as approved to request a stop work order. Plans for grading, stripping, excavating, and filling work bearing the stamp of approval of the city engineer shall be maintained at the site during the duration of the work. To obtain inspections, the permittee shall notify the City of Fort Pierce Engineering Department at least two (2) working days before the following:

(1) Start of construction;
(2) Installation of sediment and erosion measures;
(3) Completion of site clearing;
(4) Completion of rough grading;
(5) Completion of final grading;
(6) Close of the construction season;
(7) Completion of final landscaping.

EROSION CONTROL PLAN

HOME 2 SUITES

- REVISIONS -	BY	DATE

	BY	DATE
DRAWN	JOE M	5/31/19
DESIGNED	RCL	5/30/19
CHECKED	RCL	6/04/19
QA/QC	RML	6/7/19
SURVEY REF.	DRAWING NAME	
19.0530-1-3-2	2017-0109-PSD	

ATLANTIC CIVIL ENGINEERING, INC.
CONSULTING ENGINEERS
2552 PETERS ROAD SUITE D
FORT PIERCE, FLORIDA 34945
(772) 398-1520 PHONE (772) 398-1521 FAX
CERTIFICATE OF AUTHORIZATION #32020

DATE: 6/17/19
HORIZ SCALE: 1"=20'
VERT SCALE: N/A

JOB No. 2019-0117
SHEET 7 OF 8

RICHARD M. LADYKO FL P.E. No. 34288 DATE

SUPPLEMENTARY CONDITIONS

PERMITS AND LICENSES: CONSTRUCTION PERMITS FOR CERTAIN ELEMENTS OF THE PROJECT WORK HAVE BEEN OBTAINED OR APPLIED FOR BY THE OWNER, AND THE DESIGN AND CONSTRUCTION REQUIREMENTS OF THE PROJECT REFLECT CONSTRAINTS AND CONDITIONS IMPOSED BY THESE PERMITS. THE CONTRACTOR SHALL PERFORM HIS WORK AND SHALL CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE REQUIREMENTS OF THESE PERMITS AND APPROVALS, COPIES OF WHICH ARE AVAILABLE FOR HIS REVIEW AND USE FROM THE ENGINEER, UPON REQUEST. THE CONTRACTOR SHALL SECURE ALL WORK PERMITS, APPROVALS OR LICENSES REQUIRED TO PERFORM THE WORK, AND HE SHALL PERFORM THE WORK IN STRICT ACCORDANCE WITH THOSE PERMITS, APPROVALS OR LICENSES.

CONTRACT ISSUES

GENERAL CONDITIONS: UNLESS OTHERWISE STATED IN THESE SUPPLEMENTARY CONDITIONS, THE PROVISIONS OF THE "STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT," REFERENCED ABOVE, SHALL BE USED TO GOVERN ALL ISSUES ADDRESSED IN THOSE GENERAL CONDITIONS FOR THIS PROJECT.

OWNER–ENGINEER RELATIONSHIP: ANY AGREEMENT BETWEEN OWNER AND ENGINEER SHALL NOT BE CONSTRUED TO PROVIDE ANY OBLIGATION FROM THE ENGINEER TO ANY THIRD PARTIES INCLUDING, BUT NOT LIMITED TO, ANY CONTRACTORS (GENERAL OR SUB), NOR TO ANY SUCCESSORS IN TITLE TO THE OWNER. THE RIGHTS UNDER ANY AGREEMENT BETWEEN OWNER AND ENGINEER INURE ONLY TO THOSE TWO PARTIES.

PARTIAL PAYMENTS: PARTIAL PAYMENTS SHALL BE CALCULATED FROM QUANTITIES OF WORK IN PLACE. THESE PAYMENTS SHALL BE BASED ON THE AGREEMENT UNIT PRICES AND WILL BE MADE ON OR ABOUT THE 15TH OF EACH MONTH FOR THE PREVIOUS MONTH'S PROGRESS. THE CONTRACTOR SHALL, AFTER THE FIRST OF EACH MONTH, SUBMIT INVOICES FOR MATERIALS USED AND WORK PERFORMED FOR THE PREVIOUS MONTH. THE ENGINEER WILL REVIEW ALL INVOICES ALONG WITH RECORD DRAWINGS AND FIELD NOTES TO DATE BEFORE PRESENTING THEM TO THE OWNER FOR PAYMENT. TEN PERCENT (10%) OF THE AMOUNT DUE AND PAYABLE TO THE CONTRACTOR CAN BE RETAINED FROM EACH PARTIAL PAYMENT. FINAL PAYMENTS WILL BE ACCOMPLISHED AS PRESCRIBED IN THE AGREEMENT.

THE DRAWINGS

ERRORS OR OMISSIONS IN THE DRAWINGS OR SPECIFICATIONS: PRIOR TO INITIATION OF THE WORK, THE CONTRACTOR SHALL CHECK DIMENSIONS, GRADES, ELEVATIONS AND THE SUMMARY OF ESTIMATED QUANTITIES SHOWN ON THE DRAWINGS TO ASSURE HIMSELF THAT THEY ARE CORRECT AND THAT THE WORK CAN BE ACCOMPLISHED AS INTENDED. THE CONTRACTOR SHALL TAKE NO ADVANTAGE OF ANY APPARENT ERROR OR OMISSION WHICH HE MIGHT DISCOVER, BUT SHALL IMMEDIATELY NOTIFY THE ENGINEER OF SUCH DISCOVERY AND OBTAIN SUCH CORRECTIONS AND INTERPRETATIONS AS HE DEEMS NECESSARY FOR REFLECTING THE ACTUAL SPIRIT AND INTENT OF THE DRAWINGS AND SPECIFICATIONS.

SOIL AND SUBSOIL CONDITIONS: IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR TO:

1. PLACE HIS OWN INTERPRETATION ON ANY AND ALL SOIL AND SUBSOIL DATA PORTRAYED ON THE DRAWINGS OR AVAILABLE INFORMATION.

2. PERFORM HIS OWN SOIL AND SUBSOIL INVESTIGATION TO DETERMINE THE NATURE, CHARACTER, LOCATION AND EXTENT OF ALL SOIL AND SUBSOIL CONDITIONS THAT MAY AFFECT HIS WORK; AND

3. INCLUDE IN HIS CONTRACT PRICE CONSIDERATION FOR ALL WORK NECESSARY TO ASSURE THAT THE SOIL AND SUBSOIL CONDITIONS WILL MEET THE REQUIREMENTS OF THE SPECIFICATIONS AND THE APPLICABLE REGULATIONS OF THE APPLICABLE MUNICIPALTY.

THE WORK

PRE–CONSTRUCTION CONFERENCE: IMMEDIATELY AFTER THE AGREEMENT HAS BEEN AWARDED, THE ENGINEER SHALL CALL A PRE–CONSTRUCTION CONFERENCE TO BE HELD WITHIN FIFTEEN (15) CALENDAR DAYS AFTER THE AWARD AND PRIOR TO INITIATION OF THE WORK AT A PLACE DESIGNATED TO HIM, TO REVIEW THE CONSTRUCTION ASPECTS OF THE PROJECT. THE MEETING WILL BE BETWEEN THE ENGINEER, OWNER AND THE CONTRACTOR. THE CONTRACTOR SHALL PRESENT HIS TENTATIVE DETAILED WORKING SCHEDULE FOR THE PROJECT SO THAT IT MAY BE REVIEWED BY THE ENGINEER AND OWNER. ADDITIONALLY, IT WILL AFFORD THE CONTRACTOR AN OPPORTUNITY TO HAVE ANY QUESTIONS HE MAY HAVE ON THE WORK CLARIFIED BY THE ENGINEER. NO WORK UNDER THE AGREEMENT SHALL COMMENCE UNTIL AFTER THE NOTICE TO PROCEED HAS BEEN ISSUED.

COMMENCEMENT AND COMPLETION OF THE WORK: THE CONTRACTOR SHALL COMMENCE WORK UNDER THE AGREEMENT WITHIN TEN (10) CALENDAR DAYS AFTER THE DAY OF RECEIPT BY HIM OF THE NOTICE TO PROCEED AND SHALL COMPLETE THE WORK READY FOR USE NOT LATER THAN THE TIME INDICATED IN THE AGREEMENT. THE TIME STATED FOR COMPLETION SHALL INCLUDE FINAL CLEANUP OF THE PREMISED.

ESTIMATED QUANTITIES: THE QUANTITIES ESTIMATED FOR VARIOUS ITEMS OF WORK ARE ONLY ESTIMATES, AND MAY NOT REFLECT ALL THE ITEMS OF WORK OR THE FINAL QUANTITIES NEEDED TO COMPLETE THE PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DO ALL WORK AND TO FURNISH AND INSTALL ALL IMPROVEMENTS SHOWN ON THE DRAWINGS, WHETHER OR NOT THEY ARE SHOWN IN THE ESTIMATED QUANTITIES, OR WHETHER THE FINAL QUANTITIES ARE MORE OR LESS THAN THOSE ESTIMATED.

HORIZONTAL AND VERTICAL CONTROL: THE CONTRACTOR SHALL CONSTRUCT THE REQUIRED IMPROVEMENTS IN THE LOCATIONS SHOWN ON THE DRAWINGS, AND SHALL USE AS HORIZONTAL CONTROL POINTS THE EXISTING PROPERTY CORNERS AS SHOWN ON THE PLANS. THE HORIZONTAL CONTROL POINTS WERE PROVIDED BY LAVENTURE AND ASSOCIATES, INC., (772–398–6430). AS VERTICAL CONTROL, BENCHMARKS SHALL BE PROVIDED AT THE SITE, FOR USE IN ESTABLISHING THE NECESSARY ELEVATIONS AND GRADES AT THE LOCATIONS SHOWN ON THE PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL CONTROL POINTS AND TO REESTABLISH SAID POINTS AS NECESSARY. REMAINING HORIZONTAL AND VERTICAL CONTROL WORK SHALL BE PERFORMED BY THE CONTRACTOR. THE VERTICAL CONTROL POINTS FOR THIS PROJECT WERE PROVIDED BY LAVENTURE AND ASSOCIATES, INC., (772–398–6430).

COORDINATION OF WORK WITH OTHERS: THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE WORK OR IMPROVEMENTS OF OTHERS WITH REGARD TO NEW CONSTRUCTION, OR FOR THE NEED OF REMOVAL, RELOCATION OR ALTERATION OF EXISTING FACILITIES. THIS INCLUDES, BUT IS NOT LIMITED TO, THE OWNER, FPL, COUNTY UTILITIES, CENTRAL FLORIDA CELLULAR PHONE COMPANY, THE COUNTY ENGINEERING DEPARTMENT AND THEIR CONTRACTORS, SUBCONTRACTORS OR AGENTS.
STANDARDS FOR QUALITY AND WORKMANSHIP: ALL MATERIALS, EQUIPMENT AND SUPPLIES FURNISHED BY THE CONTRACTOR FOR PERMANENT INCORPORATION IN THE WORK SHALL BE NEW AND OF THE QUALITY STANDARDS SPECIFIED. WORKMANSHIP SHALL BE FIRST–CLASS AND THE FINISHED PRODUCT EQUAL TO THE BEST ACCEPTED STANDARDS OF THE TRADE FOR THE CATEGORY OF WORK PERFORMED.

TEMPORARY UTILITIES: ALL ARRANGEMENTS AND COSTS FOR TEMPORARY POWER, WATER AND WASTEWATER FACILITIES DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

OBSERVING THE WORK: THE PROGRESS AND QUALITY OF THE WORK WILL BE OBSERVED BY THE OWNER'S ENGINEER OR ENGINEER'S APPOINTED EMPLOYEE. NO OBSERVER IS AUTHORIZED TO CHANGE ANY PROVISIONS OF THE SPECIFICATIONS WITHOUT WRITTEN AUTHORIZATION OF THE OWNER'S ENGINEER, NOR SHALL THE PRESENCE AND/ OR THE ABSENCE OF AN OBSERVER RELIEVE THE CONTRACTOR FROM ANY REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS.

THE CONTRACTOR SHALL GIVE THE ENGINEER A MINIMUM OF 24 HOURS NOTICE PRIOR TO REQUIRED INSPECTIONS, AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO PROPERLY TEST AND INSPECT THE COMPLETED WORK.

IN ADDITION TO THE REQUIREMENTS PREVIOUSLY REFERENCED, THE FOLLOWING MINIMUM CONSTRUCTION CONTROL CHECKPOINTS SHALL BE ADHERED TO, AND THE CONTRACTOR SHALL NOTIFY THE ENGINEER FOR OBSERVATION:

1. PRIOR TO ANY DEVIATION FROM THE DRAWINGS;
2. PRIOR TO ANY BACK FILLING TRENCHES CONTAINING HYDRAULIC CONDUITS, SO THE JOINTING MAY BE INSPECTED;
3. PRIOR TO TESTING OF ALL HYDRAULIC CONDUITS.
4. PRIOR TO PLACEMENT OF ROADWAY BASE MATERIAL, CONCRETE OR ASPHALTIC CONCRETE.
5. UPON COMPLETION OF CONSTRUCTION FOR FINAL INSPECTION WITH THE CONTRACTOR OR HIS REPRESENTATIVE.

TESTING: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE INDEPENDENT TESTING LABORATORY THE TESTING AND RETESTING NECESSARY TO ASSURE THE WORK HAS BEEN PERFORMED TO STRICT COMPLIANCE WITH THE SPECIFICATIONS. THE COST FOR ALL TESTING SHALL BE BORNE BY THE CONTRACTOR. ANY RETESTS REQUIRED DUE TO FAILURE TO MEET THE MINIMUM REQUIREMENTS SHALL BE PERFORMED AT THE EXPENSE OF THE CONTRACTOR. THE NAME OF THE TESTING LABORATORY SHALL BE SUPPLIED AT THE PRE CONSTRUCTION MEETING.

EXISTING UTILITIES AND STRUCTURES: EXISTING UTILITIES, STRUCTURES AND FACILITIES SHOWN ON THE DRAWINGS WERE LOCATED AS ACCURATELY AS POSSIBLE FROM THE RECORDS EXAMINED. NO GUARANTEE IS MADE THAT ALL EXISTING FACILITIES ARE SHOWN OR THAT THOSE SHOWN ARE ENTIRELY ACCURATE. THE CONTRACTOR SHALL ASSURE HIMSELF OF THE ACTUAL LOCATION OF THE UTILITIES, STRUCTURES OF FACILITIES PRIOR TO PERFORMANCE OF ANY WORK IN THE VICINITY. THE UTILITY COMPANIES OR UTILITY AGENCIES WILL COOPERATE WITH THE CONTRACTOR IN LOCATING UNDERGROUND UTILITIES THAT MAY BE SUBJECT TO DAMAGE OR INTERRUPTION OF SERVICES DURING THE CONTRACTOR'S OPERATIONS. PRIOR TO START OF THE WORK, THE CONTRACTOR SHALL REQUEST THAT EACH UTILITY AGENCY ADVISE HIM OF THE LOCATION OF THEIR FACILITIES IN THE VICINITY. THE OWNER WILL ASSUME NO LIABILITY FOR DAMAGES SUSTAINED OR COSTS INCURRED BECAUSE OF THE CONTRACTOR'S OPERATION IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, OR TO THE TEMPORARY BRACING AND SHORING OF SAME. IN THE EVENT THAT IT IS NECESSARY TO SHORE, BRACE, OR SWING A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHOULD BE CONTACTED AND THEIR PERMISSION SECURED AS TO THE METHOD USED FOR ANY SUCH WORK.

RESTORATION OF DAMAGED STRUCTURES OR UTILITIES: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR, REBUILD OR RESTORE TO ITS FORMER CONDITION, ANY AND ALL PORTIONS OF EXISTING UTILITIES, STRUCTURES, EQUIPMENT, APPURTENANCES OR FACILITIES, OTHER THAN THOSE TO BE PAID FOR UNDER THIS CONTRACT, WHICH MAY BE DISTURBED OR DAMAGED DUE TO THIS CONSTRUCTION OPERATION, AT NO COST TO THE OWNER.

FINAL CLEANUP: UPON COMPLETION OF THE WORK BUT BEFORE FINAL PAYMENT WILL BE MADE, THE CONTRACTOR SHALL CLEAR AND REMOVE FROM THE PROJECT AREA, ALL FALSE WORK, EQUIPMENT, SURPLUS AND DISCARD MATERIALS, RUBBISH AND TEMPORARY STRUCTURES WHICH RESULT FROM THE WORK UNDER THIS AGREEMENT, AND SHALL RESTORE IN AN ACCEPTABLE MANNER ALL PROPERTY WHICH HAS BEEN DAMAGED DURING THE PROSECUTION OF THE WORK.

RECORD DRAWINGS: AFTER COMPLETION OF THE CONTRACT WORK, BUT PRIOR TO SUBMITTAL OF THE REQUEST FOR FINAL PAYMENT, THE CONTRACTOR SHALL PROVIDE ALL INFORMATION AND LABOR NEEDED FOR PREPARATION OF FINAL RECORD DRAWINGS FOR SUBMITTAL TO THE OWNER OF THE COMPLETED IMPROVEMENTS. THE INFORMATION SHALL INCLUDE FINAL LOCATION, BY REFERENCE TO COMPLETED IMPROVEMENTS, OR OTHER ACCEPTABLE MEANS, OF ALL UNDERGROUND OR SUBMERGED IMPROVEMENTS, THE ELEVATIONS OF PERTINENT POINTS IN THE DRAINAGE, WATER AND WASTEWATER SYSTEMS, ACTUAL CONSTRUCTED PIPE LENGTHS, SLOPES AND INVERTS, CUTOFF WALL DIMENSIONS AND ELEVATIONS, ALL REVISIONS TO THE ORIGINAL PLANS, AND ALL INFORMATION NECESSARY TO LOCATE AND OPERATE THE IMPROVEMENTS CONSTRUCTED UNDER THIS AGREEMENT. PAYMENT FOR OBTAINING AND PROVIDING THE RECORD DRAWING INFORMATION SHALL BE INCLUDED IN THE CONTRACT UNIT PRICES FOR THE VARIOUS ITEMS OF WORK TO WHICH IT IS INCIDENTAL.

THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION, SO THAT THE ENGINEER'S REPRESENTATIVE IS PRESENT AND CAN CONFIRM THE RECORD INFORMATION AS FOLLOWS:

THE FINAL LOCATION, BY REFERENCE TO AT LEAST TWO COMPLETED VISIBLE IMPROVEMENTS OR OTHER PERMANENT POINTS, OF ALL PAVING, DRAINAGE, WATER DISTRIBUTION SYSTEM AND WASTEWATER COLLECTION SYSTEM ELEMENTS, AND SHALL INCLUDE ELEVATIONS OF PERTINENT POINTS IN THE PAVEMENT AND DRAINAGE IMPROVEMENTS, ALL REVISIONS TO THE ORIGINAL PLANS, VERIFICATION OF ALL DESIGN DIMENSIONS, ELEVATIONS, PIPE SLOPES, PIPE LENGTHS AND ALL OTHER INFORMATION NECESSARY TO HORIZONTALLY AND VERTICALLY LOCATE AND OPERATE THE IMPROVEMENTS CONSTRUCTED UNDER THIS CONTRACT. INFORMATION TO BE SHOWN FOR THE WATER DISTRIBUTION SYSTEM INCLUDES THE LOCATION SERVICE TERMINALS, FOR THE WASTEWATER COLLECTION SYSTEM INCLUDES THE LOCATION OF ALL SERVICE TERMINALS, AND THE LOCATION OF ALL ELECTRICAL AND COMMUNICATION CONDUIT.

DRAWINGS SHALL INCLUDE:

A. ANY CHANGES OR VERIFICATIONS GET MARKED
B. MARK OUT ALL "PROPOSED" OR "CONSTRUCTS"
C. CHANGES TO LOCATIONS OF PIPE VALVES, FITTINGS OR MANHOLES, ETC.
D. DRAW IN A DETAIL BOX OF ANY SUBSTANTIAL CHANGES
E. MARK LOCATIONS AND FOOTAGE OF ALL LATERALS FROM THE DOWNSTREAM MANHOLE
F. MARK ALL BSP'S ON PLANS

GUARANTEE: ALL MATERIALS AND THE INSTALLATION THEREOF WHICH ARE FURNISHED AND INSTALLED BY THE CONTRACTOR, UNDER THE TERMS OF THE AGREEMENT, SHALL BE GUARANTEED BY THE CONTRACTOR AGAINST DEFECTIVE WORKMANSHIP, MECHANICAL AND PHYSICAL DEFECTS, LEAKAGE, BREAKAGE, AND OTHER DAMAGES AND FAILURE UNDER NORMAL OPERATION FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL PAYMENT, SAID DATE TO CONSTITUTE THE COMMENCEMENT OF THE ONE (1) YEAR WARRANTY PERIOD.

ALL MATERIALS AND INSTALLATIONS PROVING TO BE DEFECTIVE WITHIN THE SPECIFIED PERIOD OF THE GUARANTEE SHALL BE REPLACED, WITHOUT COST TO THE OWNER, BY THE CONTRACTOR. THE PERIOD OF GUARANTEE OF EACH SUCH REPLACEMENT SHALL BE FROM AND AFTER THE DATE OF INSTALLATION THEREOF.

MATERIALS, CONSTRUCTION METHODS, TESTING AND TOLERANCES FOR ALL WORK SHALL BER IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS. IN THE EVENT OF A CONFLICT, THE MORE STRINGENT PROVISION SHALL APPLY.

1. MOBILIZATION: THE WORK SPECIFIED IN THIS SECTION CONSISTS OF THE PREPARATORY WORK AND OPERATIONS IN MOBILIZING FOR BEGINNING WORK ON THE PROJECT, INCLUDING, BUT NOT LIMITED TO, THOSE OPERATIONS NECESARY FOR THE MOVEMENT OF PERSONNEL, EQUIPMENT, SUPPLIES AND INCIDENTAL WORK TO THE PROJECT SITE, AND FOR THE ESTABLISHMENT OF TEMPORARY OFFICES, BUILDINGS, SAFETY EQUIPMENT AND FIRST AID SUPPLIES, SANITARY AND OTHER FACILITIES, AS REQUIRED BY THESE SPECIFICATIONS, THE SPECIAL PROVISIONS AND STATE AND LOCAL LAWS AND REGULATIONS. ALL COSTS FOR BONDS, PERMITS AND ANY REQUIRED INSURANCE, AND ANY OTHER PRECONSTRUCTION EXPENSE NECESSARY FOR THE START OF THE WORK, AS WELL AS THE COST OF THE REMOVAL OF THE ABOVE ITEMS, SHALL ALSO BE INCLUDED IN THIS SECTION.

2. CONSTRUCTION SURVEYING: THE CONTRACTOR SHALL CONSTRUCT THE REQUIRED IMPROVEMENTS AT THE LOCATIONS SHOWN ON THE PLANS. AS OUTLINED IN THE SUPPLEMENTARY CONDITIONS, THE OWNER SHALL PROVIDE BASIC REFERENCE POINTS FOR HORIZONTAL CONTROL AND BENCHMARKS IN THE VICINITY OF WORK. ALL OTHER CONSTRUCTION STAKING FOR BOTH HORIZONTAL AND VERTICAL CONTROL NEEDED BY THE CONTRACTOR FOR CONTROL OF HIS WORK SHALL BE PERFORMED BY THE CONTRACTOR.

3. CLEARING AND GRUBBING: CLEARING AND GRUBBING SHALL BE PERFORMED WITHIN THE LIMITS OF CONSTRUCTION AS SHOWN ON THE PLANS, INCLUDING BUT NOT LIMITED TO, THE AREAS OF NEW SIDEWLAKS, SWALES, POND, ROADWAY AND PARKING PAVEMENT, AND BUILDING AREA IN ACCORDANCE WITH SECTION 110, FDOT SPECIFICATION, AND SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH, AND ALL OTHER OBSTRUCTIONS TO A DEPTH OF 18 INCHES BELOW NATURAL GROUND OR DESIGN GRADE, WHICHEVER IS LOWER.

ALL MATERIAL SHALL BE REMOVED FROM THE SITE OF THE PROJECT, AND SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, REGIONAL, STATE, AND FEDERAL LAWS, REGULATIONS, AND ORDINANCES.

4. EARTHWORK AND GRADING: SHALL BE PERFORMED AS REQUIRED TO ATTAIN THE FINAL GRADES, TYPICAL SECTIONS AND EXCAVATIONS, AND TO ACCOMPLISH THE OBJECTIVES SHOWN ON THE PLANS FOR THE AREAS TO BE PAVED, SODDED, OR LANDSCAPED. MATERIALS AND CONSTRUCTION METHODS SHALL MEET THE REQUIREMENTS OF SECTION 120 FDOT SPECIFICTIONS.

ANY PLASTIC OR ORGANIC MATERIAL WITHIN 36" OF THE FINISHED GRADE OF THE AREA TO BE PAVED SHALL BE REMOVED AND REPLACED WITH A–3 MATERIAL EMBANKMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH FDOT SPECIFICATIONS.

ALL CLEAN EXCESS MATERIAL SUITABLE FOR FILL RESULTING FROM THE EXCAVATION SHALL BE INCORPORATED INTO THE PROPOSED WORK, OR SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED ON THE OWNERS PROPERTY AT THE ONSITE LOCATION DESIGNATED BY THE OWNER. ALL UNSUITABLE MATERIAL AND DEBRIS SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR. THE WORK SHALL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING: FINAL GRADING OF THE POND, SWALES, SIDEWALKS, ROADWAY, PARKING LOT, AND FILLING OF EXISTING DITCHES.

5. DRAINAGE IMPROVEMENTS: THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR NECESSARY TO COMPLETE THE PROJECT WORK FOR THE DRAINAGE IMPROVEMENTS AT THE LOCATION, SIZE AND TYPE SHOWN ON THE PLANS FOR THE FOLLOWING ITEMS. INCLUDED IN THE UNIT COSTS FOR EACH ITEM SHALL BE THE COSTS ASSOCIATED WITH THE DESIGN AND CONSTRUCTION, BY THE CONTRACTOR, TO COMPLY WITH THE TRENCH SAFETY ACT, LAWS OF FLORIDA, CHAPTER 90–96.

BACKFILL AND COMPACTION OF TRENCHING FOR CULVERT INSTALLATION UNDER THIS SECTION SHALL BE IN ACCORDANCE WITH SECTION 125–4.3, FDOT SPECIFICATIONS. DENSITY TESTS SHALL BE PROVIDED AT THE FOLLOWING VERTICAL LOCATIONS:

TWO TESTS* AT SPRINGLINE (ONE EACH SIDE OF PIPE)
ONE TEST* AT ONE FOOT ABOVE PIPE; AND
ONE TEST* AT ONE FOOT BELOW SUBGRADE OR FINISH GRADE.
* = DENSITY OF AT LEAST 98 % OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T–180

THE MINIMUM NUMBER OF HORIZONTAL TEST LOCATIONS IS TWO PER CULVERT INSTALLATION, ONE PER 100 LINEAR FEET OF PIPE AND/OR ONE PER 20 FEET OF PAVEMENT CROSSING WHICHEVER IS GREATER. ADDITIONAL TESTS MAY BE REQUIRED AT MORE FREQUENT INTERVALS IF DEEMED NECESSARY.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE INDEPENDANT TESTING LABORATORY AND THE TESTING AND RETESTING NECESSARY TO ASSURE THAT THE WORK HAS BEEN PERFORMED IN STRICT COMPLIANCE WITH THESE ACTIONS. COST FOR ALL TESTING SHALL BE BORNE BY THE CONTRACTOR. ANY RETEST REQUIRED DUE TO FAILURE TO MEET THE MINIMUM REQUIREMENTS ABOVE SHALL BE PERFORMED AT THE EXPENSE OF THE CONTRACTOR.

A. STORM SEWER PIPE: CONSTRUCTION METHODS FOR DRAINAGE CULVERTS SHALL CONFORM TO THE REQUIREMENTS OF SECTIONS 125 AND 430, FDOT SPECIFICATIONS.

REINFORCED CONCRETE PIPE (RCP): MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF SECTION 941, FDOT SPECIFICATIONS FOR STANDARD CONCRETE PIPE AND SECTION 942, FDOT SPECIFICATIONS FOR GASKETS.

B. STORM INLETS: THE MATERIALS AND CONSTRUCTION METHODS FOR STORM INLETS AND GRATES SHALL CONFORM TO SECTION 425, FDOT SPECIFICATIONS.

TYPE "C" AND "E" INLETS SHALL BE PER FDOT INDEX NO. 232. INLETS AND PAVED AREAS SHALL HAVE STEEL GRATES SUITABLE FOR HEAVY TRAFFIC AND BICYCLES. CAST IRON TRAFFIC GRATES IN ALL OTHER AREAS.

C. CONCRETE CURBING: THE CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS TO CONSTRUCT THE CONCRETE CURBING IN THE LOCATIONS SHOWN ON THE PLANS. ALL CURBING SHALL BE CONSTRUCTED PER FDOT INDEX NO. 300. MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO SECTION 520, FDOT SPECIFICATIONS. SUBGRADE UNDER ALL CURB AND GUTTER SHALL HAVE A MINIMUM LBR OF 40.

6. PAVEMENT IMPROVEMENTS: THE CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE ITEMS OF WORK FOR PAVING IMPROVEMENTS UNDER THIS SECTION AT THE LOCATIONS AND TO THE EXTENT SHOWN ON THE PLANS. PAVEMENT RESTORATION SHALL BE CONSTRUCTED AS SHOWN ON THE PLANS, AND IN ACCORDANCE WITH THESE SPECIFICATIONS, FDOT, AND COUNTY SPECIFICATIONS.

A. STABILIZED SUBGRADE SHALL HAVE A MINIMUM LBR RATIO OF 40, AND MINIMUM DENSITIES SHALL BE 98% OF MAXIMUM AS DETERMINED BY THE AASHTO T–180 METHOD
C. MATERIALS AND CONSTRUCTION METHODS SHALL BE FURNISHED BY THE CONTRACTOR, AND CONFORM TO SECTION 160, FDOT SPECIFICATIONS FOR TYPE C STABILIZATION AND PAID FOR AS PART OF THE WORK UNDER THIS SECTION. COMPACTED SUBGRADE WITHIN THE LIMITS SHOWN FOR THE PROPOSED PAVEMENT SHALL BE 12 INCHES IN THICKNESS. STABILIZED SUBGRADE SHALL EXTEND 6 INCHES BEYOND THE EDGE OF THE BASE COURSE.

7. CONCRETE NOTES: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE INDEPENDENT TESTING LABORATORY DESIGNATED BY THE OWNER, THE TESTING AND RETESTING NECESSARY TO ASSURE THE WORK HAS BEEN PERFORMED TO STRICT COMPLIANCE WITH THE SPECIFICATIONS. COST FOR THE INITIAL TESTING SHALL BE BORNE BY THE CONTRACTOR. ANY RETESTS REQUIRED DUE TO FAILURE TO MEET THE MINIMUM REQUIREMENTS SHALL BE PERFORMED AT THE EXPENSE OF THE CONTRACTOR. MINIMUM TESTING DETERMINATION FOR ALL ITEMS OF WORK UNDER CONCRETE AREA SHALL BE AS FOLLOWS:

	FLORIDA SOIL		
ITEM	BEARING VALUE	DENSITY	THICKNESS
SUBGRADE	500*	500*	100*
CONCRETE	---	---	200*

*=MAXIMUM SPACING SHOWN IN FEET. ALL TESTING SHALL BE TAKEN IN A STAGGERED SAMPLING PATTERN FROM A POINT 12 INCHES INSIDE THE FIRST EDGE, TO THE CENTER, TO A POINT 12 INCHES INSIDE THE RIGHT EDGE OF THE ITEM TESTED.

ADDITIONAL TESTS MAY BE REQUIRED FOR THE DRIVEWAY CONSTRUCTION OR AT MORE FREQUENT INTERVALS AS DEEMED NECESSARY BY THE ENGINEER.

8. PAVEMENT MARKINGS: THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR REQUIRED TO COMPLETE THE PROJECT WORK IN THIS SECTION. MATERIALS AND CONSTRUCTION METHODS FOR APPLYING PAINTED TRAFFIC STRIPES AND MARKINGS, COMPLETE WITH REFLECTIVE GLASS SPHERES, SHALL CONFORM TO THE REQUIREMENTS OF SECTION 710, FDOT SPECIFICATIONS. TRAFFIC PAINT SHALL BE APPLIED IN ALL LOCATIONS SHOWN ON THE PLANS.

9. SIGNAGE: THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR NEEDED, INCLUDING ALL SUPPORTING ELEMENTS, TO INSTALL SIGNS AT THE LOCATIONS SHOWN ON THE PLANS. MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO SECTION 700, FDOT SPECIFICATIONS, STOP SIGNS ARE TO BE HIGH INTENSITY REFERENCE PER FDOT STANDARDS, COUNTY SPECIFICATIONS AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

10. EROSION CONTROL: THE CONTRACTOR SHALL TAKE SUFFICIENT PRECAUTIONS TO PREVENT WATER POLLUTION WITH AQUATIC WEEDS, FUELS, OILS, BITUMINOUS, CALCIUM CHLORIDE OR OTHER HARMFUL MATERIALS. ALSO, HE SHALL CONDUCT AND SCHEDULE HIS OPERATIONS SO AS TO AVOID POLLUTION OR SILTATION OF WATER BODIES OR TO INTERFERE WITH INDIGENOUS WILDLIFE. THE INSTALLATION OF TEMPORARY EROSION AND POLLUTION CONTROL FEATURES SHALL BE COORDINATED WITH THE CONSTRUCTION OF THE PERMANENT EROSION CONTROL FEATURES TO THE EXTENT FEASIBLE AND NECESSARY TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL OF EROSION AND WATER POLLUTION THROUGHOUT THE LIFE OF THE CONTRACT. ANY EROSION OR SHOALING SHALL BE CORRECTED BY THE CONTRACTOR AT HIS EXPENSES.

DUE TO UNANTICIPATED CONDITIONS, THE ENGINEER MAY DIRECT THE USE OF CONTROL FEATURES OR METHODS OTHER THAN THOSE INCLUDED IN THE ORIGINAL CONTRACT. IN SUCH EVENT THIS ADDITIONAL WORK WILL BE PAID FOR AS UNFORESEEABLE WORK.

ARGENTINE BAHIA SOD SHALL BE PROVIDED AS SHOWN ON THE PLANS, INCLUDING BUT NOT LIMITED TO, ALL DISTURBED AREAS. MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE REQUIREMENTS FOUND IN LANDSCAPE ARCHITECT'S SPECIFICATIONS.

11. POLLUTION CONTROL: WATER POLLUTION AND TURBIDITY CONTROL SHALL BE REQUIRED BY THE CONTRACTOR IN ACCORDANCE WITH THE DEPARTMENT OF ENVIRONMENTAL REGULATION STANDARDS, LOCAL REGULATIONS AND SECTION 104, FDOT REQUIREMENTS INCLUDING BUT NOT LIMITED TO ONE OR MORE OF THE FOLLOWING OPTIONS: SHEETPILE OR EARTH COFFERDAM, HAY BALES, SEDIMENT BASIN, SILT FENCE OR TURBIDITY BARRIER. EXCAVATED MATERIAL SHALL NOT BE DEPOSITED IN CANALS, OR IN A POSITION CLOSE ENOUGH THERETO, TO BE WASHED AWAY BY HIGH WATER OR RUNOFF.

WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE LOCAL UTILITIES AUTHORITY.
2. WATER MAIN WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C–900 OR C–905, PRESSURE CLASS 150, DR (18). WATER MAIN WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C–901 OR C–906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 9.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI A–21.51 OR AWWA C–151, AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE, ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THIN WIRE.
5. FITTINGS SHALL BE CAST OR DUCTILE IRON, CONFORMING TO AWWA C–110 AND ANSI A21.11, CLASS 250 MINIMUM, CEMENT LINED, AND SEAL COATED.
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KE

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Development Review & Design Review - Home 2 Suites

NOTICES PROVIDED PURSUANT TO: 22-143

NOTICE BY NEWSPAPER: 10-6-2019

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon C. Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 10-9-2019

Treasure Coast Newspapers

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St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Piercein 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.

October 6, 2019

Subscribed and sworn to before on October 7, 2019:

Tara Mondloch
Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $95.16
Ad No: 0003824123
Customer No: 1330884
PO #:

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINC

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, October 21, 2019 hold Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval an application for Site Plan and Design Review submitted by property owner, Premier Hospitality, Inc, & applicant/representative Richard Laventure of Laventure & Associates, Inc to construct a 58,083 square foot, 4 Story, 95 room Hotel at 6505 Metal Drive, Fort Pierce, FL. The property is zoned General Commercial (C-3). Parcel ID: 2402-501-0001-010-8.

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

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

/s/ Linda W. Cox, City Clerk
Publish: 10/6/19
TCN3824123

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

Meeting Date: 10/21/2019

Re: Conditional Use - Single Family Home - 1814 Surfside Drive

SUBJECT:

Quasi Judicial Hearing - Review and approval of an application for Conditional Use with New Construction and Design Review submitted by the Property Owner, Surfside Equities, LLC, & Representative, Braden & Braden, to construct a single-family home seaward (east) of the Coastal Construction Control Line (CCCL), located at 1814 Surfside Drive in Fort Pierce, FL. The property is zoned Single-Family Low Density (R-1) Parcel ID: 2412-501-0124-000-4.

SUMMARY:

- In accordance with Sections 22-59, 22-66 and 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with New Construction and Design Review for a single-family home seaward of the Coastal Construction Control Line (CCCL).
- The proposed single-family home is located at 1814 Surfside Drive and is owned by Surfside Equities, LLC. The subject property has a Future Land Use designation of Low Density Residential (RL) with a compatible zoning classification of Single-Family Low Density Residential (R-1). The properties to the north and south are also zoned R-1. To the west, the property is zoned Single Family Intermediate Density (R-2) and to the east is the Atlantic Ocean.
- As the site is seaward of the CCCL, the proposed construction requires a Conditional Use Approval by the City of Fort Pierce City Commission prior to review for permitting by both the City and the Florida Department of Environmental Protection (FDEP).
- The home will have a total square footage of 3,907 square feet. The proposed height of the structure is 28 feet above the FEMA Based Flood Elevation and 32.7 feet above existing grade.
- At their meeting on September 17, 2019 the Planning Board voted 6-0 to recommend approval of the request as presented.
- 36 letters were mailed to property owners within 500 feet of the subject property.

RECOMMENDATION:

Approval

ALTERNATIVES:

Approve with Alternate Conditions
Disapprove

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report & Supporting Documents
Applicant Packet & Supporting Documents
Affidavit of Notification & Mailing
Applicant Resumes
Public Notification Certification
Proof of Publication

Form Review

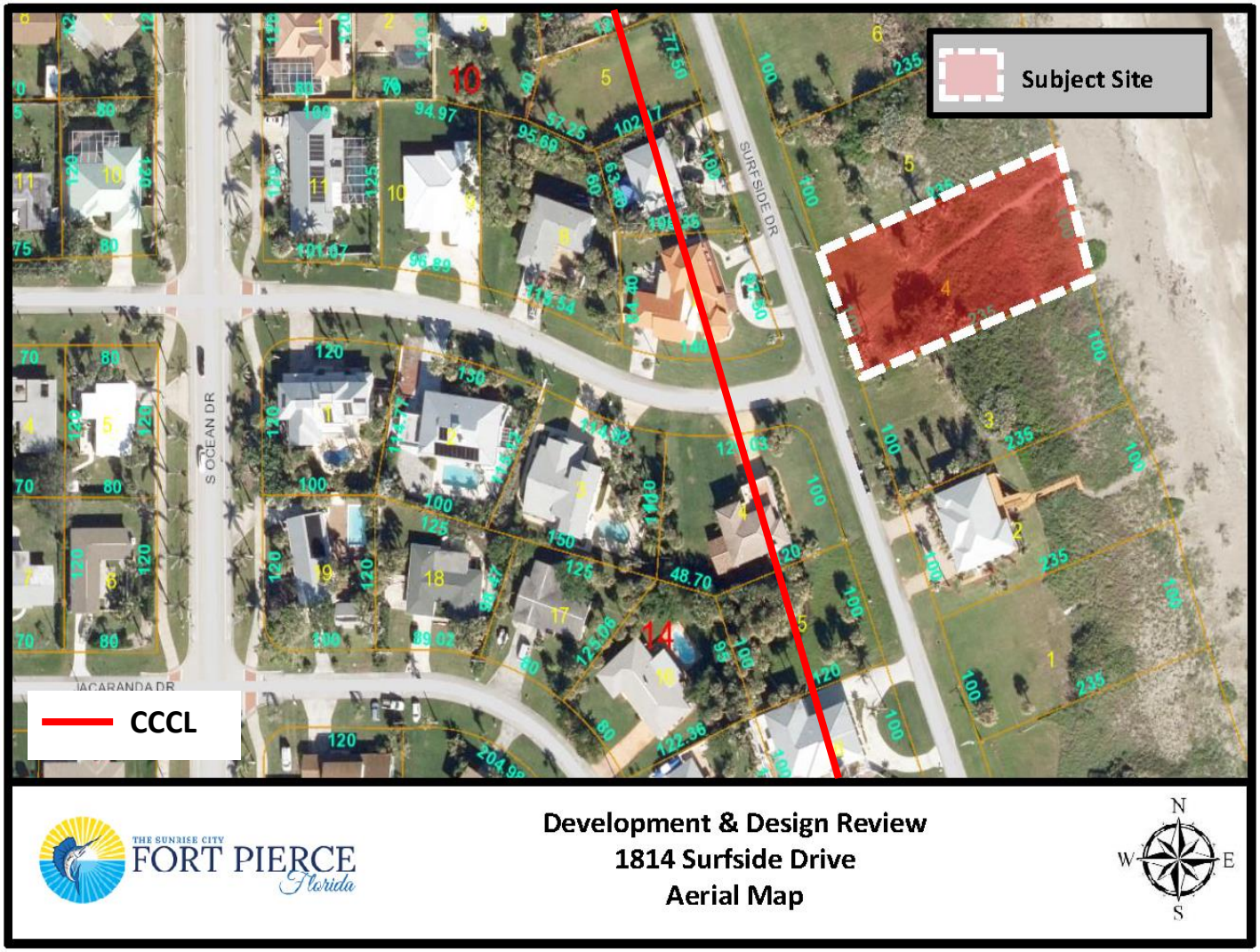
Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/10/2019 08:50 AM

Form Started By: Brandon Creagan
Started On: 10/09/2019 12:50 PM
Final Approval Date: 10/10/2019

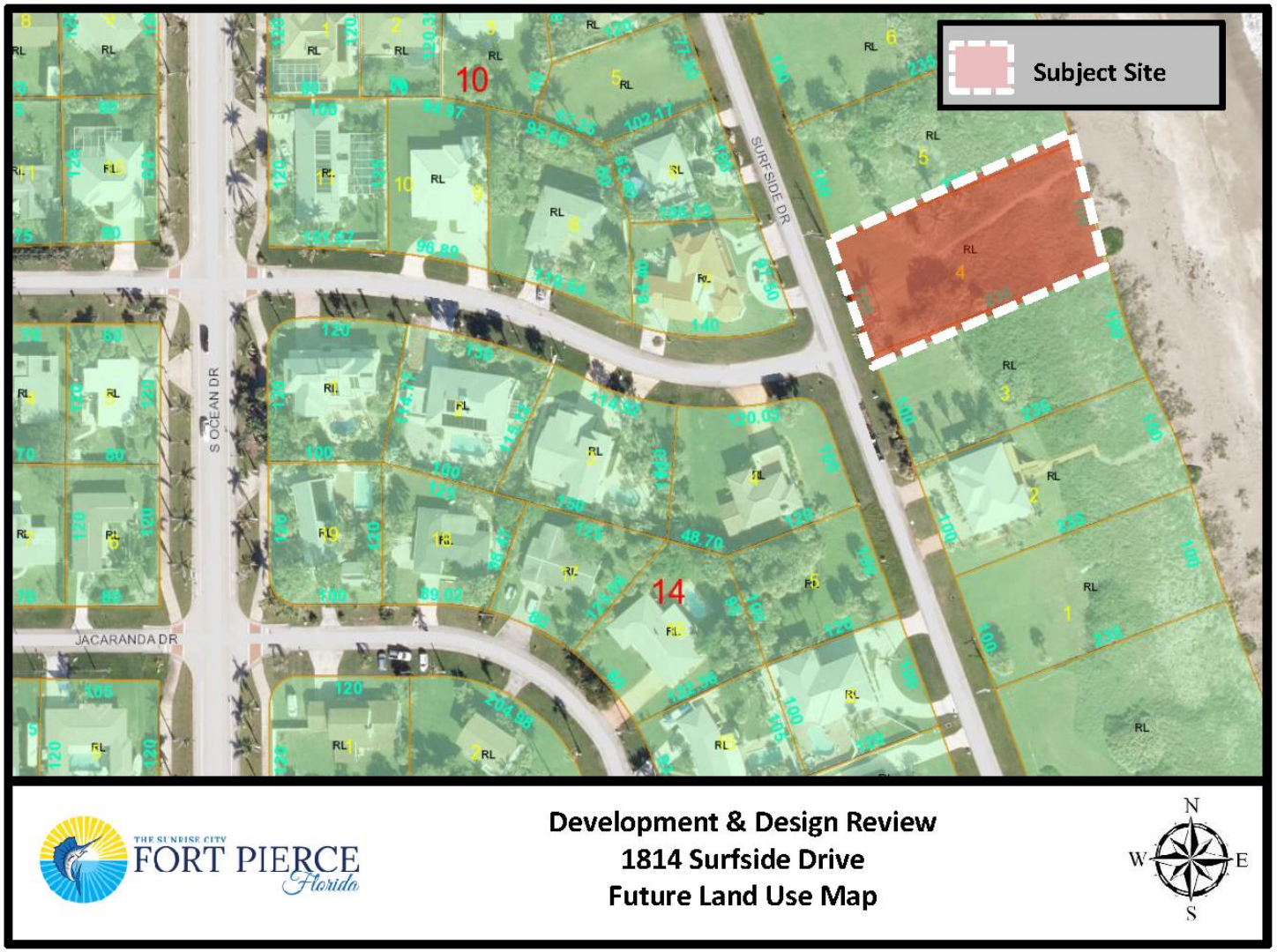
Surfside Equities
Conditional Use with New Construction & Design Review

1814 Surfside Drive

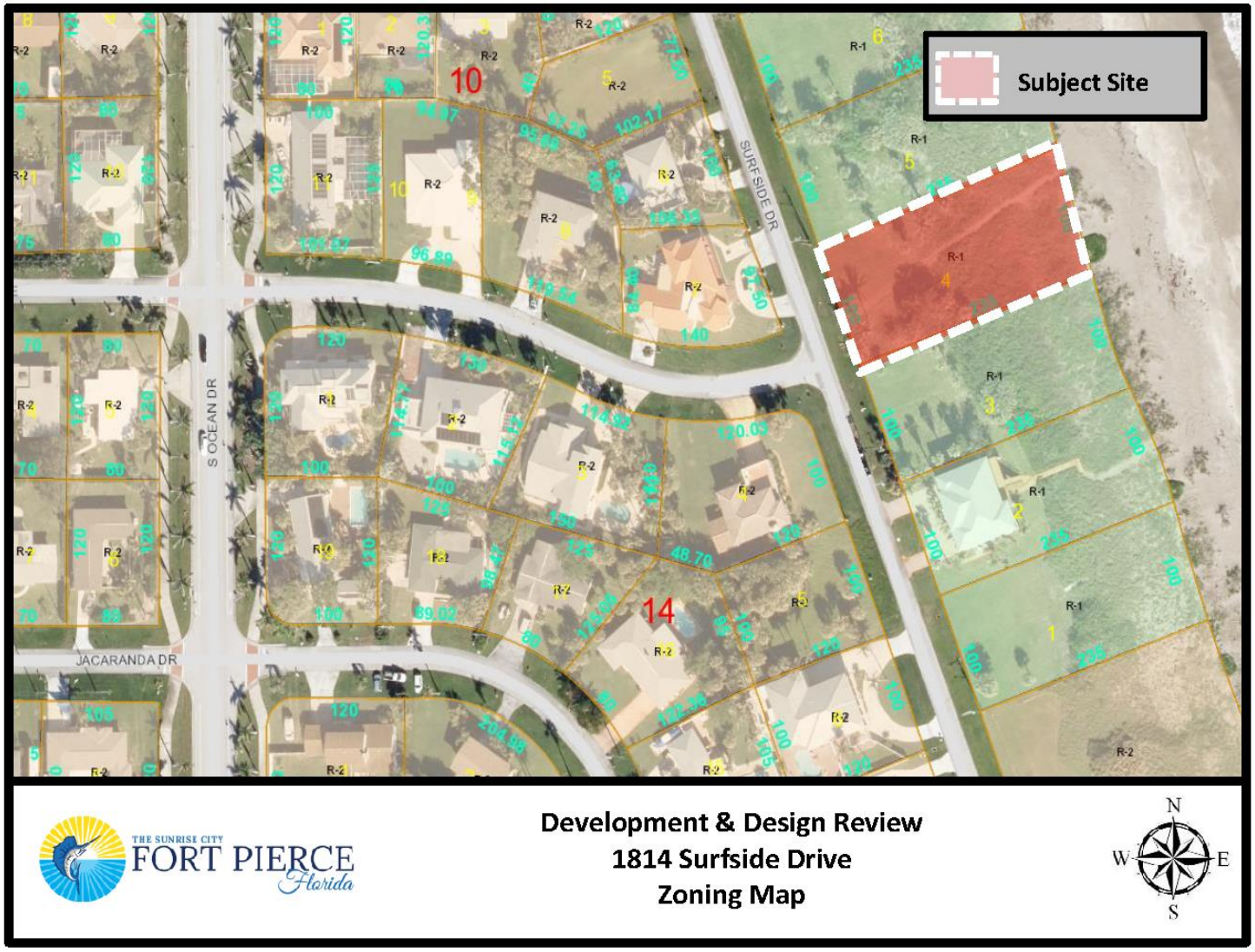
Site Map


Subject Site
CCCL
S OCEAN DR
SURFSIDE DR
JACARANDA DR
THE SUNRISE CITY
FORT PIERCE
Florida
Development & Design Review
1814 Surfside Drive
Aerial Map
N
W
E
S

Future Land Use Map



Zoning Map


Subject Site
SURFSIDE DR
S OCEAN DR
JACARANDA DR
R-1
R-2
10
14
THE SUNRISE CITY
FORT PIERCE
Florida
Development & Design Review
1814 Surfside Drive
Zoning Map
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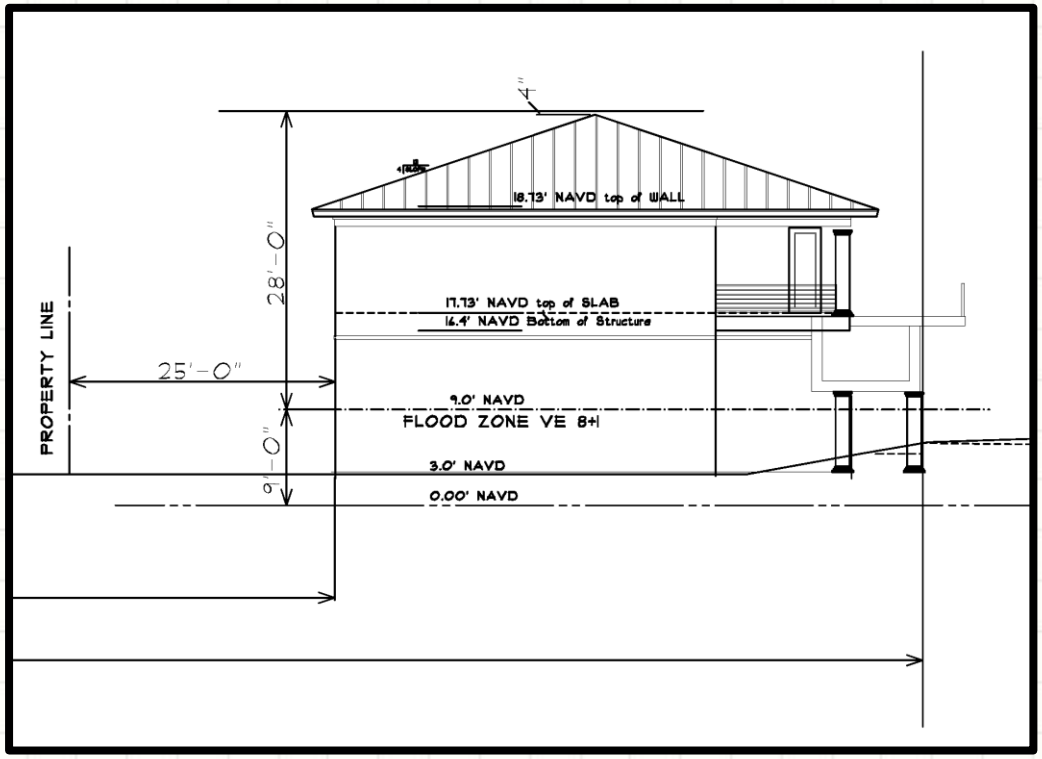
Conditional Use & Design Review

Conditional Use with Design Review for the construction of a single-family home seaward of the Costal Construction Control Line (CCCL).

- Staff recommends **Approval** of the request
  - ❑ Consistent with the City Code & the Comprehensive Plan.
  - ❑ Does not adversely affect the public health, safety, convenience and general welfare.
  - ❑ As proposed will not cause an adverse effect to the dune system.
  - ❑ The Planning Board recommends approval

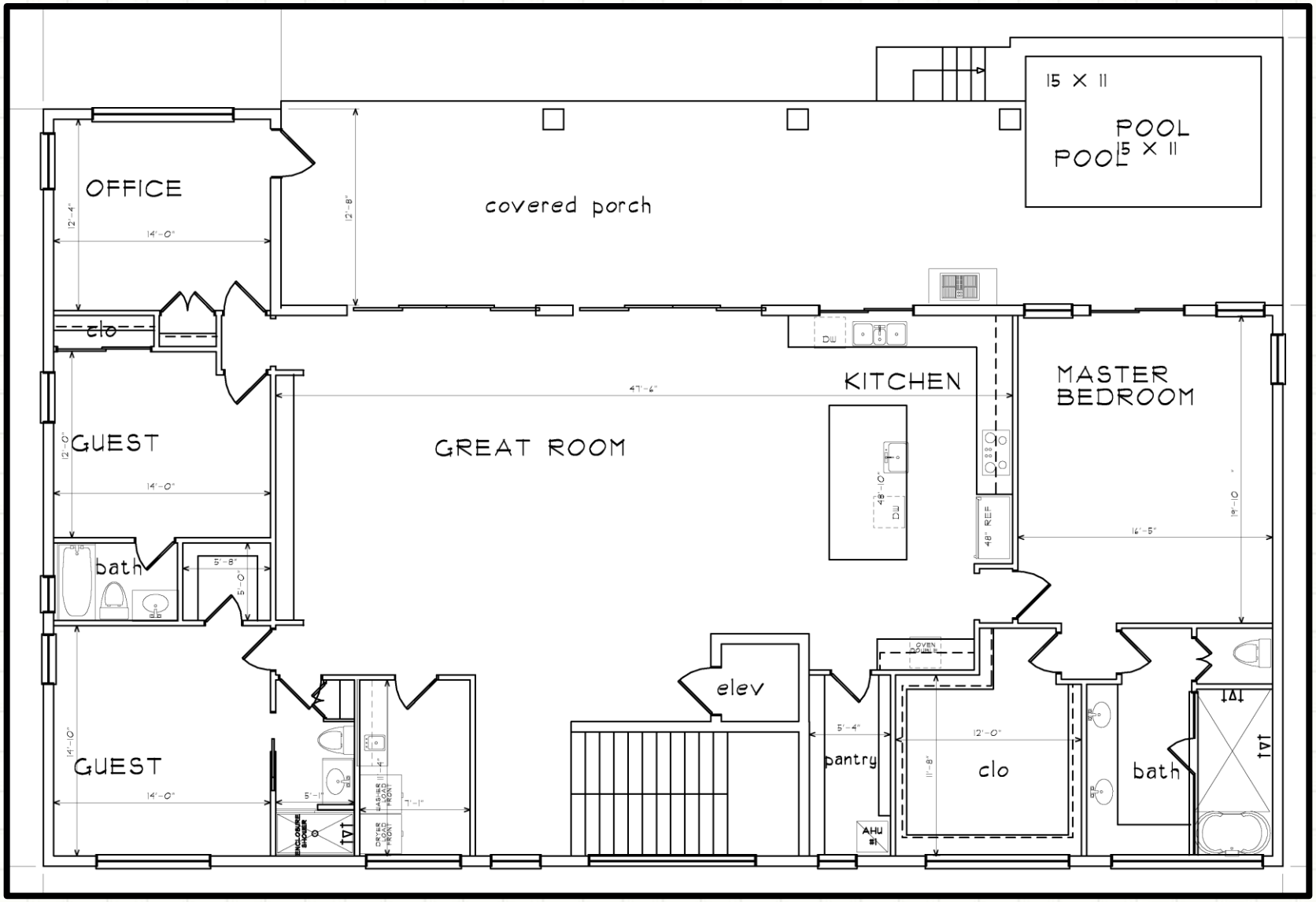
South Beach Overlay District Height Requirement



- City Code Section 22-16 (3) (b.) specifies that the maximum allowable height for a single-family home in the R1 district is 28 feet. The height of a structure may extend up to 35 feet with a Conditional Use approval.

- The home has been designated at a maximum height of 28 feet. Hight in the South Beach Overlay District is measured from FEMA based Flood Elevation and not from existing grade

Floor Plan


15 X 11
POOL
POOL
15 X 11
OFFICE
covered porch
clo
KITCHEN
MASTER
BEDROOM
GUEST
GREAT ROOM
bath
elev
pantry
clo
bath
GUEST
AHU

Design Review

Staff Recommendation

Staff recommends **APPROVAL** of the request with one condition.

1. Prior to construction activities the applicant shall obtain approval from the FDEP for construction activities seaward of the Coastal Construction Control Line.

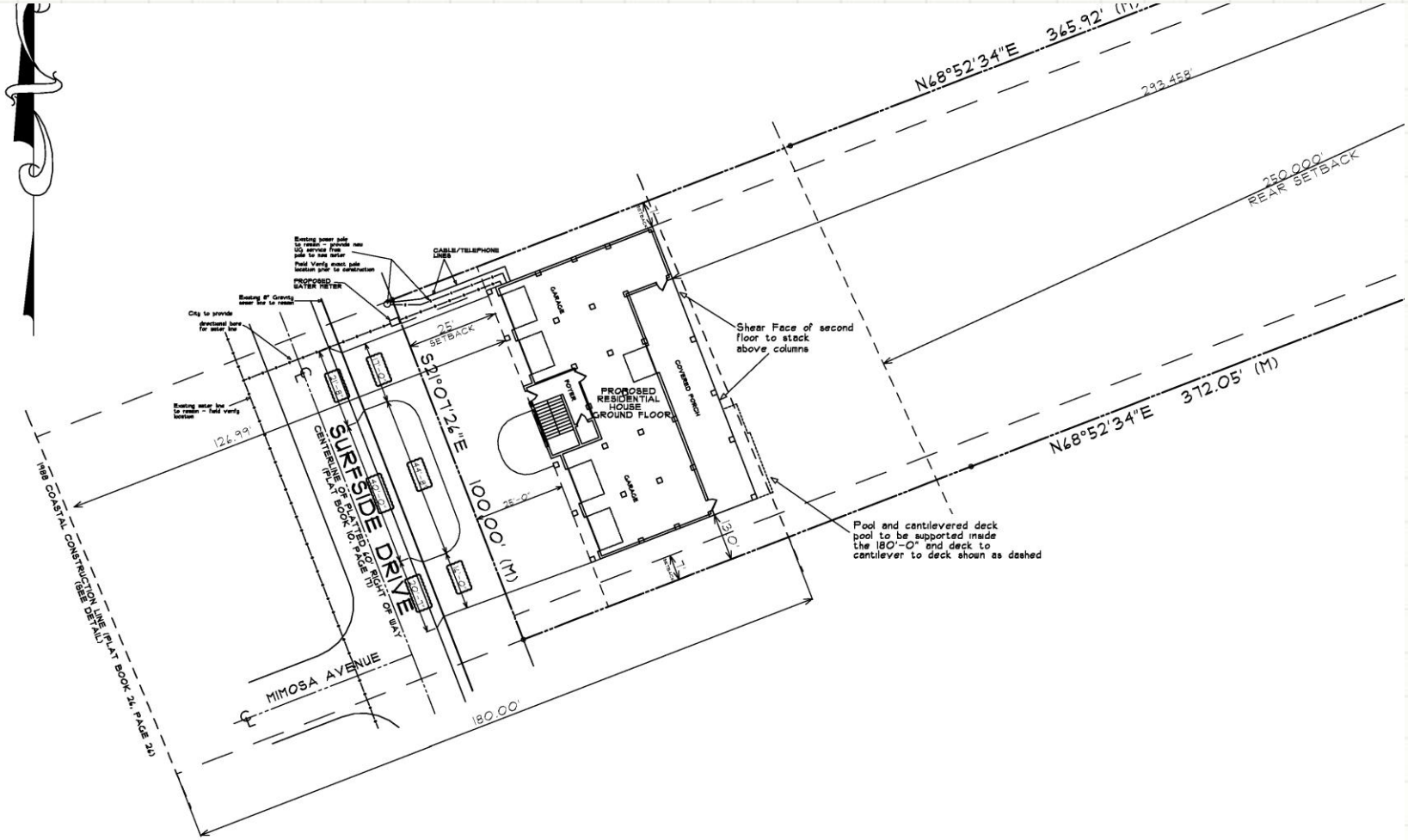
CC Recommendations (Conditional Use & Design Review)

Possible actions of the City Commission:

- **APPROVE** the proposed Conditional Use & Design Review with no changes
    - Staff recommends approval of the request with one condition.
    - Planning Board voted 6-0 to recommend approval
- **APPROVAE** the proposed Conditional Use & Design Review with changes.
- **DISAPPROVE** the proposed Conditional Use & Design Review.

Surfside Equities Conditional Use with New Construction & Design Review

1814 Surfside Drive



SITE PLAN

Scale 1:20

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, P.E., City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Conditional Use with New Construction and Design Review**
Coastal Construction Control Line (CCCL)
1814 Surfside Drive

BOARD DATE: October 21, 2019

STAFF REPORT

Property Owner: Surfside Equities, LLC
2835 Donnell Street
Baltimore, MD 21221

Representative: Braden & Braden
417 Coconut Avenue
Stuart, FL 34996

Requested Action: Approval with Conditions of a Conditional Use with New Construction and Design Review for a single-family home seaward of the Coastal Construction Control Line (CCCL)

Site Location: 1814 Surfside Drive

Parcel ID: 2412-501-0124-000-4

Parcel Size: .54 Acres

Current Zoning: R-1, Single Family Low Density

Future Land Use: RL, Low Density Residential

Surrounding Zoning

North	East	South	West
R-1	Ocean	R-1	R-2

Staff Analysis:

In accordance with Sections 22-59, 22-66 and 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with New Construction and Design Review for a single-family home seaward of the Coastal Construction Control Line (CCCL).

The proposed single-family home is located at 1814 Surfside Drive and is owned by Surfside Equities, LLC. The subject property has a Future Land Use designation of Low Density Residential (RL) with a compatible zoning classification of Single-Family Low Density Residential (R-1). The properties to the north and south are also zoned R-1. To the west, the property is zoned Single Family Intermediate Density (R-2) and to the east is the Atlantic Ocean.

As the site is seaward of the CCCL, the proposed construction requires a Conditional Use Approval by the City of Fort Pierce City Commission prior to review for permitting by both the City and the Florida Department of Environmental Protection (FDEP). The FDEP regulates construction eastward of the CCCL under the established State coastal construction guidelines. The FDEP defines the CCCL as portions of beaches and dune systems subject to severe fluctuations based on a 100-year storm event. The FDEP further guides that the CCCL is not a seaward limit for construction of upland structures (as in a setback line) but rather the CCCL delineates the inland limit of areas where special siting and design considerations are necessary to protect the beach-dune system and to protect proposed and existing structures, adjacent properties, and the preservation of public beach access.

Design Review

Design & Height

The home will have a total square footage of 3,907 square feet. The proposed height of the structure is 28 feet above the FEMA Based Flood Elevation and 32.7 feet above existing grade. In the South Beach Overlay District, the height of a structure is not determined by measurement from existing grade, but rather from the FEMA Base Flood Elevation. City Code 22-16(a)(3)b guides that structures in the R-1 zoning district can be built up to 28 feet from the FEMA Based Flood Elevation. This proposed home is exactly 28 feet from the FEMA Based Food Elevation and complies with the provision in the code that regulates height in the South Beach Overlay District. Additionally, the proposed single-family home also complies with the setback provisions as stipulated in City Code 22-24(b)(2).

The structure meets the design review standards of City Code 22-59 with regards to the purpose and intent of the code. The intent of the code provided in section 22-59(b) states that "The intent of the city's design review process is not to stifle innovative architecture but rather to assure respect for and reduce incompatible and adverse impacts on the visual experience throughout the city". The proposed structure meets the purpose of the code as the overall design seeks to minimize the impacts to the surrounding neighborhood as well as the impacts to the environment. The applicant has expressed that the design of the structure will not detract from the built environment but will instead blend in with the surrounding build environment. Although there are no additional design standards in the South Beach Overlay for single family homes, the design chosen mimics the styles of similar homes in the area.

Lighting & Landscaping

The proposed beachside lighting shall be in full compliance with City Code 5-375 (Lighting on the Beach). City Code section 5-375 provides for the protection of sea turtles and sea turtle hatchlings regarding lights effect on the ability of sea turtles to reach the ocean. Any light that can be seen from the beach has the potential of disorienting sea turtles and preventing them from reaching the shoreline. The Code specifies that lighting shall be mounted as low as possible and shall be shielded. These two specifications help to prevent visible light from the beach. The applicant has provided a lighting plan in compliance with City Code 5-375. The applicant has also provided a landscape plan that complies with City Code 22-186, Single-Family dwelling units and duplexes that requires, among other things, that four trees shall be planted on site.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed Conditional Use application with New Construction and Design Review seaward of the CCCL based on compliance with the requirements of the City Code and Comprehensive Plan. All comments received are attached for your review.

Planning Board:

At their meeting on September 17, 2019 the Planning Board voted 6-0 to recommend approval of the request as presented.

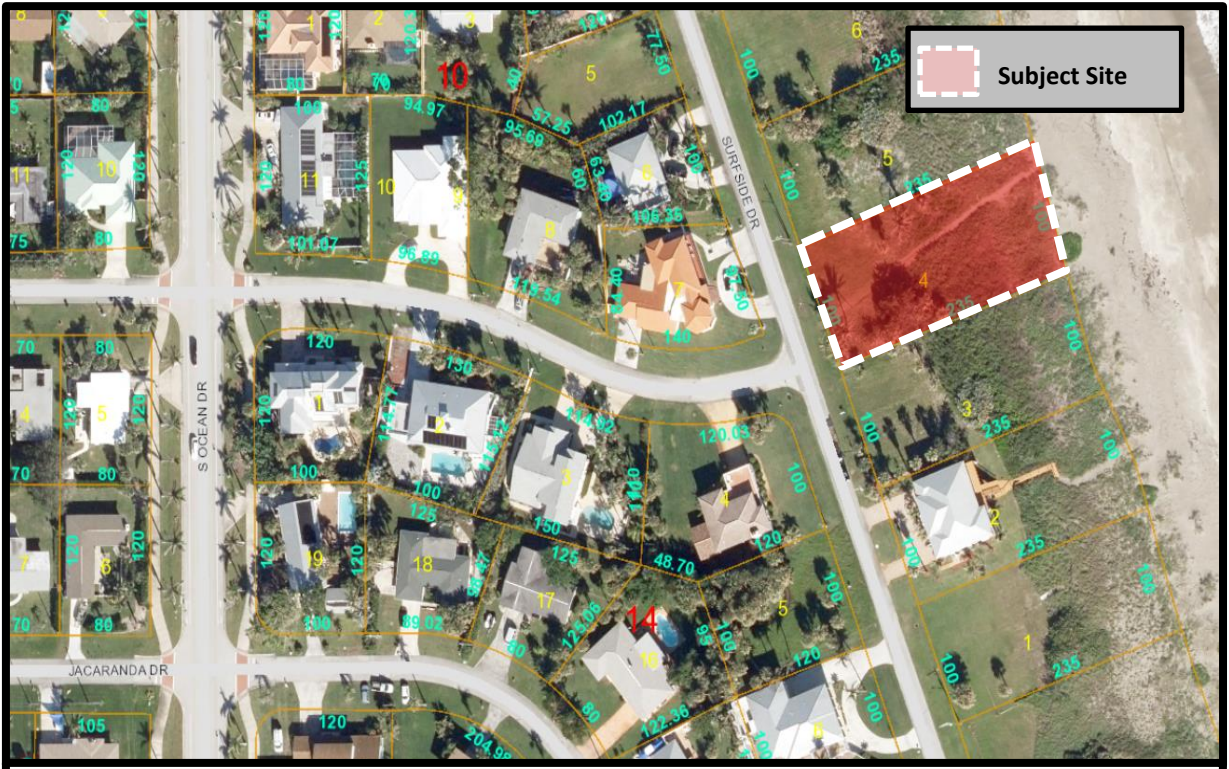
Public Notification:

36 letters were mailed to property owners within 500 feet of the subject property. As of October 9, 2019, no letters have been received, an update will be given at the City Commission meeting.

Staff Comments:

The proposed single-family home meets the requirements of the City Code and is in compliance with the City's Comprehensive plan. Staff recommends **approval** of the Conditional Use with New Construction and Design Review, seaward of the CCCL with the following condition:

1. Prior to construction activities the applicant shall obtain approval from the FDEP for construction activities seaward of the Coastal Construction Control Line.



THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
1814 Surfside Drive
Aerial Map

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THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
1814 Surfside Drive
Future Land Use Map

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THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
1814 Surfside Drive
Zoning Map

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

August 14, 2019

Braden & Braden
417 Coconut Avenue
Stuart, FL 34996

SUBJECT: **Surfside Equities – 1814 Surfside Drive**
TECHNICAL REVIEW PROJECT: # 19-04000011
DEVELOPMENT REVIEW (CONDITIONAL USE) & DESIGN REVIEW

Comments:

1. Submit a project narrative that explains the project along with a statement of ownership & control.
2. Submit a narrative as part of the Design Review application regarding how the chosen building design fits into the character of the surrounding area.
3. Submit a Warranty Deed as part of the requirement for the Development Review Application

Please provide a written response to all TRC comments by August 30, 2019. Any department that has recommended disapproval must have their comments satisfied and must give at least a recommendation of approval with conditions before the project can move to the Planning Board stage. Once the project is ready for the Planning Board stage you will need to submit ten (10) full complete hard copies & one (1) complete digital copy all previous submittal materials with any revisions reflected. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

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

RE : Single Family Home CU – 1814 Surfside Drive
TRC No. 19-04000011

DATE : August 14, 2019

This is to advise you that we have completed the review of the following documents as received by this office on August 2, 2019:

- [x] Conditional Use w/New Construction Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Conditional Use
- [ ] Building Permit
- [ ] C/O

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

- [x] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Revise the plans to include the applicable driveway widths 12-feet minimum and 26-feet maximum and driveway spacing of 40-feet.

JRA/VB/vb

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 8.15.19
Property Address: 241250101240004
Property Name: Single-Family Home
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☐ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☑ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☑ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☑ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Construction seaward of the CCCL shall be elevated on piles or columns to comply similar to V Zone
Requirements. DEP approval required.

Building Official's or Representative's Signature _____ Date: 8.13.19

Technical Review Committee meeting

August 15th, 2019

Case # 19-04000011

Conditional Use with new construction

Single family home 1814 Surfside Dr, FP

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

August 15, 2019

TECHNICAL REVIEW PROJECT # 19-04000011

Conditional Use with New Construction – Single Family Home – 2412-501-0124-000-4

Comments

FPUA W/WW Engineering: Approved as Noted: Wastewater service lateral for the property presently exists in the North West corner of the property. The plumber is responsible to contact Robert Eschmann @ (772) 466-1600 ext. 5520 to schedule a sewer tap inspection. The plumber must be present for the inspection with the connection fully exposed for inspection purposes. Ferncos are not allowed to be used for connection of private lateral to FPUA's point of service. Ensure that FPUA Detail S-4A is strictly adhered to when restoring the excavation after the inspection is complete.
Water Service must be applied for at FPUA's Customer Service building @ 206 South 6th Street. Service is contingent on payment of all applicable fees and costs associated with such request.

FPUA Electric & Gas Engineering: Approved - the point of service location is Pole - FPI #18777 / NW corner of property.

August 12th, 2019

Project:	**Conditional Use with New Construction Single Family Home**
Subject:	**SURVEY REVIEW**
To:	Brandon Creagan
From:	Rod Reed, PLS SLC-Engineering Division

All comments are based on the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 5J-17.050 thru 5J-17.052 Florida Administrative Code, pursuant to current Section 472.027, Florida Statutes.

SURVEY:

1) I have reviewed this survey for compliance to the Standards of Practice. I have no comments.
2) Advisory Comment: Be advised that the survey will need to comply with DNR survey requirements. Some of the items that are lacking is to contour the site, elevation 0 and the seasonal high water line to name a few. You can download their requirements from their website.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org

Ph. (772) 462-1721
E-mail reedr@stlucieco.org

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location 1814 SURFSIDE DRIVE, FT. PIERCE, FL

Parcel ID #(s) 2412-501-0124-000/4

Project description NEW SINGLE FAMILY HOME (PAST CLCL + [illegible])

Property Owner(s)
SURFSIDE EQUITIES, LLC

Street Address
2835 O DONNELL ST. #100

City State Zip
BALTIMORE MD 21224

Phone Number
TOM@SOUTHFLORIDASIPS.COM

Email Address

Applicant/Representative, Title, Company
Braden & Braden

Street Address
417 Coconut Ave

City State Zip
Stuart FL 34994

Phone Number
braden3jd@Comcast.net

Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY Martin

The foregoing instrument was acknowledged before me this 15 day of June, 2019 by

Jesse Thomas Bowling III who is personally known to me or has produced

MD drivers license as identification.

Signature of Notary

SUSAN SLACK
Notary Public - State of Florida
Commission # GG 301352
My Comm. Expires Mar 5, 2023
Bonded through National Notary Assn.
(Seal)

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

☒ DEVELOPMENT REVIEW

General Information

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

Choose Application Type:

Application Type		
❑ Site Plan	☒ Conditional Use with New Const.	❑ Major Amendment
❑ Conceptual Development Plan		❑ Minor Amendment

Site Information:

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units: 1

3907 sq. ft.

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

North	South	East	West

Application Outlook

Pre-Application Meeting
Wednesday Afternoons

↓

Application Intake Meeting
Call to schedule

↓

Technical Review Committee
3rd Thursday

↓

Planning Board
2nd Tuesday

↓

City Commission
1st & 3rd Monday

Braden

Site Plan submittal requirements:

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

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Design Review

Property address or Location 1814 Surfside Dr. Ft. Pierce, FL
Parcel ID #(s) 2412-501-0124-0014
Project Description NEW SINGLE FAMILY RESIDENCE

SURFSIDE EQUITIES LLC
Property Owner(s)
28350 O'DONNELL ST. #100
Street Address
Baltimore MD 21221
City State Zip
(410) 982-1170
Phone Number
tom@SouthFloridaSips.com
Email Address

DON BRADEN / BRADEN & BRADEN A.I.A.
Applicant/Representative, Title, Company
417 SE COCONUT AVE
Street Address
STUART FL 34996
City State Zip
(772) 287-8258
Phone Number
bradenaia@comcast.net
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 Application (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- FL COUNTY Monroe
The foregoing instrument was acknowledged before me this 18 day of July, 2019, by Jesse Thomas Dowling III who is personally known to me or has produced Driver License as identification.

Eric Lee Freundlich
Signature of Notary

NOTARY PUBLIC STATE OF FLORIDA
ERIC LEE FREUNDLICH
Commission # GG 208819
Expires April 18, 2022
Bonded Thru Budget Notary Services

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic Districts	Historic Designation

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit _____
Intake Planner _____
Planner Assigned _____
Approved _____ Date _____
Comments _____

Intake Date Stamp

BRADEN & BRADEN, A. I. A., P. A.

Architects & Planners

417 COCONUT AVENUE, STUART, FLORIDA 34996
TELEPHONE: (772) 287-8258 FAX (772) 287-8283
#AAC-000032

August 28, 2019
City of Fort Pierce Board of Commissioners and the
City of Fort Pierce Planning Department

RE Developmental Review (Conditional Use)
1814 Surfside Dr.
Technical Review Project #19-04000011

To whom it may concern,

We are presenting you with the following on behalf of Surfside Equities LLC with full support of Thomas Dowling the President. The proposed project is a single family residence consisting of one single story residence. This residence is located east of the Coastal Construction line and is seeking a conditional use permit to allow for construction of that residence since the current coastal construction line is west of Surfside Drive making the lot otherwise unbuildable.

In regards to aesthetics, the proposed residence shall be elevated on columns to achieve compliance with the required minimum flood zone height as well as pilings and grade beams for its foundation as it is on the beach. The proposed residence has a similar style of Architecture to the neighborhood by its building shape, its proposed height, its scale as well as general roof shape as shown in the accompanying images. It also uses typical stucco finish with a metal roof consistent with other residences on this street. If you have any questions feel free to call me at 772-287-8258.

Sincerely,

Daniel R. Braden AIA
Braden & Braden AIA PA

BRADEN & BRADEN, A. I. A., P. A.

Architects & Planners

417 COCONUT AVENUE, STUART, FLORIDA 34996
TELEPHONE: (772) 287-8258 FAX (772) 287-8283
#AAC-0000032

August 28, 2019
City of Fort Pierce Board of Commissioners and the
City of Fort Pierce Planning Department

RE Developmental Review (Conditional Use)
1814 Surfside Dr.
Technical Review Project #19-04000011

To whom it may concern,

The following revisions have made based on the TRC boards comments:

- The driveway dimensions have been revised and shown on sheet 1 in response to engineering's comments.

If you have any questions feel free to call me at 772-287-8258.

Sincerely,

Chris Urban
Project Manager
Braden & Braden AIA PA

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4518865 OR BOOK 4221 PAGE 2051, Recorded 01/10/2019 10:17:26 AM Doc Tax: $4095.00

Property Control Number: 2412-501-0124-000-4

WARRANTY DEED

THIS WARRANTY DEED made this 18 day of December, 2018.

STEVEN PETER ABRAHAMSON, a single person

whose post office address is: 16042 East Tombstone Ave, Fountain Hills, AZ 85268

hereafter called the Grantor, to

SURFSIDE EQUITIES, LLC, a Florida Limited Liability Company

whose post office address is: 2835 O'Donnell Street, Suite 1001, Baltimore, MD 21224

hereafter called the Grantee,

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporation).

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in St. Lucie County, Florida, to wit:

Lot 4, Block 11, of SURFSIDE UNIT ONE, according to the plat thereof, as recorded in Plat Book 10, Page 17, of the Public Records of St. Lucie County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Subject to conditions, reservations, restrictions and easements of record, provided that this instrument shall not re-impose same.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey the land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful

claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESS - SIGNATURE

PRINT: Karen Brown

WITNESS - SIGNATURE

PRINT: Angela Garza

STEVEN PETER ABRAHAMSON

STATE OF ARIZONA

COUNTY OF MARICOPA

THE FOREGOING INSTRUMENT was acknowledged before me this 18th day of December, 2018 by STEVEN PETER ABRAHAMSON who is ☒ personally known to me or who has ☐ produced _____ as identification and who did/did not take an oath.

NOTARY:

SIGNATURE:

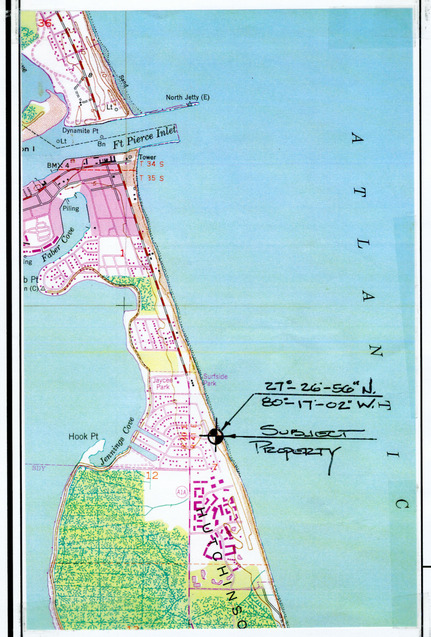
PRINT: JEANETTE HERMANN

MY COMMISSION EXPIRES:

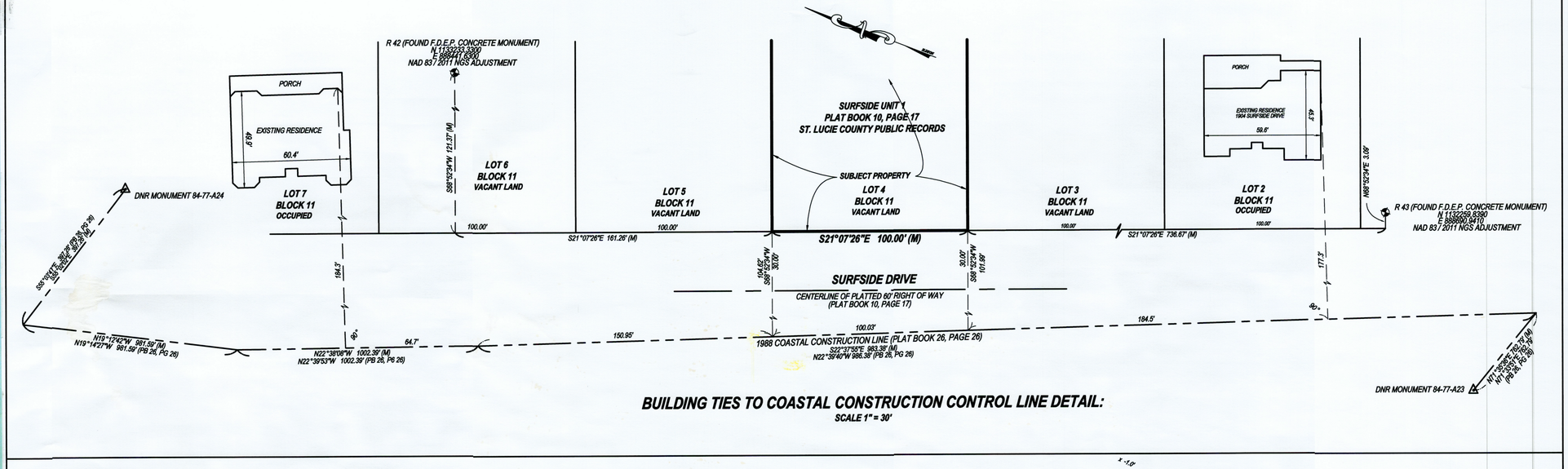
7-25-2020

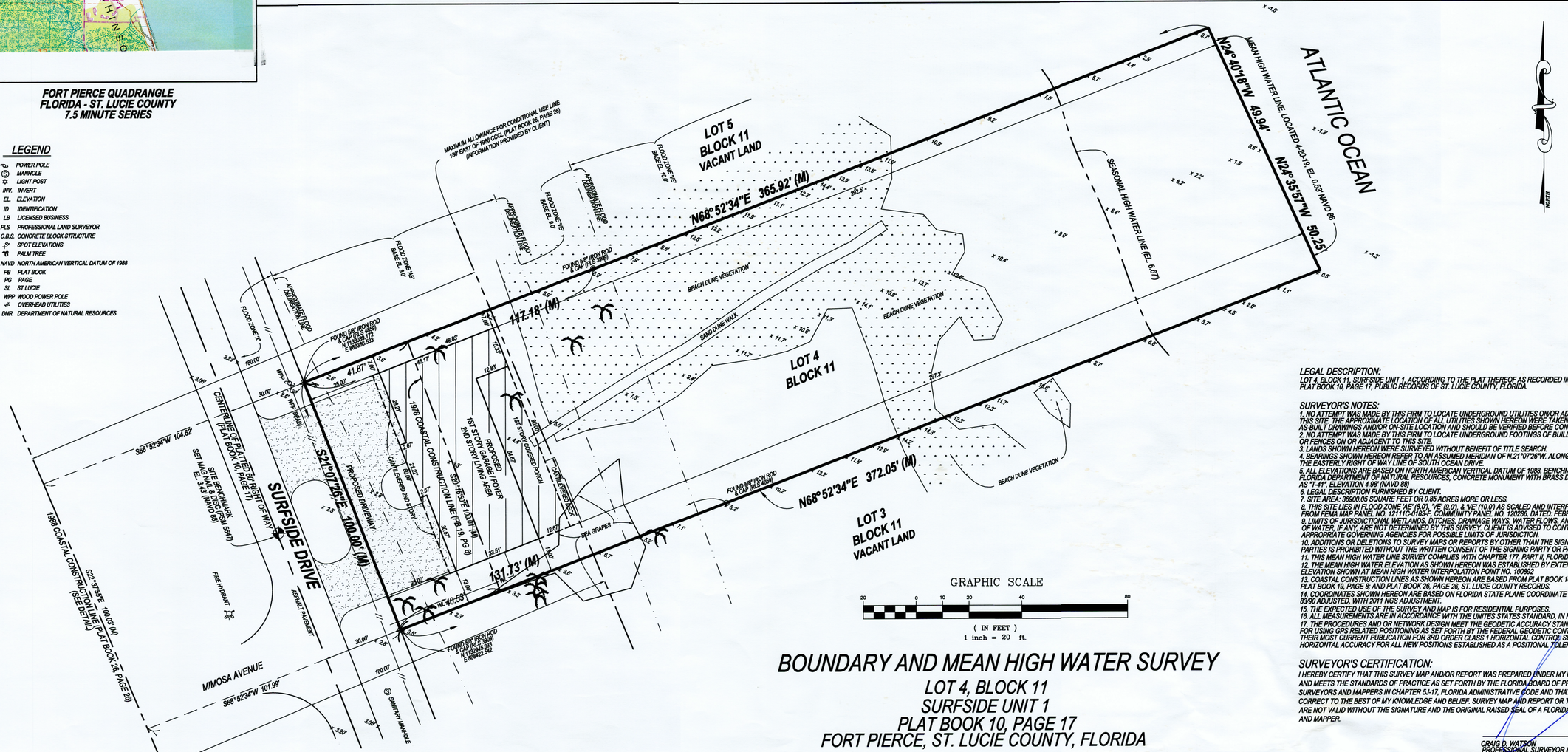
Jeanette Hermann
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-25-2020

Prepared by and return to:
Garry M. Glickman, Esquire
Glickman, Witters and Marell, P.A.
1601 Forum Place Ste. 1101
West Palm Beach, Florida 33401



FORT PIERCE QUADRANGLE
FLORIDA - ST. LUCIE COUNTY
7.5 MINUTE SERIES





BOUNDARY AND MEAN HIGH WATER SURVEY

LOT 4, BLOCK 11
SURFSIDE UNIT 1
PLAT BOOK 10, PAGE 17
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

LEGEND

- ⌀ POWER POLE
- Ⓜ MANHOLE
- ☼ LIGHT POST
- INV. INVERT
- EL. ELEVATION
- ID IDENTIFICATION
- LB LICENSED BUSINESS
- PLS PROFESSIONAL LAND SURVEYOR
- C.B.S. CONCRETE BLOCK STRUCTURE
- SPOT ELEVATIONS
- PALM TREE
- NAVD NORTH AMERICAN VERTICAL DATUM OF 1988
- PB PLAT BOOK
- PG PAGE
- St. LUCIE
- WPP WOOD POWER POLE
- -/- OVERHEAD UTILITIES
- DNR DEPARTMENT OF NATURAL RESOURCES

LEGAL DESCRIPTION:
LOT 4, BLOCK 11, SURFSIDE UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SURVEYOR'S NOTES:
1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM AS-BUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. LANDS SHOWN HEREON WERE SURVEYED WITHOUT BENEFIT OF TITLE SEARCH.
4. BEARINGS SHOWN HEREON REFER TO AN ASSUMED MERIDIAN OF N.21°07'26"W. ALONG THE EASTERLY RIGHT OF WAY LINE OF SOUTH OCEAN DRIVE.
5. ALL ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BENCHMARK REFERENCE: FLORIDA DEPARTMENT OF NATURAL RESOURCES, CONCRETE MONUMENT WITH BRASS DISK - STAMPED / DESIGNATED AS "T-41", ELEVATION 4.98' (NAVD 88)
6. LEGAL DESCRIPTION FURNISHED BY CLIENT.
7. SITE AREA: 36900.05 SQUARE FEET OR 0.85 ACRES MORE OR LESS.
8. THIS SITE LIES IN FLOOD ZONE "AE" (8.0'), "VE" (9.0') & "X" (10.0') AS SCALED AND INTERPOLATED FROM FEMA MAP PANEL NO. 12111C-0183-F, COMMUNITY PANEL NO. 120286, DATED: FEBRUARY 16, 2012.
9. LIMITS OF JURISDICTIONAL WETLANDS, DITCHES, DRAINAGE WAYS, WATER FLOWS, AND/OR BODIES OF WATER, IF ANY, ARE NOT DETERMINED BY THIS SURVEY. CLIENT IS ADVISED TO CONTACT APPROPRIATE GOVERNING AGENCIES FOR POSSIBLE LIMITS OF JURISDICTION.
10. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
11. THIS MEAN HIGH WATER LINE SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.
12. THE MEAN HIGH WATER ELEVATION AS SHOWN HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NO. 100892
13. COASTAL CONSTRUCTION LINES AS SHOWN HEREON ARE BASED FROM PLAT BOOK 16, PAGE 32; PLAT BOOK 19, PAGE 8; AND PLAT BOOK 26, PAGE 26, ST. LUCIE COUNTY RECORDS.
14. COORDINATES SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE. 8390 ADJUSTED, WITH 2011 NGS ADJUSTMENT.
15. THE EXPECTED USE OF THE SURVEY AND MAP IS FOR RESIDENTIAL PURPOSES.
16. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITES STATES STANDARD, IN FEET.
17. THE PROCEDURES AND OR NETWORK DESIGN MEET THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL SUB-COMMITTEE IN THEIR MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS 1 HORIZONTAL CONTROL SURVEY OR PROVIDE THE HORIZONTAL ACCURACY FOR ALL NEW POSITIONS ESTABLISHED AS A POSITIONAL TOLERANCE.

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CRAIG D. WATSON
PROFESSIONAL SURVEYOR & MAPPER
NO. 5647 STATE OF FLORIDA

DATE	REVISIONS	DWG	CHK
7-22-19	SITE PLAN	DPK	CDW

PREPARED FOR:
SURFSIDE EQUITIES, LLC
1814 SURFSIDE DRIVE
FORT PIERCE, FLORIDA

WATSON | KILLANE
SURVEYING AND MAPPING, INC.
2240 NE DIXIE HIGHWAY - JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868 - EMAIL: WATSONKILLANE@GMAIL.COM
LICENSED BUSINESS NO. 8241

JOB NUMBER:	19-161
FIELD DATE:	4-20-19
CHECKED BY:	CDW
DRAWN BY:	DPK
SCALE:	1"= 20'
SHEET	1 OF 1

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1.	SITE PLAN & NOTES
2.	LANDSCAPE PLAN
3.	SITE SECTION
4.	FRONT & REAR ELEVATION
5.	LEFT & RIGHT ELEVATION
6.	FIRST FLOOR PLAN
7.	SECOND FLOOR PLAN
E-1	FIRST FLOOR ELECTRICAL
E-2	SECOND FLOOR ELECTRICAL

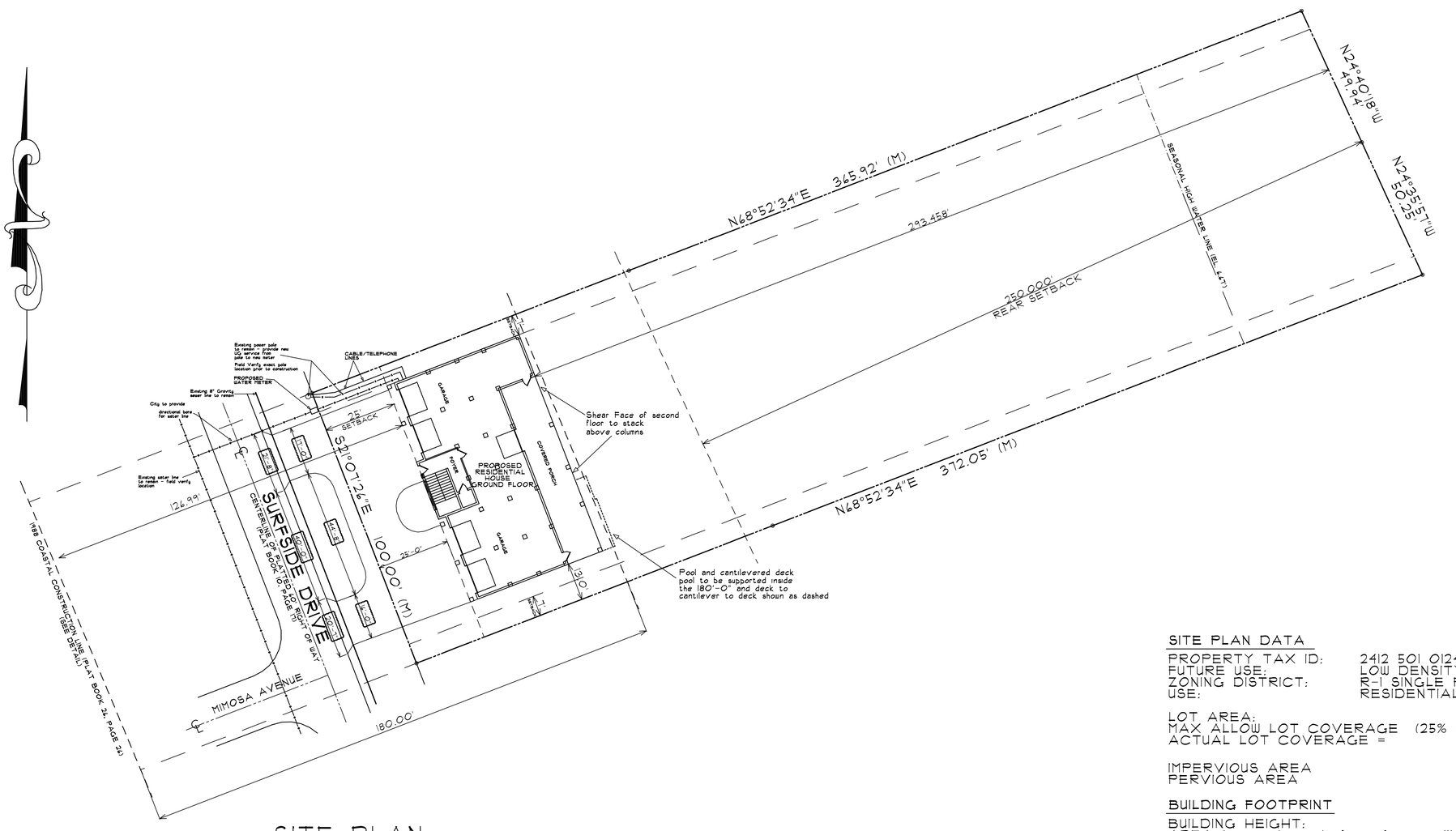
BUILDING SETBACKS:

	CITY MINIMUM STANDARDS	PROVIDED ON SITE
FRONT	25'-0"	25'-0"
L.SIDE	7'-0"	13'-0"
R.SIDE	7'-0"	7'-0"
REAR	30'-0"	250'-0"
HEIGHT	28'-0" (35'-0")	27'-8"

* Conditional Approval

Certification of Non Habitable Flood Proof Structure.

Grade level shall be design to preclude finished living space and deigned to allow for the entry and exit of floodwater to automatically equalize hydrostatic flood force on exterior walls.



SITE PLAN

Scale 1:20

SITE PLAN DATA

PROPERTY TAX ID: 2412 501 0124 000 4
FUTURE USE: LOW DENSITY RESIDENTIAL
ZONING DISTRICT: R-1 SINGLE FAMILY. RESID. LOW DENSITY
USE: RESIDENTIAL

LOT AREA: = 36,899 s.f.
MAX ALLOW LOT COVERAGE (25% of lot) = 8,417.5 s.f.
ACTUAL LOT COVERAGE = = 5,667 s.f. = 15.3%

IMPERVIOUS AREA = 5,667 s.f.
PERVIOUS AREA = 31,232 s.f.

BUILDING FOOTPRINT

BUILDING HEIGHT: 2 STORY (32'-7" above grade see site section)
AREA (measured outside face of ext. wall) 3,907 sf.

IMPERVIOUS CALC:

HOUSE FOOTPRINT ON GRADE = 3,907 s.f.
DRIVEWAY = 1,760 s.f.
TOTAL IMPERVIOUS = 5,667 s.f.

LEGAL DESCRIPTION:

LEGAL DESCRIPTION LOT 4, BLOCK 11, SURFSIDE UNIT ONE ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10 PAGE 17, OF THE PUBLIC RECORDS OF ST.LUCIE COUNTY, FLORIDA

Revisions :
7-17-19
8-28-19

Date Drawn:
6-7-19
Drawn by:
R.D.C.
Checked by:
D.R.B.

Plan For:
SURFSIDE EQUITIES LLC

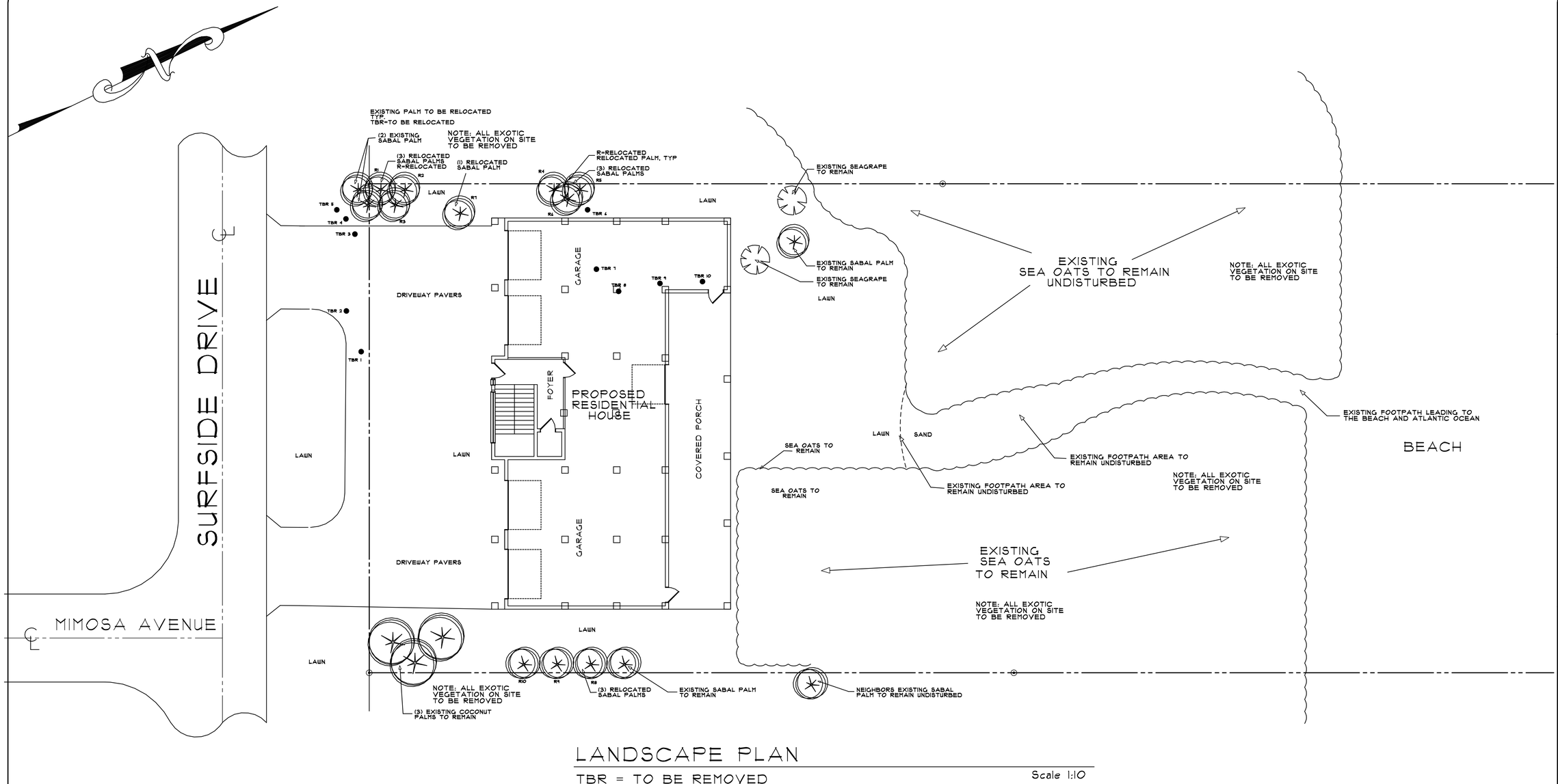
Address: 1814 SURFSIDE DRIVE, FT. PIERCE FL.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-9258
Fax : (772) 287-9283
Website: www.bradenarchitects.com
Stuart, FL 34996 #AA0000032

SHEET NO: 1 OF

JOB NUMBER: 19-80

STATE OF FLORIDA · DANIEL R. BRADEN · AR9770 · REGISTERED ARCHITECT



LANDSCAPE PLAN

TBR = TO BE REMOVED

Scale 1:10

Revisions :
T-19-19

Date Drawn:
6-7-19

Drawn by:
R.D.C.

Checked by:
D.R.B.

Plan For:
SURFSIDE EQUITIES LLC

Address: FT. PIERCE

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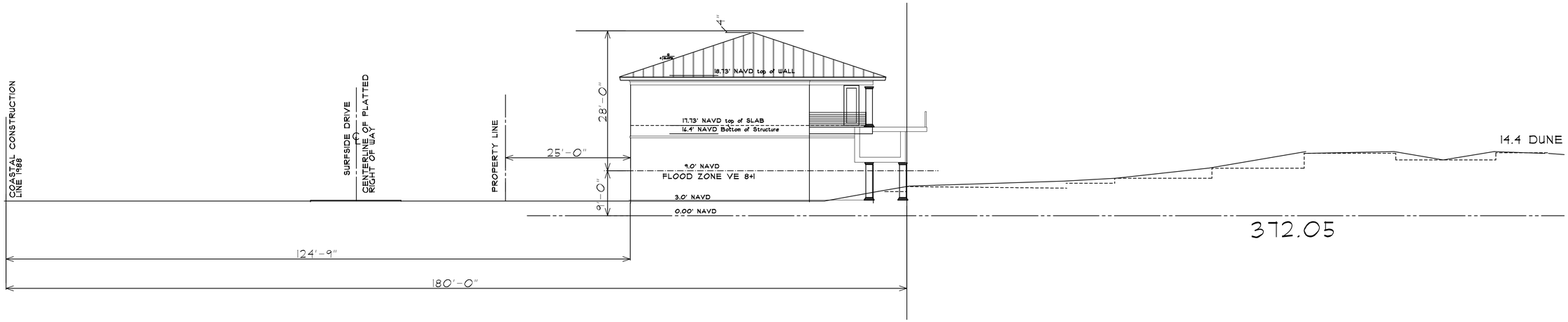
SHEET NO:
2.
OF

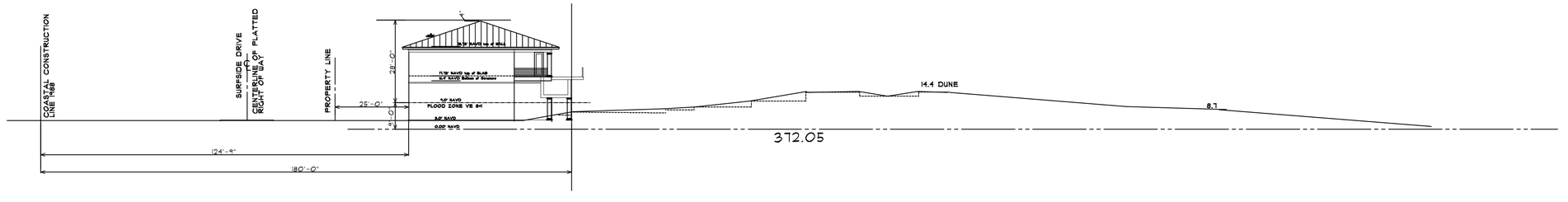
JOB NUMBER:
19-80

STATE OF FLORIDA
DANIEL R. BRADEN
AR9770
REGISTERED ARCHITECT



HOUSE PORTION OF SITE SECTION LARGER SCALE

SCALE 1:10" = 1'-0"



TOTAL SITE SECTION

SCALE 1:20" = 1'-0"

Revisions :
T-19-19

Date Drawn:
6-1-19
Drawn by:
R.D.C.
Checked by:
D.R.B.

Plan For:

SURFSIDE EQUITIES LLC

Address: FT. PIERCE

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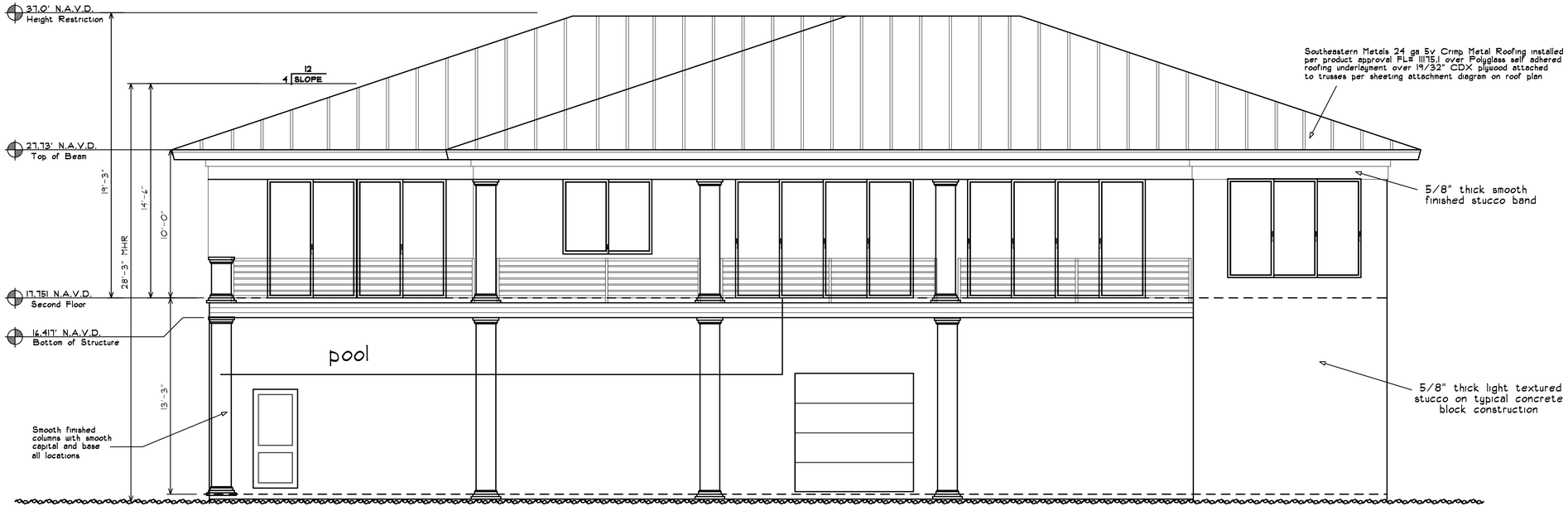
SHEET NO:
3.
OF

JOB NUMBER:
19-80

STATE OF FLORIDA
DANIEL R. BRADEN
AR9770
REGISTERED ARCHITECT

STREET ELEVATION

SCALE: 1/4" = 1'-0"



OCEAN ELEVATION

ALL GLASS IN EXTERIOR WINDOWS AND DOORS WILL HAVE A VISIBLE LIGHT TRANSMITTANCE VALUE OF 45% OR LESS

Revisions :

Date Drawn: 7-17-19
Drawn by: D.R.B.
Checked by: D.R.B.

Residence For:
SURFSIDE EQUITIES LLC

Address: 1814 SURFSIDE DRIVE, FT. PIERCE, FL.

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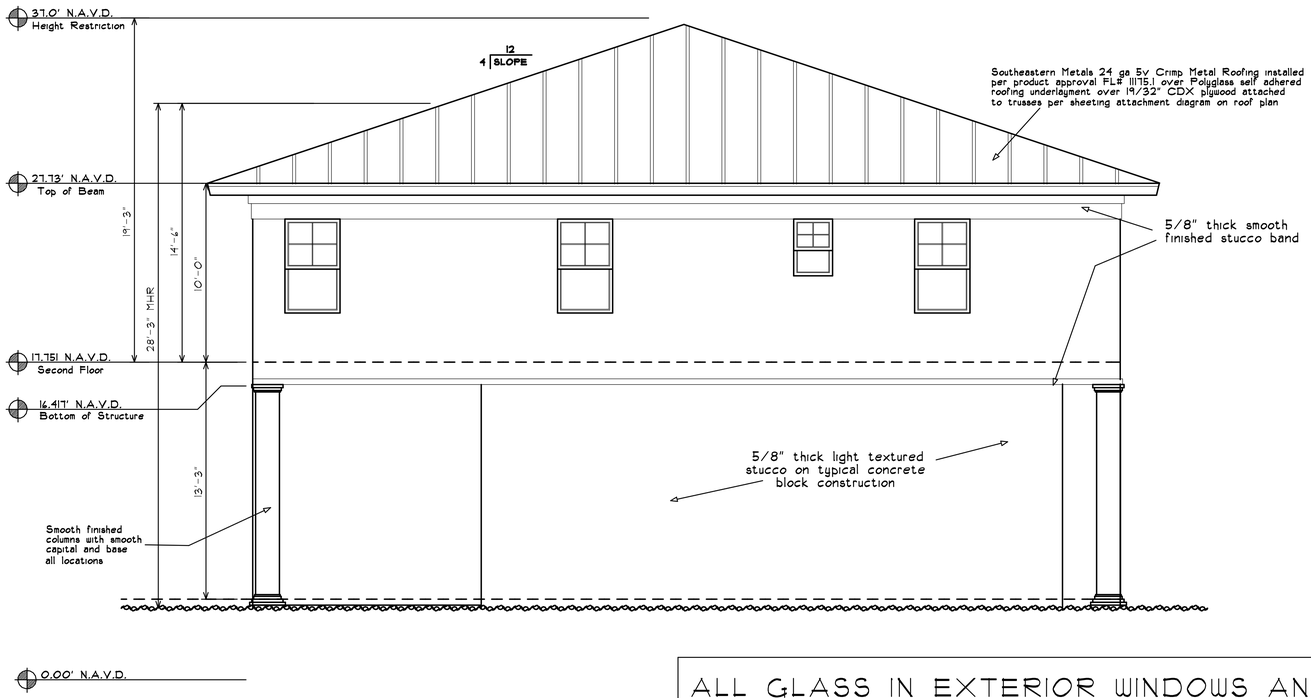
SHEET NO: 4. OF

JOB NUMBER: 19-80

STATE OF FLORIDA · DANIEL R. BRADEN · AR 9770 · REGISTERED ARCHITECT



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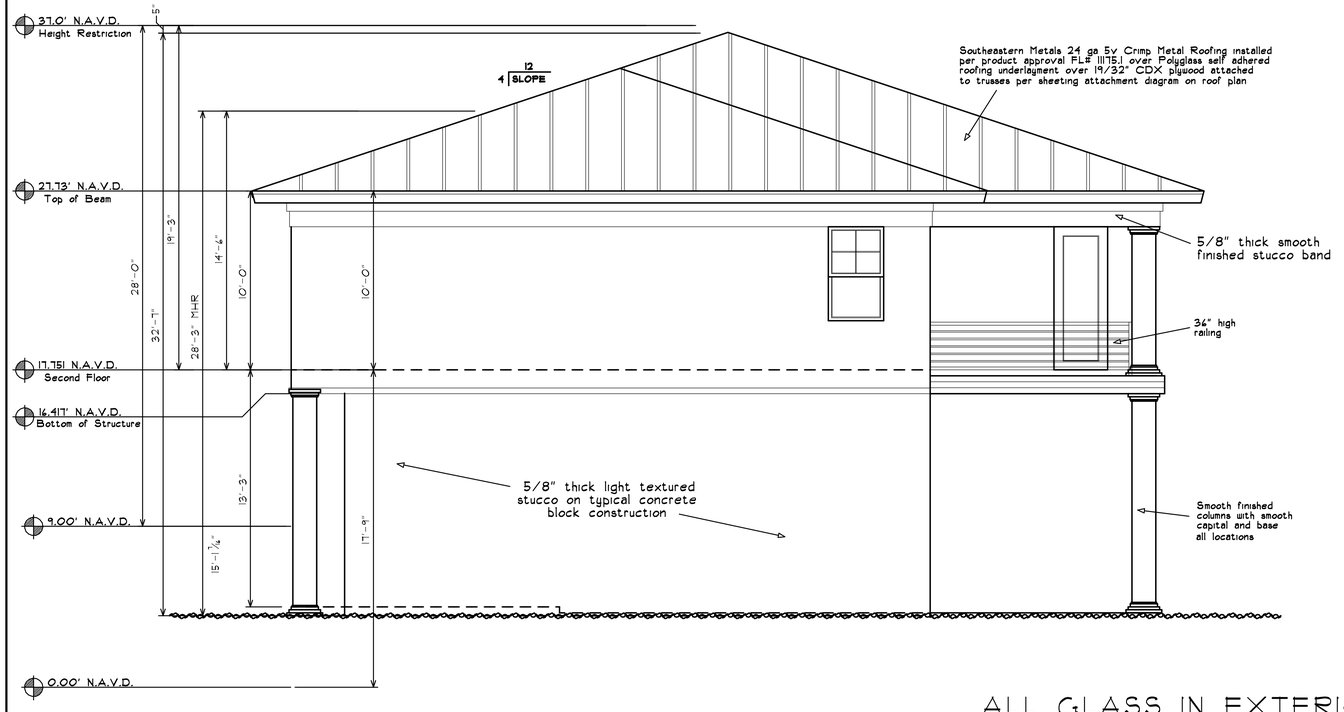

ALL GLASS IN EXTERIOR WINDOWS AND DOORS WILL HAVE A VISIBLE LIGHT TRANSMITTANCE VALUE OF 45% OR LESS

Residence For:
SURFSIDE EQUITIES LLC

Address: 1814 SURFSIDE DRIVE, FT. PIERCE, FL.

Revisions :

Date Drawn: 7-17-19
Drawn by: D.R.B.
Checked by: D.R.B.

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SHEET NO: 5. OF

JOB NUMBER: 19-80

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
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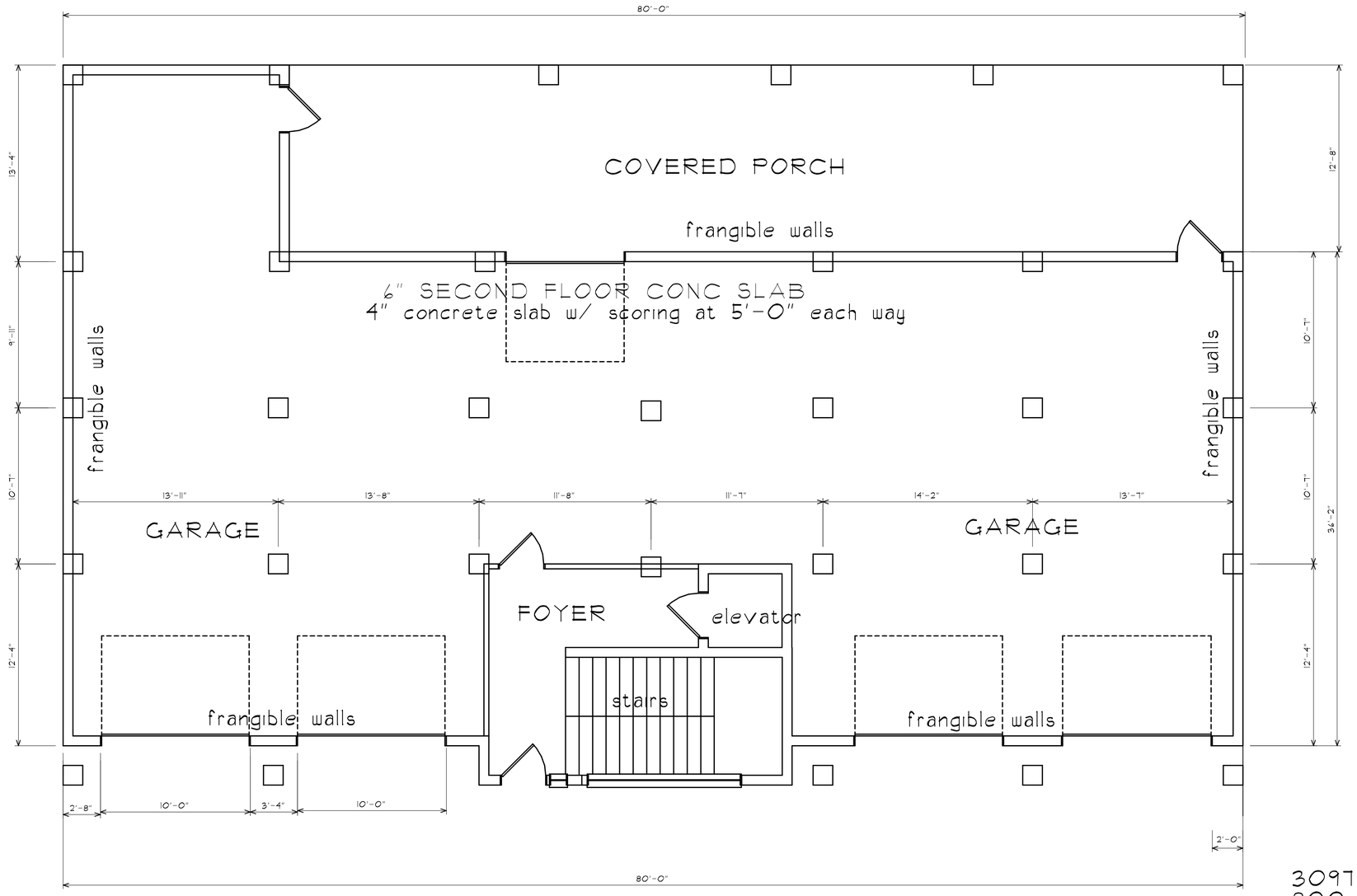

3097 garage
800 sf patio

FLOOR PLAN

SCALE 1/4" = 1'-0"

TYPICAL NOTES:

1. Contractor to verify ALL notes and dimensions prior to proceeding with work.
2. Contractor to STRICTLY enforce ALL OSHA Requirements.
3. ALL Lumber to be used as Beam, Rafters, etc... to have a minimum 1,400 P.S.I. fiber stress.
4. No dissimilar metals to touch.
5. ALL Concrete used for slabs shall be 2500 PSI concrete, and ALL Concrete used for vertical filled cells, continuous. tie beams etc.. to shall be 3,000 P.S.I. concrete and/or 4,000 P.S.I. grout mix.
6. Drywall at ceilings shall be leveled and attached to bottom chord of trusses with screws.
7. ALL wood in contact with concrete shall be pressure treated.
8. ALL wall dimensions are nominal and not finished wall or stud dimensions.
9. ALL plumbing fixtures to be low flow.
10. Contractor to Provide Pan & Drain at water heater in accordance with the Florida Plumbing Code current edition.
11. Contractor to Provide a 2'-8" wide door at one bathroom for handicap accessibility requirements.
12. Lowest finished floor to be set by Governing Building Department surveyor to set in field.
13. Separation between residence and garage shall be per FBC R309.1 and R309.2
14. Door between garage and residence shall be 1-3/8" solid wood - 20 min. fire rated

Revisions :

Date Drawn: 7-17-19
Drawn by: D.R.B.
Checked by: D.R.B.

Residence For:
SURFSIDE EQUITIES LLC
Address: 1814 SURFSIDE DRIVE, FT. PIERCE, FL.

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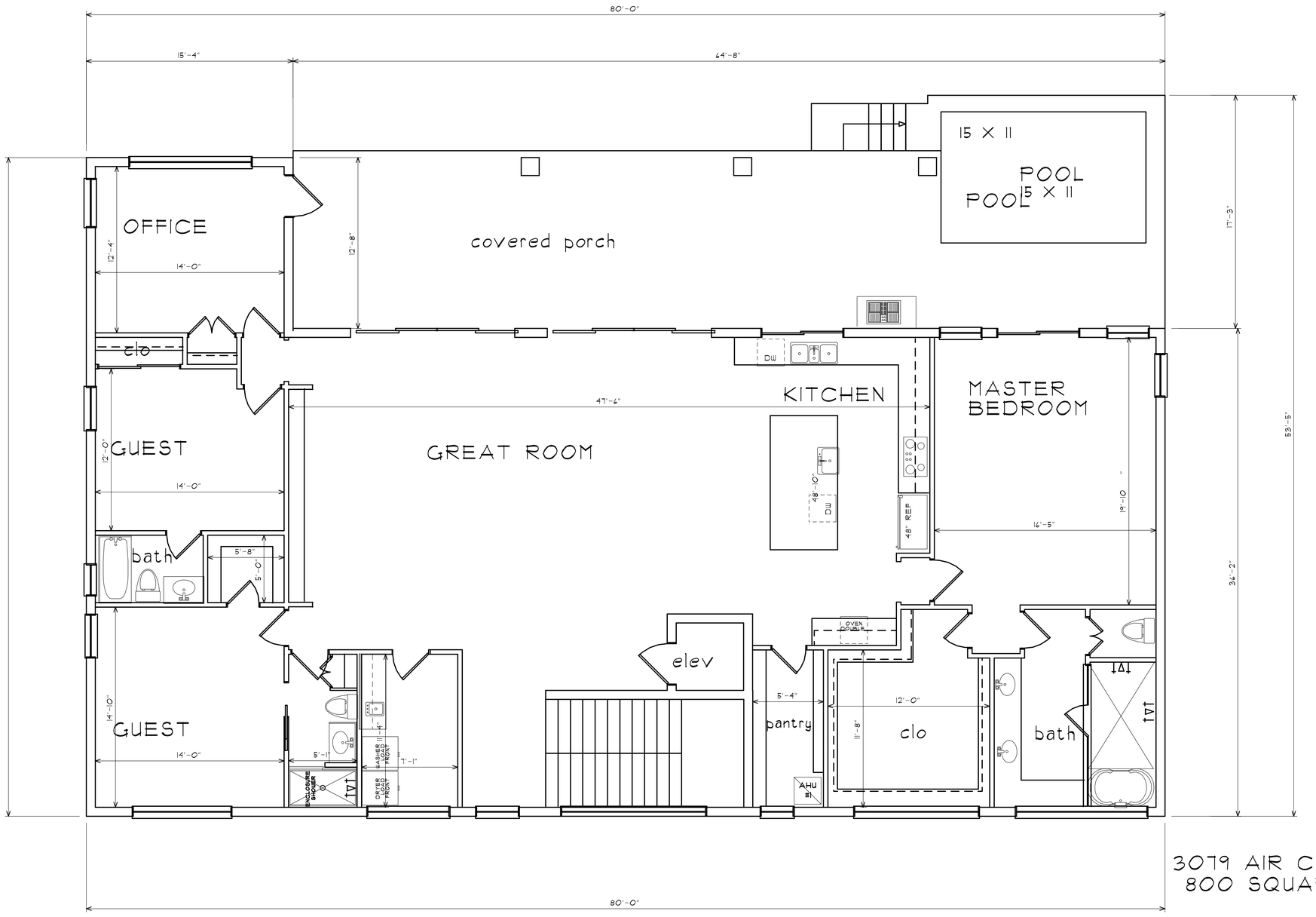
SHEET NO: 6 OF

JOB NUMBER: 19-80

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT



3079 AIR CONDITIONED SPACE
800 SQUARE FT PATIO +/-

FLOOR PLAN

SCALE 1/4" = 1'-0"

TYPICAL NOTES:

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14. Door between garage and residence shall be 1-3/8" solid wood - 20 min. fire rated

ALL GLASS IN EXTERIOR WINDOWS AND DOORS WILL HAVE A VISIBLE LIGHT TRANSMITTANCE VALUE OF 45% OR LESS

Residence For:
SURFSIDE EQUITIES LLC
Address: 1814 SURFSIDE DRIVE, FT. PIERCE, FL.

Revisions :

Date Drawn: 7-17-19
Drawn by: D.R.B.
Checked by: D.R.B.

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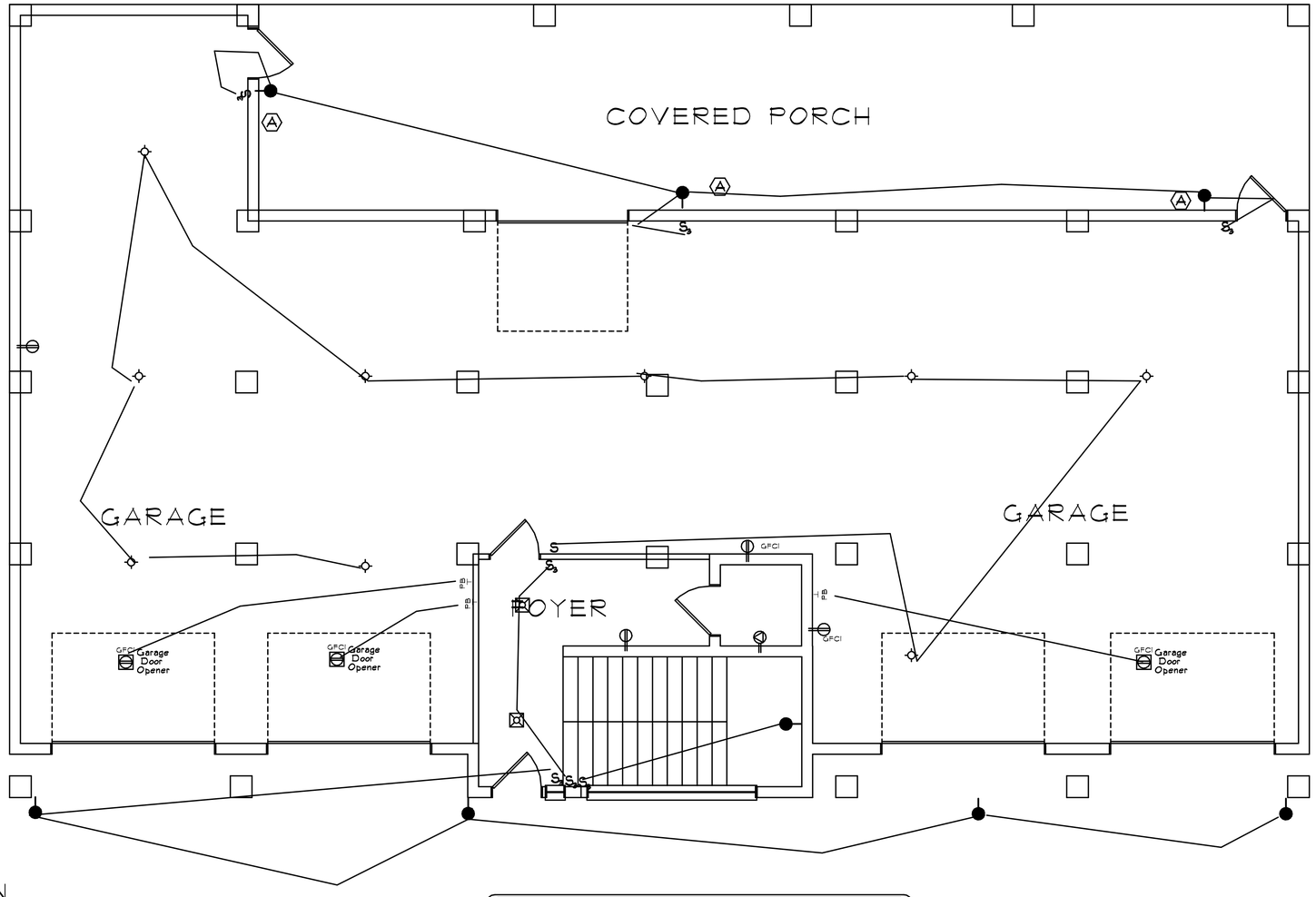
SHEET NO: 1 OF

JOB NUMBER: 19-80

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT

TURTLE LIGHTS

Ⓐ ASPECT LIGHTING LED WALL SCONCES
AL-SC-UD-10W-110VAC



ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

ELECTRIC NOTES:

1. Use copper wire only, no aluminum.
2. Provide and wire all required smoke detectors.
3. Contractor to verify location of electrical service and provider
4. ALL paddle fans shall be on a rheostat.
5. Recessed cans to be installed per NFPA requirements.
6. ALL Branch Circuits that supply 125v single phase 15 amp or 20 amp outlets shall be protected by Combination-Type AFCI Circuit Breakers.
7. Tamper resistant AFCI receptacles to be installed in ALL rooms Kitchen, Bathrooms, and Garage.
8. ALL bath and kitchen and garage receptacles to be GFCI protected.
9. ALL exterior outlets to be WP/GFCI protected.
10. A/C Return Air Balance Must comply w/ F.B.C. Mechanical 2010 ed. and current version of any supplements to the 2010 ed.
11. A/C Refrigerant lines that are run thru slabs must be sleeved in PVC
12. ALL A/C Equipment shall be 15 SEER
13. Provide Disconnects at ALL appliances (water heater, A/C units, and ALL other equipment as required by N.E.C.)
14. A/C Ducts in Garage shall be metal or 1" thick minimum rigid nonmetallic Class 0 or Class 1 duct or other approved material and shall have no openings into the garage.
15. Smoke Alarms shall be installed in the following locations:
    a) In each sleeping room.
    b) Outside each separate sleeping area in the immediate vicinity of the bedrooms.
    c) On each additional story of the dwelling
    ** ALL Smoke Alarms shall be interconnected and hardwired **

Electrical Symbol Legend

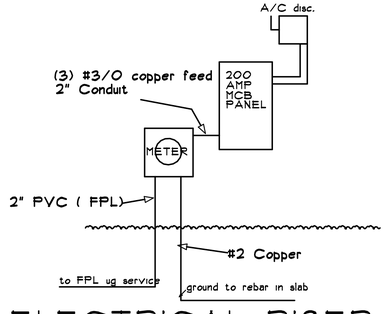
S	Single Pole Switch		Recessed Can Light
S_3	Double Pole Switch		Eyeball Recessed Can Light
S_D	Dimmer Switch		Exhaust Fan
PB	Push Button Switch		Ceiling Mounted Light
	Duplex Outlet		Wall Mounted Light
	Special Receptacle		Light with Pull Chain (attic)
WP GFI	Waterproof, ground fault interrupter	C	Computer Connection Jack
GFI	Floor Duplex Outlet		Flood Light
JB	Junction Box		Electrical Panel
T	Thermostat		Electrical Meter
CV	Central Vac	AC DISC	A/C Disconnect
S	Smoke Detector		Ceiling Fan
TV	Television Jack		
T	Telephone Jack		2 x 4 Florescent Light
	1 x 4 Florescent Light	I	Intercom
SPKR	Speaker Hook-Up		Ceiling Mounted Light Dome Style
	Pendant Light	MD	Motion Detector (closet light)
CM	Carbon Monoxide Detector		

PANEL "A"

Poles	BR	Load	Wire	Description	circ#	circ#	Description	Wire	Load	BR	Poles
2	40	7.0 kw	#8	3.5 Ton A/C comp	1	2	AHU	#10	3.5 kw	30	2
					3	4					
2	40	7.0 kw	#8	3.5 Ton A/C comp	5	6	AHU	#10	3.5 kw	30	2
					7	8					
2	30	4.5 kw	#10	40 gal. water HTR	9	10	Range	#6	12.0 kw	50	2
					11	12					
1	20	1.2 kw	#12	Clothes Washer	13	14	Dryer	#10	5.0 kw	30	2
1	20	.81 kw	#12	Garage Door Opener	15	16					
1	20	.81 kw	#12	Garage Door Opener	17	18	Dishwasher	#12	1.2 kw	20	1
1	20	.81 kw	#12	Garage Door Opener	19	20	Refrigerator	#12	1.2 kw	20	1
1	20	1.5 kw	#12	Kitchen S.A.C.	21	22	Receptacles	#12	——	20	1
1	20	1.5 kw	#12	Kitchen S.A.C.	23	24	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	25	26	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	27	28	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	29	30	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	31	32	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	33	34	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	35	36	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	37	38	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	39	40	Bathroom GFI	#12	——	20	1
1	20	——	#14	Bathroom GFI	41	42	Pool Equipment	#10	2.8 kw	30	1

PANEL "A" LOAD CALCULATION SHEET

Load Description	Qty.	Watts	Total(Watts)
General Lighting (3 watts sq. ft.)	3079	3	3,672
Small Appliance Circuit(s)	2	1,500	3,000
Range	1	12,000	12,000
Range Hood	1	1,100	1,100
Refrigerator	1	1,200	1,200
Dish Washer	1	1,200	1,200
Disposal	1	1,000	1,000
Clothes Washer	1	1,200	1,200
Clothes Dryer	1	5,000	5,000
Water Heater	1	4,500	4,500
Pool Equipment	1	2,800	2,800
Garage Door Opener	3	810	2430
	Total Watts		32,770
First 10000 Watts @100%	1	10,000	10,000
Remainder 22,770 @40%	1	0	9,108
Electric Heat or A/C 10,000 @65%	1	6,500	6,500
Calculated Load	Watts		25,600
	Voltage		240
Calculated Wattage Divided by Voltage = Total Amps			106
Panel Size Requred = 150 Amps			



ELECTRICAL RISER

NTS

Revisions :

Date Drawn: 7-17-19
Drawn by: D.R.B.
Checked by: D.R.B.

Residence For:
SURFSIDE EQUITIES LLC

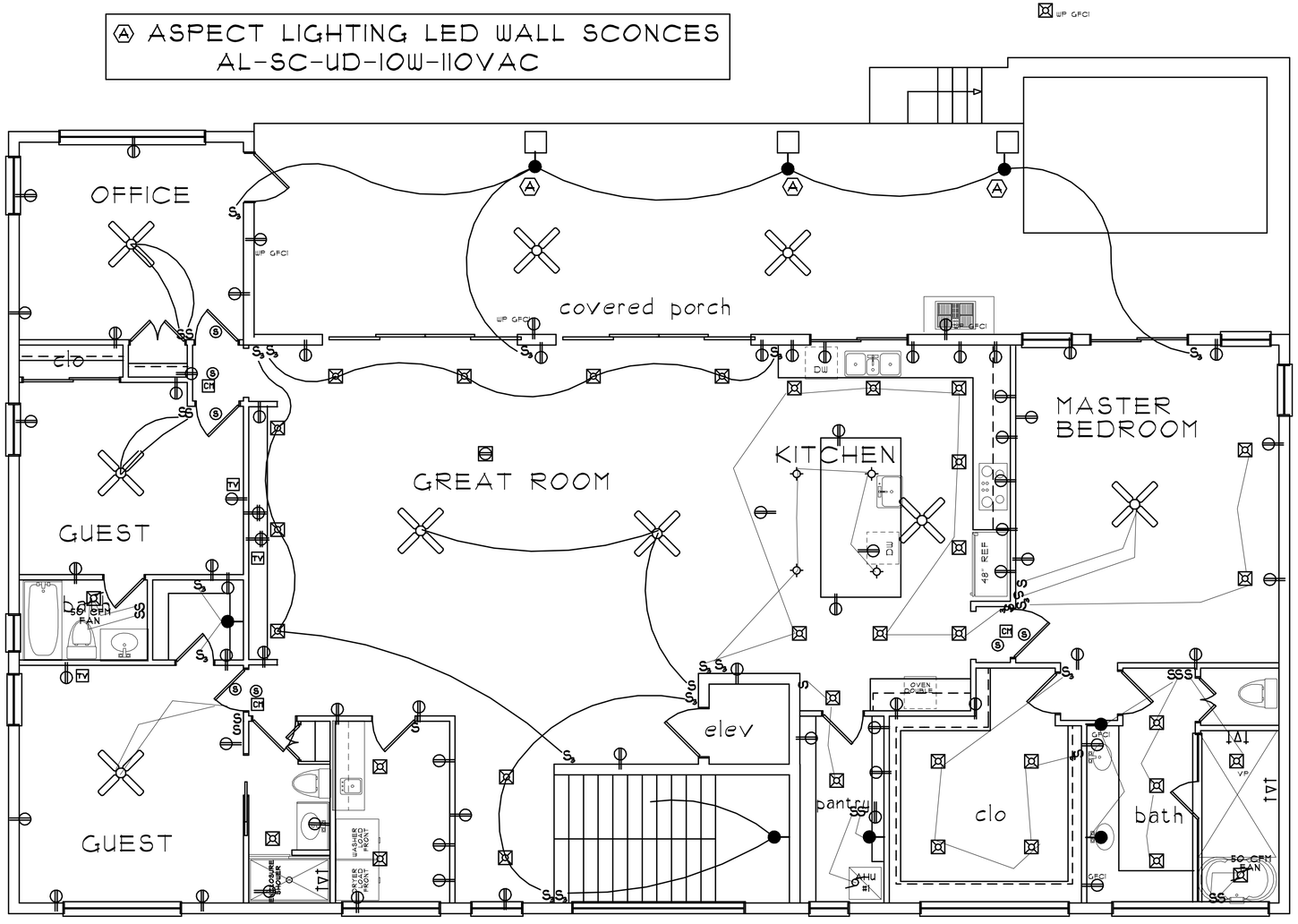
Address: 1814 SURFSIDE DRIVE, FT. PIERCE, FL.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
411 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34996 #AA0000032

SHEET NO: E-1
OF
JOB NUMBER: 19-80

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT

Ⓐ ASPECT LIGHTING LED WALL SCONCES
AL-SC-UD-10W-110VAC



Electrical Symbol Legend

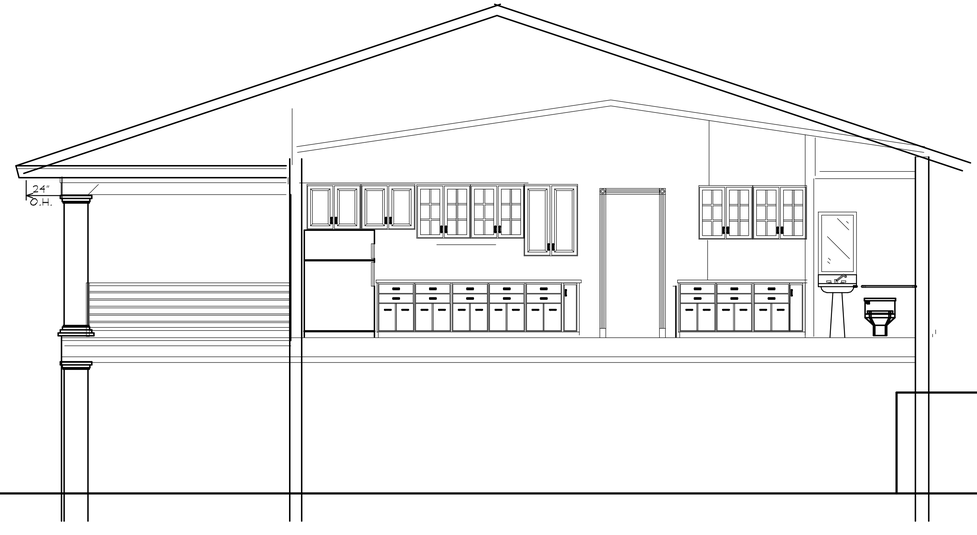
S	Single Pole Switch		Recessed Can Light
S_3	Double Pole Switch		Eyeball Recessed Can Light
S_D	Dimmer Switch		Exhaust Fan
	Push Button Switch		Ceiling Mounted Light
	Duplex Outlet		Wall Mounted Light
	Special Receptacle		Light with Pull Chain (attic)
	Waterproof, ground fault interrupter		Computer Connection Jack
	Floor Duplex Outlet		Flood Light
	Junction Box		Electrical Panel
T	Thermostat		Electrical Meter
CV	Central Vac		A/C Disconnect
S	Smoke Detector		Ceiling Fan
TV	Television Jack		
T	Telephone Jack		2 x 4 Florescent Light
	1 x 4 Florescent Light	I	Intercom
SPKR	Speaker Hook-Up		Ceiling Mounted Light Dome Style
	Pendant Light	M	Motion Detector (closet light)
CM	Carbon Monoxide Detector		

ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

ELECTRIC NOTES:

1. Use copper wire only, no aluminum.
2. Provide and wire all required smoke detectors.
3. Contractor to verify location of electrical service and provider
4. ALL paddle fans shall be on a rheostat.
5. Recessed cans to be installed per NFPA requirements.
6. ALL Branch Circuits that supply 125v single phase 15 amp or 20 amp outlets shall be protected by Combination-Type AFCI Circuit Breakers.
7. Tamper resistant AFCI receptacles to be installed in ALL rooms Kitchen, Bathrooms, and Garage.
8. ALL bath and kitchen and garage receptacles to be GFCI protected.
9. ALL exterior outlets to be WP/GFCI protected.
10. A/C Return Air Balance Must comply w/ F.B.C. Mechanical 2010 ed. and current version of any supplements to the 2010 ed.
11. A/C Refrigerant lines that are run thru slabs must be sleeved in PVC
12. ALL A/C Equipment shall be 15 SEER
13. Provide Disconnects at ALL appliances (water heater, A/C units, and ALL other equipment as required by N.E.C.)
14. A/C Ducts in Garage shall be metal or 1" thick minimum rigid nonmetallic Class 0 or Class 1 duct or other approved material and shall have no openings into the garage.
15. Smoke Alarms shall be installed in the following locations:
    a) In each sleeping room.
    b) Outside each separate sleeping area in the immediate vicinity of the bedrooms.
    c) On each additional story of the dwelling
    ** ALL Smoke Alarms shall be interconnected and hardwired **



Revisions :

Date Drawn: 7-17-19
Drawn by: D.R.B.
Checked by: D.R.B.

Residence For:
SURFSIDE EQUITIES LLC

Address: 1814 SURFSIDE DRIVE, FT. PIERCE, FL.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34994 #AA0000032

SHEET NO: E-2
OF

JOB NUMBER: 19-80

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

AFFIDAVIT OF NOTIFICATION AND MAILING

I, the undersigned, do hereby declare that I did mail copies of a notice of public hearings to each owner of the property located, or having any part thereof, situated within five hundred (500) feet of any point of the property for which the request has been made and to the owner of the property for which the request has been made, as required by Chapter 22, Article X, Section 22-143 of the Code of Ordinances.

Project: Conditional Use - 1814 Surfside Drive

Staff Name: Brandon C. Creagan

Staff Signature: B C ...

Date Mailed: 10-7-19

Number of Mailed Letters: 36

Attachments:
Copy of notice of public hearings
Mailing list
Map of properties notified

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

October 7, 2019

Dear Property Owner(s):

The property owners/applicant, **Surfside Equities, LLC,** & representative **Braden & Braden** are requesting approval of a **Conditional Use with New Construction** to construct a single-family home seaward (east) of the Coastal Construction Control Line at 1814 Surfside Drive in Fort Pierce, Florida. The property is zoned Single Family Low Density (R-1). The Parcel ID is 2412-501-0124-000-4.

Legal Description: SURFSIDE-UNIT ONE- BLK 11 LOT 4 (0.54 AC)

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meeting on **Monday, October 21, 2019** which begins at **6:30 p.m**. in the City Hall Commission Chambers, 100 North U.S. 1, Fort Pierce, Florida. You are provided the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Conditional Use with New Construction**. Whether you attend the meeting or not, it is requested that you please complete the form below and return it so it is received by **5 p.m**. on **Monday, October 21, 2019.** Methods of returning your ballot are identified below. Each ballot returned will be tabulated and reported to the City Commission. If you have any inquiries, or would like to review the complete application, please contact me at (772) 467-3742 or bcreagan@city-ftpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Thank you for your contribution.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

Conditional Use New Construction – 1814 Surfside Drive No. 1

I approve 0 I disapprove 0

Comments:

_____

_____

_____

_____ _____

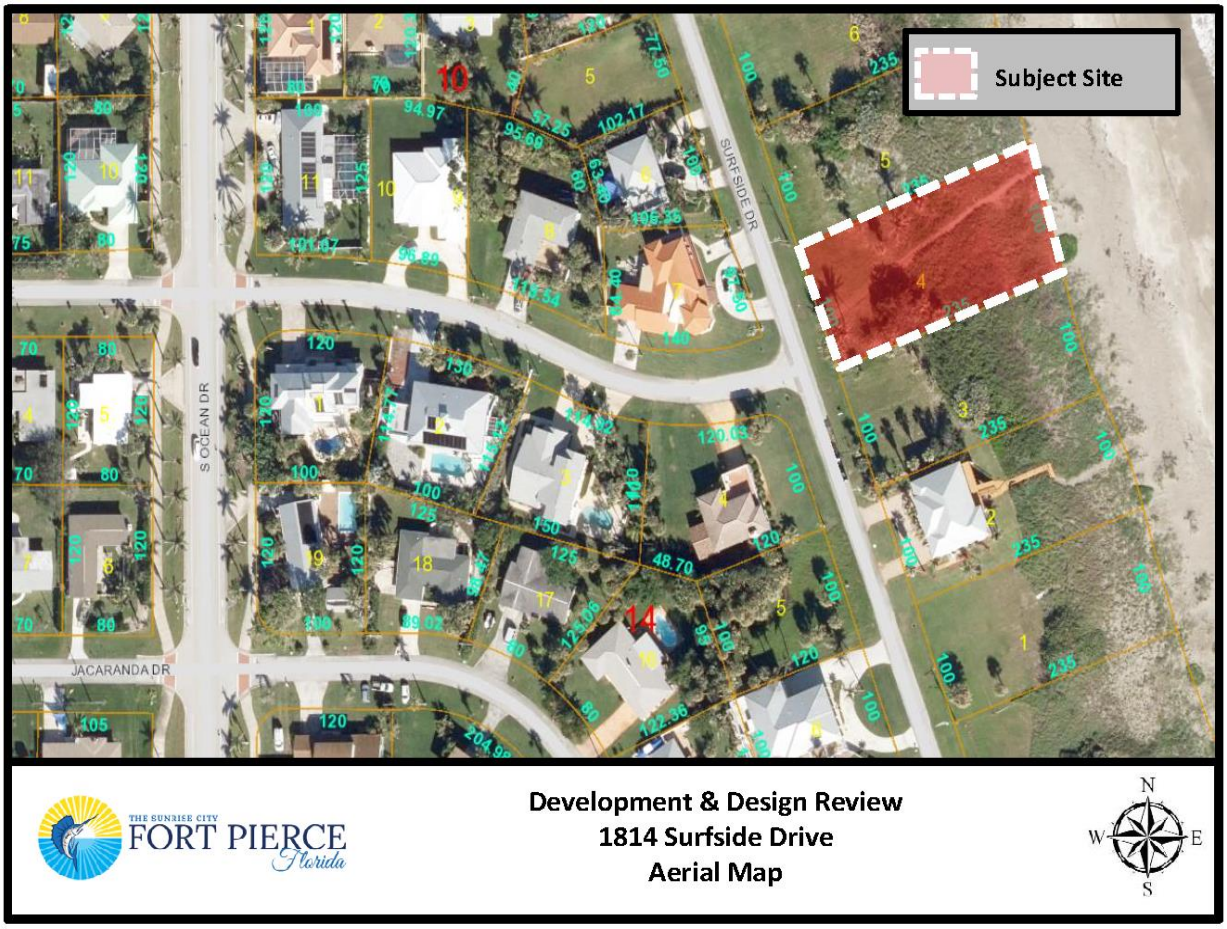
Signature **Date**

Please complete and return ballot to:

Mail		**Fax**		**Email**
City of Fort Pierce Planning Department 100 N. US Hwy 1 Fort Pierce, FL 34950	or	(772) 466-5808	or	bcreagan@city-ftpierce.com

Aerial Map

1814 Surfside Drive



Thomas K Perona 1
2006 Cypress Ave
Fort Pierce, FL 34949

Cynthia J Baker 2
1709 Surfside DR
Fort Pierce, FL 34949-3371

Frank L Longo (LF EST) and Theresa Longo (LF EST) 3
2001 Cypress AVE
Fort Pierce, FL 34949-3313

Michael J Antoniak and Carol Anne Davidson 4
2003 Cypress AVE
Fort Pierce, FL 34949-3313

Courtney C Miller and Lexy Garcia Miller 5
2073 Cypress AVE
Fort Pierce, FL 34949-3313

Nevine Mahmoud 6
3240 Shroyer RD
Kettering, OH 45429-2634

Lurline M Saveikis 7
1809 Surfside Dr
Fort Pierce, FL 34949-3353

Federico A Miranda and Kristie F Miranda 8
1813 Surfside DR
Fort Pierce, FL 34949-3353

Foster N Blackburn and Joan J Blackburn 9
2012 Mimosa Ave
Fort Pierce, FL 34949-3331

VG and CT LLC 10
2732 Grantham CT
Orlando, FL 32835-6170

Thomas J Franciosa and Marlene M Franciosa 11
1810 S Ocean Dr
Fort Pierce, FL 34949-3361

Anne E Supina and Sandra L Twoey 12
1564 Thumb Point DR
Fort Pierce, FL 34949-3567

Fernando V Morales 13
2170 SW 21st ST
Okeechobee, FL 34974-5716

John L Hofer and Suzanne Hofer 14
4590 SE Glenridge TRL
Stuart, FL 34997-6991

Surfside Equities LLC 15
2835 Odonnell ST; Unit Ste 1001
Baltimore, MD 21224-4897

Steven E Rahman and Jacqueline Rahman 16
82 Mid Pines TER
Wellington, FL 33414-4029

FJI LLC 17
5601 Powerline RD; Unit Ste 103
Fort Lauderdale, FL 33309-2831

Peter G Larson 18
1800 Surfside DR
Fort Pierce, FL 34949-3311

Northern States Mortgage Corp 19
11585 NE 22nd Dr
Miami, FL 33181-3211

Thomas Kornylak (BTH) and Minjoo Kornylak (TR) (EST) 20
1706 Surfside DR
Fort Pierce, FL 34949-3306

Surfside Private Beach Inc 21
1907 Jacaranda Ave
Fort Pierce, FL 34949

Pierre Lavial and Agnes Lavial 22
2001 Mimosa AVE
Fort Pierce, FL 34949-3330

Joseph A Moore (TR) 23
PO Box 298
Zellwood, FL 32798-0298

Igor Kublitskiy 24
3333 Routt ST
Wheat Ridge, CO 80033-5400

Boris M Odintsov and Vera V Lozovaya 25
1901 Surfside DR
Fort Pierce, FL 34949-3354

Michael L Maleski and Michelle L Maleski 26
4241 Meadowood CT
Hudsonville, MI 49426-8667

Anatole A Klyosov and Gail M Klyosov 27
1911 Surfside DR
Fort Pierce, FL 34949-3354

Patricia Roth 28
4269 S Alton St
Englewood, CO 80111

Margaret H Corderman 29
1915 Surfside Dr
Fort Pierce, FL 34949

Janell M Frisk 30
2020 Jacaranda AVE
Fort Pierce, FL 34949-3326

Timothy D Fischer and Tracy K Fischer 31
2018 Jacaranda DR
Fort Pierce, FL 34949-3326

Bruce L Charboneau (TR) and Kathleen A Charboneau (TR) 32
8035 Spendthrift LN
Port St Lucie, FL 34986-3122

William R Kidd and Marianne Kidd 33
2769 Boston CT
Lantana, FL 33462-3877

Joshua Voss and Ashley L Voss 34
2012 Jacaranda Dr
Fort Pierce, FL 34949-3326

James P Flynn 35
1906 S Ocean DR
Fort Pierce, FL 34949-3363

Charles T Holsen (TR) and Deborah L Holsen (TR) 36
246 North Lake Rd
Oconomowoc, WI 53066-2820

EUCALYPTUS AVE
CYPRESS AVE
MIMOSA AVE
S OCEAN DR
JACARANDA DR
RIO VISTA DR
Parcel Info:2412-501-0124-000-4
Owner Surfside Equities LLC
Site Address 1814 Surfside DR
Jurisdiction Fort Pierce
Acres 0.54
Last Sale Date 12/18/2018
Last Sale Price $585000
Zoom to
Dock Window
Report
Measure
Comparable Sales

DANIEL R. BRADEN AIA
ARCHITECT - PRESIDENT
Registration #9770
danbraden@comcast.net

FIRM EXPERIENCE

Architects & Planners • Established 1963

- Braden & Braden is a firm specializing in high end residential and low rise commercial projects primarily in the treasure coast area.

MY EXPERIENCE

- Joined Firm in 1976
- President in 1984

PROJECTS

BRADEN & BRADEN AIA PA
417 SE Coconut Ave., Stuart FL 34996 - 772-287-8258 - bradenaia@comcast.net - #AAC000032

CHRISTOPHER C. URBAN
Project Manager
Urban_Chris@comcast.net

EXPERIENCE

FIRM:

- Joined Firm in 1996
- Office Management 1998-Current
- Project Manager 2008-Current

PROJECT MANAGEMENT ROLE:

- Involved with several types of projects including large residential project, commercial buildings both new and remodeled, as well as oversight of large condominium project currently underway.
- Provide coordination between drawings and construction to ensure buildings are built per the intent of the construction documents.
- Provide coordination between consultants and our firm for document procurement.
- Review drawings for completeness and constructability etc...

PROJECTS MANAGED

BRADEN & BRADEN AIA PA
417 SE Coconut Ave., Stuart FL 34996 - 772-287-8258 - bradenaia@comcast.net - #AAC000032

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - 1814 Surfside Drive

NOTICES PROVIDED PURSUANT TO: 22-143

NOTICE BY NEWSPAPER: 10-6-2019

NOTICE BY MAIL: 10-7-2019

NOTICE BY SIGNS: 9-11-2019

VERIFIED BY: Brandon C. Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 10/9/2019

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

RECEIVED
OCT 11 2019
CITY CLERK'S OFFICE

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Piercein 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.

October 6, 2019

Subscribed and sworn to before on October 7, 2019:

Tara Mondloch
Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $143.52
Ad No: 0003823657
Customer No: 1330884
PO #:

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINC

The City Commission of the City of Fort Pierce, Florida, pursuant to City Code Sections 22-75, 22-76, and 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, October 21, 2019 hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider the following:

1.Review and approval of an application for Conditional Use with New Construction & Design Review submitted by Property Owners,Anne Supina & Sandra Twoey, & Representative, Architectonic Inc, to construct a single family home seaward (east) of the Coastal Construction Control Line (CCCL), located at 1912 Surfside Drive in Fort Pierce, FL. The property is zoned Single Family Low Density (R-1) Parcel ID: 2412-501-0121-000-3.

2.Review and approval of an application for Conditional Use with New Construction & Design Review submitted by Property Owner, Surfside Equities, LLC, & Representative, Braden & Braden, to construct a single family home seaward (east) of the Coastal Construction Control Line (CCCL), located at 1814 Surfside Drive in Fort Pierce, FL. The property is zoned Single Family Low Density (R-1) Parcel ID: 2412-501-0124-000-4.

3.Application for Conditional Use with No New Construction submitted by property owner, Nicholas Danaluk Jr. and applicant, Michelle Longarzo to establish a Vacation Rental, offering lodging for less than six (6) months; with a minimum of two (2) days at 715 S. Ocean Drive, Unit D, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-504-0004-000-2.

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

ANY PERSONSEEKINGTO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOINGIS ADVISED THAT A RECORD OF PROCEEDING IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGSS 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.

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

Meeting Date: 10/21/2019

Re: Conditional Use - Single Family Home - 1912 Surfside Drive

SUBJECT:

Quasi Judicial Hearing - Review and approval of an application for Conditional Use with New Construction and Design Review submitted by the Property Owners, Anne Supina & Sandra Twoey, & Representative, Architectonic Inc, to construct a single family home seaward (east) of the Coastal Construction Control Line (CCCL), located at 1912 Surfside Drive in Fort Pierce, FL. There is also a request to allow for a height increase to 34 feet from FEMA Based Flood Elevation.The property is zoned Single Family Low Density (R-1) Parcel ID: 2412-501-0121-000-3.

SUMMARY:

- In accordance with Sections 22-59, 22-66 and 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with New Construction and Design Review for a single-family home seaward of the Coastal Construction Control Line (CCCL).There is also a request for a Conditional Use to allow for an increase in the height of the structure to 34 feet from FEMA Based Flood Elevation in accordance with City Code 22-16(a)(3)b.
- The proposed single-family home is located at 1912 Surfside Drive and is owned by Surfside Equities, LLC. The subject property has a Future Land Use designation of Low Density Residential (RL) with a compatible zoning classification of Single-Family Low Density Residential (R-1). The properties to the north and south are also zoned R-1. To the west, the property is zoned Single Family Intermediate Density (R-2) and to the east is the Atlantic Ocean.
- As the site is seaward of the CCCL, the proposed construction requires a Conditional Use Approval by the City of Fort Pierce City Commission prior to review for permitting by both the City and the Florida Department of Environmental Protection (FDEP).
- The home will have a total square footage of 7,213 square feet between the first floor, second floor, and open-air patio. The proposed height of the structure is 34 feet above the FEMA Based Flood Elevation and 39 feet from existing grade. In the South Beach Overlay District, the height of a structure is not determined by measurement from existing grade, but rather from the FEMA Base Flood Elevation. Structures in the R-1 zoning district can be built up to 28 feet from the FEMA Based Flood Elevation without any special approvals. Furthermore, structures can be built between 29 feet to 35 feet with a Conditional Use approval. As the proposed structure will be 34 feet from the FEMA Based Flood Elevation, a Conditional Use approval is required. The proposed single-family home also complies with the setback provisions as stipulated in City Code 22-24(b)(2).
- At their meeting on September 17, 2019 the Planning Board voted 6-0 to recommend approval of the request as presented.
- 30 letters were mailed to property owners within 500 feet of the subject property.

RECOMMENDATION:

Approval

ALTERNATIVES:

Approval with Alternate Conditions
Disapproval

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report & Supporting Documents
Applicant Packet & Supporting Documents
Affidavit of Notification & Mailing
Public Notification Certification
Proof of Publication

Form Review

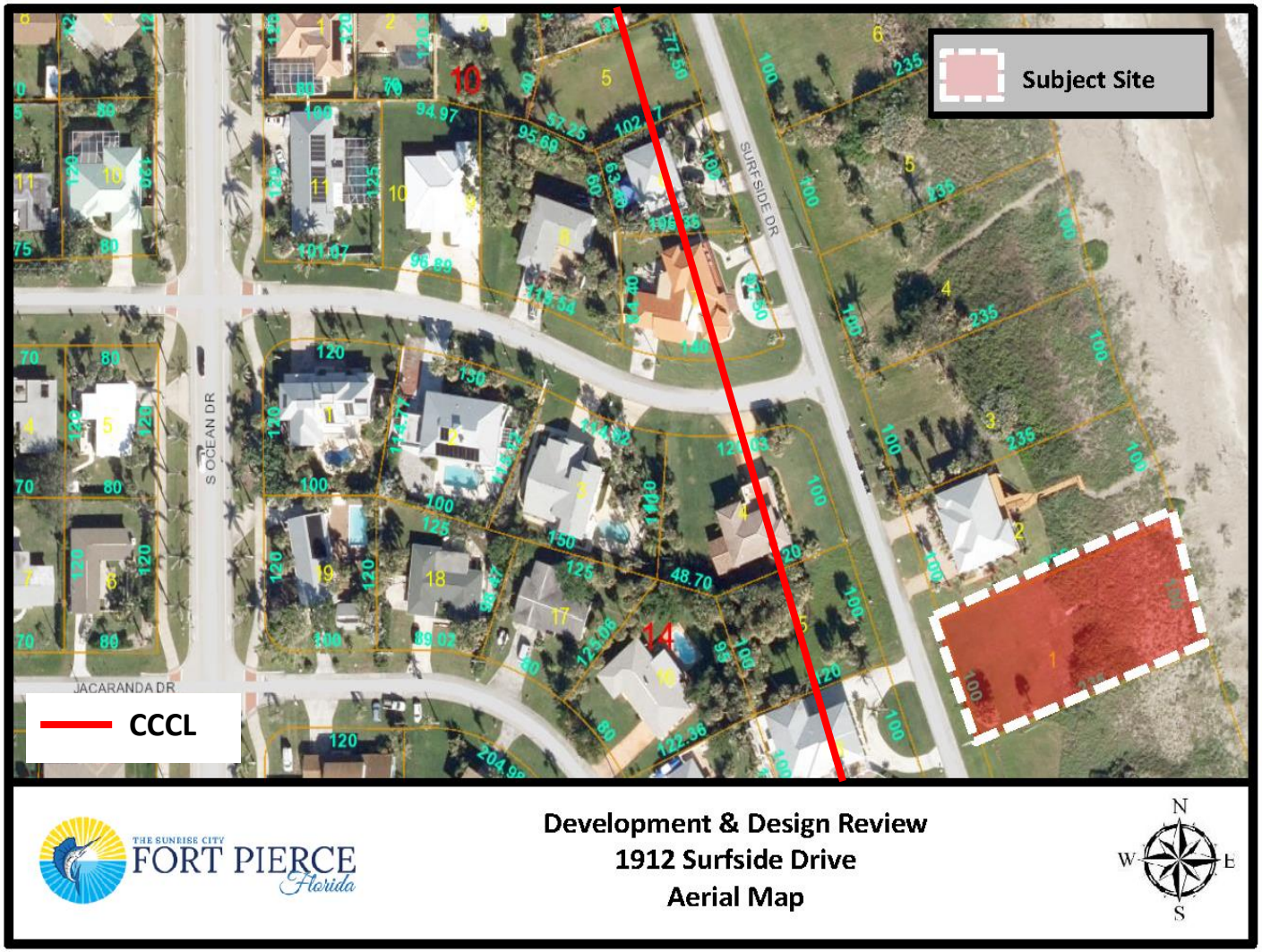
Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/10/2019 08:49 AM

Form Started By: Brandon Creagan
Started On: 10/09/2019 12:58 PM
Final Approval Date: 10/10/2019

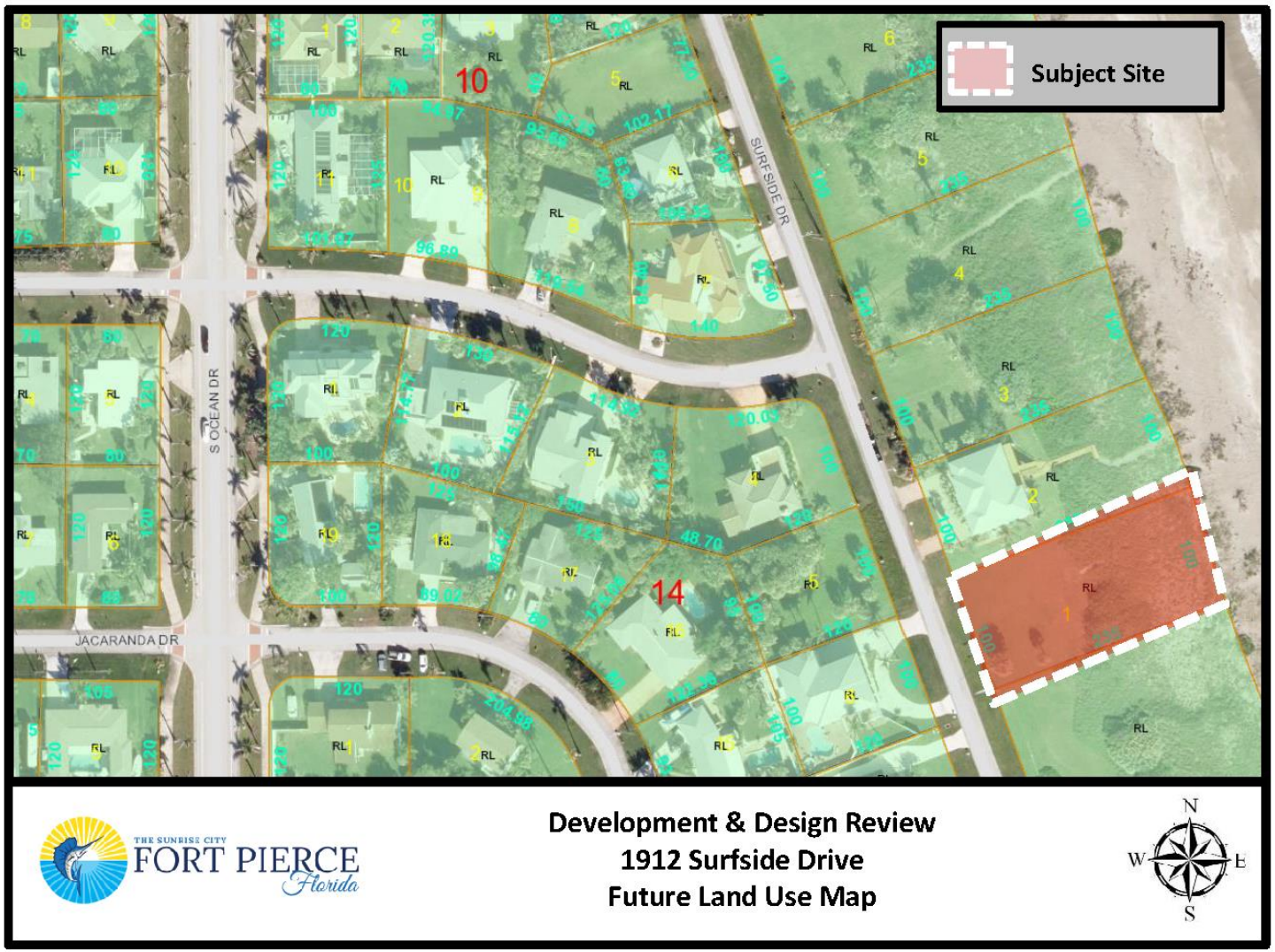
Supina/Twoey Residence
Conditional Use with New Construction & Design Review

1912 Surfside Drive

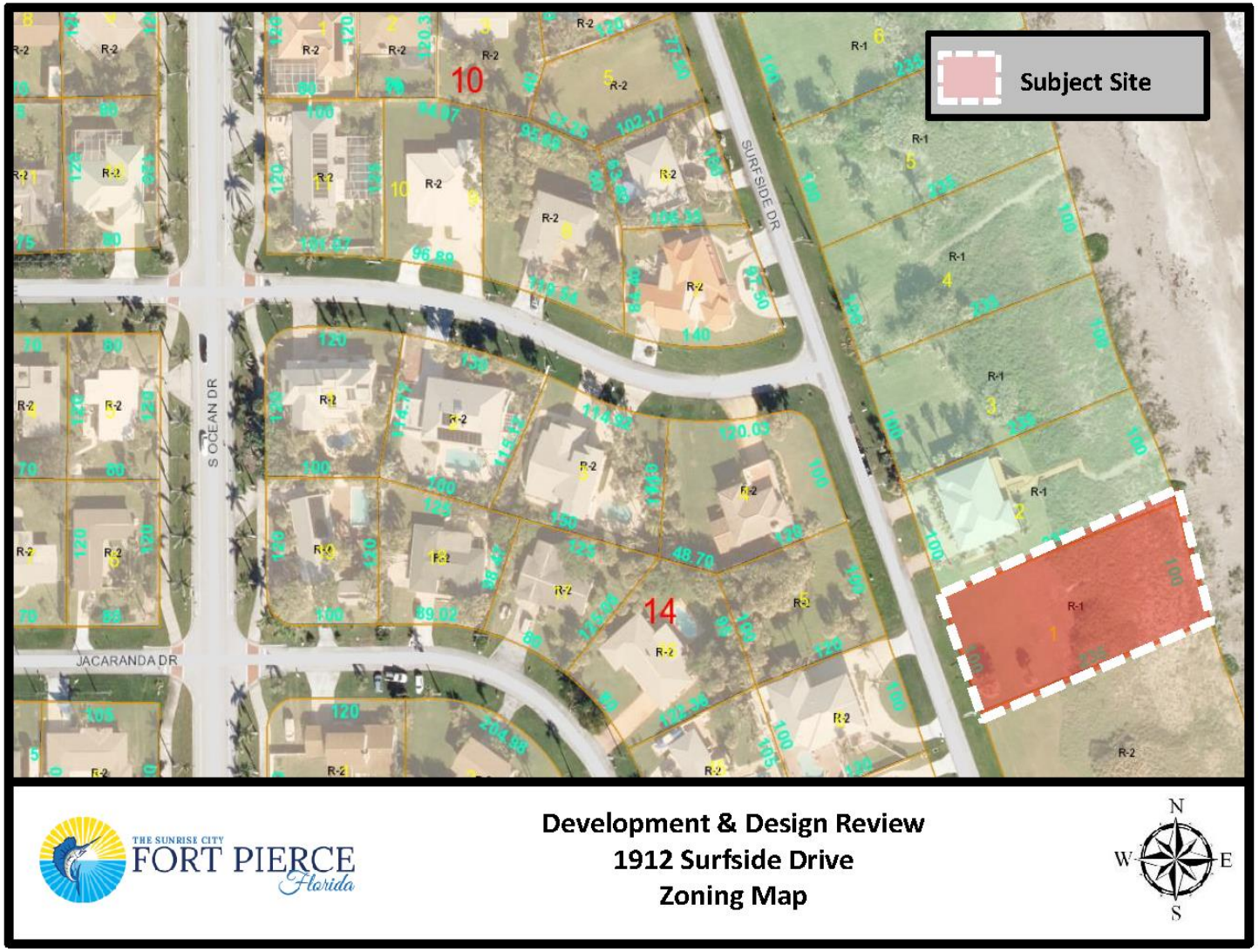
Site Map


Subject Site
CCCL
SURFSIDE DR
S OCEAN DR
JACARANDA DR
THE SUNRISE CITY
FORT PIERCE
Florida
Development & Design Review
1912 Surfside Drive
Aerial Map
N
W
E
S

Future Land Use Map



Zoning Map

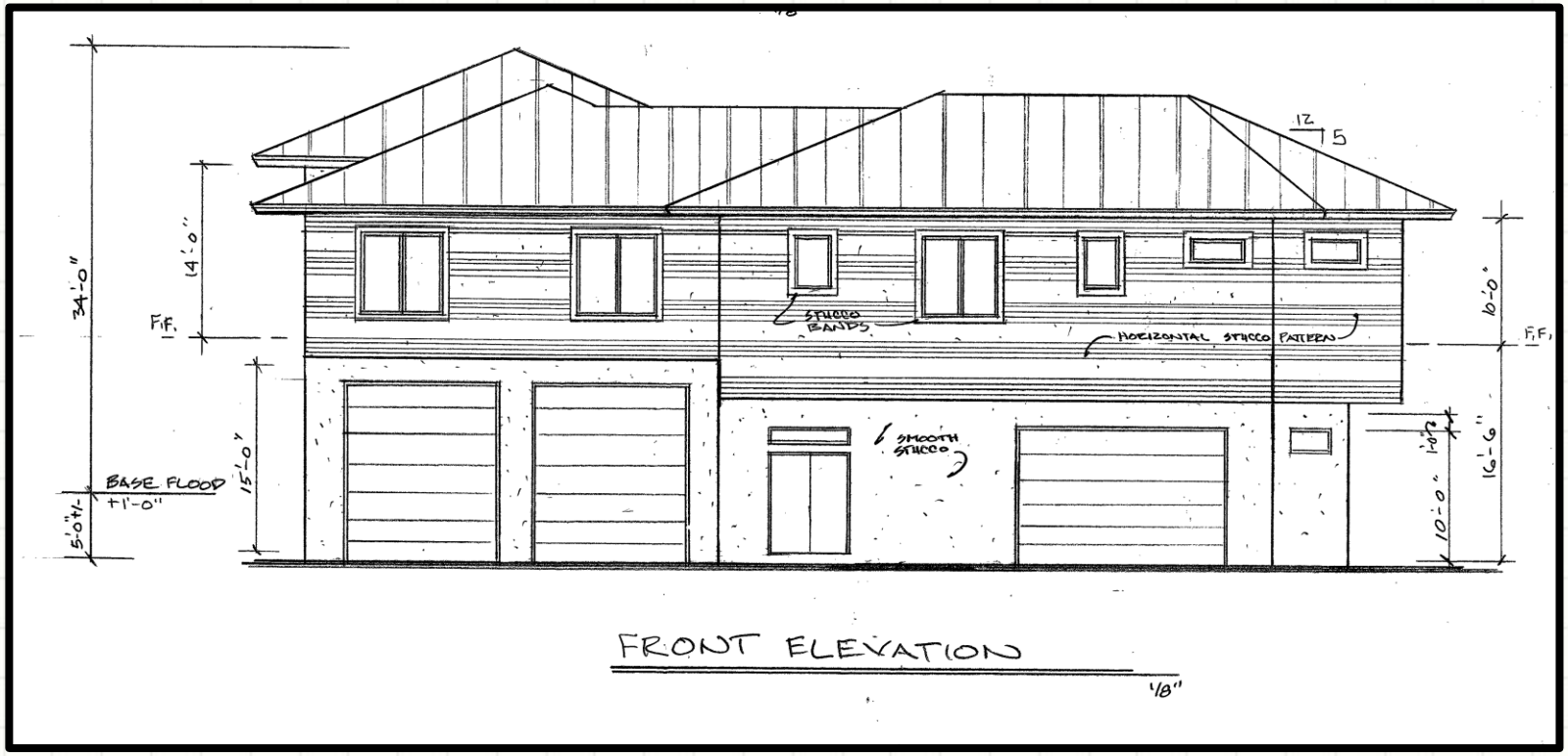

Subject Site
SURFSIDE DR
S OCEAN DR
JACARANDA DR
R-1
R-2
10
14
THE SUNRISE CITY
FORT PIERCE
Florida
Development & Design Review
1912 Surfside Drive
Zoning Map
N
W
E
S

Conditional Use & Design Review

Conditional Use & Design Review for the construction of a single-family home seaward of the Costal Construction Control Line (CCCL) & approval for the structure to be 34 feet in height.

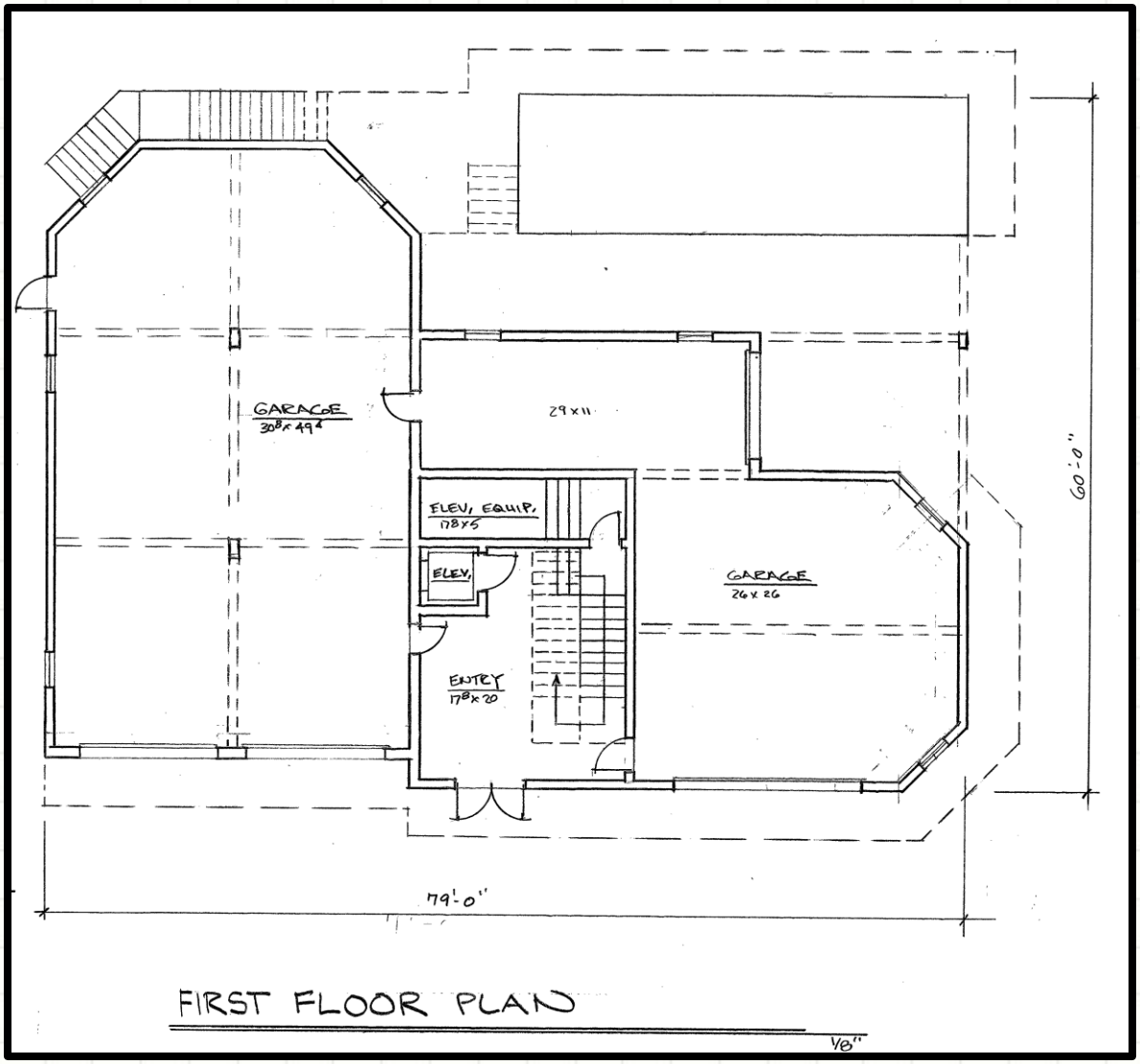
- Staff recommends **Approval** of the request
  - ❑ Consistent with the City Code & the Comprehensive Plan.
  - ❑ Does not adversely affect the public health, safety, convenience and general welfare.
  - ❑ As proposed will not cause an adverse effect to the dune system.
  - ❑ The Planning Board recommends approval

South Beach Overlay District Height Requirement

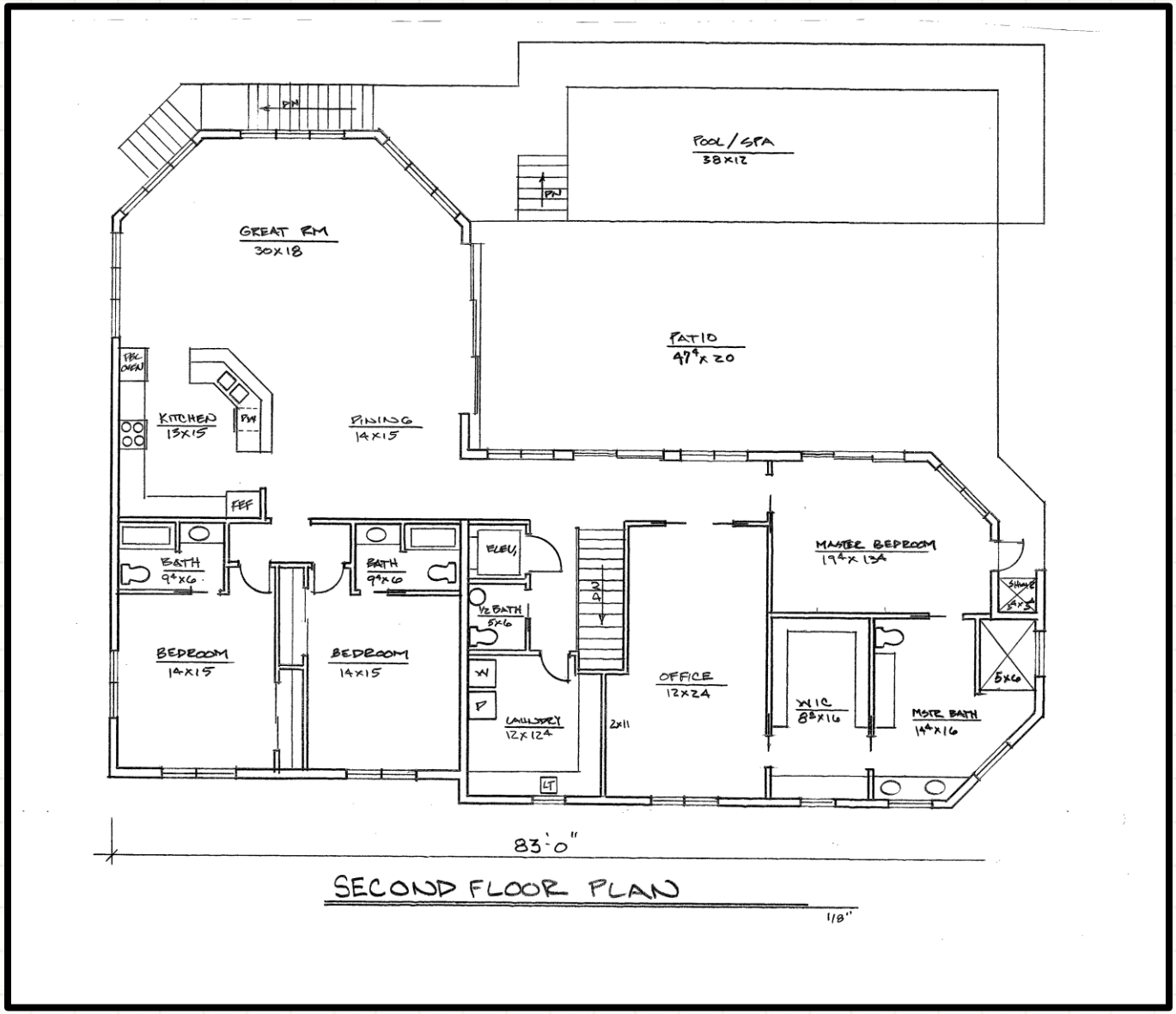


- City Code Section 22-16 (3) (b.) specifies that the maximum allowable height for a single-family home in the R1 district is 28 feet. The height of a structure may extend up to 35 feet with a Conditional Use approval.
- Hight in the South Beach Overlay District is measured from FEMA based Flood Elevation and not from existing grade

Floor Plan 1st Floor



Floor Plan 2nd Floor



Design Review

Staff Recommendation

Staff recommends **APPROVAL** of the request with three conditions.

1. A landscape plan that demonstrates compliance with City Code 22-186 shall be submitted with the building permit.

2. A lighting plan or photometric survey that demonstrates compliance with City Code 5-375 shall be submitted with the building permit.

3. Prior to construction activities the applicant shall obtain approval from the FDEP for construction activities seaward of the Coastal Construction Control Line.

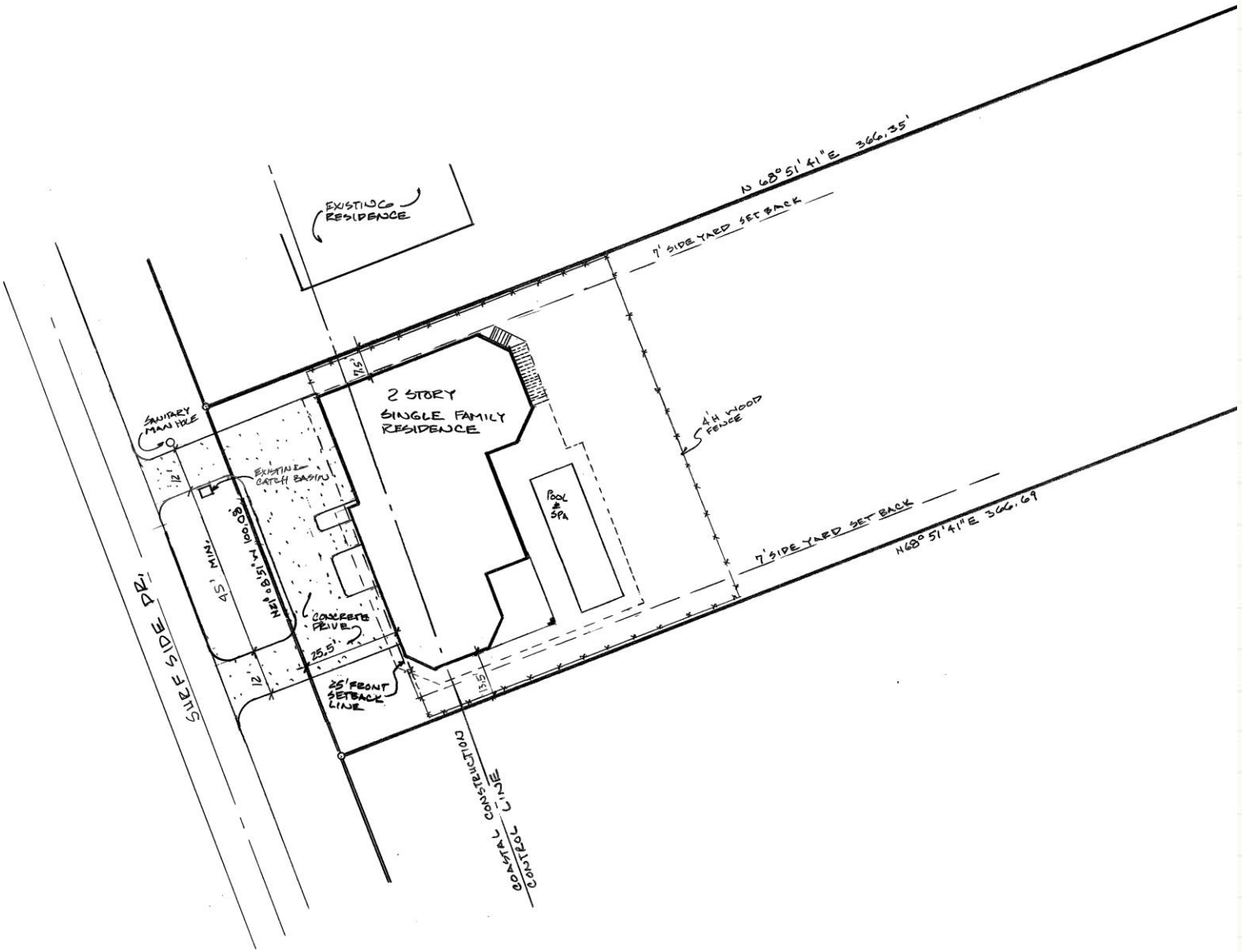
PB Recommendations (Conditional Use & Design Review)

Possible actions of the Planning Board:

- **APPROVE** of the proposed Conditional Use & Design Review with no changes
    - Staff recommends approval of the request with three conditions.
    - Planning Board voted 6-0 to recommend approval
- **APPROVE** of the proposed Conditional Use & Design Review with changes.
- **DISAPPROVE** of the proposed Conditional Use & Design Review.

Supina/Twoey Residence Conditional Use with New Construction & Design Review

1814 Surfside Drive



N 68° 51' 41" E 366.35'
7' SIDE YARD SET BACK
EXISTING RESIDENCE
2 STORY SINGLE FAMILY RESIDENCE
SANITARY MAN HOLE
EXISTING CATCH BASIN
4' H WOOD FENCE
POOL & SPA
7' SIDE YARD SET BACK
N68° 51' 41" E 366.69
45' MIN.
N21° 08' 51" W 100.08'
CONCRETE DRIVE
25.5'
25' FRONT SETBACK LINE
SURF SIDE DR.
COASTAL CONSTRUCTION CONTROL LINE

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, P.E., City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Conditional Use with New Construction and Design Review**
Coastal Construction Control Line (CCCL)
1912 Surfside Drive

BOARD DATE: October 21, 2019

STAFF REPORT

Property Owner: Anne Supina and Sandra Twoey
1564 Thumb Point Drive
Fort Pierce, FL 34949

Representative: Architectonic Inc
806 Delaware Avenue
Fort Pierce, FL 34950

Requested Action: Approval with Conditions of a Conditional Use with New Construction and Design Review for a single-family home seaward of the Coastal Construction Control Line (CCCL). Approval for a second Conditional Use for a height increase to 34 feet from FEMA Based Flood Elevation.

Site Location: 1912 Surfside Drive

Parcel ID: 2412-501-0121-000-3

Parcel Size: 54 Acres

Current Zoning: R-1, Single Family Low Density

Future Land Use: RL, Low Density Residential

Surrounding Zoning

North	East	South	West
R-1	Ocean	R-1	R-2

Staff Analysis:

In accordance with Sections 22-59, 22-66 and 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with New Construction and Design Review for a single-family home seaward of the Coastal Construction Control Line (CCCL).There is also a request for a Conditional Use to allow for an increase in the height of the structure to 34 feet from FEMA Based Flood Elevation in accordance with City Code 22-16(a)(3)b.

The proposed single-family home is located at 1912 Surfside Drive and is owned by Surfside Equities, LLC. The subject property has a Future Land Use designation of Low Density Residential (RL) with a compatible zoning classification of Single-Family Low Density Residential (R-1). The properties to the north and south are also zoned R-1. To the west, the property is zoned Single Family Intermediate Density (R-2) and to the east is the Atlantic Ocean.

As the site is seaward of the CCCL, the proposed construction requires a Conditional Use Approval by the City of Fort Pierce City Commission prior to review for permitting by both the City and the Florida Department of Environmental Protection (FDEP). The FDEP regulates construction eastward of the CCCL under the established State coastal construction guidelines. The FDEP defines the CCCL as portions of beaches and dune systems subject to severe fluctuations based on a 100-year storm event. The FDEP further guides that the CCCL is not a seaward limit for construction of upland structures (as in a setback line) but rather the CCCL delineates the inland limit of areas where special siting and design considerations are necessary to protect the beach-dune system and to protect proposed and existing structures, adjacent properties, and the preservation of public beach access.

Design Review

Design & Height

The home will have a total square footage of 7,213 square feet between the first floor, second floor, and open-air patio. The proposed height of the structure is 34 feet above the FEMA Based Flood Elevation and 39 feet from existing grade. In the South Beach Overlay District, the height of a structure is not determined by measurement from existing grade, but rather from the FEMA Base Flood Elevation. Structures in the R-1 zoning district can be built up to 28 feet from the FEMA Based Flood Elevation without any special approvals. Furthermore, structures can be built between 29 feet to 35 feet with a Conditional Use approval. As the proposed structure will be 34 feet from the FEMA Based Flood Elevation, a Conditional Use approval is required. The proposed single-family home also complies with the setback provisions as stipulated in City Code 22-24(b)(2).

The structure meets the design review standards of City Code 22-59 with regards to the purpose and intent of the code. The intent of the code provided in section 22-59(b) states that “The intent of the city's design review process is not to stifle innovative architecture but rather to assure respect for and reduce incompatible and adverse impacts on the visual experience throughout the city”. The proposed structure meets the purpose of the code as the overall design seeks to minimize the impacts to the surrounding neighborhood as well as the impacts to the environment. The applicant has expressed that the design of the structure will not detract from the built environment but will instead blend in with the surrounding build environment. Although there are no additional design standards in the South Beach Overlay for single family homes, the design chosen mimics the styles of similar homes in the area.

Lighting & Landscaping

The proposed beachside lighting shall be in full compliance with City Code 5-375 (Lighting on the Beach). City Code section 5-375 provides for the protection of sea turtles and sea turtle hatchlings regarding lights effect on the ability of sea turtles to reach the ocean. Any light that can be seen from the beach has the potential of disorienting sea turtles and preventing them from reaching the shoreline. The Code specifies that lighting shall be mounted as low as possible and shall be shielded. These two specifications help to prevent visible light from the beach. The applicant has provided a lighting plan in compliance with

City Code 5-375. The applicant has also provided a landscape plan that complies with City Code 22-186, Single-Family dwelling units and duplexes that requires, among other things, that four trees shall be planted on site.

Technical Review Committee:

All affected Departments have reviewed the submittals and provided comments regarding the proposed Conditional Use application with New Construction and Design Review seaward of the CCCL based on compliance with the requirements of the City Code and Comprehensive Plan. All comments received are attached for your review.

Planning Board:

At their meeting on September 17, 2019 the Planning Board voted 6-0 to recommend approval of the request as presented.

Public Notification:

30 letters were mailed to property owners within 500 feet of the subject property. As of October 9, 2019, no letters have been received, an update will be given at the City Commission meeting.

Staff Comments:

The proposed single-family home meets the requirements of the City Code and is in compliance with the City's Comprehensive plan. Staff recommends approval of the Conditional Use with New Construction and Design Review, seaward of the CCCL with the following conditions:

1. A landscape plan that demonstrates compliance with City Code 22-186 shall be submitted with the building permit.

2. A lighting plan or photometric survey that demonstrates compliance with City Code 5-375 shall be submitted with the building permit.

3. Prior to construction activities the applicant shall obtain approval from the FDEP for construction activities seaward of the Coastal Construction Control Line.

THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
1912 Surfside Drive
Aerial Map

N
W E
S

THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
1912 Surfside Drive
Future Land Use Map

N
W E
S

THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
1912 Surfside Drive
Zoning Map

N
W E
S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

August 14, 2019

Architectonic Inc
806 Delaware Avenue
Fort Pierce, FL 34950

SUBJECT: **Supina/Twoey Residence – 1912 Surfside Drive**
TECHNICAL REVIEW PROJECT: # 19-04000012
DEVELOPMENT REVIEW (CONDITIONAL USE) & DESIGN REVIEW

Comments:

1. Submit colored renderings or elevations of the building for the Design Review application.
2. Submit a project narrative that explains the project.
3. Submit a narrative as part of the Design Review application regarding how the chosen building design fits into the character of the surrounding area.

Please provide a written response to all TRC comments by August 30, 2019. Any department that has recommended disapproval must have their comments satisfied and must give at least a recommendation of approval with conditions before the project can move to the Planning Board stage. Once the project is ready for the Planning Board stage you will need to submit ten (10) full complete hard copies & one (1) complete digital copy of all previous submittal materials with any revisions reflected. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Brandon Creagan, Planner

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

RE : Single Family Home CU – 1912 Surfside Drive
TRC No. 19-04000012

DATE : September 6, 2019

This is to advise you that we have completed the review of the following documents as received by this office on August 29, 2019:

- [x] Conditional Use w/New Construction Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Conditional Use
- [ ] Building Permit
- [ ] C/O

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

- [x] No comments

JRA/VB/vb

Q:\ENGINEERING\Site Development Projects\Addresses\1912 Surfside\CU\Submittal No. 2 - 082919\CU Comments - 0890619.docx

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

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

RE : Single Family Home CU – 1912 Surfside Drive
TRC No. 19-04000012

DATE : August 13, 2019

This is to advise you that we have completed the review of the following documents as received by this office on August 2, 2019:

- [x] Conditional Use w/New Construction Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [x] Approval of Conditional Use
- [ ] Building Permit
- [ ] C/O

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

- [x] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Provide a recent signed and sealed survey as the one submitted was a June 2018 copy that was not signed or sealed.
2. Revise the plans to include the applicable driveway widths 12-feet minimum and 26-feet maximum and driveway spacing of 40-feet.
3. The submitted survey identified the existing drainage basin located directly adjacent to the property. Revise the plot plan to identify the drainage basin to ensure no conflicts between the drainage system and the driveway construction will occur.

JRA/VB/vb

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 8.15.19
Property Address: 1912 Surfside Dr.
Property Name: CU with New Construction
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☑ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☑ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☑ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Construction is east of the CCCL, the structure is required to be elevated on piles or columns, DEP approval Is required.

Building Official's or Representative's Signature _____ Date: 8.13.19

Technical Review Committee meeting

August 15th, 2019

Case # 19-04000012

Conditional Use with new construction

Single family home 1912 Surfside Dr, FP

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

August 15, 2019

TECHNICAL REVIEW PROJECT # 19-04000012

Conditional Use with New Construction – Single Family Home – 1912 Surfside Drive

Comments

FPUA W/WW Engineering: Approved as noted: Wastewater Service – A sanitary sewer lateral must be constructed by the applicant's contractor from the manhole to the northwest corner of the property. The plumber is responsible to contact Robert Eschmann @ (772) 466-1600 ext. 5520 to schedule a sewer tap inspection. The plumber must be present for the inspection with the connection fully exposed for inspection purposes. Ferncos are not allowed to be used for connection of private lateral to FPUA's point of service. Ensure that FPUA Detail S-4A is strictly adhered to when restoring the excavation after the inspection is complete.

Water Service must be applied for at FPUA's Customer Service Building @ 206 South 6th Street.

Service is contingent on: Correct installation of sanitary sewer lateral, and Payment of all applicable fees and costs associated with the request.

FPUA Electric & Gas Engineering: Approved - the point of service location is Pole - FPI #11715 / SW corner of property

August 12, 2019

Project:	**Conditional Use-Single Family Home**
Subject:	**SURVEY REVIEW**
To:	Brandon Creagan
From:	Rod Reed, PLS
	SLC-Engineering Division

All comments are based on the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, per Chapter 5J-17.050 thru 5J-17.052, Florida Administrative Code, pursuant to current Section 472.027, Florida Statutes.

SURVEY:

1) Please add to the Bearing Base Note (posted as Surfside Drive) to avoid confusion.
2) Please add to the face of Survey, South Ocean Drive as Platted, to avoid confusion.

Please provide a written response to all comments

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
AUG 0 1 2019
CITY OF FORT PIERCE
PLANNING & ZONING

DEVELOPMENT REVIEW

Property address or Location 1912 Surfside Drive Ft. Pierce Florida

Parcel ID #(s) 2412-501-0121-000-3

Project description Construct 2 story Single Family Residence

Anne E. Supina & Sandra L. Twoey	Mike Menard of Architectonic Inc.
Property Owner(s)	**Applicant/Representative, Title, Company**
1563 Thumb Point Dr.	806 Delaware Ave.
Street Address	Street Address
Ft. Pierce Fl 34949	Ft. Pierce Fl 34950
City State Zip	City State Zip
1-814-280-7355	772-460-7751
Phone Number	Phone Number
boxerbills@gmail.com	mmenard@architectonicinc.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY St. Lucie

The foregoing instrument was acknowledged before me this 25 day of July, 20 19, by Anne E. Supina & Sandra L. Twoey who is personally known to me or has produced _____ as identification.

Signature of Notary

(seal)

RUBEN V. VALLS
Notary Public, State of Florida
Commission# FF 939592
My comm. expires Jan. 17, 2020

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Intake Date Stamp

❑ DEVELOPMENT REVIEW

General Information

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

Choose Application Type:

Application Type		
❑ Site Plan	■ Conditional Use with New Const.	❑ Major Amendment
❑ Conceptual Development Plan		❑ Minor Amendment

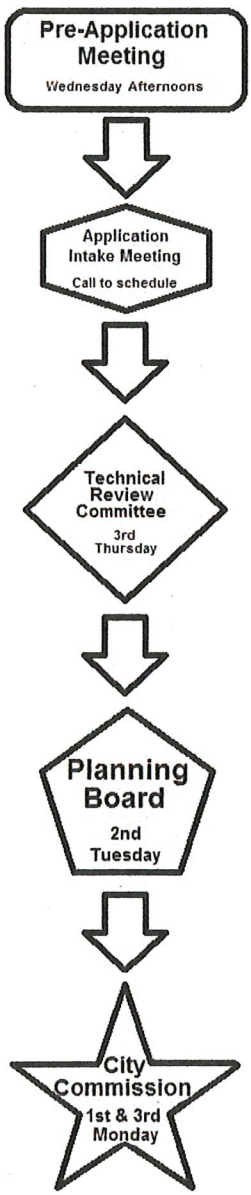
Site Information:

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

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

North	South	East	West
Residential	Residential	Ocean	Residential

Application Outlook



Site Plan submittal requirements:

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

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

16

RECEIVED
AUG 09 2019
CITY OF FORT PIERCE
PLANNING & ZONING

Conditional Use – No New Construction

Property address or Location 1912 Surfside DR Fort Pierce FL 34949

Parcel ID #(s) 2412-501-0121-000-3

Project description 2 Story Single Family Home (34'-0")

ANNE E. SUPINA
SANDRA L. TWOEY
Property Owner(s)
1564 THUMB POINT DR
Street Address
FORT PIERCE FL 34949
City State Zip
814-280-7355
Phone Number
BOXERBILLS @ GMAIL.COM
Email Address

ARCHITECTRONIC INC
Applicant/Representative, Title, Company
806 DELAWARE AVE
Street Address
Fort PIERCE FL 34950
City State Zip
772-460-7751
Phone Number
MMONARD @ ARCHITECTRONICINC.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.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- Florida COUNTY St. Lucie

The foregoing instrument was acknowledged before me this 8th day of August, 2019, by Anne E Supina & Sandra Lee Twoey who is personally known to me or has produced Florida Driver Licenses as identification.

Signature of Notary

(seal)

HELEN P. STEWART-DOUGLAS
Notary Public, State of Florida
Commission# GG 354567
My comm. expires Feb. 25, 2020

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Design Review

Property address or Location 1912 Surfside Drive Ft. Pierce
Parcel ID #(s) 2412-501-0121-000-3
Project Description 2 Story Single Family Residence

Anne E. Supina & Sandra L. Twoey	Mike Menard of Architectonic Inc.
Property Owner(s)	Applicant/Representative, Title, Company
1564 Thumb Point Dr.	806 Delaware Ave.
Street Address	Street Address
Ft. Pierce FL 34949	Ft. Pierce FL 34950
City State Zip	City State Zip
1-814-280-7355	772-460-7751
Phone Number	Phone Number
boxerbills@gmail.com	mmenard@architectonicinc.com
Email Address	Email Address

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

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY St. Lucie
The foregoing instrument was acknowledged before me this 25 day of July, 2019, by
Anne E. Supina & Sandra L. Twoey who is personally known to me or has produced
FL DL as identification.

Signature of Notary

RUBEN V. VALLS
Notary Public, State of Florida
Commission# FF 939592
My comm. expires Jan. 17, 2020
(seal)

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic Districts	Historic Designation

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit _____
Intake Planner _____
Planner Assigned _____
Approved _____ Date _____
Comments _____

Intake Date Stamp

Records $ 18.50
Doc Stamps: $ 3,339.00

17-06139C

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4339661 08/10/2017 02:54:39 PM
OR BOOK 4030 PAGE 710 - 711 Doc Type: DEED
RECORDING: $18.50
Doc Tax: $3339.00

Prepared By and Return To:
Treasure Coast Title & Settlement of Vero, LLC
Attn: Chrissy Canady
3375 20th Street, Suite 130
Vero Beach, FL 32960

Order No.: 17-06139C

Property Appraiser's Parcel I.D. (folio) Number:
2412-501-0121-000-3

Treasure Coast Title Agency of Vero, Inc.
3375 20th Street, Suite 130
Vero Beach, FL 32960
P: 772-299-5022 Fax: 772-299-5026
Courthouse Box # 60

WARRANTY DEED

THIS WARRANTY DEED dated July 27, 2017, by Vincent Apicella and Maria Clara Bago, his wife, whose post office address is 15350 Earhart Place, Wellington, Florida 33414 (the "Grantor"), to Anne E. Supina and Sandra L. Twoey, a married couple, whose post office address is 1564 Thumb Point Drive, FT Pierce, Florida, 34949 (the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN Dollars And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Saint Lucie, State of Florida, viz:

Lot 1, Block 11, Surfside Unit One, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 17, of the Public Records of St. Lucie County, Florida.

THIS PROPERTY IS VACANT LAND

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: 2016.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Vincent Apicella

Witness Signature

Maria Clara Bago

Christopher Cronin
Printed Name of First Witness

Witness Signature

Jennifer Darsey
Printed Name of Second Witness

Grantor Address:
15350 Earhart Place
Wellington, FL 33414

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 27 July, 2017 by Vincent Apicella and Maria Clara Bago, husband and wife who is personally known to me or who produced his/her Florida Drivers license as identification.

Angela Garcetti Besin

Printed Name: Angela Garcetti-Besin
My Commission Expires: Jan 10, 2020

ANGELA GARCETTI-BESIN
Notary Public - State of Florida
Commission # FF 948962
My Comm. Expires Jan 10, 2020

Design Intent:

Careful consideration and thought have been given to the design presented herein, regarding orientation, access, building design and budget.

Criteria as follows:

Auto access to the property is proposed to be from Surfside Drive, with a circular drive to allow for RV and boat maneuvering and to provide adequate parking for visitors.

The majority of the architectural details selected for the residence do exist on the nearby residences. Articulation of the building façade is achieved by the use of metal roofing, raised stucco banding around the windows and doors, detailed in such a way as to promote vertical proportions. Other design elements include horizontal stucco pattern to simulate lap sliding. The building exterior colors will complement the façade articulation with accents colors distinguishing the stucco banding from the body colors of the building.

The building, though tall, is a two-story design with a variety of architectural designs with a variety of architectural details and architectural metal roofing, making it compatible with the existing structures.

806 Delaware Avenue Tel: 772 460 7751 www.architectonicinc.com
Fort Pierce, Florida 34950 Fax: 772 460 4244 FL Reg #AA26003348

Architectonic Inc

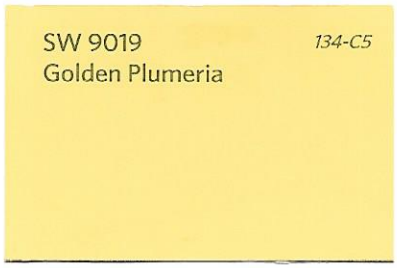
SUPINA – TWOEY RESIDENCE

COLOR CHART

MAIN BODY FIRST FLOOR
SW 7551 GREEK VILLA

SW 7551
Greek Villa
FS 15

MAIN BODY SECOND FLOOR
SW 9019 GOLDEN PLUMERIA



DOORS
SW 7663 MONORAIL SILVER

TRIM (STUCCO BANDS & FASCIA)
SHERWIN WILLIAMS PURE WHITE

ROOFING MILL FINISH GALVALUME

806 Delaware Avenue
Fort Pierce, Florida 34950
Tel: 772 460 7751
Fax: 772 460 4244
www.architectonicinc.com
FL Reg #AA26003348

ARCHITECT

Architectonic Inc

806 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772 460 7751
F: 772 460 4244

WWW.ARCHITECTONICINC.COM

STATE REG # AA26003348

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PROJECT

SUPINA-TWOEY
RESIDENCE
FT. PIERCE, FLORIDA

CLIENT

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA
AR96898

REVISIONS

NO.	DATE	REVISION

KEY PLAN

SHEET TITLE / SHEET NUMBER

PROJECT NUMBER R19067

DATE

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

AFFIDAVIT OF NOTIFICATION AND MAILING

I, the undersigned, do hereby declare that I did mail copies of a notice of public hearings to each owner of the property located, or having any part thereof, situated within five hundred (500) feet of any point of the property for which the request has been made and to the owner of the property for which the request has been made, as required by Chapter 22, Article X, Section 22-143 of the Code of Ordinances.

Project: Conditional Use - 1912 Surfside Drive

Staff Name: Brandon C. Creagan

Staff Signature: B e e ...

Date Mailed: 10-7-19

Number of Mailed Letters: 30

Attachments:
Copy of notice of public hearings
Mailing list
Map of properties notified

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

October 7, 2019

Dear Property Owner(s):

The property owners/applicant, **Anne Supina & Sandra Twoey,** & representative **Architectonic Inc** are requesting approval of a **Conditional Use with New Construction** to construct a single-family home seaward (east) of the Coastal Construction Control Line at 1912 Surfside Drive in Fort Pierce, Florida. The property is zoned Single Family Low Density (R-1). The Parcel ID is 2412-501-0121-000-3.

Legal Description: SURFSIDE-UNIT ONE- BLK 11 LOT 1 (0.54 AC) (OR 4030-710)

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meeting on **Monday, October 21, 2019** which begins at **6:30 p.m**. in the City Hall Commission Chambers, 100 North U.S. 1, Fort Pierce, Florida. You are provided the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Conditional Use with New Construction**. Whether you attend the meeting or not, it is requested that you please complete the form below and return it so it is received by **5 p.m**. on **Monday, October 21, 2019.** Methods of returning your ballot are identified below. Each ballot returned will be tabulated and reported to the City Commission. If you have any inquiries, or would like to review the complete application, please contact me at (772) 467-3742 or bcreagan@city-ftpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Thank you for your contribution.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

Conditional Use New Construction – 1912 Surfside Drive No. 1

I approve 0 I disapprove 0

Comments:

_____

_____

_____

_____ _____

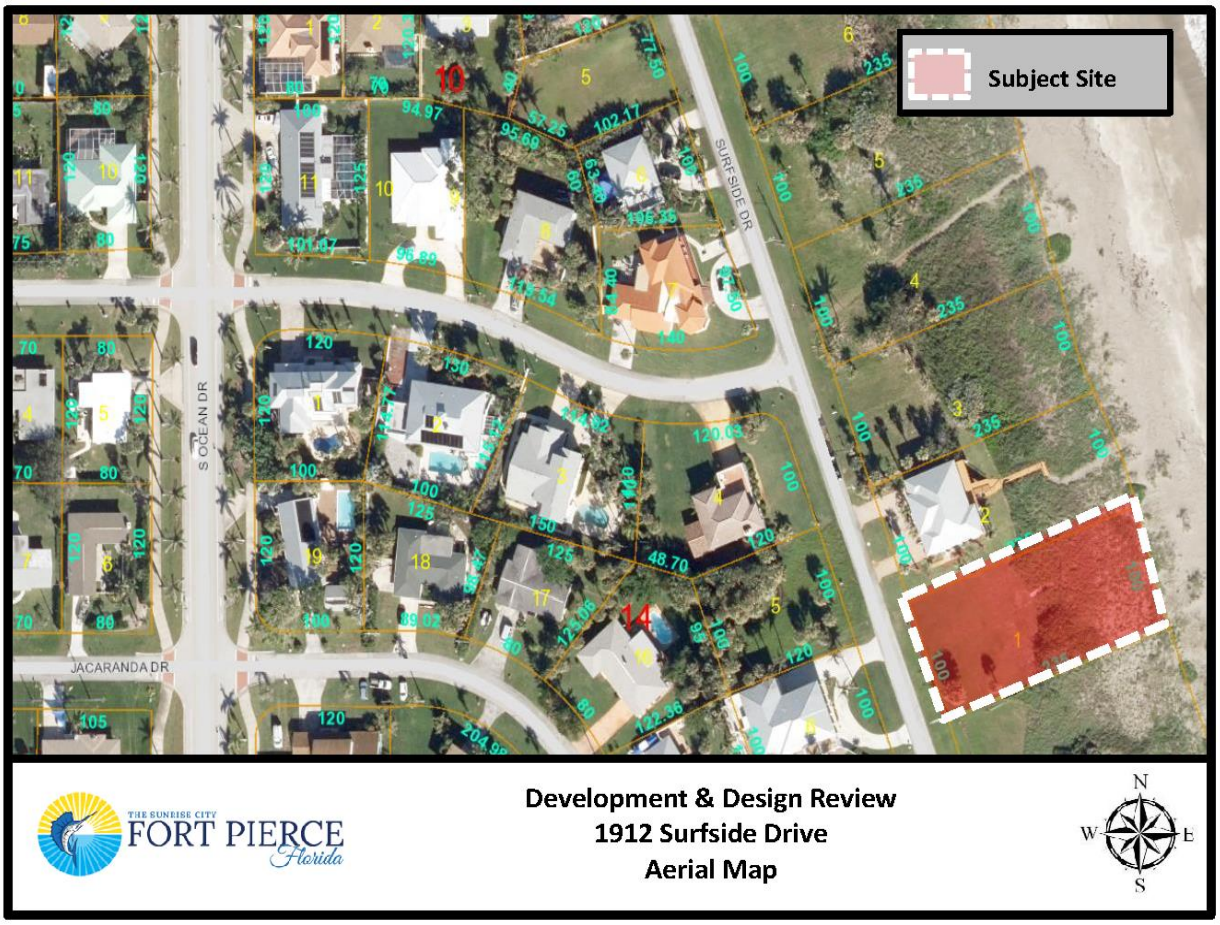
Signature **Date**

Please complete and return ballot to:

Mail		**Fax**		**Email**
City of Fort Pierce Planning Department 100 N. US Hwy 1 Fort Pierce, FL 34950	or	(772) 466-5808	or	bcreagan@city-ftpierce.com

Aerial Map

1912 Surfside Drive



Lurline M Saveikis 1
1809 Surfside Dr
Fort Pierce, FL 34949-3353

Federico A Miranda and Kristie F Miranda 2
1813 Surfside DR
Fort Pierce, FL 34949-3353

Foster N Blackburn and Joan J Blackburn 3
2012 Mimosa Ave
Fort Pierce, FL 34949-3331

Anne E Supina and Sandra L Twoey 4
1564 Thumb Point DR
Fort Pierce, FL 34949-3567

Fernando V Morales 5
2170 SW 21st ST
Okeechobee, FL 34974-5716

John L Hofer and Suzanne Hofer 6
4590 SE Glenridge TRL
Stuart, FL 34997-6991

Surfside Equities LLC 7
2835 Odonnell ST; Unit Ste 1001
Baltimore, MD 21224-4897

Steven E Rahman and Jacqueline Rahman 8
82 Mid Pines TER
Wellington, FL 33414-4029

FJI LLC 9
5601 Powerline RD; Unit Ste 103
Fort Lauderdale, FL 33309-2831

Surfside Private Beach Inc 10
1907 Jacaranda Ave
Fort Pierce, FL 34949

Joseph A Moore (TR) 11
PO Box 298
Zellwood, FL 32798-0298

Igor Kublitskiy 12
3333 Routt ST
Wheat Ridge, CO 80033-5400

Boris M Odintsov and Vera V Lozovaya 13
1901 Surfside DR
Fort Pierce, FL 34949-3354

Michael L Maleski and Michelle L Maleski 14
4241 Meadowood CT
Hudsonville, MI 49426-8667

Anatole A Klyosov and Gail M Klyosov 15
1911 Surfside DR
Fort Pierce, FL 34949-3354

Patricia Roth 16
4269 S Alton St
Englewood, CO 80111

Margaret H Corderman 17
1915 Surfside Dr
Fort Pierce, FL 34949

Quintero Family Prtnshp LTD 18
306 International PKWY
Sunrise, FL 33325-6273

William H Gilmartin III 19
511 N 71st TER
Hollywood, FL 33024-7338

Donald Tipaldi 20
6305 Kipapa RD
Kapaa, HI 96746-8622

Cindy S Wasserman 21
2024 Jacaranda Ave
Fort Pierce, FL 34949-3326

Josephine Bako 22
2022 Jacaranda AVE
Fort Pierce, FL 34949-3326

Janell M Frisk 23
2020 Jacaranda AVE
Fort Pierce, FL 34949-3326

Timothy D Fischer and Tracy K Fischer 24
2018 Jacaranda DR
Fort Pierce, FL 34949-3326

Bruce L Charboneau (TR) and Kathleen A Charboneau (TR) 25
8035 Spendthrift LN
Port St Lucie, FL 34986-3122

William R Kidd and Marianne Kidd 26
2769 Boston CT
Lantana, FL 33462-3877

Joshua Voss and Ashley L Voss 27
2012 Jacaranda Dr
Fort Pierce, FL 34949-3326

Charles T Holsen (TR) and Deborah L Holsen (TR) 28
246 North Lake Rd
Oconomowoc, WI 53066-2820

Frank P Celino (LF EST) 29
2010 Rio Vista DR
Fort Pierce, FL 34949-3350

Andrew P Butler and Donna M Butler 30
2023 Jacaranda DR
Fort Pierce, FL 34949-3388

CYPRESS AVE
MIMOSA AVE
JACARANDA DR
RIO VISTA DR
S OCEAN DR
COCONUT DR
SURFSIDE DR
Parcel Info:2412-501-0121-000-3
Owner Anne E Supina
Site Address 1912 Surfside DR
Jurisdiction Fort Pierce
Acres 0.54
Last Sale Date 7/27/2017
Last Sale Price $477000
Zoom to
Dock Window
Report
Measure
Comparable Sales

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - 1912 Surfside Drive

NOTICES PROVIDED PURSUANT TO: 22-143

NOTICE BY NEWSPAPER: 10-6-2019

NOTICE BY MAIL: 10-7-2019

NOTICE BY SIGNS: 9-11-2019

VERIFIED BY: Brandon C. Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 10/9/2019

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

RECEIVED
OCT 11 2019
CITY CLERK'S OFFICE

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Piercein 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.

October 6, 2019

Subscribed and sworn to before on October 7, 2019:

Tara Mondloch
Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $143.52
Ad No: 0003823657
Customer No: 1330884
PO #:

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINC

The City Commission of the City of Fort Pierce, Florida, pursuant to City Code Sections 22-75, 22-76, and 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, October 21, 2019 hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider the following:

1.Review and approval of an application for Conditional Use with New Construction & Design Review submitted by Property Owners,Anne Supina & Sandra Twoey, & Representative, Architectonic Inc, to construct a single family home seaward (east) of the Coastal Construction Control Line (CCCL), located at 1912 Surfside Drive in Fort Pierce, FL. The property is zoned Single Family Low Density (R-1) Parcel ID: 2412-501-0121-000-3.

2.Review and approval of an application for Conditional Use with New Construction & Design Review submitted by Property Owner, Surfside Equities, LLC, & Representative, Braden & Braden, to construct a single family home seaward (east) of the Coastal Construction Control Line (CCCL), located at 1814 Surfside Drive in Fort Pierce, FL. The property is zoned Single Family Low Density (R-1) Parcel ID: 2412-501-0124-000-4.

3.Application for Conditional Use with No New Construction submitted by property owner, Nicholas Danaluk Jr. and applicant, Michelle Longarzo to establish a Vacation Rental, offering lodging for less than six (6) months; with a minimum of two (2) days at 715 S. Ocean Drive, Unit D, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-504-0004-000-2.

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

ANY PERSONSEEKINGTO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOINGIS ADVISED THAT A RECORD OF PROCEEDING IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGSS 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.

City Commission Regular Meeting **12. e.**

Meeting Date: 10/21/2019

Re: Conditional Use - Danaluk Vacation Rental - 715 S. Ocean Drive, Unit D

Submitted For: Jennifer Hofmeister, Planning Director, Planning & Zoning

---

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with No New Construction submitted by property owner, Nicholas Danaluk Jr. and applicant, Michelle Longarzo to establish a Vacation Rental, offering lodging for less than six (6) months; with a minimum of two (2) days at 715 S. Ocean Drive, Unit D, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-504-0004-000-2.

SUMMARY:

- The applicant is requesting review and approval of a Conditional Use to operate a Vacation Rental at Unit D of the Boardwalk Condominiums, located at 715 S. Ocean Drive.
- The subject condominium is a one-bedroom and one-bathroom condo unit. Each condo unit has one designated parking space, with additional guest parking spaces.
- The proposed Conditional Use will offer lodging of less than six months with a minimum stay of two days to guests. Additionally, the applicant is also proposing to provide gratis use to the Kid's Cancer Foundation, a 501(c)(3), during available intervals, at the subject residence.

RECOMMENDATION:

The proposed use presents the provision of transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following eight conditions:

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.

4. There shall be a limitation of no more than no two vehicles at the site.

5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

6. The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

7. Installation of one handicap space per City Code Section 22-60 Off-Street Parking and Loading (if not already present).

8. Per City Code Section 22-62 Sidewalks. b) Applicability: In order to provide continual access for pedestrians, sidewalks and sidewalk linkages the property owner or permit applicant shall provide within thirty-one (31) days of Conditional Use approval a permit for the installation of a sidewalk along their property line that abuts Hernando Street.

ALTERNATIVES:

- Approval with alternative conditions
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Potential Increase in Ad-Valorem and Tourism Tax Revenue

Attachments

Staff Presentation
Staff Report & Supporting Documents
Applicant Packet & Supporting Documents
Applicant Submitted Documents
Affidavit of Mailing & Public Notice Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/10/2019 08:49 AM

Form Started By: Vennis Gilmore
Started On: 10/09/2019 02:05 PM
Final Approval Date: 10/10/2019

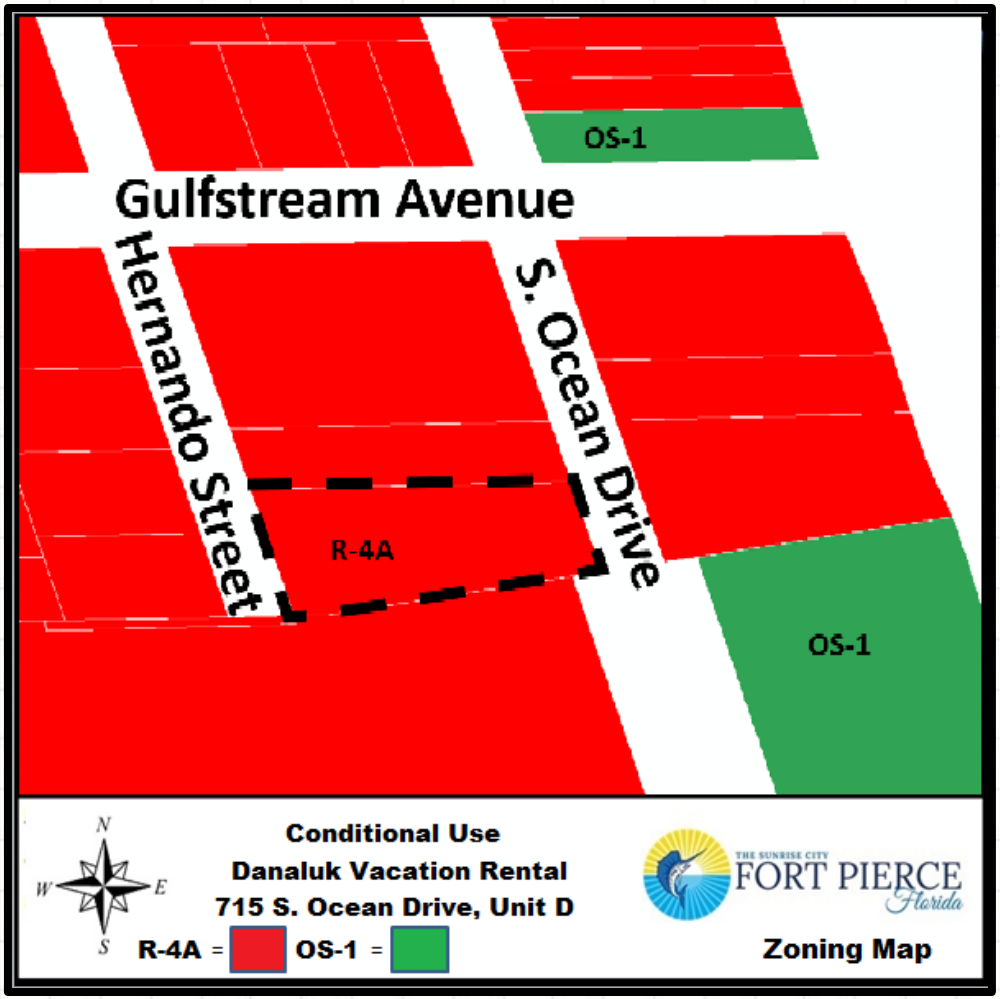
Conditional Use

715 S. Ocean Drive, Unit D

Aerial Map

N
W
E
S
Danaluk Vacation Rental
715 S. Ocean Dr., Unit D
Aerial Map
FORT PIERCE
Florida

Zoning Map


OS-1
Gulfstream Avenue
Hernando Street
S. Ocean Drive
R-4A
OS-1
N
W
E
S
Conditional Use
Danaluk Vacation Rental
715 S. Ocean Drive, Unit D
R-4A =
OS-1 =
THE SUNRISE CITY
FORT PIERCE
Florida
Zoning Map

Danaluk Vacation Rental

Consideration of a Conditional Use With No New Construction – Danaluk Vacation Rental at 715 S. Ocean Drive, Unit D.

- Approval of a Conditional Use to operate a Vacation Rental, offering lodging for less than six months. The minimum rental period is identified as two days.

- Staff recommends **APPROVAL** subject to eight (8) conditions

Synopsis for Recommendation

- Ordinance K-114 passed in 2001
- FL Legislature - 2011
  - Prohibits cities from denying STR rights
  - Conditional uses are allowed
- Quasi-Judicial Hearing
  - No Validated Evidence (Consistent with Code)
  - No COFP Code Enforcement or FPPD current violations
- Conditions of Approval are being added to protect the neighborhood

CC Recommendations

Possible actions of the City Commission:

- APPROVAL of the proposed Conditional Use, subject to the 8 Conditions and no changes
- APPROVAL of the proposed Conditional Use with changes
- DISAPPROVAL of the proposed Conditional Use

  - ❑ This item requires a concurring four-fifths vote by the City Commission, due to a recommendation of disapproval by the Planning Board

Staff Recommendation

Staff recommends **APPROVAL** subject to eight (8) conditions:

1) The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.

4) There shall be a limitation of no more than no two vehicles at the site.

Staff Recommendation

Staff recommends **APPROVAL** subject to eight (8) conditions:

5) The City of Fort Pierce Business Tax License number shall be included on all advertising.

6) The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

7) Installation of one handicap space per City Code Section 22-60 Off-Street Parking and Loading (if not already present).

8) Per City Code Section 22-62 Sidewalks. b) Applicability: In order to provide continual access for pedestrians, sidewalks and sidewalk linkages the property owner or permit applicant shall provide within thirty-one (31) days of Conditional Use approval a permit for the installation of a sidewalk along their property line that abuts Hernando Street.

CC Recommendations

Possible actions of the City Commission:

- APPROVAL of the proposed Conditional Use, subject to the 8 Conditions and no changes
- APPROVAL of the proposed Conditional Use with changes
- DISAPPROVAL of the proposed Conditional Use

  - ❑ This item requires a concurring four-fifths vote by the City Commission, due to a recommendation of disapproval by the Planning Board

Conditional Use

715 S. Ocean Drive, Unit D

PUBLIC HEARING

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas Mimms, PE, City Manager
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Vennis Gilmore, Planner
RE:	**Danaluk Vacation Rental** **715 S. Ocean Drive, Unit D**
BOARD DATE:	October 21, 2019

STAFF REPORT

Owner:
Nicholas Danaluk Jr.
1425 SW Edinburgh Drive
Port St. Lucie, FL 34953

Applicant:
Michelle Longarzo
1425 SW Edinburgh Drive
Port St. Lucie, FL 34953

Applicant's Request:
Approval of a Conditional Use to operate a Vacation Rental, offering lodging for less than six months. The minimum rental period is identified as two days.

Location(s):
715 S. Ocean Drive, Unit D

Parcel ID:
2401-504-0004-000-2

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

Future Land Use:
Hutchinson Island Residential (HIR)

Surrounding Zoning:

North	East	South	West
R-4A	R-4A	R-4A	R-4A

Utilities:
FPUA

Staff Analysis:

Request
In accordance with Sections 22-22 and 22-76 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Vacation Rental at Unit D of the Boardwalk Condominiums, located at 715 S. Ocean Drive. The subject condominium is a one-bedroom and one-bathroom condo unit. Each condo unit has one designated parking space, with additional guest parking spaces. The proposed Conditional Use will offer lodging of less than six months with a minimum stay of two days to guests. Additionally, the applicant is also proposing to provide gratis use to the Kid's Cancer Foundation, a 501(c)(3), during available intervals, at the subject residence.

The property is located at the southwest corner South Ocean Drive and Gulfstream Avenue. The subject site is surrounded by single-family homes to the east and west, and condominiums to the north and south. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A).

Dwelling Rentals
Pursuant to City Code Section 22-3. – Definitions - Generally, the rental of any dwelling unit for less than six 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 that is rented for periods of less than one month. Pursuant to Florida State Statute 509.242, declaring the use a "Vacation Rental," defines 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 one 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 days. The rental of a dwelling for periods at a minimum of thirty-one days, but less than six months, is a "Dwelling Rental," but not a "Vacation Rental."

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

Table 1 – Dwelling & Vacation Rental Definitions

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

Zoning & Land Use
The subject site is located within the Hutchinson Island Medium Density Residential Zone (R-4A) district which was established because Hutchinson Island is a sensitive barrier island that 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 eight dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed. The HIR district was previously referred to as "Medium Density Residential Hutchinson Island (Rmhi)."

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 condominium features one designated parking space, with additional shared guest parking spaces.

Conditional Use
As stated in City Code Section 22-74, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a 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.

Technical Review Committee
All affected departments have reviewed the proposed Conditional Use with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Property Owner Response Summary
A total of 158 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As of October 9, 2019, there have been no responses by adjacent property owners in opposition to the request. An update will be provided to the City Commission at the public hearing.

Planning Board Recommendation
The Planning Board, at their September 17th, 2019 meeting, voted 4-2 to recommend **Disapproval** of the request.

Staff Recommendation:
The proposed use presents the provision of transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following eight conditions:

1) The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.

4) There shall be a limitation of no more than no two vehicles at the site.

5) The City of Fort Pierce Business Tax License number shall be included on all advertising.

6) The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

7) Installation of one handicap space per City Code Section 22-60 Off-Street Parking and Loading (if not already present).

8) Per City Code Section 22-62 Sidewalks. b) Applicability: In order to provide continual access for pedestrians, sidewalks and sidewalk linkages the property owner or permit applicant shall provide within thirty-one (31) days of Conditional Use approval a permit for the installation of a sidewalk along their property line that abuts Hernando Street.

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

Property Identification

Site Address:	715 S OCEAN DR D
Parcel ID:	2401-504-0004-000-2
Account #:	15011
Map ID:	24/01G
Use Type:	0400
Zoning:	R4A
City/County:	Fort Pierce

Ownership

Nicholas Alex Danaluk Jr
1425 SW Edinburgh DR
Port St Lucie, FL 34953

Total Areas

Finished/Under Air (SF):	
Gross Sketched Area (SF):	
Land Size (acres):	
Land Size (SF):	

Legal Description

BOARDWALK CONDOMINIUM UNIT D

Current Values

Just/Market Value:	$71,400
Assessed Value:	$71,400
Exemptions:	$0
Taxable Value:	$71,400

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

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

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Building Information

Finished Area: 680 SF
Gross Sketched Area: 680 SF

Exterior Data

Building Type:	X019
Grade:	X19B
Year Built:	1982
Effective Year:	1982
No. Units:	1
Primary Wall:	CB Stucco
Secondary Wall:	
Roof Cover:	
Roof Structure:	
View:	
Frame:	
Story Height:	1 Story

Interior Data

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

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Special Features and Yard Items

Current Year Values

Current Values Breakdown

Building:	$71,400
Land:	$0
Just/Market:	$71,400
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$71,400
Exemption(s):	$0
Taxable:	$71,400

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	0.6	Fort Pierce Stormwater Charge	$41.40

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

Historical Values

Permits

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

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address:	715 S OCEAN DR D
Parcel ID:	2401-504-0004-000-2
Account #:	15011
Map ID:	24/01G
Use Type:	0400
Zoning:	R4A
City/County:	Fort Pierce

Ownership

Nicholas Alex Danaluk Jr
1425 SW Edinburgh DR
Port St Lucie, FL 34953

Total Areas

Finished/Under Air (SF):	
Gross Sketched Area (SF):	
Land Size (acres):	
Land Size (SF):	

Legal Description

BOARDWALK CONDOMINIUM UNIT D

Current Values

Just/Market Value:	$71,400
Assessed Value:	$71,400
Exemptions:	$0
Taxable Value:	$71,400

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

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

Sale History

Date:	Mar 22, 2019
Book/Page:	4256 / 0514
Sale Code:	0111
Deed:	WD
Grantor:	Danaluk Jr Nicholas Alex
Price:	$0
Date:	Mar 22, 2019
Book/Page:	4247 / 1302
Sale Code:	0001
Deed:	WD
Grantor:	Latouche Joseph H
Price:	$120,000
Date:	Mar 22, 2019
Book/Page:	4247 / 1302
Sale Code:	0001
Deed:	WD

Grantor:	Wise Susan
Price:	$120,000
Date:	Dec 10, 2014
Book/Page:	3702 / 1933
Sale Code:	0001
Deed:	WD
Grantor:	Blocker Jr Jackie M
Price:	$79,900
Date:	May 25, 2014
Book/Page:	3639 / 0311
Sale Code:	0001
Deed:	WD
Grantor:	Brown Timothy W
Price:	$77,000
Date:	Jun 17, 2013
Book/Page:	3532 / 2780
Sale Code:	0001
Deed:	WD
Grantor:	George Frederick D
Price:	$10,000
Date:	Apr 3, 1998
Book/Page:	1136 / 1736
Sale Code:	XX02
Deed:	WD
Grantor:	Roger J Hites
Price:	$98,000
Date:	May 1, 1985
Book/Page:	0465 / 1625
Sale Code:	XX02
Deed:	CV
Grantor:	
Price:	$455,000

Building Information (1 of 1)

Finished Area: 680 SF

Gross Sketched Area: 680 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type: X019	Year Built: 1982	Frame:
Grade: X19B	Effective Year: 1982	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 1	Secondary Wall:

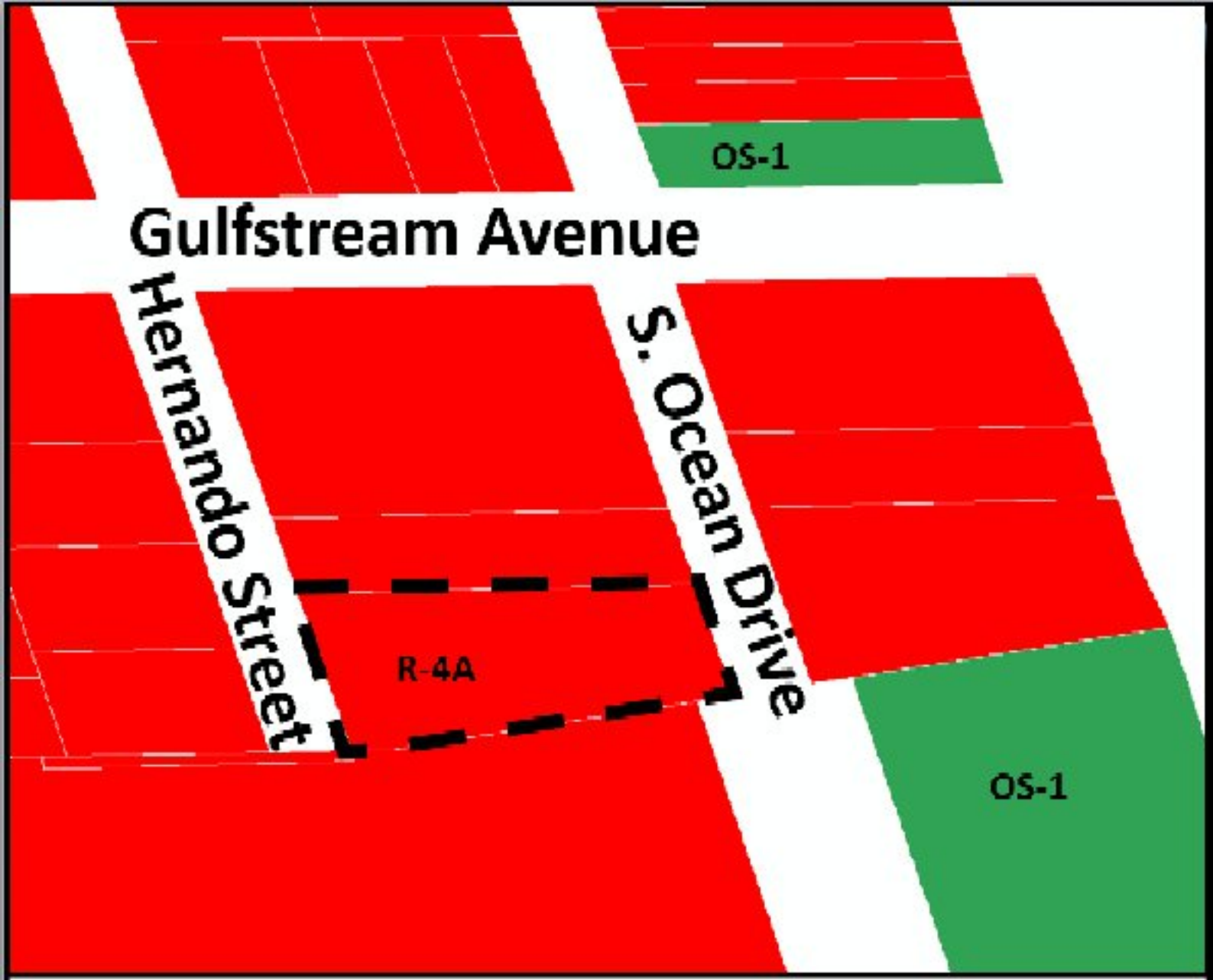
Interior Data

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

N
W E
S

Danaluk Vacation Rental
715 S. Ocean Dr., Unit D
Aerial Map

THE SUNRISE CITY
FORT PIERCE
Florida



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Conditional Use

Danaluk Vacation Rental

715 S. Ocean Drive, Unit D

R-4A = **OS-1 =**

THE SUNRISE CITY FORT PIERCE Florida

Zoning Map

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Michelle Longarzo
1425 SW Edinburgh Drive
Port St. Lucie, FL. 34953
Re: Conditional Use – Danaluk Vacation Rental – 715 S. Ocean Drive, Unit D

Dear Ms. Longarzo,

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 by August 26th to be placed on the September 10th 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.**

7) **Installation of one (1) handicap space per City Code Section 22-60 Off-Street Parking and Loading (if not already present); and**

8) Per City Code Section 22-62 Sidewalks. b) Applicability: In order to provide continual access for pedestrians, sidewalks and sidewalk linkages shall be required to be provided by the property owner or permit applicant when one of the following events occur: (4) Plans submitted for site plan, conditional use, PUD/PUR, and subdivision review. Please

install a sidewalk along Hernando Street within thirty-one (31) days of Conditional Use approval.

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

Sincerely,

Vennis Gilmore
Planner

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 8.15.19
Property Address: 715 S. Ocean Dr.
Property Name: Danaluk Vacation Rental
Planner: Vennis Gilmore

Please be advised that the project may trigger the requirements indicated below:

☐ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☑ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☑ 12. Will need to meet the Fire Code.

☑ 13. Sprinkler system is required.

☑ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 8.13.19

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

August 15, 2019

TECHNICAL REVIEW PROJECT # 19-04000010 (Conditional Use w/ No New Construction)

Conditional Use – Danaluk Vacation Rental – 715 S. Ocean Drive, Unit D

Comments

FPUA W/WW Engineering: Approved, no comments

FPUA Electric & Gas Engineering: No comment

August 12th, 2019

Project:	**Danaluk Vacation Rental**
Subject:	**SURVEY REVIEW**
To:	Vennis Gilmore
From:	Rod Reed, PLS
	SLC-Engineering Division

All comments are based on the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 5J-17.050 thru 5J-17.052 Florida Administrative Code, pursuant to current Section 472.027, Florida Statutes.

SURVEY:

1) No comments.

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

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **Vennis Gilmore, Planning Analyst**

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

SUBJECT : **TRC # 19-04000010 – Danaluk Vacation Rental**

DATE : **August 8, 2019**

RECEIVED
AUG 09 2019
CITY OF FORT PIERCE
PLANNING & ZONING

Code Enforcement has the following comments:

1. The submittal packed is fairly complete, however, it should also include the following:
    a. The number of people permitted to stay at one time.
    b. The number of vehicles permitted.
2. The owner is advised that short term rentals of less than 30 are required to have a license issued by the State of Florida – Department of Business and Professional Regulations, a SLC tourism tax, a Florida Sales Tax account as well as a City of Fort Pierce Business Tax Receipt.
3. All ads on Craig's List / Vacation Rentals and HomeAway must be removed until approval to conduct short term rentals is approved.
    a. Rentals of less than six (6) months (defined as vacation rentals) may not be conducted without approval and without a business tax receipt.
    b. The ad on Craig's List is under the section for "Vacation Rentals" and must be removed.
    c. The ad on HomeAway, which is a website dedicated to vacation rentals, must be removed.
    d. This matter is scheduled to be heard before the Special Magistrate on September 4, 2019 and staff has recommended a fine of $3,750.00 (1 months' rent) be assessed.

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

August 26, 2019

NICHOLAS ALEX DANALUK JR
1425 SW EDINBURGH DRIVE
PORT ST LUCIE, FL 34953

Property address: 715 S OCEAN DR D

Case #: 19-1685

Dear Property Owner(s):

This correspondence is to thank you for complying with the City Code of Ordinances. The hearing scheduled on September 4, 2019 before the Special Magistrate has been cancelled. It takes all of us working together to preserve the beauty of our community and ensure the health, safety and welfare of our residents.

If we can be of assistance to you in the future, please contact our office at (772) 467-3720.

Sincerely,

Margaret M. Arraiz
Code Compliance Manager
EM – parraiz@cityoffortpierce.com

Atención: Documento importante con respecto a sus derechos y responsabilidades. Si usted no comprende ingles consiga traducción inmediatamente.
Atansyon: Dokuman sa impòtan an rapò avek droi è responsablitè ou. Si ou pa kompran anglè relé nou ou bien chèché ou moun póu nou espliké sa tou suit.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Conditional Use – No New Construction

Property address or Location 715 S. Ocean Dr. Unit D 34949

Parcel ID #(s) 2401-504-0004-000-2

Project description short term condo rental

Nicholas Danaluk Jr.
Property Owner(s)
1425 SW Edinburgh Dr
Street Address
Port St. Lucie, FL 34953
City State Zip
772-267-9288
Phone Number
ndanaluk@gmail.com
Email Address

MICHELLE LONGARZO
Applicant/Representative, Title, Company
1425 SW EDINBURGH DR.
Street Address
PORT ST. LUCIE, FL 34953
City State Zip
561-332-6718
Phone Number
SLICEOFPARADISEFLORIDA@GMAIL.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.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY ST. LUCIE

The foregoing instrument was acknowledged before me this 25 day of June, 2019, by Nicholas Danaluk JR. who is personally known to me or has produced FL Drivers license as identification.

Signature of Notary

NOTARY PUBLIC (seal)
HERVE J. LESPERANCE
Notary Public, State of Florida
Commission# GG 306064
My comm. expires Mar. 25, 2023

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

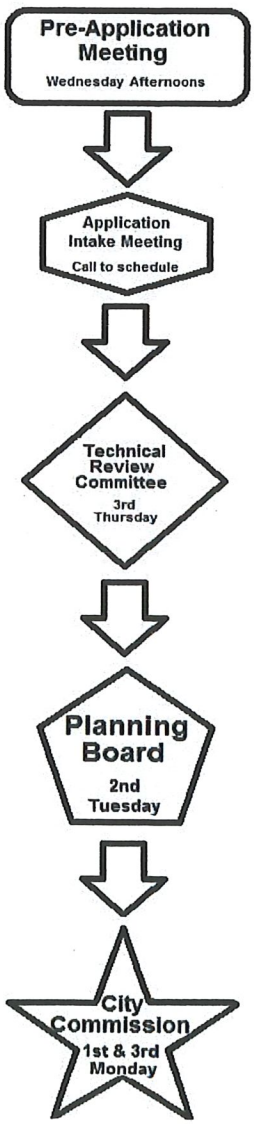
Intake Date Stamp

☑ CONDITIONAL USE: NO NEW CONSTRUCTION

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

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

Application Outlook



Application Type:

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

Site Information:

Building Size _____ Parking Spaces:_____

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.

Narrative of Property 715 South Ocean Drive Unit D, Fort Pierce, Florida 34949:

1) Provide gratis use to Kid's Cancer Foundation, a 501(c) non-for profit organization, an opportunity to rest and relax from hospital treatments. Offer educational and nutritional opportunities to them as well as parenting classes on site during stay. Reach out to the local community to assist with gift certificates for cancer kids to enjoy the attractions in the Fort Pierce area.
2) Short Term Rental of 31 days or more during the season to bring local & interstate revenue that promotes tourism in Fort Piece.
3) Transient rentals to bring out of area Florida and interstate revenue to promote new tourism in Fort Pierce.
4) Offer gratis, to local community partnerships as a for of gratitude to those who serve and their families providing local community service.
5) Length of stay 2 days to up to 6 months

Narrative of Property 715 South Ocean Drive Unit D, Fort Pierce, Florida 34949:

1) Provide gratis use to Kid's Cancer Foundation, a 501(c) non-for profit organization, an opportunity to rest and relax from hospital treatments. Offer educational and nutritional opportunities to them as well as parenting classes on site during stay. Reach out to the local community to assist with gift certificates for cancer kids to enjoy the attractions in the Fort Pierce area.
2) Short Term Rental of 31 days or more during the season to bring local & interstate revenue that promotes tourism in Fort Piece.
3) Transient rentals to bring out of area Florida and interstate revenue to promote new tourism in Fort Pierce.
4) Offer gratis, to local community partnerships as a for of gratitude to those who serve and their families providing local community service.

RULES & REGULATIONS of 715 South Ocean Drive Unit D, Fort Pierce, Florida 34949:

-Remove all trash and dispose of in the dumpster located in the back-parking lot

-Peaceful enjoyment of common areas at reasonable hours without excessive noise or music

-Pets need to remain in compliance with local leash and pet fecal disposal laws.

-Smoking is prohibited

-Park in assigned parking space labeled “D” or “Guest”

-Do not litter

-Wash sand off at the front hose to prevent drain clogs.

-Do not leave air conditioning on with windows open.

-Return A/C to 77 Degrees when check out occurs.

-Do not remove any property belonging to condo except beach towels, beach folding chairs, sand toys and umbrellas. The exception items need to be returned to the condo with the sand washed of prior to condo entry.

- Do not give out assigned door code to any party not staying in the condo.

-No Running in common areas or stairwells.

-Do not disturb or harass local wildlife such as sea turtles, manatees and any other wildlife.

-It is unlawful to walk on the sand dunes only use designated walkways.

-Use pedestrian crosswalks to cross the street to the beach.

-No illegal drugs allowed on property.

-No toxic chemicals allowed on property.

-Follow all local and state laws.

Are there any exceptions to the requirement that a Florida property manager have a broker's license?

YES. For example, if a property owner employs someone to manage their property, and that employee is paid a salary, as opposed to being paid a commission or on a transactional basis, a broker's license is not required.

For more information about these and other Florida property management requirements and exceptions, please contact the Florida Real Estate Commission.

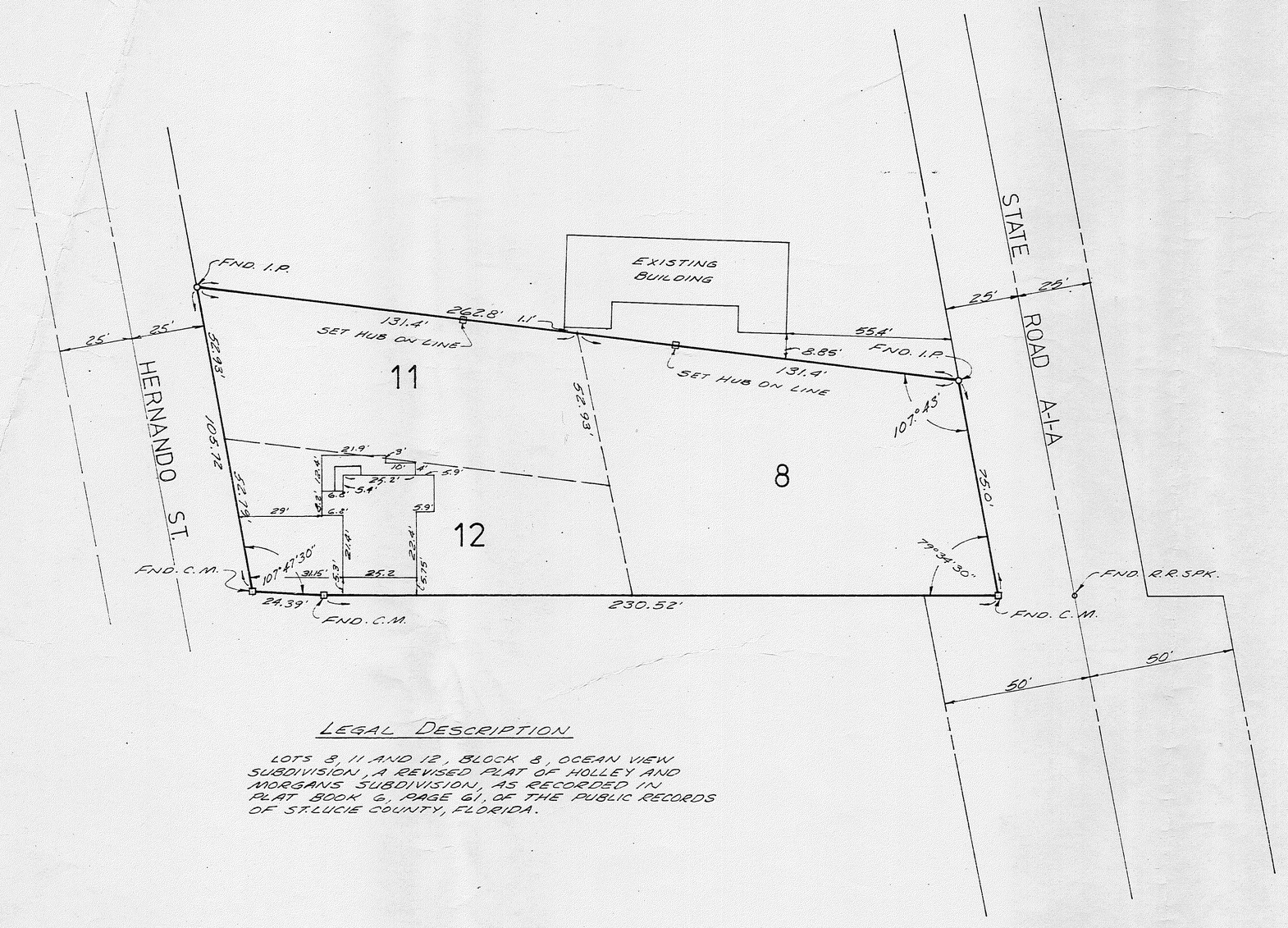
Before hiring a property manager to manage your Florida rental property, you should always check that he or she is licensed appropriately. You can check the license status of Florida property managers at the Florida Department of Business and Professional Regulation's Licensee Search webpage.

Florida Community Association Manager License Requirements

Florida community association manager licensing requirements include:

- Age: Must be at least 18 years of age
- Education: Must complete at least 18 hours of pre-licensure education from an approved provider
- Trustworthiness: Must be of good moral character; must have a background check and submit fingerprints
- Exam: Pass the CAM exam. The exam fee is $73.00
- License fee: $105
- Application: Complete and submit CAM license application which is available online

For more information about these and other Florida licensing requirements, please contact the Florida Real Estate Commission.



SCALE: 1" = 30'

LEGAL DESCRIPTION

LOTS 8, 11 AND 12, BLOCK 8, OCEAN VIEW SUBDIVISION, A REVISED PLAT OF HOLLEY AND MORGANS SUBDIVISION, AS RECORDED IN PLAT BOOK 6, PAGE 61, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY, MADE UNDER MY DIRECTION, AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN.

ALFREDO M. TELLEZ AGUILAR
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2052

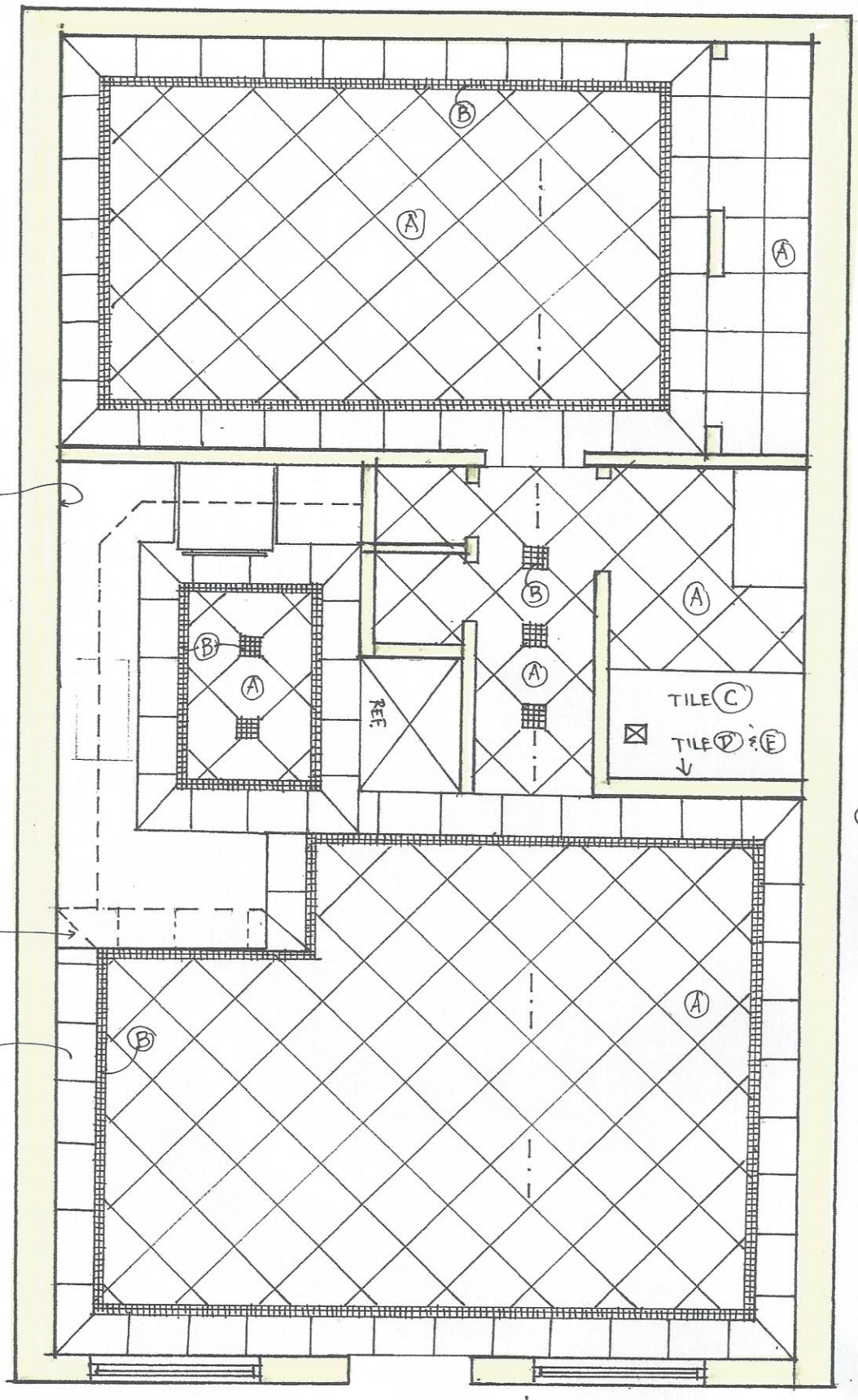
SURVEY MADE FOR:
K.M. BROOKS AND L.M. SPARKS

SURVEYING SERVICES OF FLORIDA, INC.
LAND SURVEYORS
FORT PIERCE, FLORIDA

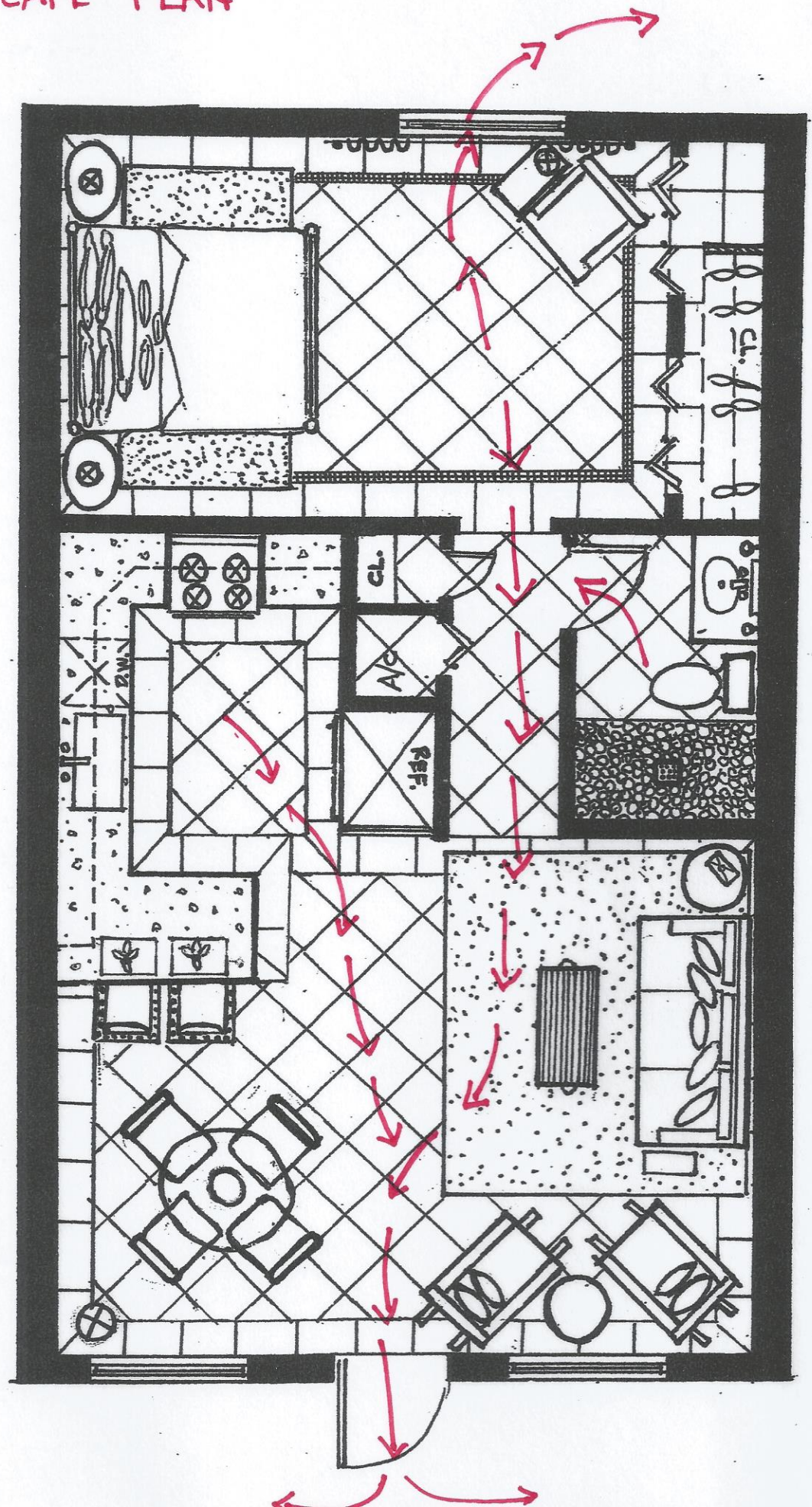
SCALE	1" = 30'	DATE	3-30-77
FIELD	R.E.	BK.	PG.
OFFICE	A.L.A.	FILE NO.	
DR'N.	D.F.	JOB NO.	383

SLICE OF PARADISE
715 S. OCEAN DRIVE
HUTCHINSON BEACH, FL
SLICE OF PARADISE @ GMAIL.COM
SCALE 1/4" = 1'0"
FLOOR 680 ft

℄ CENTER LINE FOR TILE
NOTE: MIDDLE OF HALL

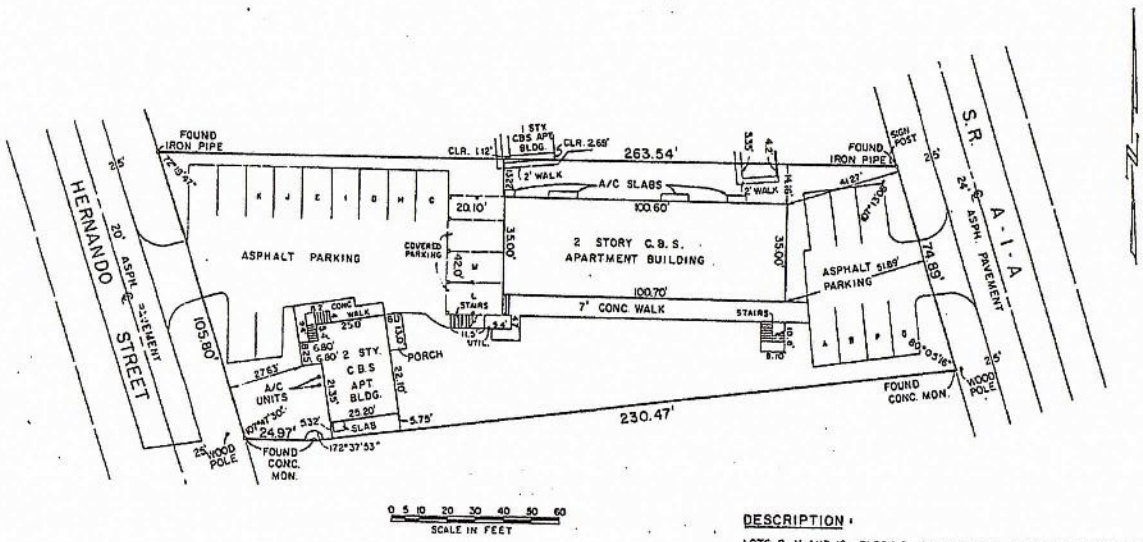


FIRE ESCAPE PLAN



NOTES:

1. ALL IMPROVEMENTS SHOWN ARE EXISTING.
2. ALL AREAS OUTSIDE OF CONDOMINIUM UNIT BOUNDARIES ARE COMMON AREAS OR LIMITED COMMON AREAS.



BOARDWALK CONDOMINIUM

EXHIBIT B(i) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

DESCRIPTION:

LOTS 8, 11 AND 12, BLOCK 8, OCEAN VIEW, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE 61, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CERTIFICATION

THE UNDERSIGNED, A SURVEYOR, DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IS COMPLETE SO THAT SUCH MATERIAL, I.E. EXHIBIT B (i), TOGETHER WITH THE PROVISIONS OF DECLARATION, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

ARTHUR V. STROCK & ASSOCIATES, INC.

CARL DE SHAY
REGISTERED LAND SURVEYOR NO. 3477
STATE OF FLORIDA

Arthur V. Strock & Associates, Inc.
engineers • planners • surveyors deerfield beach • delray beach, fla.

PROJECT: BOARDWALK CONDOMINIUM

DRAWING NUMBER: 1345 pg. 1
DATE: 5-18-82
DRAWN BY: PB
CHECKED BY:
SHEET 1 OF 5
COMM NO. 7606.00

EXHIBIT B(i)

ADDITION TO THE BY - LAWS

Amendment to DECLARATION OF CONDO OF
BOARDWALK CONDOMINIUM ASSOCIATION, INC.

19. USE AND OCCUPANCY RESTRICTIONS

19.12 **Parking Restrictions.**
Only automobiles will be parked in the parking areas of the condominium property. No other vehicles and objects, including but not limited to trailers, boats, motor homes and trucks over 3/4 ton may be parked or placed upon any of the condominium property.

Exceptions: **Moving vans** shall be permitted to park, but not on the grass for the purpose of loading and unloading; **Vehicles,** regardless of classification, necessary for the **maintenance, care** or **protection** of the Properties; **Service and delivery vehicles,** regardless of classification, during regular business hours; **Vehicles for handicapped** persons; **Police and fire safety vehicles**

The following restrictions also apply:

No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle. However, washing or waxing of a vehicle is permitted.
No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Condominium.
Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.

Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, and any applicable County Ordinances, amended from time to time, an offending vehicle Owner does not remove a prohibited or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle Owner's expenses. By this provision, each Owner and vehicle Owner provides the Association with the necessary consent to effect the tow.

STATE OF FLORIDA
ST. LUCIE COUNTY

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL.

JOANNE HOLMAN, CLERK

By _____

Date 4-25-2002

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2033769 OR BOOK 1518 PAGE 2617
Recorded:04/24/02 11:19

Return:
Omar W. Baerth
715 So Ocean Drive, Unit 711
Hollywood FL 33019

BOARDWALK CONDOMINIUM

TABLE OF CONTENTS

I. Declaration of Condominium

Exhibit A - Surveyor's Certificate

Composite
Exhibit B - Survey and Plot Plan and Floor Plans

Exhibit C - Division of Common Elements

Exhibit D - Owner's Association Charter

Exhibit E - Owner's Association By-Laws

II. Estimated Operating Budget

III. Building Inspection Report of James Bushouse & Associates, Inc., Engineers

IV. Termite Report of Rowley's Pest Control

V. Purchase Agreement

VI. Unit Warranty Deed

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33454
TELEPHONE (305) 461-5020

BOARDWALK CONDOMINIUM ASSOCIATION, INC.

715 South Ocean Dr.
Ft. Pierce, FL 34949

TO WHOM IT MAY CONCERN

ADDITION TO THE BY-LAWS

The following attached addition to the By Laws was unanimously approved by all members and the Board of Directors on April 17th, 2002

William J Wilkinson
(President)

Otmar W. Baertl
(Secretary/Treasurer)

OR BOOK 1518 PAGE 2619

Notary Public

STATE OF FLORIDA, COUNTY OF ST LUCIE

The attached instrument was acknowledged before me this 4/24/02 [date]
by Mr./Mrs./Ms. William J Wilkinson Otmar Baertl [name of person acknowledging],
who is personally known to me or who has produced Florida Dr. Lic. & Michigan Driver License
TYPE OF I.D. as identification and who did/did not take an oath.

Dorothy M. Davis (Signature of Notary)

Dorothy M. Davis (Name of Notary, Typed, Printed or Stamped)

Notary (Title)

[illegible] [Commission Serial Number]

OFFICIAL NOTARY SEAL
DOROTHY M DAVIS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD039615
MY COMMISSION EXP. JULY 5,2005

DECLARATION OF CONDOMINIUM

OF

BOARDWALK CONDOMINIUM

K. M. BROOKS and LOUISE M. SPARKS, for themselves, their successors, grantees and assigns, being the owners of the fee simple title to the following described real property in St. Lucie County, Florida, (hereafter referred to as the "Land"):

Lots 8, 11 and 12, Block 8, OCEAN VIEW, a Subdivision according to the plat thereof recorded in Plat Book 6, page 61, of the public records of St. Lucie County, Florida

hereby submit the Land and the improvements thereon in fee simple to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", in existence as of the date of this Declaration, upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth.

NOW, THEREFORE, K. M. BROOKS and LOUISE M. SPARKS make the following declarations:

1. STATEMENT OF PURPOSE. The purpose of this Declaration is to submit the Land and the improvements thereon to the condominium form of ownership and use in the manner provided in the Condominium Act. Except where variances permitted by law appear in this Declaration, in the exhibits attached hereto, or in lawful amendments to any of them, the provisions of the Condominium Act as constituted on the date of this Declaration, including the definitions therein contained, are adopted and included herein by express reference. All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and all exhibits hereto. Both the burdens imposed and the benefits provided shall run with each unit and the interests in the common elements appurtenant thereto, as defined herein.

1.1 Name and Address. The name by which this Condominium is to be known and identified is BOARDWALK CONDOMINIUM, and its address is 715 South Ocean Drive, Fort Pierce, Florida.

1.2 The Land. The legal description of the Land, which is hereby being submitted to condominium ownership, is as described in the introductory paragraph hereof.

2. DEFINITIONS. As used herein, in the exhibits attached hereto, and in all amendments hereto, unless the context requires otherwise:

2.1 Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owners.

2.2 Association means BOARDWALK OWNERS ASSOCIATION, INC., the entity responsible for the operation of this Condominium.

2.3 Board of Directors means the representative body responsible for the management of the Condominium and business of the Association.

2.4 By-Laws means the By-Laws of the Association, as they exist from time to time. A copy of the By-Laws is attached hereto as Exhibit E, and incorporated herein by reference.

2.5 Common Elements means the portions of the condominium property (including the tangible personal property required for the maintenance and operation of the condominium property) not included in the units.

2.6 Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium and includes, but is not limited to: the expenses of administration and maintenance, operation, repair and replacement of the common elements and of the portions of units to be maintained by the Association; taxes, special assessments and insurance for the common elements; other expenses declared to be common expenses herein and in the By-Laws; and any other valid charge against the Condominium as a whole.

2.7 Common Surplus means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

2.8 Condominium means all of the condominium property as a whole when the context so permits, as well as that form of ownership of real property which is comprised of units that may be owned by one or more persons, and in which there is appurtenant to each unit an undivided share in the common elements.

2.9 Condominium Act means Chapter 718, Florida Statutes, in existence as of the date of this Declaration.

2.10 Condominium Parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

2.11 Condominium Property means and includes the land hereby submitted to the condominium form of ownership, all improvements thereon, and the common elements; and all easements and rights appurtenant thereto.

2.12 Declaration or Declaration of Condominium means this intrument as it may from time to time be amended.

2.13 Developer means K. M. BROOKS and LOUISE M. SPARKS, their heirs, personal representatives and assigns, and whoever offers for sale condominium parcels created herein in the ordinary course of business; except the term shall not include the owners of units who have not acquired all the right, title and interest of K. M. BROOKS and LOUISE M. SPARKS, in the condominium property.

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2.14 Institutional Mortgagee means a bank, bank holding company, or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Developer, its successor, grantees or assigns, agency of the United States Government, or Developer, its grantees, successors and assigns holding a first mortgage of public record on a condominium parcel or on any portion of the condominium property.

2.15 Land means the real property in St. Lucie County, Florida, which is being submitted to condominium ownership, and is more particularly described in the introductory paragraph hereof.

2.16 Limited Common Elements means those common elements which are reserved for the use of a certain unit to the exclusion of other units, and for all purposes herein shall be treated as common elements as to the unit for which they are reserved.

2.17 Occupant means the person or persons, other than the unit owner, in possession of a unit or limited common elements.

2.18 Special Assessment means a share of the funds required for payment of common expenses which are unbudgeted or for which insufficient provision is made in the budget, occasioned for unforeseeable and fortuitous events, which from time to time may be assessed against the unit owners.

2.19 Unit or Residential Unit means a part of the condominium property which is subject to private ownership, to be used as a single family residence and as designated on the exhibits attached to this Declaration.

2.20 Unit Owner means the owner of a condominium parcel.

2.21 Singular, Plural, Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

3. DEVELOPMENT PLAN AND IDENTIFICATION OF UNITS. The condominium property consists of the land, all easements and rights appurtenant thereto, and the buildings constructed thereon, comprising in total the units, common elements and limited common elements. The improvements on the land consist of two (2) 2-story buildings in which all of the units are located. One building, containing eleven (11) units, possesses five (5) units on the first floor (Units A through E, inclusive), and six (6) units on the second floor (Units F through K, inclusive). The second 2-story building contains two (2) units, Unit M on the first floor, and Unit L on the second floor. The condominium has thirteen (13) units in total.

The units have been created through the conversion of existing improvements to the condominium form of ownership. All units have been previously occupied, for the most part by transient tenants as vacation or seasonal residences.

3.1 Designation of Units. Each unit in the two (2) buildings of the condominium is designated alphabetically by letter, A through M, inclusive, for a total of thirteen (13) units. No unit bears the same alphabetical designation as any other unit.

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3.2 Unit Boundaries.

(a) Each unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor, and perimeter walls. All weight bearing walls and solid concrete columns located within a unit constitute part of the common elements up to the unpainted finished surface of the walls and columns. All doors, glass or otherwise, and screening which are part of or in the perimeter walls of a unit shall be deemed a part of the unit up to the exterior unfinished surface thereof.

(b) All pipes, wires, conduits and other utility lines, regardless of location, constitute part of the common elements, up to their outlets.

(c) The screened porch of any unit is a part of that unit. The boundary lines of each such screened porch are the interior vertical and horizontal surfaces thereof, and the exterior unpainted finished surface of the perimeter baluster or wall of any screened porch, but the Association, and not the unit owners, shall maintain and repair the exterior baluster or wall of any screened porch. The planes of all boundaries shall be extended to the point of intersection with other boundaries, if necessary.

(d) The ventilation chases and plumbing chases located within a unit are common elements. The boundary lines of each chase shall be the exterior unpainted surfaces thereof.

4. COMMON ELEMENTS. The common elements of the condominium consist of the Land and all other parts of the Condominium Property not within the apartments, including all tangible personal property used in the maintenance and operation of the condominium. Included within the meaning of Common Elements are the following:

(a) The ventilation chases, plumbing chases, and concrete columns within the units;

(b) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements;

(c) An easement of support in every portion of a unit which contributes to the support of the building;

(d) Installations for the furnishing of utility and other service to more than one unit or to the common elements or to a unit other than the unit containing the installation; and

(e) The condominium property which is not included within the units.

5. LIMITED COMMON ELEMENTS. Those areas reserved for the use of a certain unit to the exclusion of other units are designated as limited common elements, and are shown and located on Exhibit B, attached hereto. The limited common elements include the parking space serving a unit, air-conditioning and heating equipment servicing a unit and located outside of that unit, including air-conditioning compressors and ducts located outside the unit served.

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5.1 Responsibility of Unit Owners. The unit owner who has the right to the exclusive use of a limited common element, other than paved parking spaces, shall be responsible, at his cost and expense, for the maintenance, care, and preservation of the limited common element. The Association shall maintain and repair the exterior of the balusters or walls of the screened porches.

5.2 Responsibility of Association. Except as provided in 5.1 above and as elsewhere provided herein, any expense for the maintenance, repair or replacement relating to common elements shall be treated and paid for as a part of the common expenses of the Association. Should any maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, employees, and licensees, he shall be responsible therefor, and the Association shall have the right to levy an assessments against the owner's unit, which assessment shall have the same force and effect as all other assessments.

6. SURVEY, SITE PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS. Attached hereto as composite Exhibit B is a survey of the Land, graphic descriptions of the improvements in which units are located, a Plot Plan locating the common elements and limited common elements, and floor plans and cross sections for the units in the Condominium.

6.1 Surveyor's Certificate. Attached hereto as Exhibit A and incorporated herein by reference is the certificate of a surveyor authorized to practice in Florida certifying that the construction of the improvements is substantially complete so that Composite Exhibit B, together with the provisions of this Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

7. POSSESSION AND ENJOYMENT OF CONDOMINIUM PARCELS AND APPURTENANCES.

7.1 Condominium Parcels. Each condominium parcel is a separate parcel of real property, the ownership of which shall be in fee simple. Each condominium parcel includes the unit, the undivided share of the common elements which is appurtenant to that unit, and the interest of the unit in the limited common elements appurtenant thereto.

7.2 Appurtenances. There shall pass with each unit as appurtenances thereto, the following:

(a) An undivided share in the common elements;

(b) An undivided share in common surplus;

(c) An exclusive easement for the use of air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time;

(d) Membership of each unit owner in the Association and the interests of each unit in the funds and assets held by the Association;

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(e) The right to use all of the common elements for their intended purposes, subject to the provisions of the Declaration, the By-Laws, and such reasonable rules and regulations as may from time to time be established by the Association; but no use shall hinder or encroach upon the lawful rights of other unit owners;

(f) The exclusive right to use such portion of the common elements as may be provided by this Declaration to be limited common elements appurtenant exclusively to the unit.

8. RESTRAINT UPON SEPARATION AND PARTITITION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The undivided share in the common elements and limited common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.

(a) A share in the common elements and limited common elements appurtenant to a unit may not be conveyed or encumbered except together with the unit;

(b) The shares in the common elements and limited common elements appurtenant to the units shall remain undivided, and no action for partition of the common elements or limited common elements shall lie.

9. PERCENTAGE OWNERSHIP OF COMMON ELEMENTS AND SHARING OF COMMON EXPENSES AND COMMON SURPLUS. The undivided share in the common elements appurtenant to each unit and the percentage of sharing common expenses and of owning common surplus attributable to each unit is shown on Exhibit C attached hereto and incorporated herein by reference. The respective undivided interests as set forth in Exhibit C have been carefully established, giving effect to numerous criteria, and cannot be changed, altered or amended except as provided in this Declaration and the Condominium Act.

10. TAX ASSESSMENTS. For the purposes of ad valorem taxation, the interest of the owner of a condominium parcel in his condominium unit and in the common elements shall be considered as a unit. The value of the unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to the unit as its undivided share of the common elements by this Declaration. The total of all of the percentages equals 100% of the value of all of the land and improvements thereon.

11. EASEMENTS. The following easements are hereby granted or reserved:

11.1 Easements for Unintentional Encroachments. Perpetual easements are granted and reserved for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If any part of the condominium property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.

11.2 Utility Easements. Easements are hereby granted and reserved for the Developer, unit owners, and the Association through the condominium property as may be required for utility service in order to serve the Condominium.

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11.3 Ingress and Egress. An easement is hereby granted and reserved to Developer, its successors or assigns, for pedestrian and vehicular traffic over, through, and across such portions of the common elements as may from time to time be intended and designated for such uses and purposes, for the use and benefit of the unit owners, their families and invitees, in obtaining ingress and egress for all such units to public rights of way.

12. MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS.

12.1 Membership. Every owner of a unit, whether he has acquired title by purchase from Declarant, Declarant's grantees, successors or assigns, or by gift, conveyance or operation of law, is bound to and hereby agrees that he shall accept membership in the Association and does hereby agree to be bound by this Declaration, the By-Laws of the Association and the rules and regulations enacted pursuant thereto, and the provisions and requirements of the Condominium Act and lawful amendments thereto. Membership is automatic upon acquisition of a unit and approval by the Association, and may not be transferred apart and separate from a transfer of the ownership of a unit. Membership shall automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

12.2 Voting Rights. There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the unit owners. If a unit is owned by more than one individual, the owners of said unit shall designate one of them as the voting member. If a unit is owned by a corporation, the Board of Directors of the corporation by duly passed resolution shall designate one of its officers or employees as the voting member. If a unit is owned by a partnership all of the partners by an appropriate resolution shall designate one of the partners as the voting member. If a unit is owned by more than one trustee, all of the trustees shall designate one of the trustees as the voting member. The By-Laws of the Association shall govern the proceedings to follow in designating an individual as the voting member of the unit. If one individual owns more than one unit, he shall have as many votes as the number of units that he owns. The vote of a unit is not divisible.

13. THE ASSOCIATION. The operation and management of the condominium property shall be by BOARDWALK OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida. The Association shall have all of the powers and duties set forth in the Condominium Act, and all of the powers and duties granted to or imposed upon it by this Declaration, the Articles of Incorporation, and the By-Laws of the Association. A copy of the Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits D and E, respectively, and incorporated herein by reference.

13.1 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be repaired and maintained by the Association or caused by the elements or other unit owners or persons.

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13.2 Notice of Contingent Liability. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

13.3 Control of the Association. The first Board of Directors of the Association shall remain in office, and Developer shall control the Association until all units in the condominiums have been sold and closed, or until Developer elects to turn over control, whichever shall first occur; provided, however, such term of office of the original Directors shall in no event extend beyond three (3) years after fifty per cent (50%) of said units have been sold and closed, or three (3) months after ninety per cent (90%) of such units have been sold and closed. Upon sale and closing of at least fifteen per cent (15%) of the units of this condominium, the unit owners other than Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors. Upon the occurrence of any of said events, a special meeting for the purpose of electing interim Directors will be held upon due and proper notice being given to all unit owners in accordance with applicable law and the By-Laws of the Association. The interim election and all subsequent elections shall take place in accordance with the procedures set forth in the By-Laws as applicable to regular meetings. An employee or an agent of a business entity owner, such as Developer, shall be eligible to serve as a Director of the Association. Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as Developer holds at least one (1) of the units in the condominium for sale in the ordinary course of business.

14. BY-LAWS. The operation of the Condominium shall be governed by the By-Laws of the Association. No modification of or amendment to the By-Laws shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. No amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage held by an Institutional Mortgagee covering any condominium parcel without the consent of said Institutional Mortgagee. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or title to the condominium parcels.

15. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS. Responsibility for the maintenance of the condominium property and restrictions upon alterations and improvements thereof shall be as follows:

15.1 Common Elements.

(a) The maintenance and operation of the common elements shall be the responsibility of the Association and shall be a common expense;

(b) There shall be no material alteration or further substantial improvement of common elements without prior approval, in writing, by record owners of seventy-five per cent (75%) of all units. The cost of such alteration or improvement shall be a special assessment and so assessed.

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15.2 Units and Limited Common Elements.

(a) The Association shall maintain, repair and replace as a common expense:

(1) All portions of a unit contributing to the support of the building, which portions shall include but not be limited to the outside walls of the building, all fixtures on the exterior thereof, the perimeter baluster and walls abutting each screened porch, including the exterior surfaces thereon, boundary walls of a unit, floors and ceiling slabs, load-bearing columns and load-bearing walls, but shall not include screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors;

(2) All conduits, plumbing (but not fixtures), wiring and other facilities for the furnishing of utility services which are contained in a unit but which service all or parts of the building other than the unit within which contained;

(3) Ventilation and plumbing chases that are common elements;

(4) All parking area pavement;

(5) All incidental damage caused to a unit by such work shall be promptly repaired by the Association.

(b) The responsibility of the unit owner shall include:

(1) To maintain, repair and replace, at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioning and heating equipment, including but not limited to condensers, compressors and evaporators whether located within or outside the unit; refrigerators, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, including screened porch floor coverings, if any, and all other portions of his unit and limited common elements appurtenant thereto, except the portions specifically to be maintained, repaired and replaced by the Association.

(2) To refrain from enclosing, painting or otherwise decorating or changing the appearance of any portion of the exterior of the condominium building, or the screened porch appurtenant to the unit, including, but not limited to, screened porch floor coverings, if any, screening, windows, window coverings, and exterior doors, without the written approval of the Association.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

15.3 Enforcement of Maintenance. In the event the owner of a unit fails to maintain the property as required above, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a court of

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equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit for the necessary sums to put the improvement within the unit in good condition, and to collect assessments and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the unit and do the necessary work to enforce compliance with the above provisions.

15.4 Alteration and Improvement. A unit owner may make such alteration or improvement to his unit at his sole and personal costs as he may be advised, provided all work shall be done without unduly disturbing the rights of other unit owners; provided, however, nothing herein shall be construed to limit, modify or derogate the right of Developer. Except as herein reserved to Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit or the buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety or soundness of the unit or building without first obtaining approval in writing of owners of all other units in the building. A copy of plans for all such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the start of the work.

15.5 Association's Right of Access. The Association shall have the irrevocable right of access to all units from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common elements or another unit.

16. ASSESSMENTS. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses to be paid by the Association. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of such voluntary conveyance.

16.1 No Avoidance By Waiver of Use. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or services, or by abandonment of the unit for which the assessment was made.

16.2 Interest in Default. Assessments and installments thereon, not paid when due, shall bear interest from the date when due until paid at the rate of eighteen per cent (18%) per annum. In the event the unit owner shall be more than thirty (30) days delinquent in the payment of any assessment, the Board of Directors, at its discretion, may upon five (5) days' written notice to the unit owners, declare due and payable all assessments applicable to such unit for the fiscal year of the Association in which the delinquency occurs.

16.3 Lien for Unpaid Assessments. The Association shall have a lien on each condominium parcel and all tangible personal property located within said parcel for the amount of any unpaid assessments, and interest thereon, until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien, including such fee in connection with

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any appellate proceedings arising out of any suit for collection or enforcement, and further including costs of collection. Such liens shall be executed and recorded in the Public Records of St. Lucie County, Florida, in the manner provided by the Condominium Act, but such liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. The lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.

16.4 Foreclosure of Lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of mortgage on real property, as more fully set forth in the Condominium Act. The Association may, at any sale, bid in the sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.

16.5 Liability of Institutional Mortgagees. If an Institutional Mortgagee obtains title to a condominium parcel as a result of foreclosure of the first mortgage, or as a result of a deed or other arrangements in lieu of foreclosure of the first mortgage, the Institutional Mortgagee, its successors or assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel applicable to the time prior to acquisition of title as a result of the foreclosure or deed or other arrangements in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, and his successors and assigns. No other sale or transfer shall relieve any unit from liability for any assessments due, nor from the lien of any such subsequent assessment. The written statement of the Association that the lien is subordinate to the institutional mortgage or that the unit is not subject to the assessment shall be dispositive of any question pertaining thereto.

16.6 Liability of Others. Any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record (or deed or other arrangements in lieu thereof), as specifically provided in the subparagraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of a unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

16.7 Assignment of Claim by Association. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to Developer or to any unit owner or group of unit owners, or to any third party.

16.8 No Abridgement of Rights of Institutional Mortgagees. Nothing herein shall abridge or limit the rights or responsibilities of an Institutional Mortgagee of a unit, as set out herein or in the statutes made and provided for same.

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16.9 Budget. The Board of Directors of the Association shall approve the annual budget for this Condomminium in advance for each fiscal year, which budget shall be in the form prescribed by the By-Laws of the Association.

17. LIENS. No liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

17.1 Consent of Unit Owners. Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit, such labor or materials may not be the basis for the filing of a lien against the unit. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon unless such labor performed or materials furnished was authorized by the Association, in which event the same might be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

17.2 Partial Release of Lien. In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

18. PROVISIONS GOVERNING THE ALIENATION AND MORTGAGE OF UNITS. In order to maintain a community of congenial residents who are financially responsible and to protect the value of the units, the transfer of units by an owner other than Developer shall be subject to the following provisions so long as the Condominium exists and the improvements, in useful condition, exist upon the Land, which provisions each unit owner covenants to observe:

18.1 Transfers Subject to Approval

(a) Sale. No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association, except to another unit owner.

(b) Gift, Devise or Inheritance. If a unit owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of a unit shall be subject to the approval of the Association, unless he is already a unit owner approved by Association or Developer.

18.2 Approval by Association. The approval of the Association is required for the transfer of ownership of a unit falling within Paragraph 18.1 and shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A unit owner intending to make a bona fide sale of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the proposed purchaser, the purchase price and terms, and such other information concerning the porposed purchaser as the Association may reasonably require and an executed copy of the proposed

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contract to sell. Such notice, at the unit owner's option, may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved, provided, the proposed purchaser qualifies as a unit owner in accordance with this Declaration and the Rules and Regulations promulgated by the Association.

(2) Gift, Devise, or Inheritance; Other Transfers. Any unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(3) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transfer or event transferring ownership or possession of a unit, the Association at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it has received the required notice on the date of such disapproval.

(4) Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser or as relates to the "new owner" in the case of a transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the intended purchaser or "new owner" within the time limits extended to the Association for that purpose as hereinafter set forth and which application shall be completed and submitted to the Association along with and as an integral part of the notice. A reasonable fee not to exceed Fifty Dollars ($50.00) may be charged to the transferor of a unit for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books and records and other matters associated with a transfer.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the seller in writing within the aforesaid fifteen (15) day period, and failure to do so shall constitute approval of the sale. If approved, the approval shall be stated in a certificate executed by the President or Vice-President of the Association, which shall be recorded in the public records of St. Lucie County, Florida, at the expense of the seller.

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(2) Gift, Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. Such approval or disapproval shall be transmitted to the owner in writing within the aforesaid fifteen (15) day period, and failure to do so shall constitute approval of the ownership. If approved, the approval shall be stated in a certificate executed by the President or Vice-President of the Association, which shall be recorded in the public records of St. Lucie County, Florida, at the expense of the unit owner.

18.3 Disapproval by Association. The Association may disapprove the transfer of ownership of a unit if the transferee does not qualify to be a unit owner pursuant to this Declaration by delivering or mailing to the transferor, within ten (10) days after receipt of the notice of intent to transfer, notice of the disapproval and the grounds therefor. If the Association shall otherwise disapprove a transfer of ownership of a unit, the matter shall be disposed of in the following manner:

(a) Sale. In a sale transaction, and if the notice of sale given by the Unit owner shall so demand, then within fifteen (15) days after receipt of such notice and information, the Association shall deliver or mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) The price to be paid shall be the bona fide price stated in the disapproved contract to sell, and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction. If a question arises as to whether or not the sale price is a bona fide price, the question shall be resolved by having the price determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the unit.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after determination of the sale price if such is by arbitration, whichever is later.

(4) A certificate of the Association executed by its President or Vice-President approving the purchaser shall be recorded in the public records of St. Lucie County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon demand of the unit owner in the manner

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provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of St. Lucie County, Florida, at the expense of the seller.

(b) Gift, Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within fifteen (15) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between Seller and Purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) A certificate of the Association executed by its President or Vice-President and approving the Purchaser shall be recorded in the public records of St. Lucie County, Florida, at the expense of the Purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of St. Lucie County, Florida, at the expense of the unit owner.

18.4 Mortgage. No unit owner may mortgage the unit, or any interest in it, without the approval of the Association, except to an Institutional Mortgagee, as defined herein, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be withheld by the Association.

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18.5 Exceptions. The foregoing provisions of this Paragraph 18 shall not apply in the following instances:

(a) A transfer to or purchase by an Institutional Mortgagee, that acquires its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed or other conveyance from the mortgagor, his successors or assigns, or through foreclosure proceedings.

(b) A transfer or sale by an Institutional Mortgagee that so acquires its title as set forth in 18.5(a).

(c) When a purchaser acquires title to a unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

(d) The sale or transfer of any unit to or by Developer.

18.6 Unauthorized Transactions. Any sale or mortgage not authorized pursuant to the terms of this Declaration shall be void unless subsequently expressly approved by the Association.

19. USE AND OCCUPANCY RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions as long as the Condominium exists:

19.1 Units. Each unit shall be occupied and used by a family, its servants and guests, as a single-family residence and for no other purpose.

19.2 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

19.3 Pets. In the absence of duly promulgated rules and regulations of the Association to the contrary, no pets may be kept in units of this condominium other than tropical fish, birds of household variety, or dogs or cats under the weight of twenty (20) pounds.

19.4 Nuisances. No use or practice which is either an annoyance to unit owners or an interference with the peaceful possession and proper use of the Condominium Property by the unit owners shall be allowed. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

19.5 Insurance. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the Condominium Property.

19.6 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the

same as the responsibility for maintenance and repair of the property concerned.

19.7 Exteriors. No change shall be made in the color of any exterior window, door, storm or hurricane shutter, glass or screen of a unit, except with the prior written consent of the Board of Directors of the Association.

19.8 Alteration of Units. No unit owner shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air-conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit such removal if the partition is not a load bearing partition and if removal of the partition does not interfere with any common utility source.

19.9 Noise Abatement. No noise shall be permitted to be transmitted from one unit to another. In the event the Board of Directors of the Association determines that any noise is being transmitted from one unit to another unit and that such noise is unreasonable, the owner of such unit shall, at his own expense, take such steps as shall be necessary to abate the noise to the satisfaction of the Board of Directors of the Association. In the event the owner of the unit fails to abate the noise, the Board of Directors shall take such steps as shall be necessary to abate such noise, and any expenses incurred by the Association in abating the noise, including reasonable attorney's fees, shall be the responsibility of the owner of such unit.

19.10 Signs, Antenna and Aerials. No signs, advertisements or notices of any type shall be displayed on the condominium property and no exterior aerial or antenna shall be placed on the condominium property unless the Board of Directors of the Association consent in writing thereto.

19.11 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association.

20. INSURANCE. Insurance, other than title insurance, that shall be carried upon the condominium property and the personal property of the unit owners shall be governed by the following provisions.

20.1 Authority to Purchase. All insurance policies upon the condominium property and the property of the Association shall be purchased by the Board of Directors of the Association. The named insured shall be the Insurance Trustee designated by the Association, individually and as agent for the Association, the unit owners, without naming them, and their mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. The policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated by the Association. All policies and their endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expenses. The Insurance Trustee may be any bank in Florida with trust powers, as may be designated by the Board of Directors of the Association.

20.2 Coverage.

(a) Liability. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the Condominium and all property of the Association, and insuring the Association and the unit owners as their interests may appear, in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be Five Hundred Thousand Dollars ($500,000.00). Said insurance shall include, but not be limited to, hired and non-owned automobile coverage and a cross-liability endorsement to cover liabilities of the unit owners as a group to an individual unit owner.

(b) Casualty Insurance. The Board of Directors of the Association shall obtain fire and extended coverage insurance, and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including property owned by the Association, in and for the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurance replacement value of the property, as determined annually by the Board of Directors of the Association.

(c) Workmen's Compensation. The Board of Directors of the Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law.

(d) Flood. The Board of Directors of the Association shall obtain flood insurance to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law.

(e) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as the Board of Directors of the Association shall determine from time to time as to be desirable.

(f) Subrogation Waiver. If available, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurer waives its right to subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests.

(g) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Paragraph 20 shall be assessed against and collected from unit owners as a common expense.

20.3 Shares of Proceeds. All insurance policies purchased by the Board of Directors of the Association shall be for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Insurance Trustee. The Insurance Trustee shall be designated by the Board

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of Directors of the Association either prior to or at the time an insured loss occurs. The Insurance Trustee shall neither be liable for payment of the premiums, the renewal or the sufficiency of policies, nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the benefit of the Association, the unit owners and their mortgagees, in the following shares, which shares need not to be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damaged common elements - an undivided share for each unit, such share being the same as the undivided share in the common elements appurtenant to the unit.

(b) Property (Real and Personal) of the Association. Proceeds on account of damaged property of the Association, an undivided share for each unit, such share being the same as the undivided share in the common elements appurtenant to the unit.

(c) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit, which cost shall be determined by the Board of Directors of the Association.

(2) When the building is not to be restored - an undivided share for each unit in the building, such share being the same as the undivided share in the common elements appurtenant to the unit.

(d) Mortgagees. In the event a mortgagee endorsement has been issued regarding a unit, the share of the unit shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

20.4 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trust shall be paid first, or provisions made for such payment.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit

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of any mortgagee of a unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the condominium property has been properly landscaped. In the event of loss or damage to personal or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal or real property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as common surplus.

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Board of Directors of the Association, as to the names of the unit owners and their respective shares of the distribution; provided, however, that such certificates shall not be binding insofar as Institutional Mortgagees of units are concerned. The Insurance Trustee shall obtain appropriate certificates from all such Mortgagees prior to any disbursement to owners or mortgagees.

20.5 Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each unit owner and for each owner of any other interest in the condominium property, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Board of Directors or the Association, and to execute and deliver releases therefor upon payment of claims.

20.6 Mortgagee's Right to Advance Premiums. Should the Association fail to pay insurance premiums when due, or should the Association fail to comply with other insurance requirements set forth in this Declaration, the Institutional Mortgagee holding the greatest dollar volume of unit mortgages shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said Institutional Mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such items of common expense.

21. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

21.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvements is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner

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hereinafter provided that the Condominium shall be terminated.

(b) Property (Real and Personal) of the Association. If the damaged improvement is property owned (in whole or part) by the Association, the damaged property shall be reconstructed or repaired unless it is determined in the manner hereinafter provided that the Condominium shall be terminated.

(c) Condominium Buildings Containing Units.

(1) Lesser Damage. If the damaged improvement is a building, and if units to which fifty per cent (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined by agreement in the manner hereinafter provided that the Condominium shall be terminated.

(2) Substantial Damage. If the damaged improvement is a building, and if units to which more than fifty per cent (50%) of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as hereinafter provided, unless within sixty (60) days after the casualty the owners of units to which more than seventy-five per cent (75%) of the common elements are appurtenant agree in writing to such reconstruction or repair.

(d) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

21.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association and by the owners of units to which more than seventy-five per cent (75%) of the common elements are appurtenant, including the owners and Institutional Mortgagees of all damaged units, which approval shall not be unreasonably withheld.

21.3 Responsibility. If the damage is only to those parts of units for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility for reconstruction and repair after casualty shall be that of the Association.

21.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bond as the Board of Directors may require.

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21.5 Special Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all unit owners in proportion to their shares in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair are insufficient, assessments shall be made against the unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to common elements shall be in proportion to the units' shares in the common elements. Such assessments on account of damage to units shall be in proportion to the shares of insurance proceeds attributable to each damaged unit if a building is to be restored, as set forth in Paragraph 20.3(c) of this Declaration.

21.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which are the responsibility of the Association are more than Five Thousand Dollars ($5,000.00) then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand Dollars ($5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an Insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand Dollars ($5,000.00), then the reconstruction fund shall be disbursed in payment of such costs in the manner required by the Board of

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Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit Owners. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owners, or if there is a mortgagee endorsement as to such unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner hereinbefore stated; except, however, that the part of a distribution to a unit which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid, provided, that when a mortgagee is required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further provided, that when the Association or a mortgagee which is the beneficiary of any insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association before disbursements in payment of costs of reconstruction and repair.

21.7 Equitable Relief. In the event of major damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of equity, having jurisdiction in and for St. Lucie County, Florida, for equitable relief which may, but need not necessarily, include a termination of the Condominium and a partition thereof.

22. TERMINATION OF CONDOMINIUM. The condominium may be terminated in the following manner in addition to any manner provided by the Condominium Act.

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22.1 Destruction. If it is determined in the manner elsewhere provided herein that the building shall not be reconstructed because of substantial damage, the condominium plan of ownership shall be terminated without agreement.

22.2 Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of units and all record owners of mortgages on units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of such meeting shall give notice of the proposed termination, and if the approval of the owners of units to which more than seventy-five per cent (75%) of the common elements are appurtenant, and of the record owners of all mortgages upon the units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased an agreement to purchase signed by the record owners of the units that will participate in the purchase. The agreement shall indicate which units will be purchased by each participating owner and shall require the purchase of all units owned by owners not approving the termination. The agreement shall effect a separate contract between each seller and purchaser.

(b) Price. The sale price of each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon the average of their appraisals of the units. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the pruchasers.

(c) Payment. The purchase price shall be paid in cash.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the purchase price.

22.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of St. Lucie County, Florida.

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FORT PIERCE, FLORIDA 33454
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22.4 Shares of Owners After Termination. After termination of the condominium, the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' respective units prior to the termination.

22.5 Amendment. This Article concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon the units.

23. AMENDMENT TO DECLARATION. This Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of seventy-five per cent (75%) of the total number of votes to which the unit owners present and voting shall be entitled. Such amendment shall be duly recorded in compliance with requirements of the Condominium Act.

23.1 Alteration of Units. No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record title owner of the unit and all record title owners of liens on the unit join in the execution of the amendment.

23.2 Required Approval. No provision of this Declaration or of the exhibits hereto which requires in order to be effective, operational or enacted, a vote of the unit owners greater than that required in Paragraph 23 above, shall be changed by any amendment to this Declaration or to the exhibits hereto insofar as they pertain to said provision(s) unless in addition to all other requirements of Paragraph 23 being met, said change shall be approved by a vote of the membership not less than that required by this Declaration or exhibits hereto, whichever shall be applicable, to effect such provision.

23.3 Rights of Institutional Mortgagees. No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Condominium parcel, or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the parcel, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

23.4 Non-Material Errors and Omissions. Notwithstanding anything to the contrary contained in this Declaration, Developer expressly reserves the right to amend this Declaration so as to correct any errors or omissions not materially adversely affecting the rights of the unit owners, lienors or Institutional Mortgagees, and such right shall exist until one year from the date of the recording of this Declaration in the public records of St. Lucie County, Florida. Such amendment need not be approved by the Association unit owners, lienors or Institutional Mortgagees of units of the Condominium whether or not elsewhere required for amendments.

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23.5 Discrimination. No amendment shall discriminate against any unit owner or against any unit or class or group of units, unless the owner so affected shall consent.

23.6 Reserved Right of Developer. Notwithstanding anything to the contrary contained in this Declaration, Developer expressly reserves the right to amend this Declaration at any time during the course of registration of this Condominium in any state in order to accomplish a successful registration of this Condominium in that state, provided, said amendment does not materially adversely affect the rights of the unit owners, lienors of record, or Institutional Mortgagees. Such amendment need not be approved by the Association, unit owners, lienors or Institutional Mortgagees of units of the Condominium whether or not elsewhere required for amendments.

23.7 Developer Consent Required. As long as Declarant has title to any unit, no amendment shall be made to this Declaration or any exhibits hereto, unless Developer shall consent in writing to the amendment, which consent may be withheld by Developer for any reason.

24. REGISTRY OF OWNERS AND MORTGAGEES. The Association shall at all times maintain a registry setting forth the names of the owners of units. In the event of a sale or transfer of a condominium unit, the purchaser or transferee shall notify the Association in writing of his interest in such condominium unit together with the recording information of the instrument by which such purchaser or transferee has acquired his interest in the unit. Each unit owner shall notify the Association of all mortgages encumbering a condominium unit and any transfer thereof, the amount of such mortgages, and the recording information for the mortgages. The holder of a mortgage encumbering a condominium unit may notify the Association of the existence of such mortgage, and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the mortgage.

25. NOTICE TO AND RIGHTS OF INSTITUTIONAL MORTGAGEES.

25.1 Casualty. In the event of any substantial damage or destruction to a unit or any part of the common elements, Institutional Mortgagees will be entitled to timely notice of such damage or destruction.

25.2 Default. In the event a unit owner shall be in default in the payment of any assessments as provided for herein, and said default shall not be cured within thirty (30) days, the Association shall cause notice of such default to be given to any Institutional Mortgagee of the unit.

25.3 Condemnation. In the event any portion of the condominium property is made the subject matter of a condemnation proceeding, all Institutional Mortgagees shall be entitled to timely written notice of such proceeding.

25.4 Rights of Institutional Mortgagees. An Institutional Mortgagee shall, upon request, be entitled to:

(a) Inspect the books and records of the Association;

(b) Receive an annual financial statement of the Association within ninety (90) days following the end of the fiscal year;

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(c) Receive written notice of all meetings of the Association, and be permitted to designate a representative to attend all such meetings; but said representative shall have no right to participate or vote at said meeting.

26. MISCELLANEOUS.

26.1 Developer's Rights. Notwithstanding any other provision in this Declaration, Developer is irrevocably empowered to sell condominium units on any terms to any purchaser for as long as it owns any unit in the Condominium. Developer shall have the right to transact any business necessary to consummate sales of said units, including, but not limited to, the right to maintain model apartments, have signs, employees, and offices, use the common elements and show units. Sales office signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer.

26.2 Limitation of Liability.

(a) The liability of the owner of a unit for common expenses shall be limited to the amounts for which it is assessed from time to time in accordance with the Declaration and exhibits.

(b) The owner of a unit may be personally liable for acts or omissions of the Association in connection with the use of the common elements but only to the extent of his prorata share of his interest in the common elements and then in no case in an amount greater than the value of his unit. A unit owner shall be liable for injuries or damages resulting from an occurrence in his own unit to the same extent and degree that the owner of a house would be liable for an occurrence within his house.

26.3 Remedies for Violation. Each unit owner shall be governed by and conform with the Declaration and exhibits hereto. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. Should the Association or any unit owner find it necessary to bring court action to bring about compliance with the law, this Declaration, or the exhibits hereto, upon a finding by the court that the violation complained of is willful and deliberate, the owner so violating shall reimburse the party bringing suit for reasonable attorney's fees (including appellate attorney's fees) incurred by it in bringing such action, as determined by the court.

26.4 Covenants run with the Land. All provisions of the Declaration and exhibits attached hereto, and amendments thereof, shall be construed as covenants running with the land, and of every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto, and every unit owner and occupant of the property or any part thereof, or if any interest therein, and his heirs, personal representatives, successors and assigns, shall be bound by all of the privisions of the Declaration and exhibits hereto and any amendments thereof.

26.5 Severability. If any of the provisions of this Declaration, By-Laws or Articles of Incorporation of the Association, or of the Condominium Act, or any article, section, clause, phrase, word, or the application thereof, in any circumstances

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is held invalid, the validity of the remainder of this Declaration, By-Laws, Articles of Incorporation, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase, or word, in other circumstances, shall not be affected thereby.

26.6 Notices. Except when expressly provided otherwise, whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the Condominium, unless a unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or personally delivering said notice. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Secretary's residence in the Condominium, or in case of the Secretary's absence, then the President of the Association at his residence in the Condominium, and in his absence, any member of the Board of Directors of the Association.

(a) Notices to the Developer shall be delivered by mail to: 715 South Ocean Drive, Fort Pierce, FL 33450.

(b) All notices shall be deemed and considered sent when mailed. Any party may change his mailing address by written notice, duly receipted for. Notices required to be given to personal representatives of a deceased owner, or devisee when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

(c) The change of the mailing address of any party, as specified herein, shall not require an amendment to this Declaration.

26.7 Construction of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

26.8 Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration or exhibits hereto.

IN WITNESS WHEREOF, K. M. BROOKS and LOUISE M. SPARKS have executed this instrument, on this, the 6th day of January, 1983.

Signed, sealed and delivered in the presence of:

Carolyn Lasinski

Ann A. Davis

Carolyn Lasinski

Ann A. Davis

K. M. Brooks (Seal)
K. M. Brooks

Louise M. Sparks (Seal)
Louise M. Sparks

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TELEPHONE (305) 461 5020

JOINDER OF MORTGAGEE

ROYAL TRUST BANK OF MIAMI, N.A., an association organized under the laws of the United States, 627 S.W. 27th Avenue, Miami, Florida 33135, hereinafter called the Mortgagee, the owner and holder of a mortgage upon lands in St. Lucie County, Florida, which mortgage is dated August 5, 1977, and is recorded in O. R. Book 272 at page 1615 of the public records of St. Lucie County, Florida, joins in the making of the foregoing Declaration of Condominium for BOARDWALK CONDOMINIUM, and the Mortgagee agrees that the lien of its mortgage, with respect to that portion of the mortgaged property included within the Declaration, shall be upon the following described property in St. Lucie County, Florida:

All of the Units of BOARDWALK CONDOMINIUM, according to the Declaration of Condominium

TOGETHER WITH all of the appurtenances of the units, including but not limited to all of the undivided shares of the common elements.

DATED this _____ day of January, 1983.

ROYAL TRUST BANK OF MIAMI, N.A.

By_____
Vice-President

(Corporate Seal)

Signed, sealed and delivered
in the presence of:

_____

_____

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this _____ day of January, 1983, by JACOB L. DORN, Vice-President of ROYAL TRUST BANK OF MIAMI, N.A., an association organized under the laws of the United States, on behalf of the corporation.

_____
Notary Public, State of Fla. at Large
My Commission Expires:_____

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ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33454
TELEPHONE 305/461-2626

BOARDWALK CONDOMINIUM

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA

COUNTY OF ST. LUCIE

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared CARL DE SHAY, who, after being first duly cautioned and sworn, deposes and says as follows:

1. That I, CARL DE SHAY, am a duly licensed Surveyor under the laws of the STATE OF FLORIDA, R.L.S. No. 3477.

2. This Certificate is made as to BOARDWALK CONDOMINIUM, located at Fort Pierce, Florida.

3. The construction of the improvements comprising the condominium is complete so that the materials that comprise Exhibit "B" to the Declaration of Condominium, together with the provisions of said Declaration describing the Condominium property, are an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the Common Elements within the Condominium can be determined from the materials.

4. Further, Affiant sayeth not.

Carl De Shay - Florida Registered
Land Surveyor No. 3477

Sworn to and subscribed before me
this 31 day of September, 1982.

Notary Public, State of Fla. at Large
My Commission Expires: June 21 1986

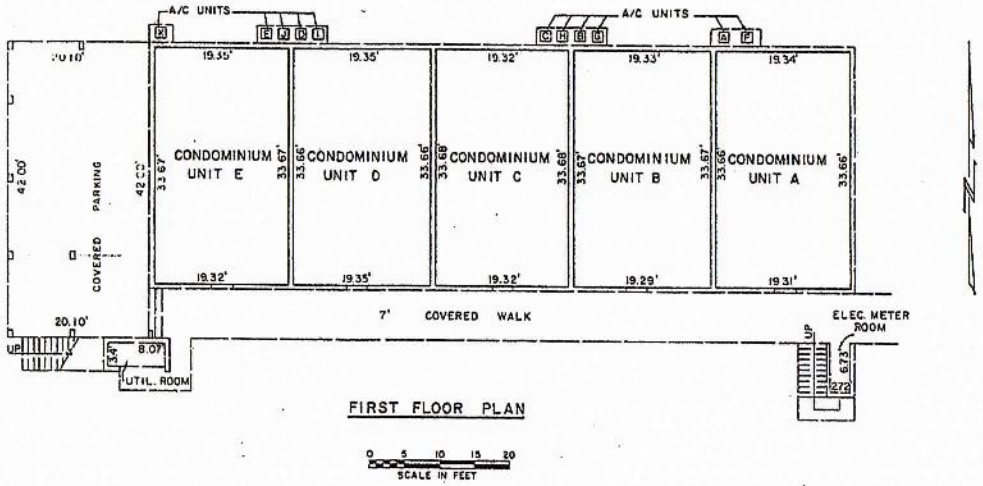
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 21 1986
BONDED THRU GENERAL INSURANCE UNDERWRITERS

UNIT PLANE ELEVATION SCHEDULE

	FINISHED FLOOR	FINISHED CEILING
UNITS A, B, C, D, E	9.24	17.24

NOTES :

1. ELEVATION REFER TO NATIONAL GEODETIC VERTICAL DATUM.
2. ——— INDICATES LIMITS OF CONDOMINIUM UNIT BOUNDARY
3. — — — INDICATES LIMITS OF COMMON ELEMENTS
4. [A] — A/C UNITS - INDICATES AIR CONDITIONING UNIT LOCATED ON GROUND LEVEL, ANNEXED TO AND MADE PART OF CORRESPONDING CONDOMINIUM UNIT



FIRST FLOOR PLAN

BOARDWALK CONDOMINIUM

ARTHUR V. STROCK & ASSOCIATES, INC.

CARL DE SHAY
REGISTERED LAND SURVEYOR NO. 3477
STATE OF FLORIDA

EXHIBIT B(ii) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

Arthur V. Strock & Associates, Inc.
engineers • planners • surveyors deerfield beach • delray beach, fla.

PROJECT: BOARDWALK CONDOMINIUM

DRAWING NUMBER: 345 FR 1

DATE: 5-18-82

DRAWN BY: [illegible]

CHECKED BY:

SHEET: 2 OF 5

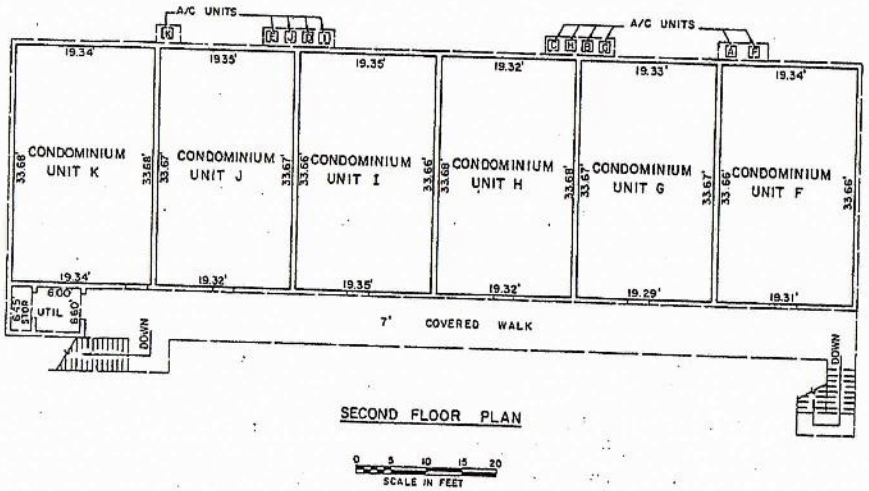
COMM NO: 7606 00

EXHIBIT B(ii)

UNIT PLANE ELEVATION SCHEDULE

	FINISHED FLOOR	FINISHED CEILING
UNITS F,G,H,I,J,K	18.26	26.26

NOTES:
1. ELEVATION REFER TO NATIONAL GEODETIC VERTICAL DATUM.
2. ———— INDICATES LIMITS OF CONDOMINIUM UNIT BOUNDARY.
3. – – – – INDICATES LIMITS OF COMMON ELEMENTS.
4. [A]— A/C UNITS - INDICATES AIR CONDITIONING UNIT LOCATED ON GROUND LEVEL, ANNEXED TO AND MADE PART OF CORRESPONDING CONDOMINIUM UNIT.



SECOND FLOOR PLAN

0 5 10 15 20
SCALE IN FEET

BOARDWALK CONDOMINIUM

EXHIBIT B(iii) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

ARTHUR V. STROCK & ASSOCIATES, INC.

CARL DE SHAY
REGISTERED LAND SURVEYOR NO. 3477
STATE OF FLORIDA

Arthur V. Strock & Associates, Inc.
engineers • planners • surveyors deerfield beach • delray beach, fla.

PROJECT: BOARDWALK CONDOMINIUM
DRAWING NUMBER: 19345 m 1
DRAWN BY: DATE: 5-18-82
CHECKED BY:
SHEET 3 OF 5
CONT. NO. 76015 00

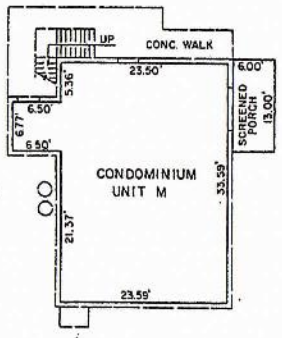
EXHIBIT B(iii)

UNIT PLANE ELEVATION SCHEDULE

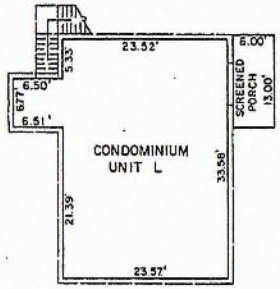
	FINISHED FLOOR	FINISHED CEILING	FINISHED PORCH
UNIT M	7.56	15.56	7.04
UNIT L	16.66	24.66	16.26

NOTES:

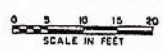
1. ELEVATION REFER TO NATIONAL GEODETIC VERTICAL DATUM.
2. ——— INDICATES LIMITS OF CONDOMINIUM UNIT BOUNDARY
3. — — — INDICATES LIMITS OF COMMON ELEMENTS
4. [X]—A/C UNITS—INDICATES AIR CONDITIONING UNIT LOCATED ON GROUND LEVEL, ANNEXED TO AND MADE PART OF CORRESPONDING CONDOMINIUM UNIT.



FIRST FLOOR PLAN



SECOND FLOOR PLAN



BOARDWALK CONDOMINIUM

ARTHUR V. STROCK & ASSOCIATES, INC.

CARL DE SHAY
REGISTERED LAND SURVEYOR NO. 3477
STATE OF FLORIDA

EXHIBIT B (Iv) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

Arthur V. Strock & Associates, Inc.
engineers • planners • surveyors deerfield beach • delray beach, fla.

PROJECT: BOARDWALK CONDOMINIUM

DRAWING NUMBER

DATE: 5-18-82

FB 345 PG 1

DRAWN BY

CHECKED BY

SHEET: 4 OF 5

COMM NO. 7606.00

EXHIBIT B (iv)

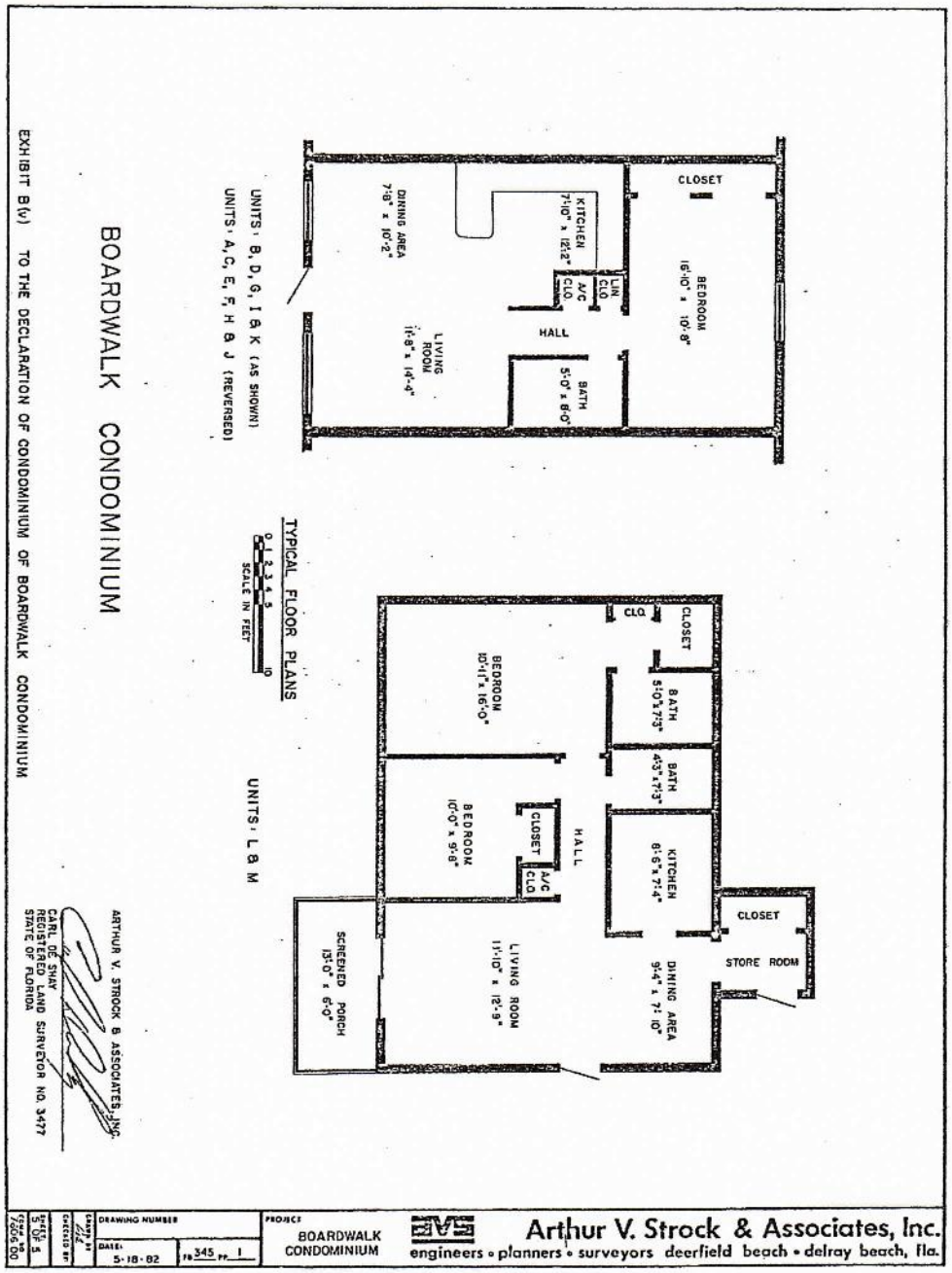

BOARDWALK CONDOMINIUM
EXHIBIT B(v) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM
UNITS: B, D, G, I & K (AS SHOWN)
UNITS: A, C, E, F, H & J (REVERSED)
CLOSET
BEDROOM 16'-10" x 10'-8"
KITCHEN 7'-10" x 12'-2"
LIN CLO
A/C CLO
HALL
BATH 5'-0" x 8'-0"
DINING AREA 7'-8" x 10'-2"
LIVING ROOM 11'-8" x 14'-4"
TYPICAL FLOOR PLANS
SCALE IN FEET
UNITS: L & M
CLO
CLOSET
BEDROOM 10'-11" x 16'-0"
BATH 5'-0" x 7'-3"
BATH 4'-3" x 7'-3"
BEDROOM 10'-0" x 9'-8"
CLOSET
A/C CLO
HALL
KITCHEN 8'-6" x 7'-4"
CLOSET
STORE ROOM
DINING AREA 9'-4" x 7'-10"
LIVING ROOM 11'-10" x 12'-9"
SCREENED PORCH 13'-0" x 6'-0"
ARTHUR V. STROCK & ASSOCIATES, INC.
CARL DE SHAY
REGISTERED LAND SURVEYOR NO. 3477
STATE OF FLORIDA
DRAWING NUMBER
DATE: 5-18-82
FB 345 PP 1
PROJECT
BOARDWALK CONDOMINIUM
Arthur V. Strock & Associates, Inc.
engineers • planners • surveyors deerfield beach • delray beach, fla.

EXHIBIT B (v)

BOARDWALK CONDOMINIUM

DIVISION OF COMMON ELEMENTS

UNIT NUMBER	PERCENTAGE
L	10.07
M	10.07
A	7.26
B	7.26
C	7.26
D	7.26
E	7.26
F	7.26
G	7.26
H	7.26
I	7.26
J	7.26
K	7.26
	100.00%

EXHIBIT C

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TELEPHONE (305) 461 5020

ARTICLES OF INCORPORATION

OF

BOARDWALK OWNERS ASSOCIATION, INC.

A Non-Profit Florida Corporation

WE, the undersigned, acknowledge and file in the office of the Secretary of State of the State of Florida, for the purpose of forming a non-profit corporation in accordance with the laws of the State of Florida, these Articles of Incorporation. As used herein, terms defined in the Declaration of Condominium for BOARDWALK CONDOMINIUM shall mean the same herein.

ARTICLE I

NAME

The name of the corporation shall be BOARDWALK OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association" or "Corporation".

ARTICLE II

PURPOSE

In accordance with the provisions of Chapter 718, Florida Statutes (1981), the "Condominium Act", a condominium will be created from existing apartment buildings upon certain lands in St. Lucie County, Florida, to be known as: BOARDWALK CONDOMINIUM (the Condominium), according to the Declaration of Condominium (the "Declaration") to be recorded in the public records of St. Lucie County, Florida. This Corporation is organized for the purpose of operating, governing, administering and managing the properties and affairs of the Condominium and to exercise all powers and discharge all the responsibilities granted to it as a corporation under the laws of the State of Florida, the By-Laws of the Corporation, these Articles, the Declaration and the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in this Corporation's capacity as a condominium association.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration, and all the powers conferred by the Condominium Act upon a condominium association, and all the powers set forth in the Declaration which are lawful.

Section 2. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

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FORT PIERCE, FLORIDA 33454
Telephone (305) 461-3020

(1) To operate and manage the Condominium and condominium properties in accordance with the purpose and intent contained in the Declaration;

(2) To make and collect assessments against members to defray the costs of the Condominium and to refund common surplus to members;

(3) To use the proceeds of assessments in the exercise of its powers and duties;

(4) To maintain, repair, replace and operate the condominium properties;

(5) To reconstruct improvements upon the condominium properties after casualty and to further improve the properties;

(6) To make and amend By-Laws for the Association and regulations respecting the use of the condominium properties;

(7) To approve or disapprove the proposed purchasers and mortgagees of condominium units as required by the Declaration;

(8) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the regulations for the use of the condominium properties;

(9) To collect for the management and maintenance of the condominium and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the common elements. The association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the association.

Section 3. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents. No part of the income, if any, of the Association shall be distributed to the members, directors, and officers of the Association.

Section 4. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration which govern the use of the condominium properties.

ARTICLE IV

MEMBERS

Section 1. All unit owners of the Condominium shall automatically be members of the Association, and their membership shall automatically terminate when they are no longer owners of a unit. If a member should sell his unit under the

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ATTORNEYS AT LAW
POST OFFICE BOX 1088

provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and may not be issued.

Section 2. Each unit owner is entitled to one vote for each unit owned by him. A corporation or several individuals owning a unit shall designate a voting agent for the unit(s) which they own, as set forth in the Declaration and By-Laws.

Section 3. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

ARTICLE V

EXISTENCE

This Corporation shall have perpetual existence.

ARTICLE VI

SUBSCRIBERS

The names and addresses of the subscribers hereto are as follows:

Name	Address
K. M. Brooks	715 S. Ocean Drive Fort Pierce, Florida 33450
Louise M. Sparks	715 S. Ocean Drive Fort Pierce, Florida 33450
Frank H. Fee, III	401-A S. Indian River Drive Fort Pierce, Florida 33450

ARTICLE VII

DIRECTORS

Section 1. The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) Directors.

Section 2. Directors shall be elected by the voting members in accordance with the By-Laws at regular annual meetings of the membership of the Association, in the manner set out by the By-Laws. Directors shall be elected to serve for a term of one (1) year. In the event of a vacancy, the remaining director(s) shall appoint a replacement to serve the balance of the term.

Section 8. The following persons shall constitute the first Board of Directors, and shall hold office and serve until removed or until their successors are elected at the first regular meeting of the members:

Name	Address
K. M. Brooks	715 S. Ocean Drive Fort Pierce, FL 33450
Louise M. Sparks	715 S. Ocean Drive Fort Pierce, FL 33450
Frank H. Fee, III	401-A S. Indian River Dr. Fort Pierce, FL 33450

ARTICLE VIII

OFFICERS

Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of the Board of Directors. The names and titles of the officers who shall serve until removed or until the first election at the first annual meeting of the Board of Directors are as follows:

Name	Title
K. M. Brooks	President
Louise M. Sparks	Vice-President & Secretary-Treasurer

ARTICLE IX

BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors and attached to the Declaration to be filed in the public records of St. Lucie County, Florida. By-Laws may be altered, amended, or rescinded only at duly called meetings of the members, in the manner provided by the By-Laws.

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ATTORNEYS AT LAW
POST OFFICE BOX 1000
[illegible]
[illegible]

ARTICLE X

AMENDMENTS

Section 1. A majority of the Board of Directors or a majority of the voting members may propose alterations, amendments to, or the rescission of these Articles, so long as the proposals do not conflict with the Condominium Act or the Declaration. Such proposals shall set forth the proposed alteration, amendment, or rescission; shall be in writing; shall be filed by the Board of Directors or a majortiy of the members and shall be delivered to the President of the Association, who shall thereupon call a Special Meeting of the members not less than ten (10) days nor later than thirty (30) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided by the By-Laws. An affirmative vote of two-thirds (2/3) of the Board of Directors, and an affirmative vote of three-fourths (3/4) of the members of the Association shall be required for the adoption of the proposed alteration, amendment or rescission.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice of proposals to the President of the Association for the alteration, amendment, or rescission of these Articles. Such waiver may occur before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the interests of the Corporation. Such approval shall be made by a majority vote of a quorum consisting of directors who were not parties to such proceedings. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 1. No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, trust or other organization in which one or more of its Directors or Officers are Directors or Officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because

said officer's or director's votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said director or officer may be interested in any such contract or transaction.

Section 2. Interested officers and directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIII

ADDRESS OF REGISTERED OFFICE

The street address of the registered office of this Corporation in the State of Florida shall be: 715 South Ocean Drive, Fort Pierce, Florida 33450. The name of the initial registered agent at this address shall be Louise M. Sparks. The Board of Directors may from time to time move the registered office to any other address in Florida.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, at St. Lucie County, Florida, this 6th day of January, 1983.

K. M. Brooks (Seal)
K. M. Brooks

Louise M. Sparks (Seal)
Louise M. Sparks

(Seal)
Frank H. Fee, III

STATE OF FLORIDA

COUNTY OF ST. LUCIE

I HEREBY CERTIFY, that on this day, personally appeared before me K. M. BROOKS, LOUISE M. SPARKS and FRANK H. FEE, III, to me known to be the subscribers described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 6th day of January 1983.

Notary Public, State of Fla. at Large
My Commission Expires: 2-7-85

BY-LAWS OF

BOARDWALK OWNERS ASSOCIATION, INC.
A Non-Profit Florida Corporation

ARTICLE I

GENERAL

Section 1. Name: The name of the corporation shall be BOARDWALK OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association" or "Corporation".

Section 2. Principal Office: The principal office of the Association shall be at Boardwalk Condominium, 715 South Ocean Drive, Fort Pierce, Florida, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at the principal office or at the office of the registered agent of the Association.

Section 3. Definitions: As used herein, terms defined in the Declaration of Condominium for BOARDWALK CONDOMINIUM, hereinafter referred to as the "Condominium", shall mean the same herein.

ARTICLE II

DIRECTORS

Section 1. Powers: The property and business of the Association shall be managed by the Board of Directors ("Board"), which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration of Condominium to which these By-Laws are attached. The powers of the Board of Directors shall include, but not be limited to, all those powers as set forth in Article IV of these By-Laws.

Section 2. Number and Term: Three (3) Directors shall constitute the whole Board of Directors. Except for the initial directors designated in the Articles of Incorporation and any other directors selected by the Developer, a director shall be elected to serve for the term of one (1) year, or until his successor has been elected and qualified. An employee or agent of a business entity owner shall be eligible to serve as a director of the Association. If the number of Directors falls below three (3), a special members' meeting shall be called for the purpose of filling vacancies on the Board of Directors.

Section 3. Vacancy and Replacement: If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting duly called for this purpose, shall choose a successor, who shall hold office for the unexpired term in respect to which such vacancy occurred. The Developer shall be empowered to remove or replace at any time any director originally selected by the Developer.

Section 4. Removal: Directors may be removed for cause by an affirmative vote of a majority of the qualified votes of voting members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

EXHIBIT E

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Section 5. Recall: Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting members. A special meeting of the voting members to recall a Director or Directors may be called by ten per cent (10%) of the voting members giving notice of the meeting as required in Article VI of these By-Laws, and the notice shall state the purpose of the meeting.

Section 6. First Board of Directors: The first Board of Directors designated in the Articles of Incorporation shall hold office and exercise all the power of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, any or all of said directors shall be subject to replacement by the Developer or, in the event of resignation or death, as above provided.

Section 7. Compensation: Neither directors nor officers shall receive compensation for their services as such.

Section 8. Meetings:

(a) The first meeting of each Board of Directors newly elected by the voting members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the voting members' annual meeting, and immediately after the adjournment of same;

(b) Special meetings shall be held whenever called by the President or a majority of the Board of Directors. The Secretary shall give notice of each special meeting either personally, by mail or telegram to each director at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting;

(c) Meetings of the Board of Directors shall be open to all unit owners. Adequate notice of all meetings of the Board of Directors shall be posted conspicuously on the condominium properties at least forty-eight (48) hours in advance, except in an emergency;

(d) A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quroum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice, other than announcement at the meeting, until a quorum shall be present.

Section 9. Order of Business: The order of business at all meetings of the Board of Directors shall be as follows:

1. Roll call and quorum determination;

2. Reading of minutes of last meeting;

3. Consideration of communications;

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4. Resignations and elections;

5. Reports of officers and employees;

6. Reports of committees;

7. Unfinished business;

8. Original resolutions and new business;

9. Adjournment.

Section 10. Annual Statement: The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the Association, including a report of the operating expenses of the Association and the assessments paid by the members.

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. The President shall be a director ex officio, unless elected to the Board. If the Board so determines, there may be more than one Vice-President.

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by the Board.

Section 3. Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. The President:

(a) The President shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the Association; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association; the seal when affixed shall be attested by the signature of the Secretary;

(b) He shall have general superintendence and direction of all the other officers of the Association, and shall see that their duties are performed properly;

(c) He shall submit a report of the operation of the Association for the fiscal year to the Directors whenever called for by them, and to the members at the annual meeting, and from time to time shall

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report to the Board all matters within his knowledge which the interest of the Association may require to be brought to their notice;

(d) He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Section 5. The Vice-President: The Vice-President shall be vested with all powers and required to perform all duties of the President in his absence; and such other duties as may be prescribed by the Board of Directors.

Section 6. The Secretary:

(a) The Secretary shall keep the minutes of the meetings of the voting members and of the Board of Directors in one or more books provided for that purpose; said minute books shall be available for inspection by unit owners, or their authorized representatives, and directors at any reasonable time; said minutes shall be retained for a period of not less than seven (7) years.

(b) He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

(c) He shall be custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws;

(d) He shall keep a register of the post office address of each unit owner, which shall be furnished to the Secretary by each unit owner;

(e) In general, he shall perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer:

(a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may be designated by the Board of Directors;

(b) He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors, at regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association;

(c) He may be required to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the

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Association, in case of his death, resignation or removal from office, all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

Section 8. Vacancies: If the office of the President, Vice-President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the directors, by a majority vote, may choose a successor who shall hold office for the unexpired term.

Section 9. Resignations: Any director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION

The Association shall have all powers granted to it by law, the Declaration of Condominium, the Condominium Act, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors, unless the exercise thereof is otherwise restricted in the Declaration of Condominium, these By-Laws, or by law. The powers of the Association shall include, but not be limited to, the following:

(a) To levy and collect regular and special assessments and to establish the method and time within which payments are to be made;

(b) To expend monies collected for the purpose of paying the common expenses of the Association;

(c) To purchase equipment, supplies and material required for the maintenance, repair, replacement, operation and management of the condominium properties;

(d) To insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium;

(e) To employ the personnel required for the operation of the condominium properties;

(f) To make reasonable rules and regulations for the use of the condominium properties and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted;

(g) To improve the condominium properties subject to the limitations of the Declaration of Condominium;

(h) To enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the regulations promulgated by the Association;

(i) To collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from unit owners for violation of the provisions of the condominium documents;

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(j) To approve or disapprove of all conveyances of condominium parcels as provided for in the Declaration of Condominium;

(k) To select depositories for Association funds, and to determine the manner of receiving, depositing, and disbursing Association funds, and the form of check and the person or persons by whom checks shall be signed, when not signed, as otherwise provided by these By-Laws;

(l) To collect for the management and maintenance of the condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the common elements. The Association shall, however, retain at all times the power and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

Nothing in this subparagraph or in the Declaration of Condominium shall be deemed to require the Association to maintain the interior of any condominium unit, or to enter into any contract or undertaking to provide for the maintenance or upkeep of the interior of any condominium unit.

(m) To establish the offices of additional officers of this Association and to appoint all officers;

(n) To propose and adopt the budget for the Condominium;

(o) To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

ARTICLE V

MEMBERSHIP

Section 1. Definition: Voting membership in the Association shall be limited to owners of condominium units in the Condominium.

Section 2. Transfer of Membership and Ownership: Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium parcel, and such transfer shall be subject to the procedures set forth in the Declaration of Condominium.

Section 3. Plural Ownership: Membership may be held in the names of more than one person, in which event, all of the plural owners of the unit shall be entitled collectively to only one vote in the management of the affairs of the Association, and the vote may not be divided between the plural owners. The plural owners

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must file a certificate authorizing a voting member in accordance with Article VI, Section 7, of these By-Laws.

ARTICLE VI

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the Association membership shall be held at the office of the Association or at such other place as may be stated in the notice of the meeting.

Section 2. Annual Meeting:

(a) The first annual meeting of the members shall be held the first Wednesday in October, 1983, at 8:00 PM , and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M.

If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following that which is not a legal holiday. If the meeting is rescheduled, the directors elected at the first annual meeting and the officers elected as a result of the directors' meeting will hold office until the annual meeting is held.

(b) At the annual meeting, the members, by a plurality vote, shall elect a Board of Directors and transact such other business as may properly come before a meeting.

(c) Written notice of the annual meeting shall be given to each unit owner and shall be posted in a conspicuous place on the condominium properties at least fourteen (14) days prior to the annual meeting. The notice of the annual meeting shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing.

Section 3. Membership List: At least ten (10) days before every regular meeting of the membership, a complete list of members entitled to vote at said meeting, arranged numerically by units, with residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days at the office of the Association, and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

(a) Special meetings of the members, for any purpose(s), unless otherwise prescribed by law, the Declaration of Condominium, or Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the written request of one-third (1/3) of the voting members. Such request shall state the purpose(s) of the proposed meeting;

(b) Written notice of a special meeting of members, stating the time, place and purpose(s) thereof,

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shall be served upon or mailed to each voting member at the address as it appears on the books of the Association, at least five (5) days before such meeting;

(c) Business transacted at all special meetings shall be confined to the purpose(s) stated in the notice of the meeting;

(d) Unit owners may waive notice of special meetings and may take action by written agreement without meetings, if allowed by law, the Declaration of Condominium, and the Articles of Incorporation.

Section 5. Quorum: A majority of the total number of voting members of the Association, present in person or represented by written proxy, shall be required for and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the voting members present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question. Cumulative voting is prohibited.

Section 7. Entitled and Qualified to Vote; Plural Ownership; Proxies: Each unit owner shall be entitled to one (1) vote for each unit owned by him. At any meeting of the members, every member entitled to vote may vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If more than one (1) person or a corporation owns a unit, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said unit. If the certificate is not on file, the owner(s) shall not be qualified to vote and the vote of such owner(s) shall not be considered nor shall the presence of said unit owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a unit shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said unit, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is disagreement as to who shall represent the unit at the meeting, in which case the certificate requirements set forth above shall apply.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members

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may be dispensed with, if all members who would have been entitled to vote upon the action at such meeting, if such meeting were held, shall have consented in writing to such action being taken.

Section 9. Order of Business: The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Election of Chairman
2. Roll call and Quorum Determination
3. Proof of Notice of Meeting or Waiver of Notice
4. Reading of Minutes of Prior Meeting
5. Officers' Reports
6. Committee Reports
7. Elections
8. Unfinished Business
9. New Business
10. Adjournment

Section 10. Procedure: Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation, these By-Laws or any provision of law.

ARTICLE VII

NOTICES

Section 1. Definition: Except where expressly provided to the contrary, whenever under the provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by regular mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of these By-Laws, a waiver thereof, in writing, signed by the person(s) entitled to such notice, whether before or after the time stated herein, shall be deemed the equivalent of such notice.

Section 3. Address: The address for notice to the Association is 715 South Ocean Drive, Fort Pierce, Florida 33450.

ARTICLE VIII

FINANCES

Section 1. Fiscal Year: The fiscal year of the Association shall be the calendar year, commencing January 1 of each year,

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provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems advisable.

Section 2. Checks: All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer(s) or such other person(s) as the Board of Directors may from time to time designate.

Section 3. Depositories: The funds of the Association shall be deposited in a bank(s) in St. Lucie County, Florida, in an account for the Association under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, the President or the Vice-President, or such other person(s) as the Board may authorize. The Board may require more than one signature on checks and bank drafts. Said funds shall be used only for Association purposes. If necessary, and if demanded by Institutional Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Institutional Mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting condominium parcels.

Section 4. Inspections and Records: The Association shall maintain good accounting records. All such records and any legal documents, policies of insurance, and books of the Association shall be open to inspection at reasonable times by members, their authorized representatives, and all Institutional Mortgagees. Upon request, Institutional Mortgagees shall have the right to receive an unaudited financial statement of the Association within ninety (90) days following the end of the fiscal year.

Section 5. Annual Statement: The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the Association.

Section 6. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by and in accordance with the Declaration of Condominium.

Section 7. Fidelity Bonds: Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The premiums for such bonds shall be paid by the Association as a common expense.

Section 8. Assessments:

(a) The Board of Directors has the power to and shall from time to time fix and determine the amount necessary to pay the common expenses of the Condominium. Common expenses include those expenses described in Paragraph 2.6 of the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors.

(b) Funds for the payment of common expenses shall be assessed and be a lien against the condominium parcels in the proportion of percentage of sharing common expenses as provided in the Declaration of Condominium.

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(c) Regular assessments shall be paid by the members on a monthly basis unless the membership shall approve a different period for payment.

(d) Special assessments, when required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide. The Board of Directors may make special assessments in emergencies and upon such conditions as the Board may authorize.

(e) When the Board of Directors has determined the amount of any assessments, the Secretary or Treasurer shall transmit a statement of such assessment to each condominium parcel owner. All assessments shall be made payable to and at the office of the Association and upon request the Secretary or Treasurer shall give a receipt for each payment made.

(f) Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or decrease the amount of an assessment, and make such adjustments in cash or otherwise, as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all unit owners.

(g) Assessments shall not include charges for utilities separately charged and metered to each condominium unit, nor charges for such alterations, repairs, maintenance, improvements or decorating within the interior of any unit as are the obligation of the unit owner and not the obligation of the Association. The Board of Directors may provide certain maintenance and repairs as would otherwise be the obligation of the individual unit owners, by the undertaking of contracts with business establishments providing repair and maintenance services, and in such cases the cost or price of such contractual services may be treated as a common expense and assessed against the members as part of their monthly maintenance. The specific contracts or undertakings need not be submitted by the Board of Directors to the membership for approval once the membership has approved the policy of having a specific type of repair or maintenance undertaken by the Association which would otherwise be the individual unit owners' responsibility.

(h) Assessments are due on the dates stated in the notice of assessments, and thereafter shall bear interest at eighteen per cent (18%) per annum until paid.

(i) In the event an assessment is not paid within fifteen (15) days of the date it is due and payable, the Association through the Board of Directors, may proceed to enforce and collect said

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assessment from the delinquent owner in any manner provided by the Condominium Act, the Declaration and these By-Laws. Each condominium parcel owner shall be individually responsible for the payment of reasonable attorney's fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association.

(j) The Board of Directors may authorized the President to enter into a management contract with third parties to whom the power to levy and collect assessments may be delegated.

(k) All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors. All assessment payments by a unit owner shall be applied as provided herein and in the Declaration of Condominium.

(l) Any unit owner shall have the right to require from the Association, a certificate showing the amount of unpaid assessments against him with regard to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person other than owner who relies upon such certificate shall be protected thereby.

Section 9. Budget:

(a) The Board of Directors is empowered to propose and adopt the budget for the Condominium.

(b) Notice of the meeting and a copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered. Such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessments against the unit owners in any fiscal year exceeding 115 per cent of such assessments for the preceding year, a special meeting of the unit owners shall be held, if requested in writing by at least ten per cent (10%) of the unit owners, to consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. Such meeting shall be held not less than ten (10) days after written notice is given to each unit owner, but not more than thirty (30) days after such meeting has been requested in writing. The revision of the budget or the recall of any or all members of the Board of Directors shall require a vote of not less than two-thirds (2/3) of the voting members. The Board of Directors may in any event propose a budget to the unit owners at a members' meeting or in writing, and if such proposed budget is approved by the unit owners at a members' meeting or by a majority of voting members in writing, such budget shall not thereafter be re-examined by the unit owners in the manner set forth above, nor shall the Board of Directors be recalled under the terms of this sub-section.

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(c) Each proposed annual budget of common expenses adopted by the Board of Directors shall be detailed and shall show the amounts budgeted by accounts and expenses classifications, including, but not limited to, the following:

1. Administration of the Association.
2. Management fees.
3. Maintenance.
4. Taxes upon Association properties, if any.
5. Insurance.
6. Security provisions.
7. Utilities.
8. Other expenses.
9. Operating capital.
10. Reserves.
11. Fees payable to Division of Florida Land Sales and Condominiums.

(d) Regular assessments shall be made against unit owners not less frequently than monthly, in an amount no less than required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

(e) The provisions of Florida Statute 718.112, with regard to limitations on budget increases, special membership meetings for budget reconstruction, and the right to consider and adopt a budget at the annual membership meeting as an alternative, are hereby adopted. In determination of the percent of increase of the annual budget over the preceding years, authorized provisions for reasonable reserves for repair or replacement of the condominium properties, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and assessments for betterments to the condominium properties shall be excluded from the computation.

(f) As long as Developer is in control of the Association, the Association shall not impose an assessment for any year greater than one hundred fifteen per cent (115%) of the prior fiscal year's assessment without approval by a majority of all voting members.

(g) Notwithstanding anything in these By-Laws or the Declaration which authorize expenditures, no single expenditure for the improvement of the common elements exceeding $2,000.00 shall be made without the approval of seventy-five per cent (75%) of the membership, except for the

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repair of the condominium properties due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the property, for the safety of persons, or as required to avoid suspension of any necessary service to the condominium.

ARTICLE IX

CORPORATE SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Non-Profit". The seal may be used by causing it or a facsimilie thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE X

DEFAULT

Section 1. Enforcement of Lien: In the event a unit owner does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments to which it is entitled, in accordance with the Declaration and provisions of law.

Section 2. Proceeds of Sale: If the Association becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the unit.

Section 3. Violations: In the event of violation of the provisions of the Declaration, Articles of Incorporation or these By-Laws, for thirty (30) days after notice from the Association to the unit owner to correct said breach or violation, the Association, on its own behalf or through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy, as it or they may deem appropriate. An Institutional Mortgagee, as defined in the Declaration of Condoiminium, of a unit shall be entitled to written notice from the Association of any default by the mortgagor of such unit under the condominium documents which is not cured within thirty (30) days.

Section 4. Attorneys' Fees: In the event such legal action contemplated by this Article is brought against a unit owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorney's fees and court costs.

Section 5. Binding Effect: Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance,

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regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of the units to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the owners of units, and to preserve each unit owner's right to enjoy his unit, free from unreasonable restraint and nuisance.

ARTICLE XI

AMENDMENT OF BY-LAWS

These By-Laws may only be amended at a duly called meeting of the voting members; provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment; and (2) that the quorum requirement for such purposes shall be a majority of the voting members, in person or by proxy. It shall be necessary that there be an affirmative vote of three fourths (3/4) of the voting members, in person or by proxy. It shall be necessary that there be an affirmative vote of three fourths (3/4) of the voting members, as well as an affirmative vote of two thirds (2/3) of the Board of Directors, in order to amend these By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the right or liabilities of any Institutional Mortgagee without the consent of said Institutional Mortgagee.

No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that the above procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Laws _____ for present text".

Non-material errors or omissions in the By-Laws amendment process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XII

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

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These By-Laws and the Articles of Incorporation shall be construed in the event of any ambiguity consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of:

BOARDWALK OWNERS ASSOCIATION, INC.

a Florida non-profit corporation, at the first meeting of the Board of Directors.

BOARDWALK OWNERS ASSOCIATION, INC.

By Louise M. Sparks
Its Secretary

APPROVED:

K. M. Brooks
Its President

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT MYERS, FLORIDA 33454
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BOARDWALK CONDOMINIUM

ESTIMATED OPERATING BUDGET

	Monthly	Annually
Administration of the Association		
Bookkeeping	10.00	120.00
Legal and Bank Expenses	10.00	120.00
Office Supplies	5.00	60.00
Management Fees	-0-	-0-
Maintenance		
Appliance Repair & Replacement	20.00	240.00
Grounds Supplies	50.00	600.00
Lawn and general maintenance	100.00	1,200.00
Rent- Recreational and Other Commonly Used Facilities	-0-	-0-
Taxes Upon Association Property	-0-	-0-
Taxes Upon Leased Areas	-0-	-0-
Insurance	125.00	1,500.00
Security Provisions	-0-	-0-
Other Expenses		
Utilities	275.00	3,300.00
Operating Capital	-0-	-0-
Reserves		
Painting and Building Maintenance	375.00	4,500.00
Pavement Resurfacing	33.34	400.00
Roof	150.00	1,800.00
Division of Condominium Fees	.55	6.50
TOTALS	$1,153.89	$13,846.50

Schedule of Unit Owner's Expenses

	Monthly	Annually
Units A through K, inclusive (One Bedroom)	83.77	1,005.24
Units L and M (Two Bedroom)	116.20	1,394.40
Units A through K, inclusive (1-BR)-Without reserves	43.31	519.72
Units L & M (2 BR) - Without reserves	59.57	714.84

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Note 1. The foregoing budget is deemed sufficient, and accordingly, no provision for operating capital has been established herein.

Note 2. Since there is no management contract or agreement in effect, and since it is not contemplated employing the services of a management firm for the first year of operation, no provision has been made for management fees or a management agreement in this budget.

Note 3. The figures on this budget are established by operating history and by contracts and other experience pertaining directly to this project, but are estimates only and are subject to revision to reflect changes in costs and services.

Note 4. There is excluded from this estimate items of expense that are personal to unit owners or which are not uniformly incurred by all unit owners or which are not provided for nor contemplated by the condominium documents; including, but not limited to, private telephone costs, cost of maintenance of the interior of the condominium units to the extent that such maintenance is not the obligatio of the condominium or Association, the cost of maid or janitorial services privately contracted for by the unit owners, cost of utility bills billed directly to each unit owner for utility service or supply to his unit, insurance premiums other than those incurred applicable to the condominium or Association property in general, debt servicing upon any mortgage encumbering the individual unit, but not encumbering the condominium or Association property as a whole, real estate taxes assessed directly to a condominium unit, and like personal expenses of the unit owner.

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BUILDING INSPECTION
OF
13 UNIT APARTMENT COMPLEX
LOCATED AT
715 SOUTH OCEAN DRIVE
FORT PIERCE, FLORIDA

SUBMITTED TO:

ARTHUR STROCK & ASSOCIATES
829 S. E. 9th STREET
DEERFIELD, FLORIDA

PREPARED BY:

JAMES BUSHOUSE & ASSOCIATES, INC.
2136 HAMMONDVILLE ROAD
POMPANO BEACH, FLORIDA 33060

James D. Bushouse, P. E.
Registered Engineer No. 20311
State of Florida

STATEMENT PREPARED
June 16, 1982

INTRODUCTION

The following is an analysis of the general condition and state of repair of the 13 UNIT APARTMENT COMPLEX located at 715 South Ocean Drive, Fort Pierce, Florida, as determined by visual inspection of the premises by James Bushouse & Associates, Inc., under the direct supervision of James D. Bushouse, P. E. The report is divided into the component parts of the Buildings and Premises as required by Florida Statute, with the following information listed for each component:

1. Approximate age of the Component.

2. Estimated remaining useful life - Economic Life
   This figure represents the Engineer's estimate of the amount of relatively maintenance free service life which could be expected from a particular component.

3. Current Replacement Cost
   This figure represents the Engineer's estimate of the current replacement cost of a particular building component shown as a total amount and as per unit share of the expense.

4. A discussion of the overall state of repair and the structural soundness of the component.

The apartments consist of 2 buildings, 1 consisting of 2-2 bedroom units and the other 11-1 bedroom units. The buildings are constructed with C. B. S. walls on the 1st floor and wood stud with texture 1-11 on the second floor. The roof is wood trusses with asphalt shingles on the slope part and built-up roof on the flat part.

The 2 unit building was built a few years before the other, but due to the fact that it has been well maintained, this report calls the component of both the same age.

Our visual inspection covered the civil, structural, mechanical and electrical elements of the project, including the roofs. In general, for a 5 year old project, it is in good condition and appears to have been well maintained. For the age, estimated remaining useful life and estimated current replacement cost of the component parts of the buildings, refer to Appendix "A" of this report.

A. STRUCTURAL

The general structural condition of the apartment buildings is average for buildings of this type. The structural elements are safe and sound for use intended. There are some thermal stress cracks in the walkway slab, side of stairways and exterior walls under windows that will require on going maintenance.

B. ROOFS

The flat part of the roofs which are built-up are in generally good condition with no visible signs of leaks. The slope parts which are asphalt shingles, are in very good condition with no visible signs of leaks. The soffits should be monitored and maintained as necessary.

C. ELEVATORS

There are no elevators on the premises. Access to the upstairs units is achieved through exterior concrete stairways.

D. HEATING AND COOLING SYSTEMS

The general condition of the A/C Systems was average for buildings of this age period. Our inspection of the ductwork and air distribution system indicates there are no problems in these areas. Each apartment unit is equipped with its own split system A/C unit. All of the condensing units are located on a concrete pad on the ground.

E. PLUMBING

Our inspection of the plumbing systems indicate that the systems are safe and sound and are in good condition and functioning properly with no obvious defects or code violations. Water pressure at the second floor of the building was adequate. Sanitary drainage on the second floor drains slower than normal.

The electric hot water heater in the apartments appear to be in good condition with the exception that the water line connection in isolated cases is starting to rust. The main water distribution system is PVC and copper piping. The distribution lines within the apartments are copper. The hot water system and laundry room equipment appears to be adequately servicing the buildings and seems to pose no apparent maintenance problems.

F. ELECTRICAL SYSTEMS

The electrical distribution and utilization devise systems within the apartments are safe, sound and are functioning properly for the use intended and present no apparent shock or fire hazard. The elements comprising the electrical distribution system and the appliances, circuit breakers, etc. are of quality material and were installed with good workmanship. With the exception of a few lights, switches and toilet exhaust fans (of the units that were inspected) all of the utilization devices, controls, light fixtures, A/C equipment and appliances were operating. Of the outlets and switches inspected, all were properly installed and grounded. There was no ground fault breaker on the outlet in the bathrooms.

The electrical work in the public spaces was inspected and found to be functioning properly and to be safe and sound for the use intended. Electrical service equipment and distribution apparatus are in safe and sound condition. No violations of codes, standards, or regulations were observed in the power service equipment and main distribution apparatus and they were functioning properly.

G. SWIMMING POOL AND EQUIPMENT

There is no pool on the premise.

H. SEAWALLS

There are no seawalls on the premise.

I. PAVEMENT AND PARKING AREAS

Asphalt paving was in good condition for its age; some minor settlement has occurred, which will cause some minor problems. Also the paving should be sealed to add to the possible life of the surface.

J. SITE DRAINAGE SYSTEM

The drainage of the Parking Areas is to the grass swales where the water them percolates into the water table.

K. SYNOPSIS

Other than the items mentioned above, there is nothing that would constitute a serious problem any time in the near furture. The structural integrity of the buildings appear sound and can be expected to remain so with proper maintenance. The buildings are constructed with C. B. S. walls on the first floor, wood studs with texture 1-11 on the second floor and wood studs and drywall for the interior partitions. The 11 unit building was given a Certificate of Occupancy about October 1977. The 2 unit building was constructed in 1970. This is estimated year only, due to the fact that no records of Certification of Occupancy could be located in the city of Fort Pierce. The prior use of these buildings were as a Rental Apartment Complex.

The items in this report indicate the current status at the time of inspections, which was June 7, 1982. These items are not to be considered all inclusive, nor a guarantee, but our professional expression based on our experience, knowledge, examination of available plans and on our visual inspection of the exposed conditions to the extent reasonably possible. It is the opinion of this firm that the above referenced buildings are safe for residential habitation.

THIS STATEMENT WAS PREPARED JUNE 16, 1982.

JAMES BUSHOUSE & ASSOCIATES, INC.
2136 Hammondville Road
Pompano Beach, Florida 33060
P. O. Box 4562, Margate, Florida 33063

PROJECT:

APPENDIX "A"

715 South Ocean Drive
Fort Pierce, Florida

COMPONENT	Age of the Component	Estimated Remaining Useful Life Of The Component	ESTIMATED CURRENT REPLACEMENT COST OF THE COMPONENT EXPRESSED AS:				
			A Total Amount	A PER UNIT AMOUNT, BASED ON EACH UNIT'S PROP. SHARE OF THE COMMON EXPENSE			
				Efficency	Approximately 700 s/f One Bedroom	Approximately 970 s/f each. Two Bedroom	Three Bedroom
1. ROOF a. Built-Up	5 years	10	$10, 800. 00	N/A	785. 45	$1, 080. 03	N/A
b. Asphalt Shingles	5 years	9	7, 175. 00	N/A	521. 82	717. 49	N/A
2. ELEVATORS	N/A	N/A	-0-	N/A	-0-	-0-	N/A
a. Ductwork & Air Handler	5 years	19	9, 750. 00	N/A	709. 09	975. 00	N/A
3. HEATING & COOLING SYSTEMS b. Compressor	5 years	3	7, 800. 00	N/A	567. 27	780. 02	N/A
a. Fixtures	5 years	11	9, 750. 00	N/A	709. 09	975. 00	N/A
4. PLUMBING b. Piping	5 years	15	13, 000. 00	N/A	945. 45	1, 300. 03	N/A
5. BUILDING ELECTRICAL SYSTEMS	5 years	25	32, 500. 00	N/A	2, 363. 64	3, 249. 98	N/A
6. SWIMMING POOL	N/A	N/A	-0-	N/A	-0-	-0-	N/A
7. SEAWALLS	N/A	N/A	-0-	N/A	-0-	-0-	N/A
8. PAVEMENT & PARKING AREAS	5 years	17	8, 505. 00	N/A	618. 54	850. 53	N/A
9. SITE DRAINAGE SYSTEM	N/A	N/A	-0-	N/A	-0-	-0-	N/A

CASE NUMBER _____

WOOD-DESTROYING ORGANISM INSPECTION REPORT

HRS Form 1145, Effective 6/28/79

Licensee Name Rowley's Pest Control — Inspection Date 7-20-82

Licensee Address 906 Angle Road Ft. Pierce, Fla. — License No. 1030

Inspector's Name James D. Powell — I.D. Card No. 7852

Property Address 715 S. Ocean Dr. Ft. Pierce, Florida

Specific Structure(s) Inspected Apartments

SCOPE OF INSPECTION

A trained and qualified representative of this company has conducted a careful inspection of the visible and accessible areas of the structure(s) listed above. This report is made on the basis of what was visible and accessible at the time of the inspection and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing of defacing finished wood.

THIS IS NOT A STRUCTURAL DAMAGE REPORT: A wood-destroying organism inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to detect the extent of structural damage. If damage or other evidence of wood-destroying organisms is noted in this report, further investigation by qualified experts of the building trade should be made to determine structural soundness of the property. This is not to be construed to constitute a guarantee of the absence of wood-destroying organisms.

REPORT OF FINDINGS

(1) Active infestation was observed: Yes ☐ No ☒ _____
(Common name of organisms observed)

Location(s): _____
(Continue on reverse side if necessary)

(2) Other evidence of infestation was observed: Yes ☐ No ☒

Describe other evidence observed: _____
(Continue on reverse side if necessary)

Location(s): _____
(Continue on reverse side if necessary)

(3) Visible damage was observed: Yes ☐ No ☒

Organism(s) causing damage: _____
(Common name of organism(s))

Location(s): _____
(Continue on reverse side if necessary)

(4) This company has treated this property previously: Yes ☐ No ☒

(5) This property shows evidence of previous treatment: Yes ☐ No ☒

(6) This company has treated the structure(s) for the control of: _____
(Common name(s) of organism(s))

by the application of _____ A one year warranty transferable to any subsequent owner was issued for the control of _____
(Common name(s) of organism(s))

and expires _____
(Date)

Neither I nor the firm for whom I am acting have any financial interest in this property, or is associated in any way in this transaction with any party to this transaction, other than as a wood-destroying organism inspector of the structure(s).

Representative Billie Rowley/blc (Licensee or Certified Operator) Date July 21, 1982

HRS Form 1145, Effective 6/28/79

MAIL REPORT TO:

Boardwalk Apts. ATT: Mrs. Sparks
715 S. Ocean Dr.
Fort Pierce, Florida 33450

Basic Charge $ $25.00
Additional Charges $ _____
Total Amount Due $ $25.00

INSPECTION ORDERED BY _____ BUYER _____ SELLER _____

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER (SELLER). FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER (SELLER) TO A BUYER.

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between K. M. BROOKS and LOUISE M. SPARKS, hereinafter called the "Seller", and

hereinafter called the "Purchaser"; which terms Seller and Purchaser shall include and bind the heirs, executors, legal representatives, successors and assigns of the respective parties hereto whenever the context hereof so requires or admits;

W I T N E S S E T H :

WHEREAS, the Seller is converting to condominium ownership apartments situate in the City of Fort Pierce, State of Florida, known as BOARDWALK CONDOMINIUM, (hereinafter called the "Condominium"), and has submitted or will submit the land upon which such building is located to the condominium form of ownership and use by recordation of a Declaration of Condominium for the Condominium in the public records of St. Lucie County, Florida; and

WHEREAS, the Purchaser will read when available, or has read, the Condominium documents to be submitted, or submitted, by the Seller as required by Florida Statutes 718.503, including a copy of said Declaration of Condominium and all of its exhibits (hereinafter called the "Declaration"); and

WHEREAS, the Purchaser desires to purchase Apartment Unit _____ of the Condominium, all appliances located or to be located therein, and the air conditioning unit serving or to serve said apartment; and

WHEREAS, the Seller does hereby approve of the purchase of said apartment by the Purchaser, and the parties desire to set forth herein all of the terms and conditions of such sale and purchase;

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the parties mutually agree as follows:

1. The Seller will sell and convey and the Purchaser will purchase all of that certain property in St. Lucie County, Florida, described as follows:

Apartment Unit _____ of BOARDWALK CONDOMINIUM, hereinafter called the Apartment, according to the Declaration, together with all of the appurtenances to such apartment, including but not limited to automobile parking space _____, all furniture, furnishings, appliances and fixtures located or to be located therein, and the air conditioning unit serving or to serve said apartment.

2. The total purchase price to be paid for the apartment is $_____, payable as follows:

a. The amount of $_____ shall be deposited by the Purchaser with FLOWERS-CULPEPPER REALTY, INC., Registered Real Estate Broker, whose business address is 2011 South 25th Street , Fort Pierce, Florida

Escrow Agent, pursuant to agreement dated _____, and pursuant to the Florida Condominium Act (Chapter 718, Florida Statutes, 1981)

b. The balance is to be paid in cash by the Purchaser to the Seller at the time of closing.

3. Anything herein to the contrary notwithstanding, it is mutually agreed that the purchase and sale contemplated hereby is contingent upon the Purchaser's obtaining a commitment for a mortgage loan to encumber the apartment, in the amount of $_____, which said loan shall be at an annual rate of interest and upon such terms as may be reasonable in St. Lucie County, Florida at the time the application for loan is made. Said commitment for loan is to be obtained within twenty (20) days of the date of this agreement from a lending institution in St. Lucie County, Florida; its purpose is to obtain funds with which to pay such purchase price; and the Purchaser agrees to diligently attempt to obtain said loan. If not obtained within said twenty-day period and such diligent attempt has been made, the Purchaser's deposit will be returned and this agreement shall be null and void and of no further force or effect between the parties hereto. The Seller agrees that it will assist the Purchaser in obtaining mortgage financing on the apartment which is the subject of this contract.

(NOTE: This Paragraph No. 3 shall not be a part of this Agreement unless the amount of loan is specified in full by the Purchaser upon his execution of this Agreement.)

4. All mortgages or liens now or hereafter encumbering the apartment will be discharged or released at or prior to the closing unless assumed by the Purchaser. The Seller will convey by warranty deed a marketable fee simple title to the apartment together with all appliances and fixtures located in the apartment and the air conditioning unit serving the apartment. The title to the apartment will be subject to the following exceptions:

a. The provisions of the Declaration, including all exhibits and changes thereto made prior to the time of delivery of the warranty deed; and all rules and regulations and contracts affecting the property

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made by BOARDWALK OWNERS ASSOCIATION, INC., the nonprofit corporation responsible for the operation of the condominium (hereinafter called the "Association"), existing at the time of delivery of the warranty deed.

b. The easements provided for in the Florida Condominium Act (Chapter 718, Florida Statutes, 1981).

c. Restrictions, reservations and easements of record.

d. Such zoning or other restrictions upon the use of the apartment and upon all of the condominium property as may be imposed by governmental authorities having jurisdiction.

e. Taxes for the year in which the sale is closed, if not paid; and for subsequent years.

f. Any mortgage executed by the Purchaser encumbering the apartment.

Any or all of the foregoing exceptions may be omitted from the warranty deed to be delivered hereunder, but all such provisions so omitted shall nevertheless survive delivery of the warranty deed.

5. Real and personal property taxes, less the November discount, will be prorated as of the date of closing; and, if the taxes for the year in which this sale is closed are assessed against the condominium property as a whole, the total amount thereof may be estimated by the Seller and the portion apportioned to the apartment, the appliances and the air conditioning unit shall be the same share as the share of common expenses attributed to the apartment. In such event, the Seller and the Purchaser agree that they will each pay their proportionate share of such taxes. If the amounts of the taxes have not been established as of the date of closing, such prorations and apportionments will be based upon the amounts of the taxes for the previous year.

6. Assessments, if any, for the apartment established by the Association will be prorated between the Seller and the Purchaser as of the date of closing.

7. Subject to those items specified in Item 4 hereof, the title which the Seller obligate themselves to convey to the Purchaser will be marketable and insurable. As evidence of their title and in order to provide title security to the Purchaser, the Sellers agree to provide to the Purchaser at, or immediately following, the closing an Owner Title Insurance Guarantee covering the apartment which is the subject matter of this contract.

8. At or before the closing contemplated hereby, the Purchaser agrees to pay, in addition to the purchase price for the apartment unit, the following:

a. The sum required to record the warranty deed to Purchaser; and

b. All mortgage closing costs, if applicable, pursuant to Paragraph 3 hereof, including the charge of $50 for mortgagee title insurance coverage if the same is required by Purchaser's mortgage lender. Said mortgagee coverage will be issued concurrently with the owner coverage provided for in Paragraph 7 above.

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Seller shall pay for all documentary stamps to be affixed to the warranty deed at the time of its recording.

9. Unless mutually agreed otherwise, the closing of this sale shall be held no later than thirty (30) days from the effective date of this contract. The effective date of this contract shall be the date upon which Seller furnishes to Purchaser copies of all documents, including the Declaration of Condominium, listed in Florida Statutes §718.503(2), with copies of same having been previously filed by Seller with the Division of Florida Land Sales and Condominiums. Prior to said effective date, this contract shall be voidable by Purchaser. The closing shall be held at the office of the Seller, at the office of the Seller's attorneys, or at the office of the Seller's title insurance agent, or at the office of the mortgagee of any mortgage executed by the Purchaser encumbering said apartment. At such closing, the Purchaser will pay the balance of the purchase price and the Seller will deliver the warranty deed to the Purchaser.

10. In the event the Purchaser fails to take title pursuant to the provisions of this Agreement, the Sellers at their election may terminate same by giving written notice of such termination to the Purchaser. Ten (10) days after the mailing of such notice, this Agreement will become null and void and of no further force or effect between the parties hereto; and the Seller may retain the deposit, together with interest accrued thereon, as liquidated damages. If the Seller defaults in the performance of this Agreement by failing to convey title pursuant to its provisions, the Purchaser may terminate same by giving written notice of such termination to the Seller. Ten (10) days after the mailing of such notice, the Seller will return the deposit, together with interest accrued thereon, to the Purchaser and this Agreement shall become null and void and of no further force or effect between the parties hereto.

11. THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE PURCHASER, AND RECEIPT BY PURCHASER OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER (SELLER) UNDER SECTION 718.503, FLORIDA STATUTES. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

12. Purchaser acknowledges that Seller has advised that the condominium unit which is the subject matter of this contract is approximately five (5) years of age and has been previously occupied, prior to conversion to condominium ownership, by transient tenants as vacation or seasonal residences.

13. The Purchaser has examined the apartment to be sold, the apartment building within which it is located and all other portions of the condominium property and is familiar or will be familiar in advance of the closing with the physical condition thereof. The Seller does not make any representations as to the physical condition, expense of operation, or any other matter affecting or relating to said property, except as herein, or in the Declaration and in the other documents described in Section 718.503 of the Florida Condominium Act.

14. The Purchaser, by the execution of this Purchase Agreement, acknowledges that he is entitled to a receipt of copies of all documents described in Section 718.503 of the Florida Condominium Act. Such documents include the declaration

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of condominium, the documents creating Boardwalk Owners Association, Inc., and the By-Laws for Boardwalk Owners Association, Inc. At the time of delivery of said documents, Purchaser agrees to give a receipt therefor. At closing, the Purchaser will in writing agree to be bound by the provisions of said documents, including the declaration of condominium, and the warranty deed conveying the apartment to the Purchaser will contain an acknowledgment that the conveyance is subject to the provisions of said documents. Further, the Purchaser will, in writing at the closing, ratify, confirm and approve all of the provisions of said documents and will agree to be bound thereby; Purchaser will impress a lien upon the apartment, as security for his obligations as described in the declaration and its exhibits and will acknowledge and agree that said documents and this Purchase Agreement contain all of the warranties, representations and inducements concerning the purchase by Purchaser of the apartment.

15. Wherever the context hereof so permits, the use of plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

16. The delivery of any item and the giving of any notice in compliance with this Agreement shall be accomplished by personal delivery of the item or notice to the party intended to receive it, or by mailing it to the address of the party as stated in this Agreement, by registered or certified mail, return receipt requested. It shall be the obligation of Purchaser to insert his correct mailing address in the place specified below. Notice or delivery by mail shall be effective when mailed.

17. The effective date of this Agreement shall be regarded as the date when the last one of the Seller and Purchaser has signed this agreement.

18. Special Clauses: _____

_____

_____

_____

_____

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed on the dates as set forth below.

WITNESSES:

_____

_____
As to Sellers

Executed by the Seller on
_____, 19___.

_____(Seal)
K. M. BROOKS

_____(Seal)
LOUISE M. SPARKS
"SELLER"

WITNESSES:

_____

_____
As to Purchasers

Executed by Purchaser on
_____, 19___.

_____(Seal)

_____(Seal)
"PURCHASER"

Purchaser's Mailing Address: _____

_____

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WARRANTY DEED

THIS WARRANTY DEED made and executed this _____ day of _____, 19_____, by K. M. BROOKS and LOUISE M. SPARKS, hereinafter called the Grantor, to

_____

_____

whose post office address is _____

_____

hereinafter called the Grantee, which terms "Grantor" and "Grantee" shall include all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain real property situate in St. Lucie County, Florida, viz:

Apartment Unit _____ of BOARDWALK CONDOMINIUM, according to the Declaration of Condominium and all exhibits thereto dated _____, recorded _____, in Officiel Record Book _____, pages _____ through _____ of the public records of St. Lucie County, Florida;

TOGETHER WITH:

1. All of its appurtenances, according to said Declaration of Condominium and all of its exhibits, including automobile parking space _____, and all of the tenements, hereditaments and other appurtenances thereunto belonging or in anywise appertaining.

2. All furniture, furnishings, appliances and fixtures now situate in said apartment.

SUBJECT, HOWEVER, to the following:

1. The provisions of the Declaration, including all exhibits, and all rules and regulations affecting the property made by Boardwalk Owners Association, Inc., the nonprofit corporation responsible for the operation of the condominium.

2. The easements provided for in the Declaration or its exhibits or in the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, 1981.

3. Restrictions, reservations and easements of public record.

4. Such zoning and other restrictions upon the use of the apartment and upon all of the condominium property as may be imposed by Governmental authorities having jurisdiction.

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5. Taxes for the current year.

6. That certain mortgage from the grantee hereof to

_____

in the original principal sum of $_____, dated _____, recorded in O. R. Book _____ at page _____ of the public records of St. Lucie County, Florida. (This Item 6 shall not be a part of this warranty deed unless all required information is inserted in the blanks provided.)

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said real property in fee simple; that the Grantor has good right and lawful authority to sell and convey said real property; that the Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever; that said real property is free and clear of all encumbrances except taxes accruing subsequent to December 31, 19___.

AND, the Grantor further grants to Grantee an implied warranty of fitness and merchantability for the purposes and uses intended, as to the roof and structural components of the improvements and as to mechanical, electrical and plumbing elements serving the improvements, excepting mechanical elements serving only a unit other than the one hereby conveyed, for a term of three (3) years from the recording of the Declaration of Condominium for Boardwalk Condominium.

IN WITNESS WHEREOF, the said Grantor has executed this deed the day and year first above written.

WITNESSES:

_____ _____(Seal)
K. M. BROOKS

_____ _____(Seal)
LOUISE M. SPARKS

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 198___, by K. M. BROOKS and LOUISE M. SPARKS.

_____
Notary Public, State of Fla. at Large
My Commission Expires:_____

THIS INSTRUMENT WAS PREPARED BY:

FRANK H. FEE, III, Esquire, of
FEE, FEE, KOBLEGARD, TEEL & KENNEY, P.A.
P. O. Box 1000
Fort Pierce, FL 33454
(305)461-5020

RATIFICATION BY GRANTEE

THE UNDERSIGNED, as Grantee in the foregoing Condominium Warranty Deed, hereby acknowledges receipt of all documents described in Section 718.503 of the Florida Condominium Act. The undersigned hereby ratify, confirm and approve all of the provisions of said documents and agree to be bound thereby. The undersigned hereby impress a lien upon the apartment described in the foregoing warranty deed, as security for the obligations as described in the Declaration and its exhibits, and they acknowledge and agree that said documents together with any prior purchase contract contain all of the warranties, representations and inducements concerning the purchase by grantee of the described apartment.

Witnesses:

_____ _____

_____ _____

_____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____, by

_____.

_____
Notary Public, State of Fla. at Large
My Comm. Expires:_____

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ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33454
TELEPHONE (305) 461-5020

Self-Management of Property 715 South Ocean Drive Unit D, Fort Pierce, Florida 34949:

1) Provide direct customer service with 24/7 service available by phone, text and e-mail. Nick Danaluk 772-267-9288, Michelle Longarzo 561-332-6718 and sliceofparadiseflorida@gmail.com
2) Access to emergency contractors in plumbing, electrical and HVAC.
3) Maintain records of clientele, Name, address, contact number and e-mail.
4) Ensure all taxes are paid to the state and the county.
5) Provide clean linens, towels, dishware, glasses and beach towels.
6) Keep all appliances in clean and good working order.
7) Keep Heating & ventilation at minimum of 68 degrees Fahrenheit.
8) Maintain (1) locking device that cannot be opened by master key on the interior.
9) Maintain smoke alarms in every unit.
10) Maintain all electrical wires.
11) Maintain a fire extinguisher that is fully charged.
12) Maintain well lighted common areas.
13) Maintain notifications in the residence that all dishware is cleaned and sanitized by dishwasher only.
14) Maintain all areas odor free, clean and in good repair.
15) Keep all toxic chemicals labeled and properly stored.
16) Supply adequate potable water.
17) Protect ice machines from self-contamination.
18) Maintain the unit vermin free.
19) Maintain extermination throughout the unit bi-weekly.
20) Maintain Hot / Cold in every sink.

RULES & REGULATIONS of 715 South Ocean Drive Unit D, Fort Pierce, Florida 34949:

-Remove all trash and dispose of in the dumpster located in the back-parking lot

-Peaceful enjoyment of common areas at reasonable hours without excessive noise or music

-Pets need to remain in compliance with local leash and pet fecal disposal laws.

-Smoking is prohibited

-Park in assigned parking space labeled “D” or “Guest”

-Do not litter

-Wash sand off at the front hose to prevent drain clogs.

-Do not leave air conditioning on with windows open.

-Return A/C to 77 Degrees when check out occurs.

-Do not remove any property belonging to condo except beach towels, beach folding chairs, sand toys and umbrellas. The exception items need to be returned to the condo with the sand washed of prior to condo entry.

- Do not give out assigned door code to any party not staying in the condo.

-No Running in common areas or stairwells.

-Do not disturb or harass local wildlife such as sea turtles, manatees and any other wildlife.

-It is unlawful to walk on the sand dunes only use designated walkways.

-Use pedestrian crosswalks to cross the street to the beach.

-No illegal drugs allowed on property.

-No toxic chemicals allowed on property.

-Follow all local and state laws.

Nonlawyer Disclosure

Instructions to Licensee: Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "*Name*" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

- - - -

Residential Lease for Single Family Home or Duplex (FOR A TERM NOT TO EXCEED ONE YEAR)

FloridaRealtors®

A BOX (☐) OR A BLANK SPACE (____) INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES.

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

1. PARTIES. This is a lease (the "Lease") between _____
(name and address of owner of the property)

_____("Landlord") and

_____
(name(s) of person(s) to whom the property is leased)

_____("Tenant").

Landlord's E-mail Address: _____

Landlord's Telephone Number: _____

Tenant's E-mail Address: _____

Tenant's Telephone Number: _____

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at _____
(street address)

_____, _____, Florida _____
(zip code)

together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called the "Premises"):

The Premises shall be occupied only by the Tenant and the following persons: _____

_____.

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on _____ and
(month, day, year)

ending _____(the "Lease Term").
(month, day, year)

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent in the amount of $_____(excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments or in full as provided in the options below:

☐ in installments. If in installments, rent shall be payable

☐ monthly, on the _____ day of each month (if left blank, on the first day of each month) in the amount of $_____ per installment.

OR

☐ weekly, on the _____ day of each week (If left blank, on Monday of each week.) in the amount of $_____ per installment.

☐ in full on _____ in the amount of $_____.
(date)

Tenant shall also be obligated to pay taxes on the rent when applicable in the amount of $_____ ☐ with each rent installment

☐ with the rent for the full term of the Lease. Landlord will notify Tenant if the amount of the tax changes.

Payment Summary

☐ **If rent is paid in installments, the total payment per installment including taxes shall be in the amount of $_____.**

☐ **If rent is paid in full, the total payment including taxes shall be in the amount of $_____.**

All rent payments shall be payable to _____ at
(name)
_____. (If left blank, to Landlord at Landlord's address.)
(address)

☐ If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from

_____ through _____ in the amount of $_____and shall be due
(date) (date)

on _____. (If rent paid monthly, prorate on a 30-day month.)
(date)

Tenant shall make rent payments required under the Lease by (choose all applicable) ☐ cash, ☐ personal check, ☐money order, ☐ cashier's check, or ☐ other _____(specify). If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a worthless check, Landlord can require Tenant ☐ to pay all future payments by ☐ money order, cashier's check, or official bank check or ☐ cash or other (specify)_____, and ☐ to pay bad check fees in the amount of $_____(not to exceed the amount prescribed by Section 68.065, Florida Statutes).

5. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of $_____ in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to Tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address or

to _____
(name)

at _____.
(address)

First ☐ month's ☐ week's rent plus applicable taxes	$_____	due	_____
Prorated rent plus applicable taxes	$_____	due	_____
Advance rent for ☐ month ☐ week of _____ plus applicable taxes	$_____	due	_____
Last ☐ month's ☐ week's rent plus applicable taxes	$_____	due	_____
Security deposit	$_____	due	_____
Additional security deposit	$_____	due	_____
Security deposit for homeowners' association	$_____	due	_____
Pet Deposit	$_____	due	_____
Other_____	$_____	due	_____
Other_____	$_____	due	_____

6. LATE FEES. (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of $_____ (If left blank, 4% of the rent payment) for each rent payment made _____ days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. PETS AND SMOKING. Unless this box ☐ is checked or a pet deposit is paid, Tenant may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this paragraph are permitted on the Premises.

_____
(Specify number of pets, type(s), breed, maximum adult weight of pets.)

Unless this box ☐ is checked, no smoking is permitted in the Premises.

8. NOTICES.

Scott Smith, PA is Landlord's Agent. All notices must be sent to

☐ Landlord _____ at _____

☐ Landlord's Agent Scott Smith, PA at _____

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

9. UTILITIES. Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for _____, that Landlord agrees to provide at Landlord's expense (If blank, then "NONE").

10. MAINTENANCE. Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below: (Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

Landlord	Tenant		Landlord	Tenant		Landlord	Tenant		Landlord	Tenant	
☐	☐	roofs	☐	☐	windows	☐	☐	screens	☐	☐	steps
☐	☐	doors	☐	☐	floors	☐	☐	porches	☐	☐	exterior walls
☐	☐	foundations	☐	☐	plumbing	☐	☐	structural components			
☐	☐	heating	☐	☐	hot water	☐	☐	running water	☐	☐	locks and keys
☐	☐	electrical system				☐	☐	cooling	☐	☐	smoke detection devices

☐ ☐ garbage removal/ outside receptacles
☐ ☐ extermination of rats, mice, roaches, ants and bedbugs
☐ ☐ extermination of wood-destroying organisms
☐ ☐ lawn /shrubbery ☐ ☐ pool/spa/hot tub
☐ ☐ water treatment ☐ ☐ filters (specify) _____
☐ ☐ ceilings ☐ ☐ interior walls
☐ ☐ Other (specify) _____

Tenant shall notify _____ (name) at _____ (address)

(if left blank, Landlord at Landlord's address) and _____ (telephone number) of maintenance and repair requests.

11. ASSIGNMENT. Unless this box ☐ is checked, Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

12. KEYS AND LOCKS. Landlord shall furnish Tenant

_____ # of sets of keys to the dwelling
_____ # of mail box keys
_____ # of garage door openers

If there is a homeowners' association, Tenant will be provided with the following to access the association's common areas/facilities:

_____ # of keys to _____
_____ # of remote controls to _____
_____ # of electronic cards to _____
_____ other (specify) to _____

At end of Lease Term, all items specified in this paragraph shall be returned to _____ (name)
at _____ (address) (If left blank, Landlord at Landlord's address).

13. LEAD-BASED PAINT. ☐ Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant).

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

____ ____ (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):
(i) ____ ☐ ____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ____ ☐ ____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
____ ____ (b) Records and reports available to the Lessor (check (i) or (ii) below):
(i) ____ ☐ ____ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ____ ☐ ____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

____ ____ (c) Lessee has received copies of all information listed above.
____ ____ (d) Lessee has received the pamphlet ***Protect Your Family From Lead in Your Home***.

Agent's Acknowledgment (initial)

_____ ____ (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor's signature	Date	Lessor's signature	Date
Lessee's signature	Date	Lessee's signature	Date
Agent's signature	Date	Agent's signature	Date

14. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

15. LANDLORD'S ACCESS TO THE PREMISES. Landlord's Agent may enter the Premises in the following circumstances:

A. At any time for the protection or preservation of the Premises.

B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.

C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:

(1) with Tenant's consent;

(2) in case of emergency;

(3) when Tenant unreasonably withholds consent; or

(4) if Tenant is absent from the Premises for a period of at least one-half a rental installment period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

16. HOMEOWNERS' ASSOCIATION. IF TENANT MUST BE APPROVED BY A HOMEOWNERS' ASSOCIATION ("ASSOCIATION"), LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON RECEIVING APPROVAL FROM THE ASSOCIATION. ANY APPLICATION FEE REQUIRED BY AN ASSOCIATION SHALL BE PAID BY ☐ LANDLORD ☐ TENANT. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE LEASE IS TERMINATED, TENANT SHALL RECEIVE RETURN OF DEPOSITS SPECIFIED IN ARTICLE 5, IF MADE. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. ☐ Landlord ☐ Tenant shall pay the security deposit required by the association, if applicable.

17. USE OF THE PREMISES. Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. However, unless this box ☐ is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

18. RISK OF LOSS/INSURANCE.

A. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct.

B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

19. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

20. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

21. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

22. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

23. LIENS. THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

24. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

25. TENANT'S TELEPHONE NUMBER. Tenant shall, within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.

26. ATTORNEYS' FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorneys' fees, from the non-prevailing party.

27. MISCELLANEOUS.

A. Time is of the essence of the performance of each party's obligations under the Lease.

B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.

D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.

E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.

G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

28. BROKERS' COMMISSION. ☐ Check and complete if applicable. The brokerage companies named below will be paid the commission set forth in this paragraph by ☐ Landlord ☐ Tenant for procuring a tenant for this transaction.

Scott Smith, PA	
Real Estate Licensee	Real Estate Licensee
Keller Williams - Palm Beaches	
Real Estate Brokerage Company	Real Estate Brokerage Company
Commission	Commission

29. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX ____ FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

The Lease has been executed by the parties on the dates indicated below.

Landlord's Signature	Date
Landlord's Signature	Date
Landlord's Signature	Date
Tenant's Signature	Date
Tenant's Signature	Date

This form was completed with the assistance of:

Name of Individual: _____

Name of Business: _____

Address: _____

Telephone Number: _____

RLHD-3x Rev.7/16 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

Early Termination Fee/Liquidated Damages Addendum

☐ I agree, as provided in the rental agreement, to pay $_____(an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

☐ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

Landlord's Signature Date

Landlord's Signature Date

Landlord's Signature Date

Tenant's Signature Date

Tenant's Signature Date

PART II

RESIDENTIAL TENANCIES

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83.40 Short title.—This part shall be known as the "Florida Residential Landlord and Tenant Act."
History.—s. 2, ch. 73-330.

83.41 Application.—This part applies to the rental of a dwelling unit.
History.—s. 2, ch. 73-330; ss. 2, 20, ch. 82-66.

83.42 Exclusions from application of part.—This part does not apply to:
(1) Residency or detention in a facility, whether public or private, when residence or detention is incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services. For residents of a facility licensed under part II of chapter 400, the provisions of s. 400.0255 are the exclusive procedures for all transfers and discharges.
(2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part in which the buyer has paid at least 12 months' rent or in which the buyer has paid at least 1 month's rent and a deposit of at least 5 percent of the purchase price of the property.
(3) Transient occupancy in a hotel, condominium, motel, roominghouse, or similar public lodging, or transient occupancy in a mobile home park.
(4) Occupancy by a holder of a proprietary lease in a cooperative apartment.
(5) Occupancy by an owner of a condominium unit.
History.—s. 2, ch. 73-330; s. 40, ch. 2012-160; s. 1, ch. 2013-136.

83.43 Definitions.—As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:
(1) "Building, housing, and health codes" means any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.
(2) "Dwelling unit" means:
(a) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.
(b) A mobile home rented by a tenant.
(c) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.
(3) "Landlord" means the owner or lessor of a dwelling unit.
(4) "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement.

(5) “Premises” means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.
(6) “Rent” means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.
(7) “Rental agreement” means any written agreement, including amendments or addenda, or oral agreement for a duration of less than 1 year, providing for use and occupancy of premises.
(8) “Good faith” means honesty in fact in the conduct or transaction concerned.
(9) “Advance rent” means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.
(10) “Transient occupancy” means occupancy when it is the intention of the parties that the occupancy will be temporary.
(11) “Deposit money” means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.
(12) “Security deposits” means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant’s breach of lease prior to the expiration thereof.
(13) “Legal holiday” means holidays observed by the clerk of the court.
(14) “Servicemember” shall have the same meaning as provided in s. 250.01.
(15) “Active duty” shall have the same meaning as provided in s. 250.01.
(16) “State active duty” shall have the same meaning as provided in s. 250.01.
(17) “Early termination fee” means any charge, fee, or forfeiture that is provided for in a written rental agreement and is assessed to a tenant when a tenant elects to terminate the rental agreement, as provided in the agreement, and vacates a dwelling unit before the end of the rental agreement. An early termination fee does not include:
(a) Unpaid rent and other accrued charges through the end of the month in which the landlord retakes possession of the dwelling unit.
(b) Charges for damages to the dwelling unit.
(c) Charges associated with a rental agreement settlement, release, buyout, or accord and satisfaction agreement.
History.—s. 2, ch. 73-330; s. 1, ch. 74-143; s. 1, ch. 81-190; s. 3, ch. 83-151; s. 17, ch. 94-170; s. 2, ch. 2003-72; s. 1, ch. 2008-131.

83.44 Obligation of good faith.—Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.
History.—s. 2, ch. 73-330.

83.45 Unconscionable rental agreement or provision.—
(1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.
(2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.
History.—s. 2, ch. 73-330.

83.46 Rent; duration of tenancies.—
(1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.
(2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.
(3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.
History.—s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

83.47 Prohibited provisions in rental agreements.—
(1) A provision in a rental agreement is void and unenforceable to the extent that it:
(a) Purports to waive or preclude the rights, remedies, or requirements set forth in this part.
(b) Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.
(2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.
History.—s. 2, ch. 73-330.
83.48 Attorney fees.—In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable attorney fees and court costs from the nonprevailing party. The right to attorney fees in this section may not be waived in a lease agreement. However, attorney fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under s. 83.51.
History.—s. 2, ch. 73-330; s. 4, ch. 83-151; s. 2, ch. 2013-136.

83.49 Deposit money or advance rent; duty of landlord and tenant.—

(1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:
(a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;
(b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or
(c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or $50,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of $250,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.
(2) The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the advance rent or security deposit. Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:
(a) Be given in person or by mail to the tenant.
(b) State the name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law.
(c) State whether the tenant is entitled to interest on the deposit.
(d) Contain the following disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:
(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address) .

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.
(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.
(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.
(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).
(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.
(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.
(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.
(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records to the new owner or agent, and upon transmittal of a written receipt therefor, the transferor is free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. There is a rebuttable presumption that any new owner or agent received the security deposit from the previous owner or agent; however, this presumption is limited to 1 month's rent. This subsection does not excuse the landlord or agent for a violation of other provisions of this section while in possession of such deposits.
(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. 509.261.
(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.
History.—s. 1, ch. 69-282; s. 3, ch. 70-360; s. 1, ch. 72-19; s. 1, ch. 72-43; s. 5, ch. 73-330; s. 1, ch. 74-93; s. 3, ch. 74-146; ss. 1, 2, ch. 75-133; s. 1, ch. 76-15; s. 1, ch. 77-445; s. 20, ch. 79-400; s. 21, ch. 82-66; s. 5, ch. 83-151; s. 13, ch. 83-217; s. 3, ch. 87-195; s. 1, ch. 87-369; s. 3, ch. 88-379; s. 2, ch. 93-255; s. 5, ch. 94-218; s. 1372, ch. 95-147; s. 1, ch. 96-146; s. 1, ch. 2001-179; s. 53, ch. 2003-164; s. 3, ch. 2013-136.
Note.—Former s. 83.261.

83.50 Disclosure of landlord's address.—In addition to any other disclosure required by law, the landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.
History.—s. 2, ch. 73-330; s. 443, ch. 95-147; s. 5, ch. 2013-136.

83.51 Landlord's obligation to maintain premises.—
(1) The landlord at all times during the tenancy shall:
(a) Comply with the requirements of applicable building, housing, and health codes; or
(b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement.

The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.
(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord is not liable for damages but shall abate the rent. The tenant must temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.
2. Locks and keys.
3. The clean and safe condition of common areas.
4. Garbage removal and outside receptacles therefor.
5. Functioning facilities for heat during winter, running water, and hot water.
(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.
(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.
(d) This subsection shall not apply to a mobile home owned by a tenant.
(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.
(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).
(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.
History.—s. 2, ch. 73-330; s. 22, ch. 82-66; s. 4, ch. 87-195; s. 1, ch. 90-133; s. 3, ch. 93-255; s. 444, ch. 95-147; s. 8, ch. 97-95; s. 6, ch. 2013-136.

83.52 Tenant's obligation to maintain dwelling unit.—The tenant at all times during the tenancy shall:
(1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.
(2) Keep that part of the premises which he or she occupies and uses clean and sanitary.
(3) Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.
(4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.
(5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
(6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.
(7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.
History.—s. 2, ch. 73-330; s. 445, ch. 95-147.

83.53 Landlord's access to dwelling unit.—
(1) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
(2) The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises. "Reasonable notice" for the purpose of repair is notice given at least 12 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7:30 a.m. and 8:00 p.m. The landlord may enter the dwelling unit when necessary for the further purposes set forth in subsection (1) under any of the following circumstances:
(a) With the consent of the tenant;
(b) In case of emergency;
(c) When the tenant unreasonably withholds consent; or
(d) If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.
(3) The landlord shall not abuse the right of access nor use it to harass the tenant.
History.—s. 2, ch. 73-330; s. 5, ch. 87-195; s. 4, ch. 93-255; s. 446, ch. 95-147.

83.535 Flotation bedding system; restrictions on use.—No landlord may prohibit a tenant from using a flotation bedding system in a dwelling unit, provided the flotation bedding system does not violate applicable building codes. The tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. In any case, the policy shall carry a loss payable clause to the owner of the building.
History.—s. 7, ch. 82-66; s. 5, ch. 93-255.

83.54 Enforcement of rights and duties; civil action; criminal offenses.—Any right or duty declared in this part is enforceable by civil action. A right or duty enforced by civil action under this section does not preclude prosecution for a criminal offense related to the lease or leased property.
History.—s. 2, ch. 73-330; s. 7, ch. 2013-136.

83.55 Right of action for damages.—If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the noncompliance.
History.—s. 2, ch. 73-330.

83.56 Termination of rental agreement.—

(1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:
(a) If the landlord's failure to comply renders the dwelling unit untenantable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.
(b) If the landlord's failure to comply does not render the dwelling unit untenantable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.
(2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:
(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance) .
(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be in substantially the following form:

You are hereby notified that (cite the noncompliance) . Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance.
(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of _____ dollars for the rent and use of the premises (address of leased premises, including county) , Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the day of , (year) .

(landlord's name, address and phone number)
(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. The notice requirements of subsections (1), (2), and (3) may not be waived in the lease.
(5)(a) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance. However, a landlord does not waive the right to terminate the rental agreement or to bring a civil action for that noncompliance by accepting partial rent for the period. If partial rent is accepted after posting the notice for nonpayment, the landlord must:
1. Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;
2. Place the amount of partial rent accepted from the tenant in the registry of the court upon filing the action for possession; or
3. Post a new 3-day notice reflecting the new amount due.
(b) Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes must comply with s. 83.60(2). The court may not set a date for mediation or trial unless the provisions of s. 83.60(2) have been met, but must enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. 83.60(2).
(c) This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days after the landlord obtains actual knowledge of the noncompliance.
(6) If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).
History.—s. 2, ch. 73-330; s. 23, ch. 82-66; s. 6, ch. 83-151; s. 14, ch. 83-217; s. 6, ch. 87-195; s. 6, ch. 93-255; s. 6, ch. 94-170; s. 1373, ch. 95-147; s. 5, ch. 99-6; s. 8, ch. 2013-136.

83.561 Termination of rental agreement upon foreclosure.—
(1) If a tenant is occupying residential premises that are the subject of a foreclosure sale, upon issuance of a certificate of title following the sale, the purchaser named in the certificate of title takes title to the residential premises subject to the rights of the tenant under this section.
(a) The tenant may remain in possession of the premises for 30 days following the date of the purchaser's delivery of a written 30-day notice of termination.
(b) The tenant is entitled to the protections of s. 83.67.
(c) The 30-day notice of termination must be in substantially the following form:

NOTICE TO TENANT OF TERMINATION

You are hereby notified that your rental agreement is terminated on the date of delivery of this notice, that your occupancy is terminated 30 days following the date of the delivery of this notice, and that I demand possession of the premises on (date) . If you do not vacate the premises by that date, I will ask the court for an order allowing me to remove you and your belongings from the premises. You are obligated to pay rent during the 30-day period for any amount that might accrue during that period. Your rent must be delivered to (landlord's name and address) .
(d) The 30-day notice of termination shall be delivered in the same manner as provided in s. 83.56(4).
(2) The purchaser at the foreclosure sale may apply to the court for a writ of possession based upon a sworn affidavit that the 30-day notice of termination was delivered to the tenant and the tenant has failed to vacate the premises at the conclusion of the 30-day period. If the court awards a writ of possession, the writ must be served on the tenant. The writ of possession shall be governed by s. 83.62.
(3) This section does not apply if:
(a) The tenant is the mortgagor in the subject foreclosure or is the child, spouse, or parent of the mortgagor in the subject foreclosure.
(b) The tenant's rental agreement is not the result of an arm's length transaction.
(c) The tenant's rental agreement allows the tenant to pay rent that is substantially less than the fair market rent for the premises, unless the rent is reduced or subsidized due to a federal, state, or local subsidy.
(4) A purchaser at a foreclosure sale of a residential premises occupied by a tenant does not assume the obligations of a landlord, except as provided in paragraph (1)(b), unless or until the purchaser assumes an existing rental agreement with the tenant that has not ended or enters into a new rental agreement with the tenant.
History.—s. 1, ch. 2015-96.

83.57 Termination of tenancy without specific term.—A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:
(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;
(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;
(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and
(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.
History.—s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.

83.575 Termination of tenancy with specific duration.—
(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the rental agreement will not be renewed; however, a rental agreement may not require more than 60 days' notice from either the tenant or the landlord.
(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.
(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.
History.—s. 3, ch. 2003-30; s. 1, ch. 2004-375; s. 9, ch. 2013-136.

83.58 Remedies; tenant holding over.—If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.
History.—s. 2, ch. 73-330; s. 10, ch. 2013-136.

83.59 Right of action for possession.—
(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.
(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant, shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.
(3) The landlord shall not recover possession of a dwelling unit except:
(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;
(b) When the tenant has surrendered possession of the dwelling unit to the landlord;

(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption does not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence; or
(d) When the last remaining tenant of a dwelling unit is deceased, personal property remains on the premises, rent is unpaid, at least 60 days have elapsed following the date of death, and the landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative. This paragraph does not apply to a dwelling unit used in connection with a federally administered or regulated housing program, including programs under s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended.
(4) The prevailing party is entitled to have judgment for costs and execution therefor.
History.—s. 2, ch. 73-330; s. 1, ch. 74-146; s. 24, ch. 82-66; s. 1, ch. 92-36; s. 447, ch. 95-147; s. 1, ch. 2007-136; s. 11, ch. 2013-136.

83.595 Choice of remedies upon breach or early termination by tenant.—If the tenant breaches the rental agreement for the dwelling unit and the landlord has obtained a writ of possession, or the tenant has surrendered possession of the dwelling unit to the landlord, or the tenant has abandoned the dwelling unit, the landlord may:
(1) Treat the rental agreement as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant;
(2) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from a reletting. If the landlord retakes possession, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rent received by the landlord as a result of the reletting must be deducted from the balance of rent due from the tenant. For purposes of this subsection, the term “good faith in attempting to relet the premises” means that the landlord uses at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to rent other similar rental units but does not require the landlord to give a preference in renting the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent;
(3) Stand by and do nothing, holding the lessee liable for the rent as it comes due; or
(4) Charge liquidated damages, as provided in the rental agreement, or an early termination fee to the tenant if the landlord and tenant have agreed to liquidated damages or an early termination fee, if the amount does not exceed 2 months’ rent, and if, in the case of an early termination fee, the tenant is required to give no more than 60 days’ notice, as provided in the rental agreement, prior to the proposed date of early termination. This remedy is available only if the tenant and the landlord, at the time the rental agreement was made, indicated acceptance of liquidated damages or an early termination fee. The tenant must indicate acceptance of liquidated damages or an early termination fee by signing a separate addendum to the rental agreement containing a provision in substantially the following form:

☐ I agree, as provided in the rental agreement, to pay $_____ (an amount that does not exceed 2 months’ rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

☐ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

(a) In addition to liquidated damages or an early termination fee, the landlord is entitled to the rent and other charges accrued through the end of the month in which the landlord retakes possession of the dwelling unit and charges for damages to the dwelling unit.
(b) This subsection does not apply if the breach is failure to give notice as provided in s. 83.575.
History.—s. 2, ch. 87-369; s. 4, ch. 88-379; s. 448, ch. 95-147; s. 2, ch. 2008-131.

83.60 Defenses to action for rent or possession; procedure.—
(1)(a) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1), or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The landlord must be given an opportunity to cure a deficiency in a notice or in the pleadings before dismissal of the action.
(b) The defense of a material noncompliance with s. 83.51(1) may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given to the landlord, the landlord’s representative as designated pursuant to s. 83.50, a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(1) by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1). After consideration of all other relevant issues, the court shall enter appropriate judgment.
(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, including, but not limited to, the defense of a defective 3-day notice, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent that accrues during the pendency of the proceeding, when due. The clerk shall notify the tenant of such requirement in the summons. Failure of the tenant to pay the rent into the registry of the court or to file a motion to determine the amount of rent to be paid into the registry within 5 days, excluding Saturdays, Sundays, and legal holidays, after the date of service of process constitutes an absolute waiver of the tenant’s defenses other than payment, and the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon. If a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required. Public housing tenants or tenants receiving rent subsidies are required to deposit only that portion of the full rent for which they are responsible pursuant to the federal, state, or local program in which they are participating.
History.—s. 2, ch. 73-330; s. 7, ch. 83-151; s. 7, ch. 87-195; s. 7, ch. 93-255; s. 7, ch. 94-170; s. 1374, ch. 95-147; s. 12, ch. 2013-136.

83.61 Disbursement of funds in registry of court; prompt final hearing.—When the tenant has deposited funds into the registry of the court in accordance with the provisions of s. 83.60(2) and the landlord is in actual danger of loss of the premises or other personal hardship

resulting from the loss of rental income from the premises, the landlord may apply to the court for disbursement of all or part of the funds or for prompt final hearing. The court shall advance the cause on the calendar. The court, after preliminary hearing, may award all or any portion of the funds on deposit to the landlord or may proceed immediately to a final resolution of the cause.
History.—s. 2, ch. 73-330; s. 2, ch. 74-146.

83.62 Restoration of possession to landlord.—
(1) In an action for possession, after entry of judgment in favor of the landlord, the clerk shall issue a writ to the sheriff describing the premises and commanding the sheriff to put the landlord in possession after 24 hours' notice conspicuously posted on the premises. Saturdays, Sundays, and legal holidays do not stay the 24-hour notice period.
(2) At the time the sheriff executes the writ of possession or at any time thereafter, the landlord or the landlord's agent may remove any personal property found on the premises to or near the property line. Subsequent to executing the writ of possession, the landlord may request the sheriff to stand by to keep the peace while the landlord changes the locks and removes the personal property from the premises. When such a request is made, the sheriff may charge a reasonable hourly rate, and the person requesting the sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the sheriff. Neither the sheriff nor the landlord or the landlord's agent shall be liable to the tenant or any other party for the loss, destruction, or damage to the property after it has been removed.
History.—s. 2, ch. 73-330; s. 3, ch. 82-66; s. 5, ch. 88-379; s. 8, ch. 94-170; s. 1375, ch. 95-147; s. 2, ch. 96-146; s. 13, ch. 2013-136.

83.625 Power to award possession and enter money judgment.—In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent, if the court finds the rent is due, owing, and unpaid and by reason thereof the landlord is entitled to possession of the premises, the court, in addition to awarding possession of the premises to the landlord, shall direct, in an amount which is within its jurisdictional limitations, the entry of a money judgment with costs in favor of the landlord and against the tenant for the amount of money found due, owing, and unpaid by the tenant to the landlord. However, no money judgment shall be entered unless service of process has been effected by personal service or, where authorized by law, by certified or registered mail, return receipt, or in any other manner prescribed by law or the rules of the court; and no money judgment may be entered except in compliance with the Florida Rules of Civil Procedure. The prevailing party in the action may also be awarded attorney's fees and costs.
History.—s. 1, ch. 75-147; s. 8, ch. 87-195; s. 6, ch. 88-379.

83.63 Casualty damage.—If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).
History.—s. 2, ch. 73-330; s. 449, ch. 95-147; s. 14, ch. 2013-136.

83.64 Retaliatory conduct.—
(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:
(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;
(b) The tenant has organized, encouraged, or participated in a tenant organization;
(c) The tenant has complained to the landlord pursuant to s. 83.56(1);
(d) The tenant is a servicemember who has terminated a rental agreement pursuant to s. 83.682;
(e) The tenant has paid rent to a condominium, cooperative, or homeowners' association after demand from the association in order to pay the landlord's obligation to the association; or
(f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.
(2) Evidence of retaliatory conduct may be raised by the tenant as a defense in any action brought against him or her for possession.
(3) In any event, this section does not apply if the landlord proves that the eviction is for good cause. Examples of good cause include, but are not limited to, good faith actions for nonpayment of rent, violation of the rental agreement or of reasonable rules, or violation of the terms of this chapter.
(4) "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.
History.—s. 8, ch. 83-151; s. 450, ch. 95-147; s. 3, ch. 2003-72; s. 15, ch. 2013-136.

83.67 Prohibited practices.—
(1) A landlord of any dwelling unit governed by this part shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.
(2) A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device.
(3) A landlord of any dwelling unit governed by this part shall not discriminate against a servicemember in offering a dwelling unit for rent or in any of the terms of the rental agreement.
(4) A landlord shall not prohibit a tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and 1/2 feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed in accordance with s. 83.52(6). The landlord is not liable for damages caused by a United States flag displayed by a tenant. Any United States flag may not infringe upon the space rented by any other tenant.
(5) A landlord of any dwelling unit governed by this part shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and the landlord shall not remove the tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining

tenant in accordance with s. 83.59(3)(d), or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).
(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.
(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.
(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).
History.—s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236; s. 2, ch. 2007-136.

83.681 Orders to enjoin violations of this part.—
(1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s. 83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property may petition the county or circuit court for an injunction prohibiting the tenant from continuing to violate any of the provisions of that part.
(2) The court shall grant the relief requested pursuant to subsection (1) in conformity with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases.
(3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of money deposited with the landlord pursuant to s. 83.49 or $300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.
History.—s. 8, ch. 93-255; s. 451, ch. 95-147.

83.682 Termination of rental agreement by a servicemember.—
(1) Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:
(a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;
(b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;
(c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;
(d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;
(e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or
(f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.
(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.
(3) In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.
(4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.
(5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.
History.—s. 6, ch. 2001-179; s. 1, ch. 2002-4; s. 1, ch. 2003-30; s. 5, ch. 2003-72.

83.683 Rental application by a servicemember. –
(1) If a landlord requires a prospective tenant to complete a rental application before residing in a rental unit, the landlord must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for denial. Absent a timely denial of the rental application, the landlord must lease the rental unit to the servicemember if all other terms of the application and lease are complied with.

(2) If a condominium association, as defined in chapter 718, a cooperative association, as defined in chapter 719, or a homeowners' association, as defined in chapter 720, requires a prospective tenant of a condominium unit, cooperative unit, or parcel within the association's control to complete a rental application before residing in a rental unit or parcel, the association must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for the denial. Absent timely denial of the rental application, the association must allow the unit or parcel owner to lease the rental unit or parcel to the servicemember and the landlord must lease the unit or parcel to the servicemember if all other terms of the application and lease are complied with.
(3) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

JEFFREY P. COLLINS

361 Mulberry Grove Rd, Royal Palm Beach, FL 33411 (561) 723-3225
Email: jeffcollins@collinsfls.com

OBJETIVE

To document my work history and credentials.

WORK EXPERIENCE

2018-Current Collins Fire Protection and Life Safety Solutions WPB, FL

Chief Executive Officer

Owner of a small veteran owned engineering company specializing in code interpretation, fire protection system design and installations, and life safety analysis. Projects include designing fire alarm systems, fire pump, and automatic fire sprinkler systems for all occupancies identified in the Florida Building Code and Florida Fire Prevention Code. Expertise in analyzing existing buildings for compliance with the Life Safety Code, NFPA 101. Expert witness project includes MW Horticulture quasi-judicial hearing in Ft. Myers, Florida.

1996-2018 Palm Beach County Fire Rescue Palm Beach County, FL

Fire Rescue Administrator (Ret.)

Oversaw the entire daily operations of a full time carreer department with an operating budget of approximately four hundred forty million dollars. Planned and budgeted for five year capitol projections along with annual budget submittals. Negotiated and administered a collective bargaining agreement on behalf of the Board of County Commissioners. Negotiated contracts with municipalities for continued fire rescue services. Oversaw the procurement process for the purchase of engines, trucks, rescues, brush trucks, and all associated equipment and uniforms associated with running a professional fire rescue agency. Guided the replacement of capital assets, building replacements, and renovations. Planned new fire station construction projects based on growth and call volumes. Oversaw the operations of a fire prevention bureau that included plans examination, inspections, investigations, community education and drowning prevention.

1993-1996 Raleigh Fire Department Raleigh, NC

Deputy Fire Marshal

Supervised and trained newly promoted Captains assigned to the Fire Prevention Bureau. Conducted highly technical inspections of all occupancies including manufacturing plants, hospitals, high rise buildings, and warehouses. Acted as the fire department liaison to the Building Official. Worked with Operations to develop a hazardous material operational plan. Attended LEPC meetings on behalf of the department.

1985-1989 United States Army Fort Polk, LA

Sergeant (E-5)

Worked as a Russian Linguist (MOS 98-G) for four years on active duty and was honorably discharged. Attained the rank of Sergeant and was assigned as a squad leader where I trained my soldiers in the event we were deployed to battle. Maintained Russian proficiency while operating as a Russian Intelligence Voice Interceptor.

EDUCACION

2006 ***Masters of Science in Organizational Leadership***

Palm Beach Atlantic University West Palm Beach, FL

1993 ***Bachelors of Science in Fire Protection Engineering***

University of Maryland College Park, MD

CERTIFICATIONS, MEMBERSHIPS, AND COMMUNITY INVOLVEMENT

Liscense and Certifications

Professional Engineer Liscence in the State of Florida
Certified Fire Fighter State of Florida

Memberships

National Fire Protection Association
National Society of Professoinal Engineers
Florida Engineering Society member
Metro Chief Section of the National Fire Protection Association
Fire Service Section of the National Fire Protection Association

Volunteering and Community Involvement

Past Chair for the Fire Code NFPA 1 1997 - 2018
St. Mary's Medical Center Board of Governors 2012 – 2018
United Way Campaign Coordinator for Palm Beach County employees
Unerwriter's Labatory Fire Council Past Member
Fire Marshals and Inspectors Association Past President

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4442664 OR BOOK 4139 PAGE 2641, Recorded 06/04/2018 09:11:48 AM

Filing # 72918663 E-Filed 05/31/2018 04:35:03 PM

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA

TED L. HOLLANDER, INDIVIDUALLY, AND AS CO-TRUSTEE OF THE HOLLANDER FAMILY TRUST DATED JANUARY 14, 2015, AND KRISTIN G. HOLLANDER, INDIVIDUALLY, AND AS CO-TRUSTEE OF THE HOLLANDER FAMILY TRUST DATED JANUARY 14, 2015,

Case No.: 562016CA000537

Plaintiffs,

vs.

CITY OF FORT PIERCE, FLORIDA

Defendant.
_____/

FINAL JUDGMENT IN FAVOR OF PLAINTIFFS

THIS CAUSE having come before this Court on April 30, 2018, for Plaintiffs', TED L. HOLLANDER, INDIVIDUALLY, AND AS CO-TRUSTEE OF THE HOLLANDER FAMILY TRUST DATED JANUARY 14, 2015, and KRISTIN G. HOLLANDER, INDIVIDUALLY, AND AS CO-TRUSTEE OF THE HOLLANDER FAMILY TRUST DATED JANUARY 14, 2015 (the "Plaintiffs"), Amended Cross-Motion for Final Summary Judgment and the City of Fort Pierce, Florida's ("Fort Pierce") Amended Motion for Summary Judgment. The court, having reviewed the file, the affidavits in support, and otherwise being fully advised in the premises, finds and orders as follows:

There is no genuine issue of material facts in dispute and Plaintiff is entitled to judgment as a matter of law.

A court shall enter judgment if there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Fla. Rule Civ. P.

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1.510. The non-moving party does not have an initial burden to disprove the movant's entitlement to summary judgment. *Holl v. Talcott*, 191 So.2d 40, 43 - 44 (Fla. 1966). However, the movant is not required "to exclude every possible inference from other evidence that may have been available." *Stepp v. State Farm Fire & Casualty Co.*, 656 So. 2d 494, 496 (Fla. 1st DCA 1995).

While summary judgments, "should be cautiously granted.... "it is never enough for the opposing party merely to assert that an issue does exist." *Fisel v. Wynns*, 667 So. 2d 761, 764 (Fla. 1996). To be sure, "if a party could simply allege their beliefs as evidence of events that give rise to a cause of action to sufficiently overcome summary judgment, summary judgment would be meaningless." *Cohen v. Arvin*, 878 So. 2d 403, 405 (Fla. 4th DCA 2004).

As the court held in *Capotosto v. Fifth Third Bank*, 230 So. 3d 891 (Fla. 4th DCA 2017):

> [O]nce the movant's initial burden is satisfied, "the opposing party must come forward with counterevidence sufficient to reveal a genuine issue." *Landers v. Milton*, 370 So. 2d 368, 370 (Fla. 1979).
>
> A litigant cannot avoid summary judgment by merely asserting a fact without any evidence to support it.
>
> Here, the facts are not in dispute.

Both the Florida Rules of Civil Procedure and the Federal Rules of Civil Procedure contain summary judgment provisions. The operative language of the two rules is essentially identical:

> USCS Fed Rules Civ. Proc. R. 56
>
> The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.

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Fla. R. Civ. P. 1.510

> The judgment sought shall be rendered forthwith if the pleadings and summary judgment evidence on file show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Despite similar language, the interpretations of the rules have diverged widely. The divergence has become most pronounced since the decision of the U.S. Supreme Court in *Celotex Corp. v. Catrell*, 477 U.S. 317 (1986). The foundation of the *Celotex* standard is the view that summary judgment, "is properly regarded not as a disfavored procedural shortcut, but rather as an integral part of the federal rules as a whole, which are designed 'to secure the just, speedy, and inexpensive determination of every action.'" *Celotex* at 477 U.S. 328. [1]

In Florida some might argue that summary judgment continues to be regarded as a "disfavored procedural shortcut". As it is put in Trawick's, *Florida Practice and Procedure* § 25-5:

> In summary judgment appeals every attempt will be made by the appellate court to reverse the summary judgment. The record is reviewed in the most favorable light toward whom the summary judgment was entered. Defenses not raised by the losing party and additional proof on a motion for rehearing are examples of the lengths to which appellate courts have gone to reverse summary judgment in defiance of well settled principles of appellate review.

---

[1] In a series of opinions issued in 1986 known as the *Celotex* trilogy, the U.S. Supreme Court modernized the standard for reviewing motions for summary judgment in federal court. Although not bound by such federal procedural law, over 35 states have followed the Supreme Court's example because, in the words of the Supreme Court of Massachusetts, "we think it makes eminent good sense to do so." Thomas Logue and Javier Alberto Soto, *Florida Should Adopt the Celotex Standard for Summary Judgments*, 76 Fla. Bar J. 20 (Feb. 2002).

However, our own Fourth District Court of Appeal dispels this myth. The court explained in *Martin Petroleum Corp. v. Amerada Hess Corp.*, 769 So. 2d 1105, 1108 (Fla. 4th DCA 2000):

> Counsel's preoccupation with summary judgment cases probably stems from the popular misconception among the trial bar and bench that summary judgments are routinely reversed by appellate courts. Although it is true that, generally speaking, issues of negligence cannot be resolved on summary judgment, commercial litigation is another matter. Where a claim such as this one is filed, and after full discovery there is no evidence to support the allegations and there are thus no genuine issues of material fact, summary judgment should be granted. A party should not be put to the expense of going through a trial, where the only possible result will be a directed verdict.

The holding in *Martin Petroleum Corp. v. Amerada Hess* would seem particularly applicable in a declaratory relief action, when the facts are not in dispute and where the court is being asked to construe purely legal issues.

To summarize, §509.032(7)(b), Fla. Stat. provides that a, "local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011."

Ordinance L-295 was enacted and ***made effective*** on November 4, 2013, after June 1, 2011. The ordinance does not provide for retroactive application. *Middlebrooks v. Department of State, Div. of Licensing*, 565 So. 2d 727 (Fla. 1st DCA 1990)(absent a clear legislative expression requiring retroactive application, a law is presumed to operate prospectively, meaning that it will apply only to conduct occurring after the statute becomes effective); *Promontory Enters. v. Southern Eng'g & Contr., Inc.*, 864 So. 2d 479, 484 (Fla. 5th DCA 2004); *State of Fla., Dep't of Revenue v. Zuckerman-Vernon*

Corp., 354 So.2d 353, 358 (Fla. 1977)(legislature's inclusion of an effective date of a law "effectively rebuts any argument that retroactive application of the law was intended.").

Subsequently, Ordinance 16-018 was enacted and ***made effective*** on September 19, 2016. That ordinance was enacted to correct a scrivener's error in Ordinance L-295.

Ordinance 18-004 was enacted because the city recognized (and specifically cited) the *Middlebrooks v. Department of State, Div. of Licensing* problem in Ordinance 16-018, changing the effective date, nunc pro tunc, from September 19, 2016 to November 4, 2013. However, the same *Middlebrook* problem exists with regard to Ordinance L-295, which was enacted and made effective on November 4, 2013, after June 1, 2011. The court further finds and orders as follows:

1. Plaintiffs, TED L. HOLLANDER and KRISTIN G. HOLLANDER, own real property located at 1110 South Ocean Drive, Fort Pierce, Florida 34949, which is located in residential zoning district R-4 within the City of Fort Pierce, Florida. Plaintiffs, TED L. HOLLANDER and KRISTIN G. HOLLANDER, as Trustees of the Hollander Family Trust dated January 14, 2015, own the real property located at 2025 South Ocean Drive, Fort Pierce, Florida 34939, which is located in residential zoning district R-2 within the City of Fort Pierce, Florida.
2. Plaintiffs operate or desire to operate said properties as "vacation rentals," which are defined in §509.013, Fla. Stat., and §509.242(1)(c), Fla. Stat. (i.e. they rent or desire to rent to guests more than three times in a calendar year for periods of less than thirty (30) days or 1 calendar month, whichever is less).

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3. Vacation rentals, which Section 22.3 of the Fort Pierce Code of Ordinances (the "Code") classifies as "dwelling rentals," are not a permitted use within any residential zoning district in the City of Fort Pierce.
4. Because the Plaintiffs operated vacation rentals in a residential zoning district, they received notices from Fort Pierce stating that they were in violation of the Code by operating a "dwelling rental" without a conditional use permit.
5. Plaintiffs filed an application for a conditional use permit with the Fort Pierce City Commission, which was ultimately denied.
6. At issue in this case is Fort Pierce's enactment of Ordinance L-295 on November 4, 2013, which, *inter alia*, listed dwelling rentals as a prohibited use in zoning districts E-2, E-3, R-3, R-4, R-4A, and R-5.
7. Plaintiff argues that an ordinance enacted after June 1, 2011, prohibiting vacation rentals or regulating the frequency or duration of rental of vacation rentals violates §509.032(7)(b), Fla. Stat.; therefore, Fort Pierce is preempted from banning vacation rentals or regulating the frequency or duration of rental of vacation rentals.
8. Fort Pierce contends that dwelling rentals were never intended to be a "prohibited use" in said zoning districts. Instead, this was a scrivener's error made in connection with converting the listed permitted, conditional, and prohibited uses into chart-format.
9. Fort Pierce contends that it remedied the scrivener's error in Ordinance No. 2016-018 and applied said ordinance retroactively to November 4, 2013, when it enacted Ordinance No. 2018-004.

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10. Fort Pierce concludes that because "dwelling rentals" were listed as a conditional use during the safe-harbor period set forth in §509.032(7)(b), Fla. Stat., the enactment of Ordinance No. L-295 does not create a prohibition on vacation rentals or regulate the frequency or duration of rental of vacation rentals once it was corrected by subsequent legislative acts.

COUNT I: DECLARATORY JUDGMENT THAT FORT PIERCE IS PREEMPTED FROM BANNING VACATION RENTALS OR REGULATING THE FREQUENCY OR DURATION OF RENTAL OF VACATION RENTALS

11. Count I of Plaintiffs' Complaint seeks a declaratory judgment that Fort Pierce is preempted from prohibiting vacation rentals, or regulating the frequency or duration of rental of vacation rentals.

12. This Court's analysis, however, should not begin with whether Plaintiffs are entitled to declaration in their favor, instead this Court must analyze whether the Plaintiffs are entitled to a declaration at all. *See Keen v. Fla. Sheriffs' Self-Insurance Fund*, 854 So. 2d 844, 845 (Fla. 4th DCA 2003) (reversing order granting motion to dismiss where court interpreted contract in granting motion); *Effort Enter. of Fla., Inc. v. Lexington Ins. Co.*, 666 So. 2d 930, 931–32 (Fla. 4th DCA 1995).

13. In order to obtain declaratory relief, a party must show that: (1) "there is a bona fide, actual, present practical need for the declaration"; (2) "the declaration should deal with a present, ascertained or ascertainable state of facts or present controversy as to a state of facts"; (3) "some immunity, power, privilege or right of the complaining party is dependent upon the facts or the law applicable to the facts"; (4) "there is some person or persons who have, or reasonably may have an

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actual, present, adverse and antagonistic interest in the subject matter, either in fact or law"; (5) "the antagonistic and adverse interest are all before the court by proper process or class representation"; and (6) "the relief sought is not merely the giving of legal advice by the courts or the answer to questions propounded from curiosity." *Santa Rosa County v. Admin. Comm'N, Div. of Admin. Hearings*, 661 So. 2d 1190, 1193 (Fla. 1995) (*quoting May v. Holley*, 59 So. 2d 636, 639 (Fla. 1952)).

14. The undisputed material facts establish that Plaintiffs are entitled to a declaratory relief: (1) they operate or desire to operate vacation rentals within the City of Fort Pierce, which has subjected them to Fort Pierce Code enforcement action; (2) there is a question of whether the Fort Pierce's code enforcement action is permissible in light of §509.032(7)(b), Fla. Stat., which prohibits a local ordinance from banning vacation rentals or regulating the frequency or duration of rental of vacation rentals unless said ordinance was enacted prior to June 1, 2011; and (3) Plaintiffs' property interests are directly affected by Fort Pierce's ability to enforce the ordinance prohibiting or regulating vacation rentals.

15. The question turns to whether Fort Pierce is preempted from prohibiting vacation rental or regulating the frequency or duration of rental of vacation rentals.

16. §509.032(7)(b), Fla. Stat., states that "[a] local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011."

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17. It is undisputed that Ordinance L-295 was enacted after the safe-harbor period indicated §509.032(7)(b), Fla. Stat.

18. It is also undisputed that prior to the enactment of Ordinance L-295, vacation rentals were listed as a conditional use since the enactment of Ordinance K-148 on April 16, 2002.

19. Fort Pierce urges this Court to interpret Ordinance No. L-295, Ordinance No. 2016-018, and Ordinance No. 2018-004 *in pari materia*, which, according to Fort Pierce, would render Fort Pierce's regulations on vacation rentals within the statutory safe-harbor period contained in §509.032(7)(b), Fla. Stat.

20. Fort Pierce's argument, however, is without merit.

21. Even if this Court interprets the ordinances *in pari materia*, the requirement for a conditional use permit set forth in Ordinance No. L-295 is effective beginning November 4, 2013, and thereafter. *See* Ordinance No. 18-004 ("This Ordinance is and the same shall become effective immediately upon final passage retroactive to September 19, 2016, nunc pro tunc."). "Absent a clear legislative expression requiring retroactive application, a law is presumed to operate prospectively, meaning that it will apply only to conduct occurring after the statute becomes effective." *Middlebrooks v. Department of State, Div. of Licensing*, 565 So. 2d 727, 728 (Fla. 1st DCA 1990).

22. Ordinance No. L-295 imposes a requirement that a landowner apply for a conditional use permit prior to operating a vacation rental.

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23. The Fort Pierce City Commission has the ability to: (1) deny the conditional use application or (2) as a condition to approval, require a shorter/longer period of time or limit the number of times a landowner can rent his/her property.

24. Therefore, Ordinance L-295 empowers Fort Pierce with the ability to ban vacation rentals or regulate the duration or frequency of rental of vacation rentals.

25. Interpreting Ordinance No. L-295, Ordinance No. 2016-018, and Ordinance No. 2018-004 *in pari material*, the effective date of November 4, 2013, does not place the restrictions set forth Ordinance L-295 within the safe-harbor period contained in §509.032(7)(b), Fla. Stat.

26. Section 25 of Ordinance No. L-295 expressly states that "[a]ll ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever."

27. This Court is bound by the unambiguous language contained in Fort Pierce's ordinances. *See, e.g., Rinker Materials Corp. v. City of North Miami*, 286 So.2d 552, 554 (Fla. 1973); *Ocean's Edge Dev. Corp. v. Town of Juno Beach*, 430 So. 2d 472 (Fla. 4th DCA 1983).

Therefore, it is

ORDERED AND ADJUDGED that:

A. Final Judgment is hereby entered in favor of the Plaintiffs and against Defendant as to the Complaint, and any amendments thereto, filed by Plaintiffs.

B. Defendant, CITY OF FORT PIERCE, FLORIDA, is preempted from prohibiting vacation rentals or regulating the duration or frequency of rental of vacation

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rentals as such term is defined by §509.013, Fla. Stat., and §509.242(1)(c), Fla. Stat.

C. The Court reserves jurisdiction for all equitable purposes.

DONE AND ORDERED this 30 day of May 2018, in Fort Pierce, St. Lucie County, Florida.

ROBERT BELANGER
CIRCUIT JUDGE

Copies furnished to:

D. Johnathan Rhodeback, Attorneys@RooneyAndRooneyLaw.com

Robert V. Schwerer, James T. Walker, schwererlaw@aol.com, jimw@jimwalkerlaw.com, mperegrin@city-ftpierce.com

By: Jaime M. Viera
Judicial Assistant

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CHAPTER 2014-71

Senate Bill No. 356

An act relating to the regulation of public lodging establishments and public food service establishments; amending s. 509.032, F.S.; revising the permitted scope of local laws, ordinances, and regulations regarding vacation rentals; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 509.032, Florida Statutes, is amended to read:

509.032 Duties.—

(7) PREEMPTION AUTHORITY.—

(a) The regulation of public lodging establishments and public food service establishments, including, but not limited to, sanitation standards, inspections, training and testing of personnel, and matters related to the nutritional content and marketing of foods offered in such establishments, is preempted to the state. This paragraph does not preempt the authority of a local government or local enforcement district to conduct inspections of public lodging and public food service establishments for compliance with the Florida Building Code and the Florida Fire Prevention Code, pursuant to ss. 553.80 and 633.206.

(b) A local law, ordinance, or regulation may not ~~restrict the use of vacation rentals,~~ prohibit vacation rentals~~,~~ or regulate the duration or frequency of rental of vacation rentals ~~based solely on their classification, use, or occupancy~~. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.

(c) Paragraph (b) does not apply to any local law, ordinance, or regulation exclusively relating to property valuation as a criterion for vacation rental if the local law, ordinance, or regulation is required to be approved by the state land planning agency pursuant to an area of critical state concern designation.

Section 2. This act shall take effect July 1, 2014.

Approved by the Governor June 13, 2014.

Filed in Office Secretary of State June 13, 2014.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

From: Nick & Michelle sliceofparadiseflorida@gmail.com
Subject: Property Owner Bill of Rights
Date: Sep 26, 2019 at 7:08:40 PM
To: Sliceofparadiseflorida@gmail.com

In 2019 the Florida Legislature passed CS/HB 1159 regarding Private Property Rights. As per section 70.002 Property Owner Bill of Rights, each county property appraiser shall provide the Property Owner Bill of Rights on their website to educate property owners as to the purpose of the bill and to identify certain existing rights afforded to property owners.

PROPERTY OWNER BILL OF RIGHTS

This Bill of Rights does not represent all of your rights under Florida law regarding your property and should not be viewed as a comprehensive guide to property rights. This document does not create a civil cause of action and neither expands nor limits any rights or remedies provided under any other law. This document does not replace the need to seek legal advice in matters relating to property law. Laws relating to your rights are found in the State Constitution, Florida Statutes, local ordinances, and court decisions. Your rights and protections include:

The right to acquire, possess, and protect your property.

The right to use and enjoy your property.

The right to exclude others from your property.

The right to dispose of your property.

The right to due process.

The right to just compensation for property taken for a public purpose.

The right to relief, or payment of compensation, when a new law, rule, regulation, or ordinance of the state or a political entity unfairly affects your property.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

Re: 715 S. Ocean Drive Unit D

To whom it may concern:

At the Technical Review Committee meeting dated August 15, 2019 the owner expressed her intention to utilize the dwelling unit at 715 S. Ocean Drive Unit D for short term rentals (less than 31 days). The occupancy (per section310.4 the Florida Building Code) is a **Residential Group R-2**, "where the occupants are permanent in nature." Your desire to utilize the property for short term rentals changes the use and occupancy classification from **R-2 to R-3** "Boarding House (Transient)," (FBC 310.5). This change triggers the requirement to legally change the use and occupancy classification of this dwelling unit from R-2 to R-3 per section 202 of the FBC Existing Building Code. The process for changing the use and occupancy classification begins by having a qualified design professional, that is licensed in the State of Florida, prepare a signed and sealed drawing that accommodates all of the code requirements for the new R-3 use and occupancy classification, to include:

- **Life Safety Plan** (FBC 1001.1)
- **Fire Requirements**
  - Fire Sprinklers are required (per FBC 903.2.8.1)
  - Review and approval by the SLC Fire Prevention Dept. to assure compliance with the National Fire Prevention Code.
- **Accessibility**
  - Means of Egress (FBC 1001)
  - Accessible Route
  - Handicap Parking Space
  - Accessible bathroom
  - Egress windows in sleeping rooms.

Upon completion of this plan the design professional or contractor may apply for a change of use and occupancy permit through the Building Department. Upon approval by all pertinent agencies, issuance of the permit, completion of all required work and approved final inspections, a new certificate of occupancy will be issued documenting that the occupancy was legally changed from R-2 to R-3.

Thank you for referencing the guidelines from the Department of Hotels and Restaurants. Please be informed that only the Building Official is authorized by the Florida Building Commission to enforce the Florida Building Code, thus the Department of Hotels and Restaurants has no jurisdiction over administering or interpreting the Florida Building Code. If you feel that there is a conflict between the Florida Building Code and the Department of Hotels and Restaurants' rules for licensing, contact the Florida Building Commission for clarification. If you disagree with my interpretation of the Florida Building Code, you may appeal my interpretation to the Florida Building Commission pursuant to Florida State Statute 553.775.

Since you have been provided with my official position and the appropriate recourse for appealing my interpretation, I am no longer amenable to discuss this issue with you further unless it involves changing the use and occupancy of this unit. Thank you for your inquiry.

Sincerely,

Paul Thomas, CBO, CFM
Building Official

PT/km

cc: Nicholas Mimms, P.E., City Manager
Linda Cox, City Clerk
Ed Roseberry, Deputy Building Official
Jennifer Hofmeister, Planning Director

PAM BONDI
ATTORNEY GENERAL
STATE OF FLORIDA

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October 22, 2013

Mr. Albert J. Hadeed
Flagler County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

Dear Mr. Hadeed:

Thank you for contacting this office for assistance in determining whether Flagler County may intercede and stop vacation rental operations, as defined in Chapter 509, Florida Statutes, in private homes that were zoned, prior to June 1, 2011, for single-family residential use. Due to an increase in the number of homes being used as vacation rentals in Flagler County, many permanent residents in neighborhoods with vacation rentals have raised concerns about the negative effects such rentals have on their quality of life and the character of their neighborhood. You state that Flagler County has no regulations governing vacation rentals which predate the 2011 legislation.

In sum, absent the existence of a local ordinance on or before June 1, 2011, regulating the rental of vacation homes in Flagler County, section 509.032(7), Florida Statutes, preempts local regulation of lodging establishments and public food establishments to the state and precludes a local ordinance or regulation enacted after June 1, 2011, restricting the use of vacation rentals, prohibiting vacation rentals, or regulating vacation rentals based solely on their classification, use, or occupancy.

A number of county residents have argued that transient vacation rentals are a commercial activity which is a non-conforming use of a house constructed under a permit for a single-family residence and located in an area zoned for single-family residences. The county has considered this argument and concluded that a residential zoning category, in and of itself, is not sufficient to serve as a pre-existing prohibition of vacation rentals in private homes.

Section 509.032(7)(a), Florida Statutes, preempts the regulation of lodging establishments and public food establishments to the state. Subsection (b) of the statute states:

> A local law, ordinance, or regulation *may not restrict* the use of vacation rentals, prohibit vacation rentals, or regulate vacation rentals *based solely*

> *on their classification, use, or occupancy.* This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.[1] (e.s.)

A "vacation rental" is defined as "any unit or group of units in a condominium, cooperative, or time-share plan or *any* individual or collectively owned *single-family*, two-family, three-family, or four-family *house or dwelling* unit that is *also a transient public lodging establishment.*"[2] (e.s.) Thus, the plain language of the statute recognizes that a single-family house or dwelling may be a "vacation rental" which is used as a transient public lodging establishment subject to regulation by the state. As this office has previously recognized, with the enactment of section 509.032(7)(b), Florida Statutes, the ability of a local government to regulate vacation rentals by enactment of an ordinance after June 1, 2011, has been preempted to the state.[3] While you have premised your question on the existence of a single-family zoning regulation in existence prior to June 1, 2011, you have also indicated that no county regulations of vacation rentals existed on that date.

This office agrees with the county's conclusion that a local zoning ordinance for single-family homes existing on or before June 1, 2011, that did not restrict the rental of such property as a vacation rental, cannot now be interpreted to do so. The clear

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[1] Section 509.032(7)(c), Fla. Stat., provides:

> Paragraph (b) does not apply to any local law, ordinance, or regulation exclusively relating to property valuation as a criterion for vacation rental if the local law, ordinance, or regulation is required to be approved by the state land planning agency pursuant to an area of critical state concern designation.

[2] Section 509.242(1)(c), Fla. Stat. *See* s. 509.013(4), Fla. Stat., defining "[p]ublic lodging establishment" for purposes of Ch. 509, Fla. Stat.:

> (4)(a) "Public lodging establishment" includes a transient public lodging establishment as defined in subparagraph 1. and a nontransient public lodging establishment as defined in subparagraph 2.
> 1. "Transient public lodging establishment" means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 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.

[3] Informal Op. to Marino, dated August 3, 2012. *Cf. City of Venice v. Gwynn*, 76 So. 3d 401 (Fla. 2d DCA 2011), in which a city's code prohibited owners of single-family dwellings in residential neighborhoods from renting their property for short periods of times; the court affirmed the city's administrative determination that owner's non-conforming use of property as a vacation rental violated city's ordinance regarding short-term rentals.

language in section 509.032(7), Florida Statutes, prohibits any local regulation on or after June 1, 2011, based upon the use of a residence as a vacation rental.

Sincerely,

Lagran Saunders
Attorney General

ALS/tsrh

CHAPTER 1
SCOPE AND ADMINISTRATION

PART 1—SCOPE AND APPLICATION

SECTION 101
GENERAL

[A] 101.1 Title. These regulations shall be known as the *Florida Building Code,* hereinafter referred to as "this code."

[A] 101.2 Scope. The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one- and two-family *dwellings* and multiple single-family *dwellings (townhouses)* not more than three *stories above grade plane* in height with a separate *means of egress*, and their accessory structures not more than three *stories above grade plane* in height, shall comply with the *Florida Building Code, Residential.*
2. Code requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

[A] 101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

[A] 101.3 Intent. The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, *means of egress* facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

[A] 101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

[A] 101.4.1 Gas. The provisions of the *Florida Building Code, Fuel Gas* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

[A] 101.4.2 Mechanical. The provisions of the *Florida Building Code, Mechanical* shall apply to the installation, *alterations*, *repairs* and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

[A] 101.4.3 Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, *alteration*, *repair* and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

[A] 101.4.4 Property maintenance. Reserved.

[A] 101.4.5 Fire prevention. For provisions related to fire prevention, refer to the *Florida Fire Prevention Code.* The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, *repair, alteration* or removal of fire suppression, and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

[A] 101.4.6 Energy. The provisions of the *Florida Building Code, Energy Conservation* shall apply to all matters governing the design and construction of buildings for energy efficiency.

[A] 101.4.7 Existing buildings. The provisions of the *Florida Building Code, Existing Building* shall apply to matters governing the *repair*, *alteration*, change of occupancy, *addition* to and relocation of existing buildings.

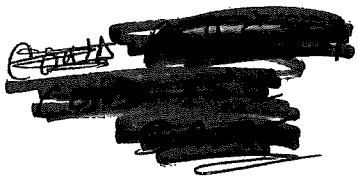
101.4.8 Accessibility. For provisions related to accessibility, refer to the *Florida Building Code, Accessibility.*

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, *Florida Building Code, Building*, and Rule 61-41 F.A.C.

SECTION 102
APPLICABILITY

[A] 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 *The Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection,



SECTION 310
RESIDENTIAL GROUP R

310.1 Residential Group R. Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as an Institutional Group I or when not regulated by the *Florida Building Code, Residential.*

310.2 Definitions. The following terms are defined in Chapter 2:

BOARDING HOUSE.

CONGREGATE LIVING FACILITIES.

DORMITORY.

GROUP HOME.

GUEST ROOM.

LODGING HOUSE.

PERSONAL CARE SERVICE.

TRANSIENT.

310.3 Residential Group R-1. Residential Group R-1 occupancies containing *sleeping units* where the occupants are primarily *transient* in nature, including:

Boarding houses (*transient*) with more than 10 occupants
Congregate living facilities (*transient*) with more than 10 occupants
Hotels (*transient*)
Motels (*transient*)

310.4 Residential Group R-2. Residential Group R-2 occupancies containing *sleeping units* or more than two *dwelling units* where the occupants are primarily permanent in nature, including:

Apartment houses
Boarding houses (nontransient) with more than 16 occupants
Congregate living facilities (nontransient) with more than 16 occupants
Convents
Dormitories
Fraternities and sororities
Hotels (nontransient)
Live/work units
Monasteries
Motels (nontransient)
Vacation timeshare properties

310.5 Residential Group R-3. Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two *dwelling units*
Boarding houses (nontransient) with 16 or fewer occupants
Boarding houses (*transient*) with 10 or fewer occupants
Care facilities that provide accommodations for five or fewer persons receiving care
Congregate living facilities (nontransient) with 16 or fewer occupants
Congregate living facilities (*transient*) with 10 or fewer occupants
Lodging houses with five or fewer *guest rooms*

310.5.1 Care facilities within a dwelling. Care facilities for five or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the *Florida Building Code, Residential* provided an *automatic sprinkler system* is installed in accordance with Section 903.3.1.3 or Section P2904 of the *Florida Building Code, Residential.*

310.5.2 Lodging houses. Owner-occupied *lodging houses* with five or fewer *guest rooms* shall be permitted to be constructed in accordance with the *Florida Building Code, Residential.*

310.6 Residential Group R-4. Residential Group R-4 occupancy shall include buildings, structures or portions thereof for more than five but not more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive *custodial care.* Buildings of Group R-4 shall be classified as one of the occupancy conditions specified in Section 310.6.1 or 310.6.2. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Group homes
Halfway houses
Residential board and *custodial* care facilities
Social rehabilitation facilities

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in this code or shall comply with the *Florida Building Code, Residential* provided the building is protected by an automatic sprinkler system installed in accordance with Section 903.2.8.

310.6.1 Condition 1. This occupancy condition shall include buildings in which all persons receiving custodial care, without any assistance, are capable of responding to an emergency situation to complete building evacuation.

310.6.2 Condition 2. This occupancy condition shall include buildings in which there are any persons receiving custodial care who require limited verbal or physical assistance while responding to an emergency situation to complete building evacuation.

SECTION 311
STORAGE GROUP S

311.1 Storage Group S. Storage Group S occupancy includes, among others, the use of a building or structure, or a portion thereof, for storage that is not classified as a hazardous occupancy.

311.1.1 Accessory storage spaces. A room or space used for storage purposes that is less than 100 square feet (9.3 m^2) in area and accessory to another occupancy shall be classified as part of that occupancy. The aggregate area of such rooms or spaces shall not exceed the allowable area limits of Section 508.2.

tial portion of the *live/work unit* shall be limited to 10 percent of the space dedicated to nonresidential activities.

419.3 Means of egress. Except as modified by this section, the *means of egress* components for a *live/work unit* shall be designed in accordance with Chapter 10 for the function served.

419.3.1 Egress capacity. The egress capacity for each element of the *live/work unit* shall be based on the occupant load for the function served in accordance with Table 1004.1.2.

419.3.2 Spiral stairways. *Spiral stairways* that conform to the requirements of Section 1011.10 shall be permitted.

419.4 Vertical openings. Floor openings between floor levels of a *live/work unit* are permitted without enclosure.

[F] 419.5 Fire protection. The *live/work unit* shall be provided with a monitored *fire alarm* system where required by Section 907.2.9 and an *automatic sprinkler system* in accordance with Section 903.2.8.

419.6 Structural. Floors within a *live/work unit* shall be designed for the live loads in Table 1607.1, based on the function within the space.

419.7 Accessibility. Accessibility shall be designed in accordance with Chapter 11 for the function served.

419.8 Ventilation. The applicable *ventilation* requirements of the *Florida Building Code, Mechanical* shall apply to each area within the *live/work unit* for the function within that space.

419.9 Plumbing facilities. The nonresidential area of the *live/work unit* shall be provided with minimum plumbing facilities as specified by Chapter 29, based on the function of the nonresidential area. Where the nonresidential area of the *live/work unit* is required to be *accessible* by the *Florida Building Code, Accessibility,* the plumbing fixtures specified by Chapter 29 shall be *accessible.*

SECTION 420
GROUPS I-1, R-1, R-2, R-3 AND R-4

420.1 General. Occupancies in Groups I-1, R-1, R-2, R-3 and R-4 shall comply with the provisions of Sections 420.1 through 420.6 and other applicable provisions of this code.

420.2 Separation walls. Walls separating *dwelling units* in the same building, walls separating *sleeping units* in the same building and walls separating *dwelling* or *sleeping units* from other occupancies contiguous to them in the same building shall be constructed as *fire partitions* in accordance with Section 708.

420.3 Horizontal separation. Floor assemblies separating *dwelling units* in the same buildings, floor assemblies separating *sleeping units* in the same building and floor assemblies separating *dwelling* or *sleeping units* from other occupancies contiguous to them in the same building shall be constructed as *horizontal assemblies* in accordance with Section 711.

420.4 Smoke barriers in Group I-1, Condition 2. Smoke barriers shall be provided in Group I-1, Condition 2, to subdivide every story used by persons receiving care, treatment or sleeping and to provide other stories with an occupant load of 50 or more persons, into no fewer than two smoke compartments. Such stories shall be divided into smoke compartments with an area of not more than 22,500 square feet (2092 m^2) and the distance of travel from any point in a smoke compartment to a smoke barrier door shall not exceed 200 feet (60 960 mm). The smoke barrier shall be in accordance with Section 709.

420.4.1 Refuge area. Refuge areas shall be provided within each smoke compartment. The size of the refuge area shall accommodate the occupants and care recipients from the adjoining smoke compartment. Where a smoke compartment is adjoined by two or more smoke compartments, the minimum area of the refuge area shall accommodate the largest occupant load of the adjoining compartments. The size of the refuge area shall provide the following:

1. Not less than 15 net square feet (1.4 m^2) for each care recipient.
2. Not less than 6 net square feet (0.56 m^2) for other occupants.

Areas or spaces permitted to be included in the calculation of the refuge area are corridors, lounge or dining areas and other low-hazard areas.

[F] 420.5 Automatic sprinkler system. Group R occupancies shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.2.8. Group I-1 occupancies shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.2.6. Quick-response or residential automatic sprinklers shall be installed in accordance with Section 903.3.2.

[F] 420.6 Fire alarm systems and smoke alarms. Fire alarm systems and smoke alarms shall be provided in Group I-1, R-1, R-2 and R-4 occupancies in accordance with Sections 907.2.6, 907.2.8, 907.2.9 and 907.2.10, respectively. Single- or multiple- station smoke alarms shall be provided in Groups I-1, R-2, R-3 and R-4 in accordance with Section 907.2.11.

SECTION 421
HYDROGEN FUEL GAS ROOMS

[F] 421.1 General. Where required by the *Florida Fire Prevention Code*, hydrogen fuel gas rooms shall be designed and constructed in accordance with Sections 421.1 through 421.7.

[F] 421.2 Definitions. The following terms are defined in Chapter 2:

GASEOUS HYDROGEN SYSTEM.

HYDROGEN FUEL GAS ROOM.

[F] 421.3 Location. Hydrogen fuel gas rooms shall not be located below grade.

[F] 421.4 Design and construction. Hydrogen fuel gas rooms not classified as Group H shall be separated from other areas of the building in accordance with Section 509.1.

[F] 421.4.1 Pressure control. Hydrogen fuel gas rooms shall be provided with a ventilation system designed to

Short-Term Rentals

PRIORITY STATEMENT:

The Florida League of Cities **SUPPORTS** legislation that restores local zoning authority with respect to short-term rental properties, thereby preserving the integrity of Florida's residential neighborhoods and communities. The Florida League of Cities **OPPOSES** legislation that preempts municipal authority as it relates to the regulation of short-term rental properties.

BACKGROUND:

In 2011, the Florida Legislature prohibited cities from regulating short-term vacation rentals. A short-term vacation rental is defined as a property that is rented more than three times a year for less than 30 days at a time. The legislation passed in 2011 included a provision that "grandfathered" any ordinance regulating short-term rentals prior to June 1, 2011. Since that time, a number of cities, both "grandfathered" cities and those that did not have an ordinance in place, have experienced problems with these properties. The effect of the 2011 law is that two separate classes of cities were created respective to short-term rentals, those with Home Rule authority and those without.

In 2014, the Legislature passed SB 356 (Thrasher), which diminished the preemption on short-term rentals. The 2014 law allows local governments to adopt ordinances specific to these rentals so that they can address some of the noise, parking, trash and life-safety issues created by their proliferation in residential neighborhoods. Unfor-

ILLUSTRATIONS: GETTY.COM

ILLUSTRATION © GETTY.COM

Only 3% of Floridians use some form of public transit — virtually unchanged since 2013.

Source: Florida Department of Transportation.

To compound the problem, the federal gas tax was last increased in 1997, the state gas tax in 1943, the county gas tax in 1941 and the municipal gas tax in 1971. The Fuel Sales Tax and the State Comprehensive Enhanced Transportation System Tax, which are the State of Florida's portion of the motor fuel tax rates, are adjusted once a year to account for inflation. A major portion of transportation funding flows to municipalities through county, state and federal taxes on gasoline. Allowing municipalities the ability to index their local motor fuel tax rates is one way to provide greater flexibility to fund their unique transportation needs.

While the federal, state and county governments have a variety of tools available to address transportation funding, municipalities have limited revenue options for funding transportation projects. For example, charter counties may currently hold a referendum on whether to impose up to a 1 percent sales tax to fund transportation infrastructure projects. Recently, voters in Hillsborough County passed such a tax that will be in effect for 30 years and raise about $9 billon over that time period. Giving municipalities the same transportation revenue options would create a new funding mechanism.

Transportation projects are often the catalyst for economic development and the result of growth within a community. As municipalities lack options to increase revenue and continue to struggle to fund local transportation projects, increased and alternative funding sources at the state level are a necessity. ■

tunately, SB 356 left in place existing statutory language stating that cities cannot "prohibit" short-term rentals or regulate the duration or frequency of the rental.

Those cities fortunate enough to have had an ordinance in place prior to the 2011 preemption are still allowed to regulate short-term rentals, but the question remains whether these ordinances will continue to be valid if amended. Some city attorneys believe these ordinances are "frozen" and any future amendments would cause a loss of the "grandfather." The problem with this is twofold. First, with the rise of popular rental websites like Vacation Rental by Owner (VRBO) and AirBnB making it easier to advertise and rent these properties, the number of properties used as short-term rentals in Florida has exponentially increased in the last four years. Second, as a result of this enormous growth in the rental market, the scope of the problem has changed and ordinances adopted before 2011 may no longer be effective.

It is important to note that many of Florida's larger cities (with a larger professional staff) fell into the grandfathered category. They have retained the ability to regulate these properties through zoning and may have duration and frequency requirements. Some of these cities may want to amend their ordinances to adjust to a changing problem. They are reluctant to do so out of fear of losing their existing ordinance and with it their Home Rule authority relating to short-term rentals. Recognizing that the ordinances on the books are no longer effective, cities want the ability to come up with solutions that work for their respective community, but because of the potential loss of the "grandfather," they are unable to do so. It is important to note that any potential amendments to existing ordinances would be vetted through numerous public hearings that allow neighboring homeowners, short-term rental owners, property managers and local businesses to weigh in on proposed legislation.

Cities without short-term rental regulations in place prior to June 1, 2011, have had their zoning authority stripped and are now seeing these rentals completely overtaking residential neighborhoods. Long-time residents are moving out as a result, and the residential character of traditional neighborhoods is slowly being destroyed.

The impacts of problematic short-term rentals on neighboring residents are felt in a number of ways:

The Hotel Next Door – Commercial Activity in Residential Neighborhoods

Houses that sleep 26 people are now present in what were once traditional neighborhoods. Because of the inability to regulate the duration of a renter's stay, these houses could experience weekly, daily or even hourly turnover. Obviously, the constant turnover of renters creates a number of issues for cities and neighboring property owners. Prior to the preemption, local governments were able to regulate this activity through zoning. Short-term rentals have become increasingly popular in the last five years. Because a city cannot "prohibit" these properties, they are powerless to exclude them from residential neighborhoods. As a result, investors, many of whom are located out of state or even in a different country, have purchased or built single-family homes with the sole intent of turning them into short-term rentals.

Cities use zoning as a tool to prepare for their future growth and also use it to control where commercial and residential properties are located. Hotels have different infrastructure needs than single-family residential properties. As residential neighborhoods are developed, the infrastructure installed is designed for the future use of the properties. Many neighborhoods have infrastructure in place with capacity for up to eight people per house. Now there are houses in these very same neighborhoods that sleep more people than the number originally planned

THE BERT J. HARRIS, JR., PRIVATE PROPERTY RIGHTS PROTECTION ACT: AN OVERVIEW, RECENT DEVELOPMENTS, AND WHAT THE FUTURE MAY HOLD

Vol. 89, No. 8 September/October 2015 Pg 49 Amber L. Ketterer and Rafael E. Suarez-Rivas

City, County and Local Government

Florida is a state that provides relief to private landowners when a law, regulation, or ordinance inordinately burdens, restricts, or limits private property without amounting to a taking under the U.S Constitution.[1] The State of Florida enacted the Bert J. Harris, Jr., Private Property Rights Protection Act in 1995, which provides a specific process for landowners to seek relief when their property is unfairly affected by government action. Under the act, a claim exists if a governmental entity *inordinately burdens* an *existing use* of real property or a *vested right to a specific use* of real property.[2] The act was subsequently amended in 2008 and 2011. The amendments were principally done to expedite the claims process and clarify the application of the act. The amendments also appeared on their face to extend protection, making it less stringent to landowners. In 2009, the First District Court of Appeal in *City of Jacksonville v. Coffield* 18 So. 3d 589 (Fla. 1st DCA 2009), said "[w]e have found no case in which an appellate court has affirmed relief granted pursuant to the [a]ct." While the courts extended protection since then, cases continue to indicate that the courts conservatively construe the act so as not to expose local government to a massive amount of liability. There is new legislation and recent court cases that will have a significant effect on the way Harris Act claims are handled in the judicial system.

In addition, despite the amendments and various court opinions regarding the act, there appears to be a great deal of ambiguity as to what is protected under the act, how it should be applied, and what exactly constitutes a vested right, an existing use, or an inordinate burden. While the cases and the act itself provide some guidance, it is simply not clear at this time. The new legislation that attempts to further clarify the application of the act and the recent case of *City of Jacksonville v. Smith*, 2015 WL 798154 (Fla. 1st DCA 2015), that certified a major Bert J. Harris Act issue to the Florida Supreme Court evidences such.[3] As for now, the trend in the appellate courts appears to be conservative and results in favorable rulings for local government entities, cautioning landowners. The new legislation and recent court cases may change that trend to some degree.

Timing and the "As-Applied" Issue

Attorneys should be mindful of the strict procedural prerequisites of the act, and aware of the courts' evolving interpretations regarding how they apply. The first requirement to keep in mind is the initial requirement for a timely claim and subsequent lawsuit. The act provides that a claim (versus a lawsuit) must be presented to the governmental agency within one year from the time the law or regulation is *first applied* by the governmental entity to the property at issue.[4] The 2011 amendment further provides that the one-year statute of limitations not only accrues once the law or regulation is first applied, but also when notice is provided by mail to the property owner informing him or her that the regulation may impact the landowner's property rights and that the landowner may only have one year from receipt of the notice to pursue any rights .[5] Otherwise, the clock starts to tick when there is a formal denial of a written request for development or variance, although there is some ambiguity as to when the denial takes effect .[6]

Generally, a regulation is first applied to a property when the impact of that regulation is readily ascertainable to the property owner.[7] If the impact of a new law or regulation is readily ascertainable to the property owner when the regulation is implemented, a claim under the act must be submitted within one year of that new regulation's enactment.[8] Further, the timeline for submitting a claim and the four-year statute of limitations is also tolled if the landowner seeks relief from the government action via administrative or judicial proceedings.[9]

However, there are some instances when the impact of a governmental regulation cannot be determined prior to the submission of an actual development permit.[10] The definition of what constitutes a development permit is provided in the Community Planning Act.[11] For example, in *Wendler v. City of St. Augustine*, 108 So. 3d 1141 (Fla. 5th DCA 2013), the city amended an ordinance, authorizing the Historical Architectural Review Board to deny demolition or relocation requests for certain structures, including those on the plaintiff landowner's property. The court ruled that the amendment was not readily ascertainable to the Wendlers as the amendment was general and only potentially applied to the Wendlers' property. As the city retained significant discretion to grant or deny a permit, the amendment was not reasonably ascertainable to property owners at the time of enactment. As such, the court found that the impact of the ordinance was not readily ascertainable until the Wendlers' permit applications were denied. Thus, because they filed their claim within one year after their permit application was denied, their claim was timely.[12]

The Second District also recently discussed the "as-applied" issue in *P.I.E., LLC v. Desoto County*, 133 So. 3d 577 (Fla. 2d DCA 2014). In *P.I.E*, the trial court dismissed the Harris Act action because it was filed more than one year after the board's vote to deny the development permit. The appellate court reversed the dismissal and remanded with instruction to determine what date the board's denial of the permit took effect, whether it took effect the day the commission voted or the day the denial was reduced to writing. It was a factual determination for the trial court to make. It is suggested that the Third District Court of Appeal would rely on its decision in the case of *5220 Biscayne Boulevard LLC and City of Miami v. Stebbins, et al.*, 937 So. 2d 1189 (Fla. 3d DCA 2006), in which the court held that in a non-Harris Act case, for purposes of an appeal, a development order was effective when the city clerk received the written development order approved by the city commission. In *Stebbins*, the date of rendition was held to be when the order is finalized and filed of record, by analogy to a final order of a court.

The most recent case to discuss yet another issue involving the "as-applied" language is *Smith*, which certifies a question to the Florida Supreme Court. In *Smith*, the plaintiffs claimed that the establishment of a fire station for the City of Jacksonville inordinately burdened their property, as the city-owned property originally contained a deed restriction limiting the use of the property to leisure and recreation for employees of the county. Jacksonville then obtained a deed cancellation and re-zoned the property to allow for a fire station. The Smiths intended to market their property as a luxury home site. In this case, no new law, regulation, or ordinance was *directly* applied to the Smiths' property. However, Jacksonville passed an ordinance allowing for new or different use of an adjacent property, which the Smiths contended was the specific action that inordinately burdened their property. While ruling in favor of Jacksonville and holding that the Harris Act was not intended to capture so broadly government action, the court certified the question: "May a property owner maintain an action pursuant to the Harris Act if that owner has not had a law, regulation, or ordinance directly applied to the owner's property which restricts or limits the use of the property?"[13]

The First District's opinion in *Smith* is 31 pages long and consists of lengthy, clear, and logical analysis from each side, a majority, and dissent. The majority in *Smith* maintains that "[t]he [a]ct contains no language to indicate that it intends to create a whole new class of takings to claimants who do not have to demonstrate that a governmental law, rule, or regulation had been applied to their property...."[14] The majority references the language of the act and an attorney general opinion. The act specifies that the government action must be *directly applied* to the claimant's property in order to maintain an action.[15] Further, it explicitly states that the government action must

directly restrict or limit the use of the property.[16] The attorney general declared that the legislative intent and the plain language of the act require the regulation at issue be directly applied to the subject property.[17] Thus, due to the clear and specific language used in the statute, it does not appear that the legislature contemplated extending the protection to real property that may be incidentally affected by a governmental action directed at a separate, specific property.[18] Allowing such protection would severely affect the functioning of government action and has the potential to open the floodgates for claims under the act.[19] The court leaves it to the legislature to expand the scope of the act to include such claims.[20]

The dissent interprets the "as applied" and "directly restricted" language of the act more broadly. The dissent is of the opinion that these phrases simply mean causation, specifically, whether the government action immediately and detrimentally affected the value of the property without any other contributing factors.[21] Thus, it would follow that the landowners in *Smith* would be entitled to relief under the act because their property was directly and adversely affected by the governmental action.[22] The second dissent interprets the word "affects" as a broad concept and indicates that the act does not provide any limited definition. Thus, the city's actions in this case affected the Smiths' property, resulting in loss, and the act applies.[23]

It would probably be surprising to many, especially government entities, if the Florida Supreme Court strayed from the First District's majority reasoning and ruling in *Smith*.[24] In the event that it answers this question in the affirmative, it would mean potentially broadening the Harris Act protection exponentially. Government entities would be forced to look back at all of the regulations implemented in at least the past year and defend Harris Act cases they thought could never have existed. It would also force them to tediously opine on how every single piece of property could possibly be affected by any regulation implemented. While the legislature surely wanted to have the government be mindful of their regulations and how they would affect real property, the type of burden that ruling would create is probably beyond their intent. However, the *Smith* court provides both sides with clear and logical reasoning to back it up. Before the Florida Supreme Court has the opportunity to opine on this important issue regarding the "as-applied" language that was ironically added in the 2011 amendment for clarification purposes, it appears the new legislation may have answered the question for them.

One of the few bills to make it out of the 2015 legislative session was an amendment to the act. One of the amendments to the act specifically addresses the issue discussed in *Smith* — which property owner can maintain a cause of action against the government action at issue. The Florida Legislature has amended the definition of "property owner" and "real property" for the purposes of the act. Property owner was amended to include, "the real property that is *the subject of and directly impacted by* the action of a governmental entity . "[25] Additionally, "real property" as defined in the act was amended to include, "only parcels that are the *subject of and directly impacted* by the act of the governmental entity."[26] Such language now clarifies that a property owner adjacent to the alleged government action could not maintain a cause of action pursuant to the act. Similar to the property owners in *Smith,* a property owner affected incidentally to the government action would not maintain a cause of action, as the Smiths were not the owners of the property that were the *subject of* the government action .

Vested Right and Existing Use

Another issue that exists in Harris Act claims are the definitions of "vested right" and "existing use." While the act defines the terms, it also provides that the circuit court shall determine whether an existing use of the real property or a vested right to a specific use of the real property existed. Thus, it gives some guidance, but recognizes that the determination is made on a case-by-case basis and is in the hands of the courts. According to the act, a vested right is determined by applying principles of equitable estoppel or Florida statutory law. Under the principles of equitable estoppel, a property owner has a vested right if he or she 1) in good faith; 2) upon some act or omission of the government; and 3) has made such a substantial change in position or has incurred such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the right he acquired.[27] In *Citrus County v. Halls River Dev., Inc.* 8 So. 3d 413 (Fla. 5th DCA 2009), the Fifth District reversed the trial court and ruled that there is no vested right to intended use of the property based on equitable estoppel, despite the county's erroneous advice about the property's permitted uses, as the doctrine of estoppel does not apply to transactions that are forbidden by law or contrary to public policy.[28] The governmental agency would need to reasonably lead the landowner to believe he or she had the right, and that may be difficult to prove. The Fifth District recently ruled in *Town of Ponce Inlet v. Pacetta, LLC.*, 120 So. 3d 27 (Fla. 5th DCA 2013), that there was no equitable estoppel when claimant attempted to develop 16 acres that would require changes to the Comprehensive Land-Use Program, and when there were four years of communications and representations between the planning department, citizens, and its council to approve, but the town did not make the changes.[29]

An "existing use" is defined by the act as:

> *An actual, present use or activity on the real property, including periods of inactivity which are normally associated with, or are incidental to, the nature or type of use; or activity or such reasonably foreseeable, non-speculative land uses which are suitable for the subject real property, and compatible with adjacent land uses and which have created an existing fair market value in the property greater than the fair market value of the actual, present use or activity on the real property.*

A time-limited permit cannot create a reasonable expectation that the specially permitted use will be allowed to continue indefinitely.[30] If government entity and landowner were both mistaken about the use of the property and the use was actually not legal, then there was no existing use.[31] The use needs to be one that is reasonably foreseeable and nonspeculative.[32]

Inordinate Burden

According to the Harris Act, an inordinate burden occurs when a governmental action directly restricts or limits the use of real property such that the owner is unable to attain the reasonable, investment-backed expectation for the existing use or vested right to a specific use; temporary burdens or those impacts caused by governmental action to remediate a public nuisance are not included. The express language of the act indicates that it only applies to as-applied challenges, which brings us back to the above discussion. Until a development plan is submitted, a court cannot determine whether government action has inordinately burdened the property. Thus, a property owner cannot bring a claim until he has applied for a development permit approval and the approval is denied.[33] In addition, the act does not apply to government actions dealing with the general police power needs of its citizens, as that would severely limit the willingness of local government to act.[34] Lastly, an ordinance could expressly exempt a property, but the exemption does not in and of itself inordinately burden property.[35]

Procedural Requirements

Before a lawsuit is filed for a Harris Act claim, certain prerequisites are required under the statute. The claim itself must be submitted not less than 150 days prior to filing a lawsuit under the act and accompanied by a bona fide valid appraisal that supports the claim and demonstrates the loss.[36] T he government entity must then make a written settlement offer or state that the city will take no action. If no settlement is reached during the 150-day notice period, the government entity must issue a written statement of allowable uses identifying the allowable uses.

Failure to follow the procedures will result in a dismissal of the Harris Act claim. For example, the court in *Osceola County v. Best Diversified, Inc.*, 936 So. 2d 55 (Fla. 5th DCA 2006), denied a claim under the act because the claimants failed to submit the bona fide valid appraisal supporting the claim, which cannot be cured by filing an appraisal during the litigation.[37] A recent example is in *State v. Basford,* 119 So. 3d 478 (Fla. 5th DCA 2013), in which the court denied the Harris Act claim because the claimants did not submit the pre-suit notice as required. Despite some ambiguities in the act, the courts strictly construe the procedural requirements. The pre-suit notice requirements may be viewed in the same manner as those required in order to institute tort suits against a local government under F.S. §768.28.

Remedies

Another aspect of the act is encouragement for the parties to resolve claims by using alternative remedies. During the 150-day notice period, unless extended by agreement of the parties, the government entity must make a written settlement offer that can include adjustment of land development; increase in density, intensity, or use; transfer of developmental rights; land swaps or exchanges; mitigation, including payments in lieu of onsite mitigation; location on the least sensitive portion of the property; conditioning the amount of development or use permitted; etc.[38] Any settlement must protect the public interest served by the regulations at issue. As such, if a settlement is reached that contravenes the statute, the parties must file an action for the court to approve the settlement agreement.[39]

Once a lawsuit is filed, the court is limited to remedy *monetary* damages only.[40] However, the new legislation appears to change that ruling. In *Hussey v. Collier County*, 2014 WL 5900018 (Fla. 2d DCA 2014), the Second District held that if parties do not settle during the required pre-suit period under the act, the property owner could only bring suit for compensation. At the point of filing a lawsuit after no settlement, the only issue was whether the property owner is entitled to compensation, and, if so, how much. Thus, the remedies available under the act, including transfer of developmental rights and those remedies that would contravene statutes, were only available during the pre-suit period. This limitation is detrimental to both local governments and property owners. Local governments would be forced to use taxpayer funds when other remedies could resolve the matter and landowners may rather have the alternate remedy than monetary compensation.

The 2015 amendment to the act makes a few changes concerning remedies and settlement agreements with the local government entity. Now, it is clarified that settlement agreements pursuant to the act may take place during the 90-day notice period or after the filing of the action in court, as long as the settlement resolves all claims; thus, government entities may avoid or end litigation. Further, the 2015 amendment provides an exception to government action taken to adopt a Flood Insurance Rate Map pursuant to the Federal Emergency Management Agency. While limiting claims pursuant to the act, with said exemption, the 2015 amendment added §70.45, titled "government exactions." The added section opens entire new causes of action pursuant to the act for "conditions imposed by a governmental entity on a property owner's proposed use of real property that lacks a nexus to a legitimate public purpose."[41] It will be interesting to see which claims are brought under the new section and how the courts will interpret "legitimate public purpose" along with "conditions imposed by governmental entity."

Conclusion

The implementation of the Harris Act and the subsequent amendments clearly evidence the Florida Legislature's desire to recognize landowners' rights. However, despite the amendments' clarifications, the courts continue to struggle with the extent to which the protection extends. The courts certainly need some additional clarification from the legislature, and hopefully the new legislation will provide some. Thus far, the judiciary has made rulings to protect both landowners and local government, carrying out the assumed intent of the legislature. While the judicial system has come a long way from *Coffield*,[42] it also has to keep checks and balances so as not to expose local government to massive amounts of claims that would drain taxpayer dollars. Should the Florida Supreme Court agree with the dissent in *Smith*, it may have this effect among many others.[43]

[1] Fla. Stat. §70.001, *et seq.*, Bert J. Harris, Jr., Private Property Rights Protection Act.

[2] Emphasis added.

[3] *Smith*, 2015 WL 798154 (holding that the plaintiffs were not entitled to relief under the Harris Act because the plaintiffs' property was not itself subject to the governmental action, the case certified the following question: May a property owner maintain an action pursuant to the Harris Act if that owner has not had a law, regulation, or ordinance directly applied to the owner's property that restricts or limits the use of the property?).

[4] Fla. Stat. §70.001(11) (emphasis added); *see Citrus County v. Halls River Development, Inc.*, 8 So. 3d 413 (Fla. 5th DCA 2009) (holding, inter alia, that the claim was untimely despite plaintiff's assertion that a 2002 ordinance directly restricted its use of the property by applying the first time a 1996 amendment as to fall in within the one year statute of limitation; the court disagrees, indicating that the inordinate burden, if one exists, was created by the 1996 amendment and not by the ordinance passed in 2002).

[5] Fla. Stat. §70.001(11)(a)(1).

[6] Fla. Stat. §70.001(11)(a)(2); *see Wendler v. City of St. Augustine*, 108 So. 3d 1141 (Fla. 5th DCA 2013) (holding that the one-year period commenced on the date that a permit was denied, and that the lawsuit needed to be filed within four years of the date of denial); *see also P.I.E., LLC v. Desoto County*, 133 So. 3d 577 (Fla. 2d DCA 2014).

[7] *See Halls*, 8 So. 3d at 413.

[8] *Wendler*, 108 So. 3d at 1141 *(* citing *Halls*, 8 So. 3d at 413).

[9] Fla. Stat. §70.001(11); *Hussey v. Collier County*, 2014 WL 5900018 (Fla. 2d DCA 2014) (holding that the tolling provision applies to both the one-year and the four-year statute of limitations that applies to Harris Act claims).

[10] *Id.*

[11] Fla. Stat. §163.3164(16).

[12] *Wendler*, 108 So. 3d at 1141.

[13] *Smith*, 2015 WL 798154.

[14] *Id.*

[15] *Id.* (citing Fla. Stat. §70.001(1) (emphasis added)).

[16] *Id.* (citing Fla. Stat. §70.001(3)(e)1 (emphasis added)).

[17] *Id.* (citing AGO Fla. 95-78 (1995)).

[18] *Id.* (emphasis added).

[19] *Smith*, 2015 WL 798154.

ATTORNEY GENERAL
ASHLEY MOODY
FLORIDA OFFICE OF THE ATTORNEY GENERAL

Advisory Legal Opinion - AGO 2018-06

Print Version

Number: AGO 2018-06
Date: December 21, 2018
Subject: Municipalities - vacation rentals - dwelling unit

Mr. Nicholas Beninate
City Attorney, City of Mexico Beach
Hand Arendall Harrison Sale LLC
16901 Panama City Beach Parkway
Suite 300
Panama City Beach, Florida 32413

RE: DWELLING UNIT – VACATION RENTALS – MUNICIPALITIES –
§ 509.032(7) does not prohibit a municipality from allowing an accessory building to be used only as a sleeping facility, because such building does not constitute a "dwelling unit," which is a building where people can live and can thus be used as a vacation rental. Accordingly, an ordinance allowing an accessory structure located on the premises of a house or dwelling unit to be used for sleeping, but prohibiting it from being independently rented out, would not be barred by § 509.032(7), Fla. Stat. (2018), because that provision bars local laws that prohibit "vacation rentals." §§ 509.032(7) and 509.242(1)(c), Fla. Stat. (2018).

Dear Mr. Beninate:

We have received your letter on behalf of the City Council of the City of Mexico Beach, requesting an opinion on the following questions:

1. Does a structure where people are permitted to sleep that is not a "dwelling unit" or "house" pursuant to local law, meet the definition of a "vacation rental" under state law, entitling it to a vacation-rental license?

2. If the answer is "no," and if a vacation-rental license has been granted for a house or dwelling unit, is it permissible under that license to conduct transient rentals of an accessory structure independent from the house or dwelling unit?

In sum:

A "sleeping facility" is not a "house or dwelling unit," and thus is not a "vacation rental" under section 509.242(1)(c), Florida Statutes (2018). Accordingly, an ordinance allowing an accessory structure located on the premises of a

house or dwelling unit to be used for sleeping, but prohibiting it from being independently rented out, would not be barred by section 509.032(7), Florida Statutes (2018), because that provision bars local laws that prohibit "vacation rentals."

Factual Background:

In the Land Development Regulations for Mexico Beach, section 2.04.00 regulates "the installation, configuration, and use of accessory structures" on property, "to ensure that they are not harmful either aesthetically or physically to residents and surrounding areas." The principal structure on a lot is "the dwelling unit, house, or commercial use located on the lot," and an "accessory structure" on the same lot is "of a nature customarily incidental and subordinate to the principal structure."[1] In residential areas, allowable accessory structures include buildings used as toolsheds, garages, storage sheds, gazebos, doghouses, bathhouses, etc.

You report that the City is considering changing the ordinances to allow accessory structures that include plumbing but prohibit kitchen facilities to be used as bedrooms or sleeping quarters. The City is not certain whether such sleeping quarters would be classified as "vacation rentals," which are regulated under chapter 509, Florida Statutes. More specifically, the City questions whether it could enact an ordinance "that would allow [an] accessory structure to be used for sleeping quarters but prohibit that accessory structure from being a stand-alone rental unit." An answer will enable the City to make an informed policy decision as to whether to change the local law.

Applicable Statutes:

Under section 509.241(1), Florida Statutes (2018), each public lodging establishment must be licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation. The regulation of public lodging establishments has been preempted to the state since 1993 under section 509.032(7), Florida Statutes.[2] A public lodging establishment is classified and defined within section 509.242, as a hotel, motel, vacation rental, nontransient apartment, transient apartment, bed and breakfast inn, and timeshare project. Your concern is whether an accessory structure used as sleeping quarters could be classified as a "vacation rental."

Until 2011, residential properties rented typically to tourists on vacation were classified as "resort condominiums" and "resort dwellings," defined in section 509.242(1)(c) and (g), Florida Statutes (1993) as follows:

"*Resort condominium.* – A resort condominium is any unit or group of units in a condominium, cooperative, or time-share plan which is rented more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented for periods of less than 30 days or 1 calendar month, whichever is less.

* * *

Resort dwelling.—A resort dwelling is any individually or collectively owned one-family, two-family, three-family, or four-family dwelling house or dwelling unit which is rented more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented for periods of less than 30 days or 1 calendar month, whichever is less."

Before June 1, 2011, local governments were enacting local laws and ordinances that restricted or prohibited the rental of residential properties as resort dwellings.[3] In Chapter 2011-119, the Legislature did two things that are pertinent to this discussion. First, they combined the terms and definitions of "resort condominium" and "resort

In these cases,[18] a dwelling is a place where people could live semi-permanently, rather than a room that people stay in temporarily. A "house or dwelling unit" is complete unto itself as a habitation and thus is suited to be rented out to guests as a vacation rental, unlike sleeping quarters.[19] Separate sleeping quarters, standing alone, may enhance the value of the principal dwelling to either a homeowner or a renter by increasing the occupancy capacity of the principal dwelling, but without more, such as a permanent area for food preparation, sleeping quarters are not a "dwelling unit" sufficient to constitute an independent "vacation rental" under section 509.242(1)(c).

It is therefore my opinion that the City of Mexico Beach may enact an ordinance allowing an accessory structure to be used as sleeping quarters but not rented out independently, without violating the preemption provision of section 509.032(7).

Question 2:

You also inquire whether the license that permits a primary dwelling to be rented out as a vacation rental could be applied instead to permit rental of an accessory sleeping structure. The language of the licensing provision, section 509.241(1), Florida Statutes (2018), and implementing rule 61C-1.002, authorize licensing of a dwelling, which as shown above, cannot be a stand-alone sleeping facility.

Section 509.241(1), provides, in pertinent part: "Each public lodging establishment ... shall obtain a license from the division. Such license may not be transferred from one place or individual to another."

Florida Administrative Code rule 61C-1.002, Licensing and Inspection Requirements, provides, in pertinent part:

"(4) Public lodging establishments as defined in section 509.013(4), F.S., are licensed in accordance with the classifications in section 509.242, F.S., and:
(a) Transient establishments – are licensed as hotels, motels, transient apartments, bed and breakfast inns, vacation rentals and timeshare projects. Vacation rentals are further classified as condominiums or dwellings. A vacation rental condominium license will be issued for a unit or group of units in a condominium or cooperative. *A vacation rental dwelling license will be issued for a single-family house*, a townhouse, or a unit or group of units in a duplex, triplex, quadruplex, or other dwelling unit that has four or less units collectively." (Emphasis added.)

Accordingly, when the Division of Hotels and Restaurants licenses a house or dwelling unit as a vacation rental, an accessory structure that only provides sleeping quarters may be included with the principal dwelling, but the dwelling license cannot be used to independently rent the accessory structure.

Sincerely,

Pam Bondi
Attorney General

PB/tebg

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[1] City of Mexico Beach, Land Development Regulations, amended Aug. 12, 2014, section 2.04.00, at 34-36. An attached structure is considered part of the principal structure rather than an accessory structure.

[2] Ch. 93-53, §1, Laws of Fla. (1993). Until 2011, the provision stated, with regard to preemption of lodging regulation: "The regulation and inspection of public lodging establishments and public food service establishments ... are preempted to the state."

[3] *See* House of Representatives Final Bill Analysis, Local & Federal Affairs Committee, CS/HB 307, p. 2, dated June 19, 2014.
[4] *See* House of Representatives Final Bill Analysis, CS/CS/CS/HB 883, pp. 3 and 5, dated June 28, 2011 ("Vacation rentals are properties generally designed for residential purposes, such as single- and -multi-family homes which are rented out to tourists on vacation. In Florida, they are divided into two main categories: resort condominiums and resort dwellings and are regulated as transient public lodging establishments. ... The bill reclassifies resort condominiums and resort dwellings as 'vacation rentals,' a new classification combining the two previous classes.").

[5] *See* House of Representatives Final Bill Analysis, Local & Federal Affairs Committee, CS/HB 307, p. 3, dated June 19, 2014.

[6] *See* Op. Att'y Gen. Fla. 16-12 (2016) (an ordinance that "could have the effect of prohibiting a statutorily eligible housing unit from being used as a vacation rental" would exceed the municipality's regulatory authority).

[7] *See, e.g., Reform Party of Fla. v. Black*, 885 So. 2d 303, 312 (Fla. 2004); *JPG Enters., Inc. v. McLellan*, 31 So. 3d 821, 824 (Fla. 4th DCA 2010).

[8] *State ex rel. Lacedonia v. Harvey*, 68 So. 2d 817, 818 (Fla. 1953) (citing *Michaels v. Township Comm. of Pemberton Tp.*, 67 A.2d 324, 327 (N.J. Sup. Ct.) ("The term 'dwelling' is one of multiple meanings. It does not always have the same sense in all cases, for it may mean one thing under an indictment for burglary or arson, another under the homestead law, another under the pauper law and another in a contract or devise.")).

[9] *Black's Law Dictionary* (10th ed. 2014). "Habitation," in turn, is defined as "[a] dwelling place; a domicile."

[10] *State ex rel. Lacedonia v. Harvey*, 68 So. 2d 817 (Fla. 1953).

[11] *Id.* at 818.

[12] 13 So. 3d 115 (Fla. 1st DCA 2009).

[13] *Id.* at 119.

[14] *Id.* at 119-20.

[15] 641 So. 2d 467 (Fla. 3d DCA 1994).

[16] *Id.* at 469.

[17] *Id.*

[18] *See also Schwarz v. City of Treasure Island*, 544 F.3d 1201, 1214-15 (11th Cir. 2008) (concluding that a drug- and alcohol-treatment halfway house was a "dwelling" and thus covered by the Fair Housing Act, wherein the

The term "dwelling house" or "dwelling" in the civil context is defined in *Black's Law Dictionary* as: "1. The house or other structure in which one or more people live; a residence or abode. 2. Real estate. The house and all buildings attached to or connected with the house."[9]

Mexico Beach Code

The Land Development Regulations of the City of Mexico Beach, section 2.00.01, define "dwelling unit" as: "A single housing unit providing complete, independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking, and sanitation."

Case Law

Florida courts have addressed the meaning of "dwelling" or "dwelling unit" in a limited number of cases. In *State ex rel. Lacedonia v. Harvey*,[10] the Florida Supreme Court was asked to decide an appeal in which a property owner argued that an addition to her apartment house was not a dwelling required to have a five-foot setback pursuant to a zoning ordinance, because the addition would be used for a business. Observing that the ordinary dictionary definition of "dwelling" was "a building used for human habitation," the Court concluded that it was plain that the municipal authorities intended that the term "should apply to all buildings 'used for human habitation' or living quarters, without regard to the number or nature of units in a particular structure, including apartment houses[.]"[11] The Court concluded that the setback requirement applied to the apartment building addition.

In *Bay County v. Harrison*,[12] Bay County approved a resort condominium development that would consist of 279 living/rental units on two acres. A nearby resident challenged the approval as violative of the Comprehensive Plan, which limited density in the area to only 15 "dwelling units" per acre. The circuit court found for the plaintiff, but the First District reversed, concluding that the density restriction for dwelling units in the Comprehensive Plan did not apply to a resort condominium. The court observed that "resort condominium" was defined in the 2007 version of section 509.242(1)(c) as a unit or group of units in a condominium rented to members of the public more than three times per year for a month or less. Based upon this definition, as well as evidence in the case, the court stated that the resort condominium was "the substantial equivalent" of a hotel, which, unlike a residence or dwelling, which one lives in, is a "permanent structure that accommodates temporary visitors."[13]

The court concluded that the density limitation of 15 dwelling units per acre was a "housing" restriction, that resort condominium units were not "dwelling units," and thus the density restriction did not apply.

"The term 'housing' carries a dimension of permanence: 'housing' is 'shelter; lodging; dwellings provided for people.' *Webster's New Collegiate Dictionary* 550 (5th ed. 1973). 'Dwelling' is 'a building or other shelter in which people live: house.' *Id.* at 352.... Both the terms 'dwelling' and 'housing' in the Plan evoke a sense of permanency – they are places where 'people live' – that could not reasonably be ascribed to a class of temporary or transient accommodations...secured by tourists on their Gulf beach vacations."[14]

In *Miami County Day School v. Bakst*,[15] the circuit court concluded, and the Third District agreed, that the houseboat of a couple who owed tuition to a school, constituted a "dwelling house," and thus was a homestead, and therefore exempt from forced sale to pay the debt. The court characterized houseboats as "self-contained living environments, designed for use as residences rather than transportation."[16] This particular houseboat was the owner's exclusive residence, had four bedrooms and three bathrooms, and was "fully equipped for occupancy and supplied with utilities via dock connections," including water and electric hookups.[17]

dwelling" under the new term "vacation rental."[4] Section 509.242(1)(c) now provides:

"A vacation rental is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project."

"Transient public lodging establishment" is defined in section 509.013(4)(a)1. as "any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 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."

Second, the Legislature expanded the preemption provision of section 509.032(7) by adding subsection (7)(b), which provided:

"A local law, ordinance, or regulation may not restrict the use of vacation rentals, prohibit vacation rentals, or regulate vacation rentals based solely on their classification, use, or occupancy. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011."

The Legislature subsequently determined that this provision was inhibiting local governments from amending existing regulations on vacation rentals for fear of invalidating them altogether. The Legislature therefore amended section 509.032(7)(b), in Chapter 2014-71, so that it now provides:

"A local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011."

The Staff Analysis indicates that under this provision as amended, local regulations or ordinances enacted prior to June 1, 2011, that prohibited or restricted vacation rentals would continue to be enforced, but that after that date, new ordinances may only address regulatory matters, such as "noise, parking, registration, and signage requirements for vacation rentals," but cannot prohibit vacation rentals or restrict the duration or frequency of such rentals.[5]

Question 1:

Because an accessory structure used only for sleeping is neither a "unit or group of units in a condominium or cooperative," nor a "single-family, two-family, three-family, or four-family house," the question is whether sleeping quarters could be considered a "dwelling unit" under section 509.242(1)(c). If so, an accessory structure used only for sleeping would constitute a "vacation rental," and the City would be barred from prohibiting a property owner from renting the structure out to guests as a house or dwelling unit independent from the principal structure on the property.[6]

There is no separate definition of "dwelling unit" as used in the definition of "vacation rental." When the meaning of a statutory term is uncertain, it should be given its plain and ordinary meaning, based upon construction of the term found in other statutory provisions, case law, and dictionary definitions.[7] As has been observed, "[t]he meaning of the word 'dwelling' may vary with the context of its usage."[8]

Dictionary

pertinent statute defined "dwelling" as "a residence," observing that "the more occupants treat a building like their home – e.g., cook their own meals, clean their own rooms and maintain the premises, do their own laundry, and spend free time together in common areas – the more likely it is a 'dwelling.'"); *Cochran v. Bentley*, 251 S.W.3d 253, 260-61 (Ark. 2007) (concluding that a two-story building, which was heated and cooled and contained an office with a telephone line, two restrooms, and a hot-water heater, was not a "dwelling," which is "a place to live in." The structure did not contain "a kitchen, shower, or living area of some sort," and thus could not "serve as a place in which to live." Instead, the owner lived in a home on the adjacent lot. The structure was therefore barred by the subdivision's restrictive covenant that allowed one dwelling per lot plus a garage and outbuildings that are "incidental to residential use of the lot.").

[19] An Internet search for short-term vacation rentals shows that there is a market for "sleeping-room only" rentals, such as a studio with a full bathroom and no kitchen. As discussed in this opinion, however, such units are not encompassed by Florida's existing definition of "vacation rental."

Florida Toll Free Numbers:
- Fraud Hotline
- Lemon Law

- Potable water shall be supplied and adequate sanitary facilities for guests. E.g., showers, handwash sinks and toilets that are connected to approved plumbing.
- Water from a nonpublic system (e.g., well) shall be sampled and tested at least annually and as required by state water quality regulations.
- The most recent sample report for the nonpublic water system shall be available upon request.
- The kitchen sink is required to have hot and cold running water under pressure.
- Ice making machines must use water from an approved source and shall be constructed, located, installed, operated, and maintained to prevent contamination of the ice.
- Ice machines for customer self-service shall be protected from contamination and equipped so the ice can be automatically dispensed.
- Units must be kept free of vermin.
- If provided:
  - Bedding and linens, sheets and pillowcases, and bedding items (e.g., mattresses, comforters and pillows) must be kept clean and in good condition.
  - Soap must be available either individually wrapped or from a dispenser.
  - Ice buckets shall be cleaned and sanitized between each guest or be provided with a sanitary single-service food-grade liner that is changed daily.

Safety

- A current Certificate of Balcony Inspection (DBPR HR 7020) must be filed with the division every three years, unless exterior balconies and stairwells are "common" elements of a condominium. (For exemption to this requirement, the licensee must provide proof to the division that these areas are common elements.) The balcony certificate is available from the Division of Hotels and Restaurants website at **http://www.myfloridalicense.com/;** by e-mail request submitted at http://www.myfloridalicense.com/contactus/; or by phone request to 850.487.1395.
- Railings shall be installed on all stairways and around all porches and steps.
- Heating and ventilation must be kept in good repair or installed to maintain a minimum of 68 degrees Fahrenheit throughout the building.
- Boiler Certificate required, if needed. (Not required if boiler is located in common area.) A water heating device is considered a boiler if it exceeds any one of the following limits: maximum heat input of 400,000 BTUH; water temperature of 210 degrees Fahrenheit; water capacity of 120 gallons.
- High hazard areas like boiler rooms and laundry rooms shall be kept clean and free of debris and flammables.
- At least one (1) approved locking device is required that cannot be opened by a non-master guest room key on all outside and connecting doors. (Cannot be a sliding chain or hook and eye type of locking device.)
- Smoke alarms must be installed in every living unit.
- Electrical wiring must be in good repair.
- A fire extinguisher must be present, properly charged and accessible.
- If present, fire alarm panel must have power and be maintained.
- Automatic fire sprinklers may be required in Vacation Rental condominiums if the majority of the rental units are located within a single building of three stories or more or greater than 75 feet in height. (If 50% or fewer of the units within the building are rented transiently, a fire sprinkler system is not required.)
- Specialized smoke alarms for the hearing impaired shall be available at a rate of one per every fifty rental units with a maximum of five required.
- Specialized smoke alarms for the hearing impaired shall be available upon request without charge.
- Must meet all local fire authority requirements.

General

- License must be current and renewed annually.
- License shall be conspicuously displayed in the office or lobby (if available) or made available upon request.
- Any change in the number of units must be reported to the division.
- License is not transferrable from one place or individual to another.
- If provided, baby cribs must meet safety standards established by the Consumer Products Safety Commission.

GUIDE TO

Vacation Rentals and Timeshare Projects

For Florida's Public Lodging Establishments

Division of Hotels and Restaurants

Florida Department of Business & Professional Regulation

www.MyFloridaLicense.com/dbpr/hr

Vacation Rentals & Timeshare Projects

The Division of Hotels and Restaurants is responsible for regulating public lodging establishments in Florida.

Florida law defines a "Public lodging establishment" as transient public lodging establishments and non-transient public lodging establishments. [Section 509.013(4), FS]

Transient public lodging establishment means "any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 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."

Vacation Rental: Vacation rentals are transient public lodging establishments defined in s. 509.242(1)(c), FS, as: any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family or four-family house or dwelling unit that is also a transient public lodging establishment, but that is not a timeshare project.

Timeshare Project: A timeshare property (as defined in Chapter 721, F.S.) that is located in Florida and is also a transient public lodging establishment. (E.g., a timeshare property that rents by the week to guests outside the timeshare community.) (509.242(1)(g), F.S.)

License Classifications

Vacation rentals and timeshare project licenses have three different classifications (61C-1.002(4)(a), F.A.C.):

- **Single License**: May include one single home or townhome, or a unit or group of units within a single building that are operated by the owner.
- **Group License**: Covers all units within a building or group of buildings in a single complex that are licensed to a licensed agent. (Multiple group licenses may be issued to different licensed agents for units located on the same property.)
- **Collective License**: Issued to a group of houses or units found in separate locations that are represented by the same licensed agent. (A collective license may have a maximum of 75 houses or units per license and is restricted to counties within one district.)

If you operate both vacation rental condominiums and vacation rental dwellings, you may not combine them on the same license in any of the three licensing categories.

Licensed Agent

A licensed agent is someone that the property owner has authorized, through a rental agreement or contract, to hold out the property for rent on a transient basis. The licensed agent does not have to hold a license from the Division of Real Estate.

Only a licensed agent can hold a group or collective license. A licensed agent may not hold a single license. The licensed agent is responsible for all violations cited during an inspection if the violations occurred while the unit or dwelling was listed under the licensed agent (or if the division records list the property under the licensed agent).

Licensing

To obtain a Vacation Rental or Timeshare Project license you need to fill out an Application for Vacation Rental or Timeshare Project License. The application packet is available at https://www.myfloridalicense.com/intentions2.asp?chBoard=true&boardid=200&SID.

The Application for License must be submitted along with the following items:

- A list of all units or houses to be licensed.
- A completed DBPR HR-7020, Certificate of Balcony Inspection if the units or houses are 3 or more stories in height and the railings, stairwells and/or balconies are not in common areas.
- Appropriate Fees: Fees are based on the number of units to be licensed. An automated fee calculator and fee tables are provided on our website at **our lodging license fee page**. You also can contact the Customer Contact Center at 850.487.1395 to obtain the correct license fee. In addition to the license fee, there is a one-time application processing fee of $50.

Licensing Exclusions

Renting a single room or rooms other than the whole unit is not classified as a public lodging and would not require a license from the Division of Hotels and Restaurants.

Also the definition of a public lodging establishment does not include (509.013(4)(b), F.S.):

- Any dormitory or other living or sleeping facility maintained by a public or private school, college, or university for the use of students, faculty, or visitors.
- Any facility certified or licensed and regulated by the Agency for Health Care Administration (AHCA) or the Department of Children and Families (DCF) or other similar place regulated under s. 381.0072, F.S. E.g., hospitals, nursing homes, assisted living facilities, sanitariums and day care centers.
- Any place renting four rental units or less, unless the rental units are advertised or held out to the public to be places that are regularly rented to transients.
- Any vacation rental or timeshare project that is rented for periods of at least 30 days or 1 calendar month, whichever is less; AND is not advertised or held out to the public as a place regularly rented for periods of less than 1 calendar month, provided that no more than four rental units within a single complex of buildings are available for rent.
- Any migrant labor camp or residential migrant housing permitted by the Department of Health (DOH); under Chapters 381.008-381.00895, F.S. or any mobile home park inspected by the Department of Health (DOH) and regulated under Chapter 513, F.S.
- Any nonprofit organization that operates a facility providing housing only to patients, patients' families, and patients' caregivers and not to the general public.
- Any apartment building inspected by the U.S. Department of Housing and Urban Development (HUD) that is designated primarily as housing for persons at least 62 years of age. This exclusion applies to individual buildings, not entire complexes (unless every building in the complex fits the criteria).
- Any roominghouse, boardinghouse, or other living or sleeping facility that may not be classified as a hotel, motel, apartment, timeshare project, vacation rental, nontransient apartment, bed and breakfast inn, or transient apartment under s. 509.242, F.S.

Sanitation

- Halls, entrances, hall/stair runners and stairways (unless common) shall be clean, ventilated, and well-lighted day and night.
- Kitchen appliances and refrigeration equipment shall be kept clean, free from odors and in good repair.
- If dishes and glassware are provided, you must sanitize them between guests. (Proper warewashing requires a three-compartment sink or commercial dishmachine; OR the operator must post a notice informing guests that the dishes and glassware have not been sanitized according to public food service establishment standards. The notice must include the specific language on the notice available from the division website at http://www.myfloridalicense.com/DBPR/hotels-restaurants/forms-publications/.)
- Toxic items must be properly stored and labeled.

Edward Roseberry

From: Edward Roseberry
Sent: Monday, August 19, 2019 5:15 PM
To: Edward Roseberry
Subject: Short term rentals

What we don't know about all those barrier island rentals, is the nature of the rental. Weekly? Monthly? Etc. Over the years...many, many years...they were seasonal rentals. Which would preclude considering them anything but 'long term', and thus, impacting the occupancy by both zoning (which evolves just like the building codes) and the building codes.

However, in fairly recent years, what with time-share, Air B&B, and other 'short term' rental options becoming more prevalent, the new problem, which we are discussing, comes into play. Short term rentals of single family homes...less than a month (30 days +/-).
As I've stated, THAT changes the use, thus the occupancy, thus the code compliance criteria.

There is a simple...relatively...fix. Homes must be rented for at least a month, to avoid the occupancy change that triggers higher code compliance items. If a home is built with the intent (which no one will acknowledge) as short term rentals, then it is clear, and requires a higher standard.

All these thousands of 'island' homes...the owners have changed the intended use, even of the zoning, by changing the time periods they rent them for. A week versus the month, or the season.

The basis of higher standards for short term rentals is that transients aren't as familiar with a residence, and thus need better protection. This applies to hotels, motels, time share, etc. Otherwise, why not just lower those standards as well? And I'm talking about the occupancy of the unit, not the number of units in the building, for this discussion.

Life safety is the concern. And although we have improved...elevated...the life safety requirements for single family over time, they still are not on the same level as required for short term rentals.

I do not feel sorry for all those island home owners that you speak of. The owners don't live there. I own investment property. Especially if the primary purpose is to rent the home.

Air B&B type rentals, with home owners living there is a bit different. And I'd accept those conditions as single family.

If the owner changes the use, thus the occupancy, as in any other modification of use...the expectation should be to protect the public, and modify the units to a higher code compliance.

To me it's simple. If the owner lives there, single family. If the owner doesn't, and rents short term, it's essentially commercial.

Thank You,

From: PLangel@slcfd.org
Subject: Re: Requesting expedited position of Building Official in writing
Date: Sep 18, 2019 at 2:08:36 PM
To: Nick & Michelle sliceofparadiseflorida@gmail.com

Nick & Michelle,

As I have mentioned to you in the past. If the building official deems your occupancy with a need to review the plans the Fire District will conduct a fire plan review. Please take a look at the Florida State Statues regarding minimum fire standards in existing buildings:

(5) With regard to existing buildings, the Legislature recognizes that it is not always practical to apply any or all of the provisions of the Florida Fire Prevention Code and that physical limitations may require disproportionate effort or expense with little increase in fire or life safety. Before applying the minimum firesafety code to an existing building, the local fire official shall determine whether a threat to lifesafety or property exists. If a threat to lifesafety or property exists, the fire official shall apply the applicable firesafety code for existing buildings to the extent practical to ensure a reasonable degree of lifesafety and safety of property or shall fashion a reasonable alternative that affords an equivalent degree of lifesafety and safety of property. The local fire official may consider the fire safety evaluation systems found in NFPA 101A: Guide on Alternative Approaches to Life Safety, adopted by the State Fire Marshal, as acceptable systems for the identification of low-cost, reasonable alternatives. It is acceptable to use the Fire Safety Evaluation System for Board and Care Facilities using prompt evacuation capabilities parameter values on existing residential high-rise buildings. The decision of the local fire official may be appealed to the local administrative board described in s. 553.73.

This is only pertaining to Florida Fire Prevention Codes. The Florida Building Codes have a complete different set of codes to follow. Let me know if you need anything.

Captain Paul Langel C.F.E.I.
Fire Marshal
Community Risk Reduction Bureau
St. Lucie County Fire District
Office: 772-621-3322|Mobile: 772-519-2112
5160 NW Milner Drive
Port St. Lucie, FL 34983

From: "Nick & Michelle" <sliceofparadiseflorida@gmail.com>

To: "Paul Thomas" <plthomas@cityoffortpierce.com>, plangel@slcfd.org, ndanaluk@gmail.com

Cc: "Nick Mimms" <nmimms@cityoffortpierce.com>

Date: 09/18/2019 08:13 AM

Subject: Re: Requesting expedited position of Building Official in writing

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Mr. Thomas & Captain Langel,

I need your opine in writing why you feel that this EXCEPTION does not apply to 715 South Ocean Drive, Unit D.

The Vacation Rentals and Timeshare Projects, division of Hotel & Restaurants printed by the Florida Department if Business Professional Regulations. Under

Safety, bullet point 11 it states verbatim," Automatic fire sprinklers may be required in Vacation Rental condominiums if the majority of rentals units are located within a single building of three stories or more or greater that 75 feet in height, (If 50% or fewer of the hits within the building are renters transiently, a fire sprinkler is not required.).

The planning board admitted that a city representative visited 715 South Ocean Drive, Unit D, in September 17, 2019 on the record. Clearly the city can assess that this a TWO story building. In addition, we are the ONLY ONE that has filed for the transient permit which constitutes .07682308%. Both of these FACTS eliminate the need for sprinklers in 715 South Ocean Unit D, Fort Pierce, FL 34949, within accordance with the Florida Department of Business & Professional Regulation.

Regards,
Michelle Longarzo
561-332-6718

Sent from my iPad

On Sep 17, 2019, at 3:46 PM, Paul Thomas <pthomas@cityoffortpierce.com> wrote:

Good afternoon Ms. Longarzo:

Per our discussion just now, we will see you tomorrow morning for payment of the $6.63 for the records research listed below. It may take a couple of days to gather the information.

Kind Regards,

Karen Murphy | Executive Assistant | City of Fort Pierce
Building Department - 100 N. US Highway 1, Ste. 205 Ft. Pierce FL 34950
Phone: 772.467.3188 Fax: 772.467.3849
kmurphy@cityoffortpierce.com

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."
Tell us how we are doing! Customer Service is a Priority for the City of Fort Pierce. Please take a moment to complete our customer service survey by following this link: http://www.cityoffortpierce.com/FormCenter/Building-6/Building-Department-Customer-Service-Fee-73

-----Original Message-----
From: Nick & Michelle <sliceofparadiseflorida@gmail.com>
Sent: Tuesday, September 17, 2019 3:12 PM
To: Paul Thomas <pthomas@cityoffortpierce.com>; Nick Mimms <nmimms@cityoffortpierce.com>
Subject: Requesting expedited position of Building Official in writing

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests

for sensitive information to IT immediately.

Mr. Thomas,

Per our lengthy discussion fat 11:07 am (22 min) today I am requesting the following:

1) The original Certificate of Occupancy for Boardwalk Condominiums 715 South Ocean Drive.

2) Copies of all permits and approval of permits for previous short term rentals at 715 South Ocean Drive from date of CO to current. As discussed, this property was previously a daily rental.

3) Provide all state, local and city regulations and laws that support your position from changing 715 South Ocean Drive Unit D, (1 of 11 attached on a single building on one communal water meter) from a residential single family home to a commercial use. Please in writing send your position as the Building Official for each one of your recommendations from the TRC Review.

Please expedite this request. Thank you for you assistance in this matter.

Rewards,
Michelle Longarzo
561-332-6718

Sent from my iPad

CITY OF FORT PIERCE, FLORIDA

F. Butler
Gmoad
F. Teate

ZONE _____

№ 002875

CERTIFICATE OF OCCUPANCY

12-29 (date issued) 1977

The requirements of the Building Code and Zoning Ordinances of the City of Fort Pierce having been complied with in the _____ (construction-alteration) of the building located at No. 715 S. OCEAN DR (street) on the land described as follows: LOT 8, 11, 12. BLK 8 2401-503-0080-000/5 OCEANVIEW S/D.

this Certificate of Occupancy is issued to K. M. BROOKS (name) and authority is hereby granted for the occupancy of said building as a 10 UNIT APARTMENT BLDG (type of occupancy) and for no other purpose

Building Permit No. 30241

Construction Cost $185,000.00

Dimensions of completed building 120'-8" X 35'-0"

I hereby agree to apply for the above certificate of occupancy when the work is completed.

CITY OF FORT PIERCE

Frank W. McCoy
Building Official

Signed X
(Owner or Owner's Representative)

DATE 8/2 1977

OPINE OF PAM BONDI -

PAM BONDI
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Opinions Section

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 245-0158 Fax (850) 922-3969
http://www.myfloridalegal.com

October 22, 2013

Mr. Albert J. Hadeed
Flagler County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

Dear Mr. Hadeed:

Thank you for contacting this office for assistance in determining whether Flagler County may intercede and stop vacation rental operations, as defined in Chapter 509, Florida Statutes, in private homes that were zoned, prior to June 1, 2011, for single-family residential use. Due to an increase in the number of homes being used as vacation rentals in Flagler County, many permanent residents in neighborhoods with vacation rentals have raised concerns about the negative effects such rentals have on their quality of life and the character of their neighborhood. You state that Flagler County has no regulations governing vacation rentals which predate the 2011 legislation.

In sum, absent the existence of a local ordinance on or before June 1, 2011, regulating the rental of vacation homes in Flagler County, section 509.032(7), Florida Statutes, preempts local regulation of lodging establishments and public food establishments to the state and precludes a local ordinance or regulation enacted after June 1, 2011, restricting the use of vacation rentals, prohibiting vacation rentals, or regulating vacation rentals based solely on their classification, use, or occupancy.

A number of county residents have argued that transient vacation rentals are a commercial activity which is a non-conforming use of a house constructed under a permit for a single-family residence and located in an area zoned for single-family residences. The county has considered this argument and concluded that a residential zoning category, in and of itself, is not sufficient to serve as a pre-existing prohibition of vacation rentals in private homes.

Section 509.032(7)(a), Florida Statutes, preempts the regulation of lodging establishments and public food establishments to the state. Subsection (b) of the statute states:

> A local law, ordinance, or regulation *may not restrict* the use of vacation rentals, prohibit vacation rentals, or regulate vacation rentals *based solely*

> *on their classification, use, or occupancy.* This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.[1] (e.s.)

A "vacation rental" is defined as "any unit or group of units in a condominium, cooperative, or time-share plan or *any* individual or collectively owned *single-family*, two-family, three-family, or four-family *house or dwelling* unit that is *also a transient public lodging establishment*."[2] (e.s.) Thus, the plain language of the statute recognizes that a single-family house or dwelling may be a "vacation rental" which is used as a transient public lodging establishment subject to regulation by the state. As this office has previously recognized, with the enactment of section 509.032(7)(b), Florida Statutes, the ability of a local government to regulate vacation rentals by enactment of an ordinance after June 1, 2011, has been preempted to the state.[3] While you have premised your question on the existence of a single-family zoning regulation in existence prior to June 1, 2011, you have also indicated that no county regulations of vacation rentals existed on that date.

This office agrees with the county's conclusion that a local zoning ordinance for single-family homes existing on or before June 1, 2011, that did not restrict the rental of such property as a vacation rental, cannot now be interpreted to do so. The clear

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[1] Section 509.032(7)(c), Fla. Stat., provides:

> Paragraph (b) does not apply to any local law, ordinance, or regulation exclusively relating to property valuation as a criterion for vacation rental if the local law, ordinance, or regulation is required to be approved by the state land planning agency pursuant to an area of critical state concern designation.

[2] Section 509.242(1)(c), Fla. Stat. *See* s. 509.013(4), Fla. Stat., defining "[p]ublic lodging establishment" for purposes of Ch. 509, Fla. Stat.:

> (4)(a) "Public lodging establishment" includes a transient public lodging establishment as defined in subparagraph 1. and a nontransient public lodging establishment as defined in subparagraph 2.
> 1. "Transient public lodging establishment" means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 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.

[3] Informal Op. to Marino, dated August 3, 2012. *Cf. City of Venice v. Gwynn*, 76 So. 3d 401 (Fla. 2d DCA 2011), in which a city's code prohibited owners of single-family dwellings in residential neighborhoods from renting their property for short periods of times; the court affirmed the city's administrative determination that owner's non-conforming use of property as a vacation rental violated city's ordinance regarding short-term rentals.

language in section 509.032(7), Florida Statutes, prohibits any local regulation on or after June 1, 2011, based upon the use of a residence as a vacation rental.

Sincerely,

Lagran Saunders
Attorney General

ALS/tsrh

☆ 715 S. OCEAN DRIVE OWNERS

	Property ID	Parcel ID	Situs	Owner	Mailing Address	City	State	Zip Code	Sale Price	Sale Date	Area (sq ft)	Bedrooms	Baths
1	15008	2401-504-0001-000-1	715 S OCEAN DR A	**Ortiz Marie**	**715 S Ocean DR, Unit Apt A**	Fort Pierce	FL	34949-3217	$110,000	03/18/2019	680	1	
2	15009	2401-504-0002-000-8	715 S OCEAN DR B	Ross Judith	3531 Eleven Mile RD	Fort Pierce	FL	34945-2502	$100	03/17/2017	680	1	
3	15010	2401-504-0003-000-5	715 S OCEAN DR C	**Bradley Kenneth L**	**715 S Ocean DR, Unit Apt C**	Fort Pierce	FL	34949-3217	$100	03/13/2015	680	1	
4	15011	2401-504-0004-000-2	715 S OCEAN DR D	Danaluk Jr Nicholas Alex	1425 SW Edinburgh DR	Port St Lucie	FL	34953-6531	$0	03/22/2019	680	1	
5	15012	2401-504-0005-000-9	715 S OCEAN DR E	Lees Linda	1927 Cypress AVE	Fort Pierce	FL	34949-3408	$86,500	02/11/2019	680	1	
6	15013	2401-504-0006-000-6	715 S OCEAN DR F	Fort Jr Augustus B	49 Woodland DR, Unit Apt 201	Vero Beach	FL	32962-3785	$92,000	07/09/2015	680	1	
7	15014	2401-504-0007-000-3	715 S OCEAN DR G	Hohlfeld Siegrun	69 Sharon Mountain RD	Sharon	CT	06069-2405	$105,000	03/01/1988	680	1	
8	15015	2401-504-0008-000-0	715 S OCEAN DR H	Hites Sr Roger J	7515 Twin Buttes DR, Unit # D-10	Pueblo	CO	81004-9761	$107,500	01/09/2018	680	1	
9	15016	2401-504-0009-000-7	715 S OCEAN DR I	Fort Jr Augustus B	2740 Night Hawk CT	Longwood	FL	32779-4845	$85,000	04/10/2015	680	1	
10	15017	2401-504-0010-000-7	715 S OCEAN DR J	Keller Deborah	5036 State Road 52	Jeffersonville	NY	12748	$65,000	04/12/2010	680	1	
11	15018	2401-504-0011-000-4	715 S OCEAN DR K	**Ehrhart Christopher E**	**715 S Ocean DR, Unit Apt K**	Fort Pierce	FL	34949-3217	$170,000	07/21/2005	680	1	
12	15019	2401-504-0012-000-1	715 S OCEAN DR L	Quintero Roberto	1404 19th Ave N	Lake Worth	FL	33460	$156,000	11/10/2003	865	2	
13	15020	2401-504-0013-000-8	715 S OCEAN DR M	Chess Margarita D	4180 N A1A Unit 401B	Fort Pierce	FL	34949	$60,800	08/30/2012	865	2	

It appears only 10 of the 13 units are owner occupied.....that means 77% are investors. They should want to support your permit.

HIGHLIGHTED ARE THE ONLY OWNERS THAT LIVE THERE.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - Danaluk Vacation Rental - 715 S. Ocean Drive, Unit D

NOTICES PROVIDED PURSUANT TO: City Code Section 22-143. Public Hearings A,B,C, & D

NOTICE BY NEWSPAPER: October 6, 2019

NOTICE BY MAIL: September 27th, 2019

NOTICE BY SIGNS: September 11th, 2019

VERIFIED BY: Vennis Gilmore **TITLE:** Planner

SIGNATURE: **DATE:** October 9, 2019

1
Tr Int Imp Trust Fund
3900 Commonwealth Blvd
Tallahassee; FL 32399-3000

2
Ft Pierce City Of
PO Box 1480
Fort Pierce; FL 34954-1480

3
Maurice Kodsi (TR)
6525 3rd ST; Unit Ste 409
Rockledge; FL 32955-5756

4
George H Muller
PO Box 3309
Fort Pierce; FL 34948-3309

5
Clementi Retirement Investments LLC
5711 NE 14th AVE
Ft Lauderdale; FL 33334-6105

6
Joseph DeFeo
3091 S Jog Rd
Greenacres; FL 33467-2005

7
Edward A Weiss
17343 10th ST
Montverde; FL 34756-3157

8
Richard E Greene
618 S Ocean DR
Fort Pierce; FL 34949-3210

9
Lawrence Drulard
620 S Ocean DR
Fort Pierce; FL 34949-3210

10
Suzanne T Felts
610 S Ocean DR
Fort Pierce; FL 34949-3210

11
Hyer Management LLC
1206 Mariner Bay BLVD
Fort Pierce; FL 34949-3608

12
Anthony Tepedino (TR)
3700 S Ocean BLVD; Unit Apt 1102
Highland Beach; FL 33487-3372

13
Mark Titone
606 Dahlia LN
Vero Beach; FL 32963-1844

14
Mark Titone
606 Dahlia LN
Vero Beach; FL 32963-1844

15
DPA Pearly Sands LLC
850 NW Federal HWY; Unit Ste 236
Stuart; FL 34994-1019

16
SAS Investment Services LLC
19C Trolley Sq
Wilmington; DE 19806-3355

17
Sun Development Tech LLC
3669 Park LN
Miami; FL 33133-6826

18
Fond De Blanc Inc
275 SW Lost River RD
Stuart; FL 34997-6294

19
Frances J Pollaci (TR)
321 S Ocean DR
Fort Pierce; FL 34949-3255

20
Richard Naugle Jr
1821 Gulfstream AVE; Unit Apt B
Fort Pierce; FL 34949-2825

21
Jessyca K Rossman
5108 Paleo Pines CIR
Fort Pierce; FL 34951-2342

22
Dario Chang (TR)
742 Granada ST
Fort Pierce; FL 34949-2821

23
Frank J Celentano Jr
1815 Melaleuca DR
Fort Pierce; FL 34949-3415

24
Louise A Brannan
6802 Tulip ST
Philadelphia; PA 19135-2406

25
Robin Whisnant
PO Box 211523
Royal Palm Beach; FL 33421-1523

26
Ann Faith Harris
28 NE 2nd NE AVE
Atlanta; GA 30317-2621

27
Donald L Botterbusch
732 Granada ST
Fort Pierce; FL 34949-2822

28
R and D Management/Investments
10380 SW Village Center DR; Unit # 333
Port Saint Lucie; FL 34987-1931

29
Gulfstream Villas Owners Assn
401 Osceola St
Stuart; FL 34994

30
James E Plumb
1771 Gulfstream AVE; Unit Apt B3
Fort Pierce; FL 34949-3540

31
John Welch Jr
1771 Gulfstream AVE; Unit Apt B4
Fort Pierce; FL 34949-3540

32
Kevin C Walsh Sr
1771 Gulfstream AVE; Unit Apt C1
Fort Pierce; FL 34949-3574

33
Joseph P Albano
1771 Gulfstream AVE; Unit Apt C2
Fort Pierce; FL 34949-3574

34
Pauline Kimple Gaskill
1771 Gulfstream AVE; Unit Apt C3
Fort Pierce; FL 34949-3574

35
Edwin H Francis
1771 Gulfstream AVE; Unit Apt C4
Fort Pierce; FL 34949-3562

36
Robert J O`Dell
702 S Ocean DR
Fort Pierce; FL 34949-3211

37
William E O`Dell
708 S Ocean DR
Fort Pierce; FL 34949-3211

38
William L Falkenhainer
423 Stobe AVE
Staten Island; NY 10306-5459

39
Boardwalk Condominium Association Inc
1100 Fort Pickens RD; Unit Apt A14
Gulf Breeze; FL 32561-3913

40
Marie Ortiz
715 S Ocean DR; Unit Apt A
Fort Pierce; FL 34949-3217

41
Judith Ross
3531 Eleven Mile RD
Fort Pierce; FL 34945-2502

42
Kenneth L Bradley
715 S Ocean DR; Unit Apt C
Fort Pierce; FL 34949-3217

43
Nicholas Alex Danaluk Jr
1425 SW Edinburgh DR
Port St Lucie; FL 34953-6531

44
Linda Lees
1927 Cypress AVE
Fort Pierce; FL 34949-3408

45
Augustus B Fort Jr
49 Woodland DR; Unit Apt 201
Vero Beach; FL 32962-3785

46
Roger J Hites Sr
7515 Twin Buttes DR; Unit # D-10
Pueblo; CO 81004-9761

47
Augustus B Fort Jr
2740 Night Hawk CT
Longwood; FL 32779-4845

48
Ricky Keller
5036 State Road 52
Jeffersonville; NY 12748

49
Christopher E Ehrhart
715 S Ocean DR; Unit Apt K
Fort Pierce; FL 34949-3217

50
Iraida L Quintero
1404 19th Ave N
Lake Worth; FL 33460

51
Margarita D Chess
4180 N A1A Unit 401B
Fort Pierce; FL 34949

52
Beach Cottage Condominium Association; Inc.
322 S Livingston AVE
Livingston; NJ 07039-3925

53
Gran Gulf LLC
22 Palmetto DR
Stuart; FL 34996-6718

54
Gran Gulf LLC
22 Palmetto DR
Stuart; FL 34996-6718

55
Gran Gulf LLC
22 Palmetto DR
Stuart; FL 34996-6718

56
Gran Gulf LLC
22 Palmetto DR
Stuart; FL 34996-6718

57
Sea Pointe Towers of Fort Pierce; a Condominium
801 South Ocean Drive #101
Fort Pierce; FL 34949

58
Craig A Walker
PO Box 29
Broomes Island; MD 20615-0029

59
Carol Kapostasy
801 S Ocean DR; Unit Apt 202
Fort Pierce; FL 34949-3380

60
Thomas Storer
18 Red Oak Way
Bridgewater; NJ 08807-2621

61
Philip J Hardwick
801S Ocean Dr Unit 204
Fort Pierce; FL 34949

62
Jesse Dowell
801 S Ocean DR; Unit Apt 205
Fort Pierce; FL 34949-3380

63
Joy H Lee
801 S Ocean Dr Apt 206
Fort Pierce; FL 34949-3380

64
John R Hawthorne
30 Church St
Bedford Hills; NY 10507

65
Olga M Bellekes
1031 Lakeshore Rd E
Oro-Medonte; ON L0L 1T0

66
Juan G Maya
10635 Ermine AVE
Boca Raton; FL 33428-4166

67
Eve-Marie Lacroix (LF EST)
801 S Ocean DR; Unit Apt 210
Fort Pierce; FL 34949-3315

68
G Jeffrey Vernis
884 US Hwy 1
North Palm Beach; FL 33408

69
Amina Chaoune
801 S Ocean Dr #302
Fort Pierce; FL 34949

70
Frank Edley (TR)
1427 Waterwood DR; Unit # 303
Lutz; FL 33559-6964

71
Anthony S Curatolo (EST)
801 S Ocean DR; Unit Apt 304
Fort Pierce; FL 34949-3380

72
Joanne Longo-Bates
801 S Ocean DR; Unit Apt 305
Fort Pierce; FL 34949-3380

73
Ronald Farmer
801 S Ocean Dr Apt 306
Fort Pierce; FL 34949-3380

74
Barbara K Maddox
3519 Rabbits Foot TRL
Lexington; KY 40503-3745

75
Ralph A Dee
801 S Ocean DR; Unit Apt 308
Fort Pierce; FL 34949-3380

76
Paul Taglieri
801 S Ocean Dr #401
Fort Pierce; FL 34949-3380

77
James R McDaniel
801 S Ocean DR; Unit Apt 402
Fort Pierce; FL 34949-3380

78
Dennis A Fein
801 S Ocean DR; Unit Apt 403
Fort Pierce; FL 34949-3380

79
Peter W Marovich
1801 Ols Eagle Lake Rd
Bartow; FL 33830

80
Elizabeth Berg
801 S Ocean Dr Apt 405
Fort Pierce; FL 34949-3380

81
Beverly Ginelli
801 S Ocean DR; Unit Apt 406
Fort Pierce; FL 34949-3380

82
Erskins L Searles Sr
801 S Ocean DR; Unit Apt 407
Fort Pierce; FL 34949-3380

83
Mary Chiffy 2014 Living Trust
23 Deerpath Dr
New Hartford; NY 13413

84
Barton J Hodge
801 S Ocean DR; Unit Apt 409
Fort Pierce; FL 34949-3381

85
Ralph Radtke
801 S Ocean DR; Unit Apt 410
Fort Pierce; FL 34949-3381

86
Larry E Greenwald
804 Brookwood DR
Lakeland; FL 33813-1701

87
Sheer Garcia
801 S Ocean DR; Unit Unit 502
Fort Pierce; FL 34949-3381

88
Bernice Gundling
801 S Ocean Dr Apt 503
Fort Pierce; FL 34949-3381

89
James W Dristiliaris
801 S Ocean Dr Apt 504
Fort Pierce; FL 34949-3381

90
Sharon L Rogers
801 S Ocean DR; Unit Apt 505
Fort Pierce; FL 34949-3381

91
Charles V Lacroix
85 Cherry St
Spencer; MA 01562

92
Christopher G Helwig
PO Box 519
Bolivar; OH 44612-0519

93
John Dillon Jr
775 Sunset Dr
Eagan; MN 55123

94
Bruce W Kinggard
17120 SW 83rd Ct
Miami; FL 33157

95
Anthony Sorrenti (LF EST)
801 S Ocean DR; Unit Apt 601
Fort Pierce; FL 34949-3381

96
Lloyd J Welch (TR)
801 S Ocean DR; Unit Apt 602
Fort Pierce; FL 34949-3381

97
Nicholas G Vlachos (TR)
801 S Ocean Dr 603
Fort Pierce; FL 34949-3381

98
Rose C Kovary (LF EST)
297 Evergreen Ave
Huntington Station; NY 11746-4536

99
Adams Housing LLC
504 S Camden AVE
Fruitland; MD 21826-1217

100
Gerald B Green
801 S Ocean DR; Unit Apt 606
Fort Pierce; FL 34949-3381

101
Alan E Maynard
801 S Ocean Dr Apt 607
Fort Pierce; FL 34949-3381

102
Dennis Fano
2219 SW Balata TER
Palm City; FL 34990-4331

103
Rocco Femia
44 S Hills Dr
New Hartford; NY 13413-3102

104
Doreen Moran
801 S Ocean DR; Unit Apt 610
Fort Pierce; FL 34949-3381

105
Robert Idzior
110 Cimmaron DR
Palm Coast; FL 32137-8929

106
J Fred Jackson (TR)
801 S Ocean DR; Unit Apt 702
Fort Pierce; FL 34949-3381

107
Patrick S Helwig
P O Box 613
Zoar; OH 44697

108
Wesley Charles Knepp
801 S Ocean DR; Unit Apt 704
Fort Pierce; FL 34949-3381

109
Philip A Capen
801 S Ocean Dr Unit 706
Fort Pierce; FL 34949-3381

110
Mary A Hakim
801 S Ocean DR; Unit Apt 707
Fort Pierce; FL 34949-3382

111
Mary Ann Durkin
8859 Manchester AVE
Philadelphia; PA 19152-1514

112
Phillip Preedy
40 Berwyn Rd Richmond
Richmond Surrey TW10 585

113
Audrey Mooney (LF EST)
801 S Ocean Dr # 710
Fort Pierce; FL 34949

114
Mike Stephens
22 Parkwood DR
Davenport; IA 52803-2324

115
John Bruyere
646 S Main ST; Unit Apt 3
Du Bois; PA 15801-1197

116
Elizabeth Mary Petermeier
801 S Ocean DR; Unit Apt 803
Fort Pierce; FL 34949-3382

117
Richard B Lounsberry
801 S Ocean Dr Unit 804
Fort Pierce; FL 34949-3382

118
Charles T Day Jr (TR)
801 S Ocean DR; Unit Apt 807
Fort Pierce; FL 34949-3382

119
Nancy Lee McCaskill (TR)
801 S Ocean Dr # 808
Fort Pierce; FL 34949

120
Steven C Maldonado
815 Bayside Ln
Weston; FL 33326

121
Kathleen F Broe
801 S Ocean DR; Unit Apt 810
Fort Pierce; FL 34949-3382

122
Barbara Strafella
801 S Ocean DR; Unit Apt 901
Fort Pierce; FL 34949-3382

123
Richard Mentzel
11244 NW 10th Manor
Coral Springs; FL 33071

124
David Hudon
801 S Ocean DR; Unit Apt 903
Fort Pierce; FL 34949-3382

125
Daniel Dahill
11 Tupelo Ln
East Islip; NY 11730

126
Dolores E Semler
914 SE 25th TER; Unit Apt 905
Cape Coral; FL 33904-2916

127
William Trewhella
801 S Ocean Dr Unit 907
Fort Pierce; FL 34949-3382

128
Anthony K Froitzheim
18 Windsor Rd
Baldwin; NY 11510-2944

129
Paul H Knight
31 Orchard Close
Grantham, Lincolnshire NG31 8HD

130
Arthur Demarchis (TR)
7 Westerly Rd
Ossining; NY 10562-4108

131
Graham Stikelether
801 S Ocean Dr Apt 1001
Fort Pierce; FL 34949-3382

132
Beverly D Butt (LF EST)
801 S Ocean DR; Unit Apt 1002
Fort Pierce; FL 34949-3382

133
William Below (TR)
801 S Ocean DR; Unit Apt 1003
Fort Pierce; FL 34949-3382

134
Mary M Hassel
801 S Ocean DR; Unit # PH104
Fort Pierce; FL 34949-3315

135
James D Epperlein
801 S Ocean DR; Unit Ph 105
Fort Pierce; FL 34949-3315

136
Lee E Keller
801 S Ocean Dr Apt 1006
Fort Pierce; FL 34949-3383

137
Anthony Stephen Reagan
801 S Ocean DR; Unit Apt 1007
Fort Pierce; FL 34949-3383

138
Sharon L Pellizzari
801 S Ocean DR; Unit Apt 1008
Fort Pierce; FL 34949-3383

139
Paul Marshall
801 S Ocean DR; Unit # PH109
Fort Pierce; FL 34949-3315

140
James G Brown Jr
4013 Glenridge St
Kensington; MD 20895-3708

141
Dean King
801 S Ocean DR; Unit Apt 1101
Fort Pierce; FL 34949-3383

142
Frank Blandino
900 Egret Ave
Fort Pierce; FL 34982-8323

143
Donna G Shepherd (TR)
801 S Ocean DR; Unit Apt 1103
Fort Pierce; FL 34949-3315

144
Heidi Elgert Dale
801 S Ocean DR; Unit # PH204
Fort Pierce; FL 34949-3315

145
Robert J Belgau
801 S Ocean DR; Unit Unit 1105
Fort Pierce; FL 34949-3383

146
Fannie Berg (TR)
801 S Ocean DR; Unit Apt 1106
Fort Pierce; FL 34949-3383

147
Eva G Heifetz (LF EST)
801 S Ocean DR; Unit Apt 1107
Fort Pierce; FL 34949-3383

148
Rodney B Merrifield
801 S Ocean DR; Unit Apt 1108
Fort Pierce; FL 34949-3383

149
Brenda L Wilson
801 S Ocean Dr #1109
Fort Pierce; FL 34949-3315

150
Cheryl Cassamasse
801 S Ocean DR; Unit Apt 1110
Fort Pierce; FL 34949-3383

151
Lynne Callagy
801 S Ocean DR; Unit Apt 1203
Fort Pierce; FL 34949-3383

152
Jean A Knapp
801 S Ocean Dr Apt 1204
Fort Pierce; FL 34949-3383

153
David Hudon
801 S Ocean DR; Unit PH305
Fort Pierce; FL 34949-3315

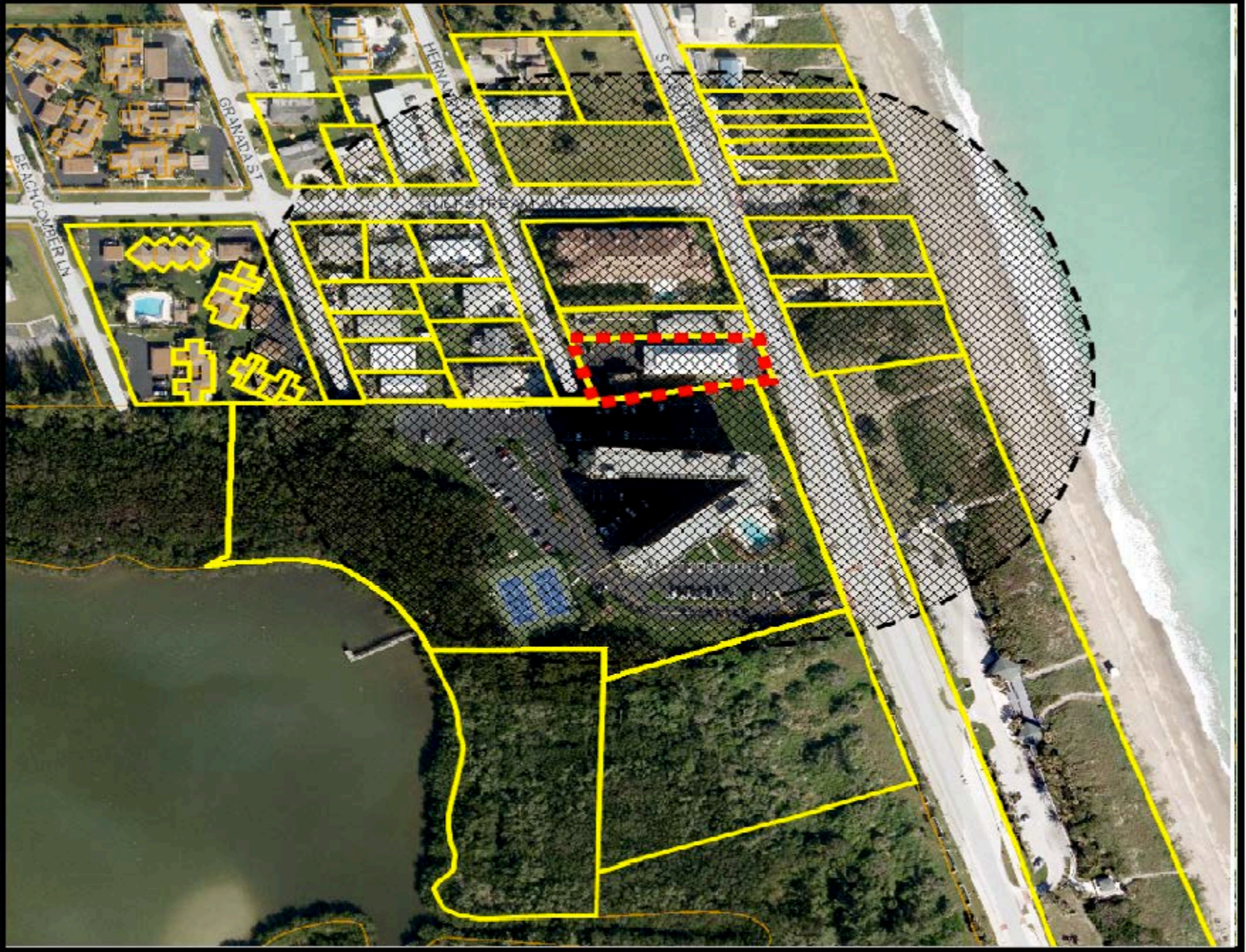
154
Timothy R Kline
801 S Ocean Dr # 1206
Fort Pierce; FL 34949-3383

155
David M Lamos
805 Delaware Ave
Fort Pierce; FL 34950

156
Robert B Russell
173 Lake Shore DR
Toronto; ON M8V 2A1

157
Richard E Jarvis
14 Pemberton TRL
Plymouth; MA 02360-3597

158
June E Cumings
801 S Ocean DR; Unit Apt 1210
Fort Pierce; FL 34949-3383



Location Map

715 S. Ocean Drive, Unit D

Danaluk Vacation Rental

THE SUNRISE CITY
FORT PIERCE
Florida

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

RECEIVED
OCT 11 2019
CITY CLERK'S OFFICE

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Piercein 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.

October 6, 2019

Subscribed and sworn to before on October 7, 2019:

Tara Mondloch
Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $143.52
Ad No: 0003823657
Customer No: 1330884
PO #:

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINC

The City Commission of the City of Fort Pierce, Florida, pursuant to City Code Sections 22-75, 22-76, and 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, October 21, 2019 hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider the following:

1.Review and approval of an application for Conditional Use with New Construction & Design Review submitted by Property Owners,Anne Supina & Sandra Twoey, & Representative, Architectonic Inc, to construct a single family home seaward (east) of the Coastal Construction Control Line (CCCL), located at 1912 Surfside Drive in Fort Pierce, FL. The property is zoned Single Family Low Density (R-1) Parcel ID: 2412-501-0121-000-3.

2.Review and approval of an application for Conditional Use with New Construction & Design Review submitted by Property Owner, Surfside Equities, LLC, & Representative, Braden & Braden, to construct a single family home seaward (east) of the Coastal Construction Control Line (CCCL), located at 1814 Surfside Drive in Fort Pierce, FL. The property is zoned Single Family Low Density (R-1) Parcel ID: 2412-501-0124-000-4.

3.Application for Conditional Use with No New Construction submitted by property owner, Nicholas Danaluk Jr. and applicant, Michelle Longarzo to establish a Vacation Rental, offering lodging for less than six (6) months; with a minimum of two (2) days at 715 S. Ocean Drive, Unit D, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-504-0004-000-2.

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

ANY PERSONSEEKINGTO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOINGIS ADVISED THAT A RECORD OF PROCEEDING IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGSS 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.

City Commission Regular Meeting **12. f.**

Meeting Date: 10/21/2019

Re: Ordinance 19-041 - Zoning Atlas Map Amendment - FP Aggregate Facility

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SUBJECT:

POSTPONED FROM OCTOBER 7, 2019. Legislative Hearing - Ordinance 19-041 - An Ordinance by the City Commission of the City Of Fort Pierce, Florida; Rezoning property generally located between Glades Cut Off Road & Bandy Boulevard approximately 1,100 feet east of Selvitz Road from St. Lucie County Industrial Heavy (IH) to City of Fort Pierce Planned Development (PD); further approving a Development Plan pursuant to Section 22-40, providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith; and providing for an effective date. SECOND READING

SUMMARY:

- In accordance with Sections 22-40, 22-128, and 22-143 of the City Code, the applicant is requesting the review and approval of a Zoning Atlas Map Amendment (Rezoning) from St. Lucie County Heavy Industrial (HI) to City of Fort Pierce Planned Development (PD). The land size for the project is approximately 52 acres.
- The subject site, in addition to seven other parcels, was annexed into the City limits in 2004 via Ordinance K-310 for the purpose of annexing property generally located between Selvitz Road and 25th Street that were identified as being contiguous to the municipal boundary. As such, these parcels were corresponding to FPUA annexation agreements on file with the City.
- The Planning Board at their meeting on August 13, 2019 and voted 5-0 to recommend approval of the request with 11 conditions. The Planning Board does not review Final Plats pursuant to City Code 18-9 (b).
- Thirty-one letters were sent out to property owners within 500 feet of the subject property.

RECOMMENDATION:

Approve with Conditions

ALTERNATIVES:

Approve with Alternate Conditions
Disapprove

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

19-041 Final Version with Updated Conditions
19-041Original Version
Staff Presentation
Staff Documentation & Supporting Documents
Applicant Presentation & Supporting Documents
Applicant Packet Submitted to City
Affidavit of Notification & Mailing
Public Notification Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/10/2019 09:36 AM

Form Started By: Brandon Creagan
Started On: 09/06/2019 11:45 AM
Final Approval Date: 10/08/2019

ORDINANCE NO. 19-041

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY GENERALLY LOCATED BETWEEN GLADES CUT OFF ROAD & BANDY BOULEVARD APPROXIMATELY 1,100 FEET EAST OF SELVITZ ROAD FROM ST. LUCIE COUNTY IH, INDUSTRIAL HEAVY, TO CITY OF FORT PIERCE PD, PLANNED DEVELOPMENT; FURTHER APPROVING A DEVELOPMENT PLAN PURSUANT TO SECTION 22-40, PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject properties are generally located between Glades Cut Off Road & Bandy Boulevard approximately 1,100 feet east of Selvitz Road within the City of Fort Pierce, Florida, representing approximately 52.00 acres of land; and

WHEREAS, the owner/applicant seeks rezone the property located at 3896 Selvitz Road from St. Lucie County IH, Industrial Heavy, to City of Fort Pierce PD, Planned Development; and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 22-131; and

WHEREAS, the City of Fort Pierce Planning Board, at their August 13, 2019 meeting, voted 5-0 to recommend approval of the request; and

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

SECTION 1. From and after the effective date hereof, the following described properties are hereby rezoned as follows:

Parcels ID: 2432-123-0001-000-8

From and after the effective date hereof, the following properties legally described as:

A PARCEL OF LAND BEING A PORTION OF THE NEW ¼ OF THE NE ¼ AND A PORTION OF THE NE ¼ OF THE NW ¼ OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE NE ¼ OF SAID SECTION 32; THENCE NORTH 85°18’27” EAST, ALONG THE NORTH LINE OF THE NW ¼ OF SAID SECTION 32, A DISTANCE OF 690.53 FEET; THENCE SOUTH 00°34’35” WEST, A DISTRANCE OF 683.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°34’35” WEST, A DISTANCE OF 85.76 FEET; THENCE NORTH 87°33’45” EAST A DISTANCE OF 685.15 FEET; THENC SOUTH 01°13’27” WEST, A DISTANCE OF 785.15 FEET; THENCE NORTH 89°54’55” WEST, A DISTANCE OF 2869.29 FEET; THENCE NORTH 00°56’43” EAST, A DISTANCE OF 289.36 FEET; THENCE NORTH 00°49’02” EAST, A DISTANCE OF 436.28 FEET; THENCE NORTH 00°47’37” EAST, A DISTANCE OF 110.02 FEET; THENCE NORTH 89°49’03” EAST, A DISTANCE OF 562.46 FEET; THENCE SOUTH 00°10’58” EAST, A DISTANCE OF 45.12 FEET; THENCE NORTH 89°49’02” EAST, A DISTANCE OF 1626.43 FEET TO THE POINT OF BEGINNING.

said properties being generally located between Glades Cut Off Road & Bandy Boulevard approximately 1,100 feet east of Selvitz Road in Fort Pierce, Florida shall be and

the Zoning Designation is hereby changed from St. Lucie County IH, Industrial Heavy, to City of Fort Pierce PD, Planned Development, as depicted on Exhibit “A” and Exhibit “B”, attached hereto and incorporated herein.

SECTION 2. The Development Plan for the subject Planned Development as depicted on Exhibit “C” which is attached hereto and incorporated herein by reference, be and the same are hereby approved, and shall serve as the Development Plan associated with the subject Planned Development

SECTION 3. The following are conditions that are placed upon the Planned Development subject to the Zoning Atlas Map Amendment process.

1. The height of staked materials shall not exceed 25 feet.

2. At time of Building Permit submittal, a copy of the FDEP Air General Permit shall be forwarded to the City's Engineering Department.

3. The Phase 2 parking lot shall include appropriate curbing at landscaped islands, as per the requirements listed in Section 22-187(12)(d).

4. Before a Certificate of Occupancy is issued, a Landscape Bond shall be submitted for all proposed landscaping, pursuant to City Code 22-180, except for such bond being for a period of 60 months.

5. No melting or burning of any materials shall take place on site.

6. The operations shall adhere to the submitted and approved truck route to and from the site. Any deviation from this approved truck route shall be subject to review and approval by the Planning Department.

7. The operation shall adhere to the noise Ordinance, as outlined in Sections 11-52 through 11-52.22.

8. The eastern limit of the aggregate recycling facility shall now become the quarter section line.

9. The operator shall adhere to the D. S. Eakins Construction Corporation Dust Mitigation Plan for the Fr. Pierce Industrial Aggregate Recycling Facility, provided with the application submittal May 31, 2019. The operator shall maintain records of the actions taken to control dust in the plan. The records shall be available to the City of Fort Pierce and the School Board of St. Lucie County.

10. Landscape on the East/Northeast buffers shall be properly maintained, and any dead or nonproductive plant material shall be replaced. It shall be provided with a permanent irrigation system. The landscaping shall be comprised of a berm of at least 15 feet in height with opaque fencing a minimum 8 feet in height erected on top.

11. The work hours shall be 7:30 AM until 5:30 PM Monday through Friday for processing and equipment operation.

SECTION 4. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

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

APPROVED AS TO FORM & CORRECTNESS:

_____
Peter J. Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-041 was duly advertised by title only in the St. Lucie News Tribune on Sunday, September 1, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 16, 2019; and was duly introduced, read by title only, and passed on second and final reading October 7, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 7th day of October, 2019.

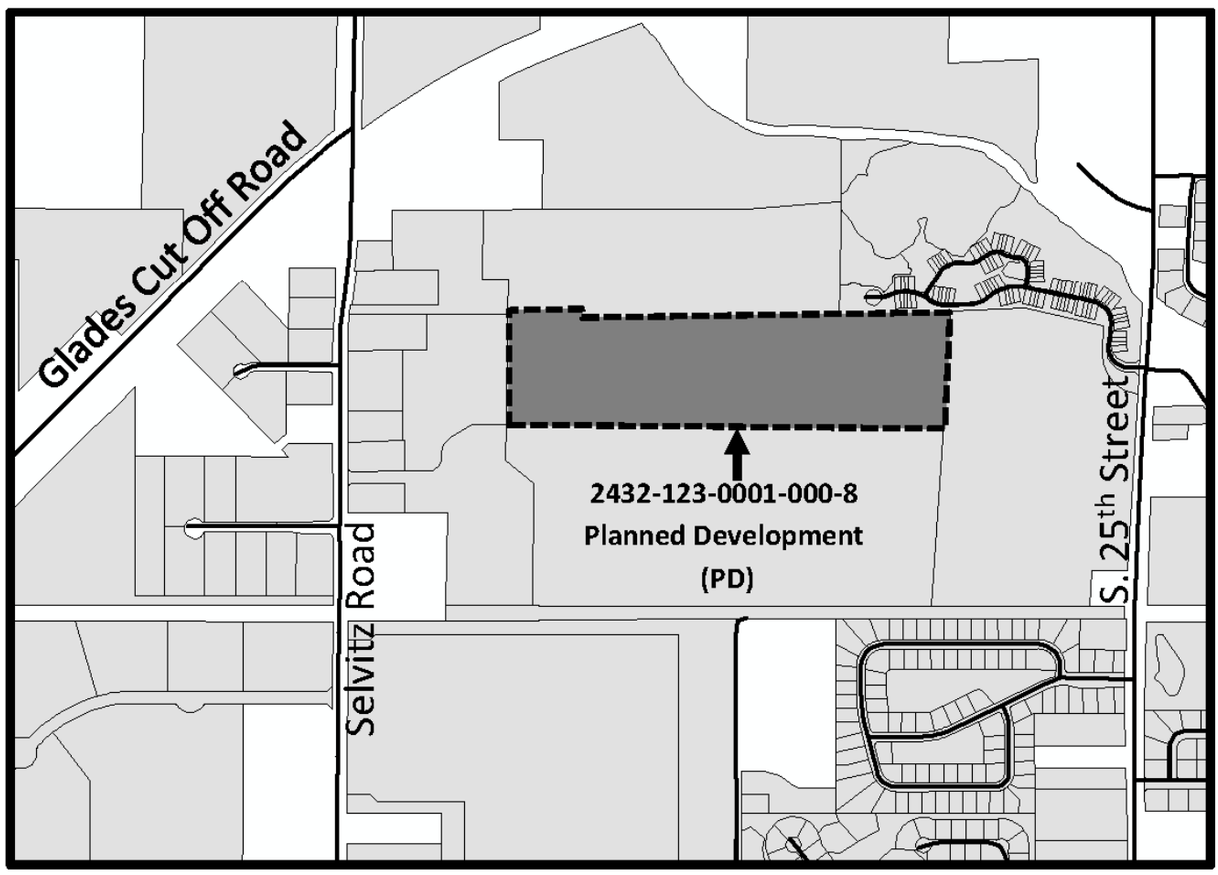
_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

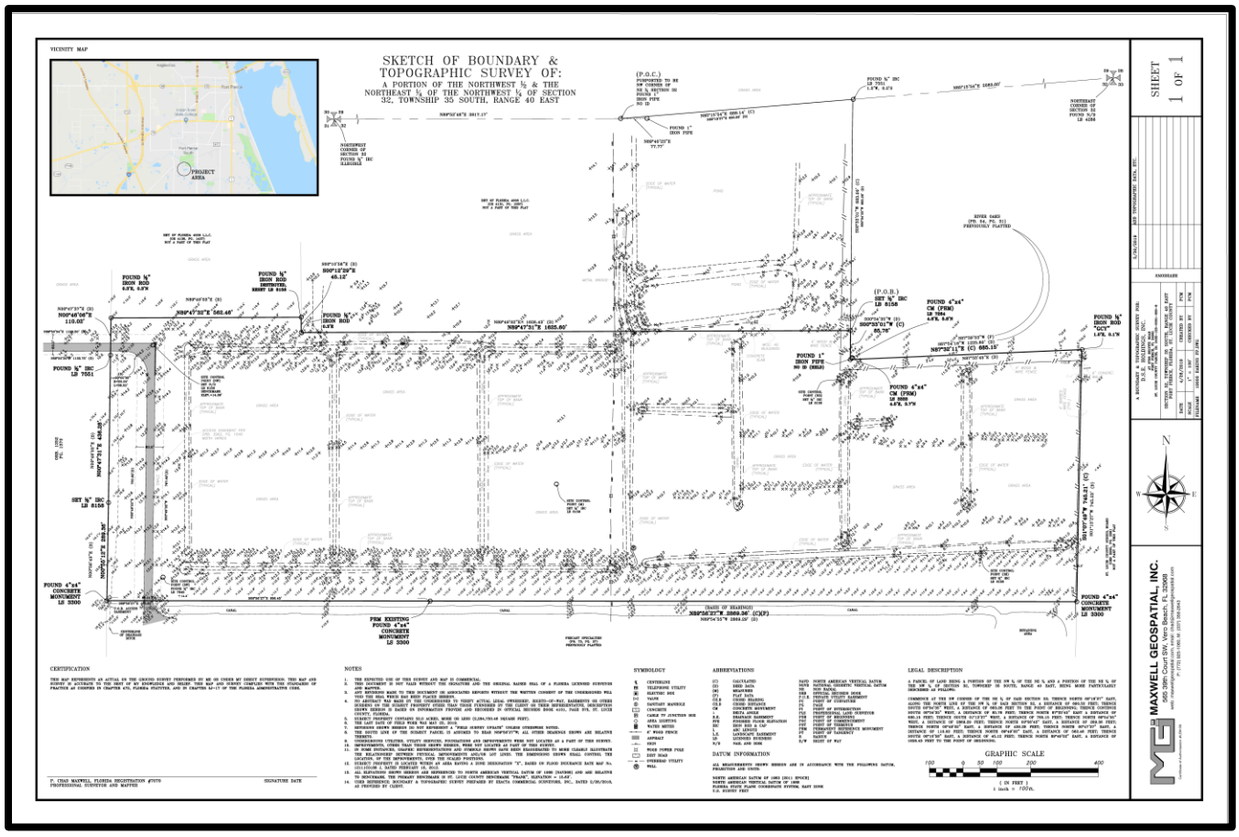
(CITY SEAL)

EXHIBIT A
Proposed Zoning Atlas Map Amendment
PD, Planned Development



The property is rezoned St. Lucie County IH, Industrial Heavy, to City of Fort Pierce PD, Planned Development

Exhibit B
Sketch and Legal Description



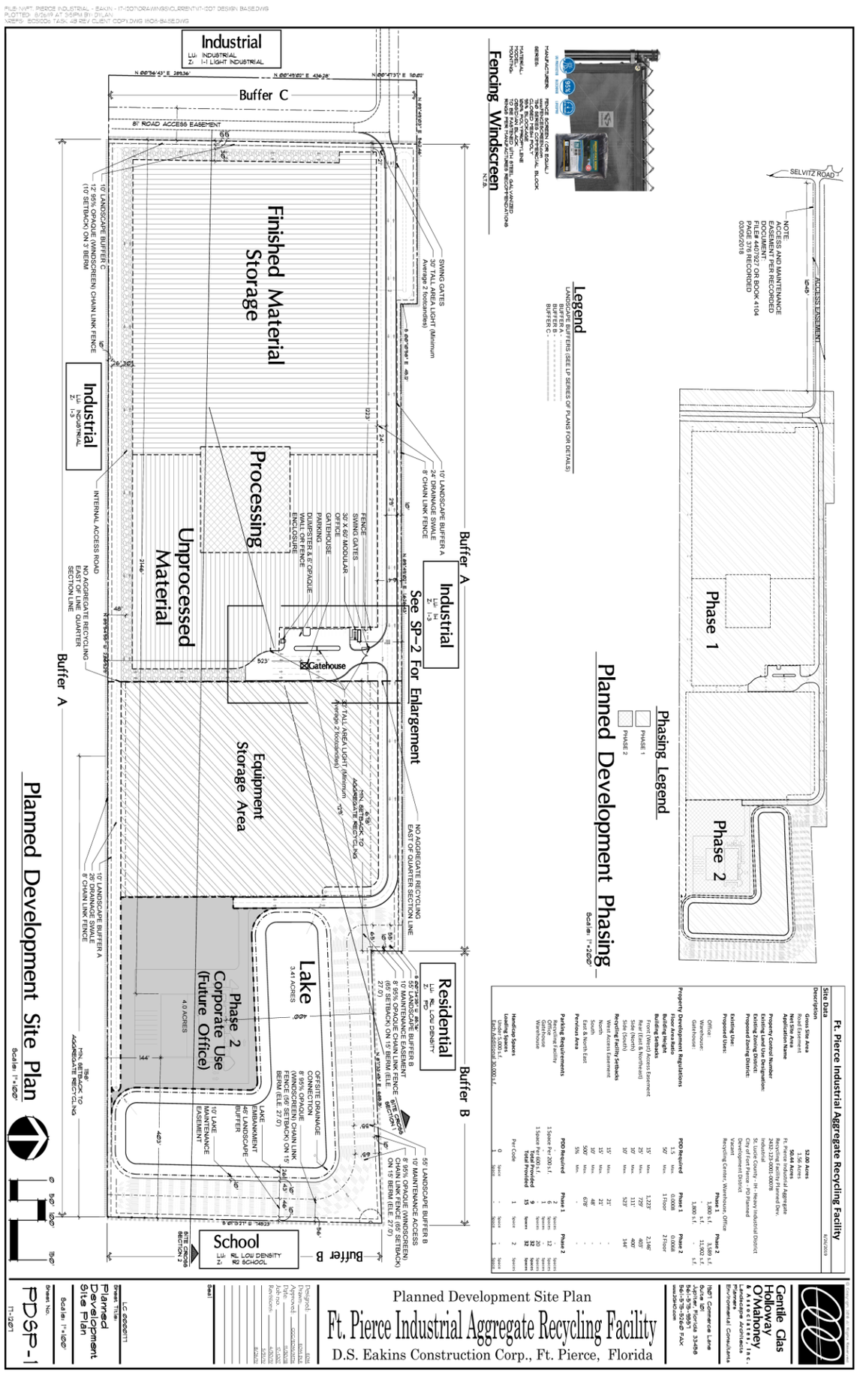
Parcels IDs: 2432-123-0001-000-8

From and after the effective date hereof, the following properties legally described as:

A PARCEL OF LAND BEING A PORTION OF THE NEW ¼ OF THE NE ¼ AND A PORTION OF THE NE ¼ OF THE NW ¼ OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE NE ¼ OF SAID SECTION 32; THENCE NORTH 85°18’27” EAST, ALONG THE NORTH LINE OF THE NW ¼ OF SAID SECTION 32, A DISTANCE OF 690.53 FEET; THENCE SOUTH 00°34’35” WEST, A DISTRANCE OF 683.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°34’35” WEST, A DISTANCE OF 85.76 FEET; THENCE NORTH 87°33’45” EAST A DISTANCE OF 685.15 FEET; THENC SOUTH 01°13’27” WEST, A DISTANCE OF 785.15 FEET; THENCE NORTH 89°54’55” WEST, A DISTANCE OF 2869.29 FEET; THENCE NORTH 00°56’43” EAST, A DISTANCE OF 289.36 FEET; THENCE NORTH 00°49’02” EAST, A DISTANCE OF 436.28 FEET; THENCE NORTH 00°47’37” EAST, A DISTANCE OF 110.02 FEET; THENCE NORTH 89°49’03” EAST, A DISTANCE OF 562.46 FEET; THENCE SOUTH 00°10’58” EAST, A DISTANCE OF 45.12 FEET; THENCE NORTH 89°49’02” EAST, A DISTANCE OF 1626.43 FEET TO THE POINT OF BEGINNING.

Exhibit C
Planned Development



ORDINANCE NO. 19-041

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY GENERALLY LOCATED BETWEEN GLADES CUT OFF ROAD & BANDY BOULEVARD APPROXIMATELY 1,100 FEET EAST OF SELVITZ ROAD FROM ST. LUCIE COUNTY IH, INDUSTRIAL HEAVY, TO CITY OF FORT PIERCE PD, PLANNED DEVELOPMENT; FURTHER APPROVING A DEVELOPMENT PLAN PURSUANT TO SECTION 22-40, PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject properties are generally located between Glades Cut Off Road & Bandy Boulevard approximately 1,100 feet east of Selvitz Road within the City of Fort Pierce, Florida, representing approximately 52.00 acres of land; and

WHEREAS, the owner/applicant seeks rezone the property located at 3896 Selvitz Road from St. Lucie County IH, Industrial Heavy, to City of Fort Pierce PD, Planned Development; and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 22-131; and

WHEREAS, the City of Fort Pierce Planning Board, at their August 13, 2019 meeting, voted 5-0 to recommend approval of the request; and

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

SECTION 1. From and after the effective date hereof, the following described properties are hereby rezoned as follows:

Parcels ID: 2432-123-0001-000-8

From and after the effective date hereof, the following properties legally described as:

A PARCEL OF LAND BEING A PORTION OF THE NEW ¼ OF THE NE ¼ AND A PORTION OF THE NE ¼ OF THE NW ¼ OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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said properties being generally located between Glades Cut Off Road & Bandy Boulevard approximately 1,100 feet east of Selvitz Road in Fort Pierce, Florida shall be and

the Zoning Designation is hereby changed from St. Lucie County IH, Industrial Heavy, to City of Fort Pierce PD, Planned Development, as depicted on Exhibit “A” and Exhibit “B”, attached hereto and incorporated herein.

SECTION 2. The Development Plan for the subject Planned Development as depicted on Exhibit “C” which is attached hereto and incorporated herein by reference, be and the same are hereby approved, and shall serve as the Development Plan associated with the subject Planned Development

SECTION 3. The following are conditions that are placed upon the Planned Development subject to the Zoning Atlas Map Amendment process.

1. The height of staked materials shall not exceed 25 feet.

2. At time of Building Permit submittal, a copy of the FDEP Air General Permit shall be forwarded to the City's Engineering Department.

3. The Phase 2 parking lot shall include appropriate curbing at landscaped islands, as per the requirements listed in Section 22-187(12)(d).

4. Before a Certificate of Occupancy is issued, a Landscape Bond shall be submitted for all proposed landscaping, pursuant to City Code 22-180, except for such bond being for a period of 60 months.

5. No melting or burning of any materials shall take place on site.

6. The operations shall adhere to the submitted and approved truck route to and from the site. Any deviation from this approved truck route shall be subject to review and approval by the Planning Department.

7. The operation shall adhere to the noise Ordinance, as outlined in Sections 11-52 through 11-52.22.

8. The eastern limit of the aggregate recycling facility shall now become the quarter section line.

9. The operator shall adhere to the D. S. Eakins Construction Corporation Dust Mitigation Plan for the Fr. Pierce Industrial Aggregate Recycling Facility, provided with the application submittal May 31, 2019. The operator shall maintain records of the actions taken to control dust in the plan. The records shall be available to the City of Fort Pierce and the School Board of St. Lucie County.

10. Landscape on the East/Northeast buffers shall be properly maintained, and any dead or nonproductive plant material shall be replaced. It shall be provided with a permanent irrigation system. The landscaping shall be comprised of a berm of at least 15 feet in height with opaque fencing a minimum 8 feet in height erected on top.

11. The work hours shall be 7 AM until 7 PM Monday thru Saturday.

SECTION 4. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

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

APPROVED AS TO FORM & CORRECTNESS:

_____
Peter J. Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

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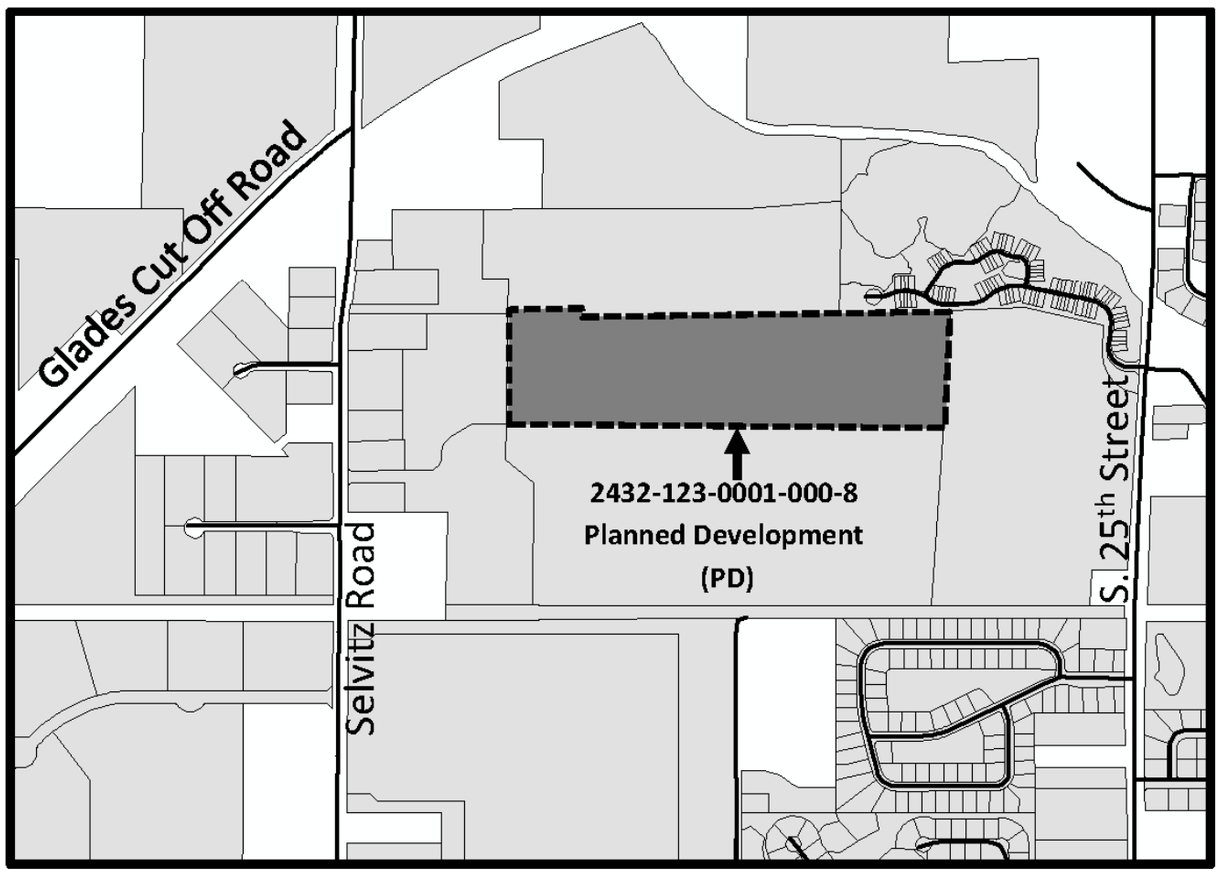

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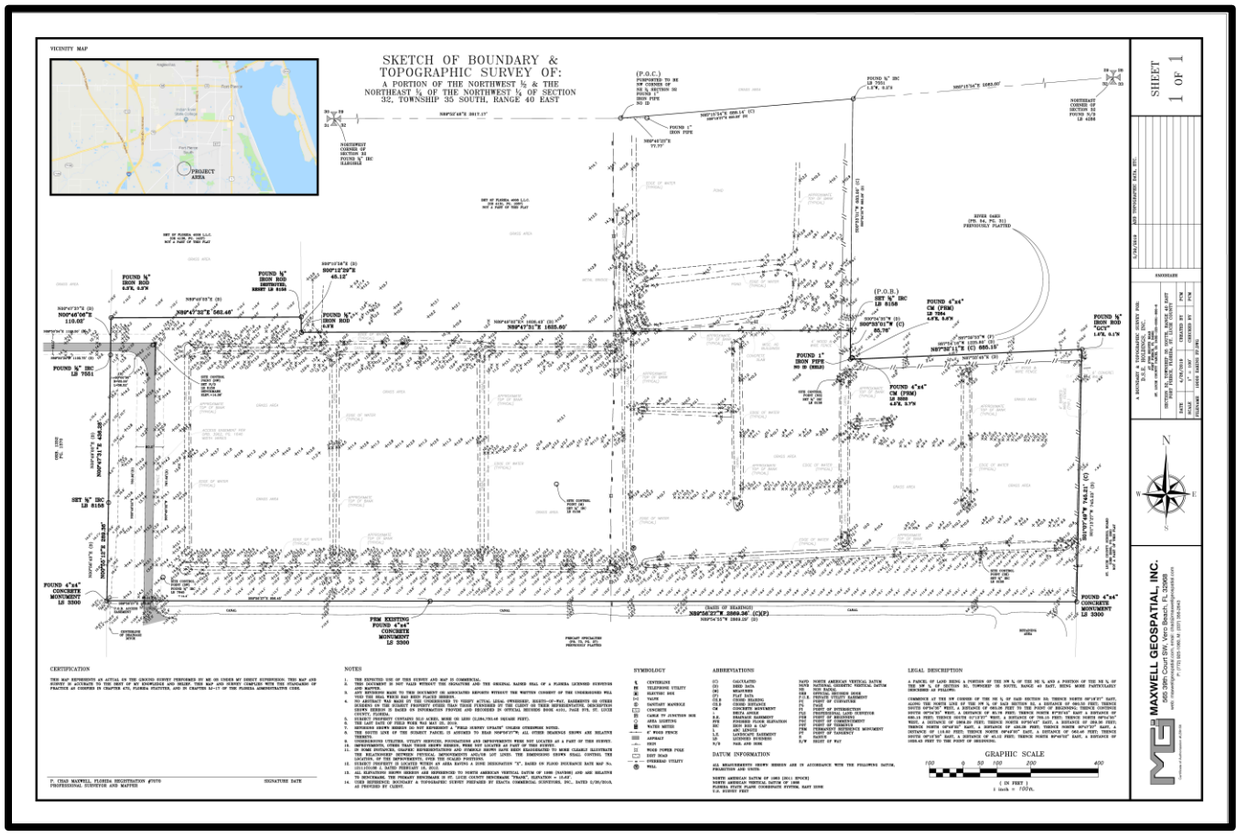

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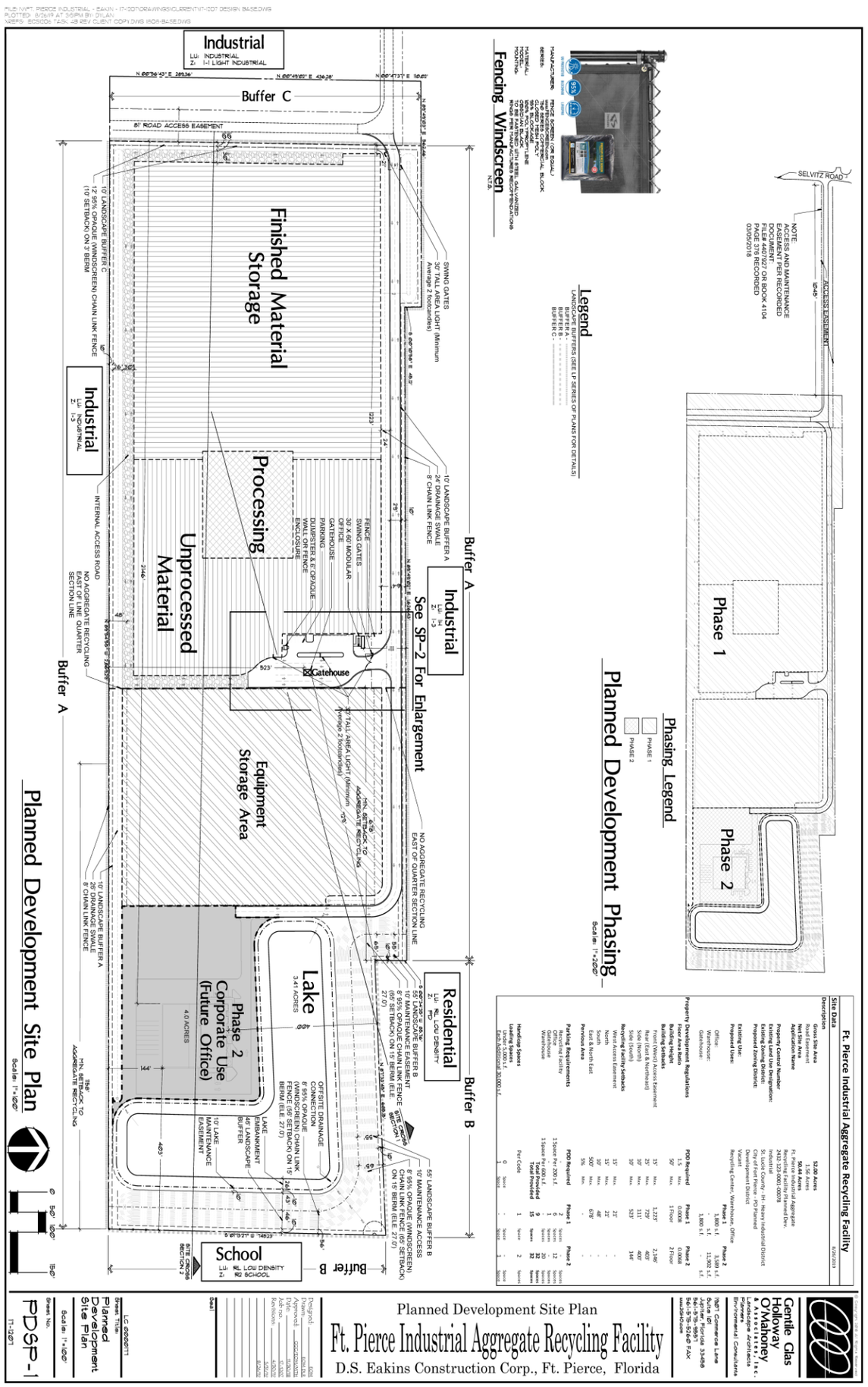
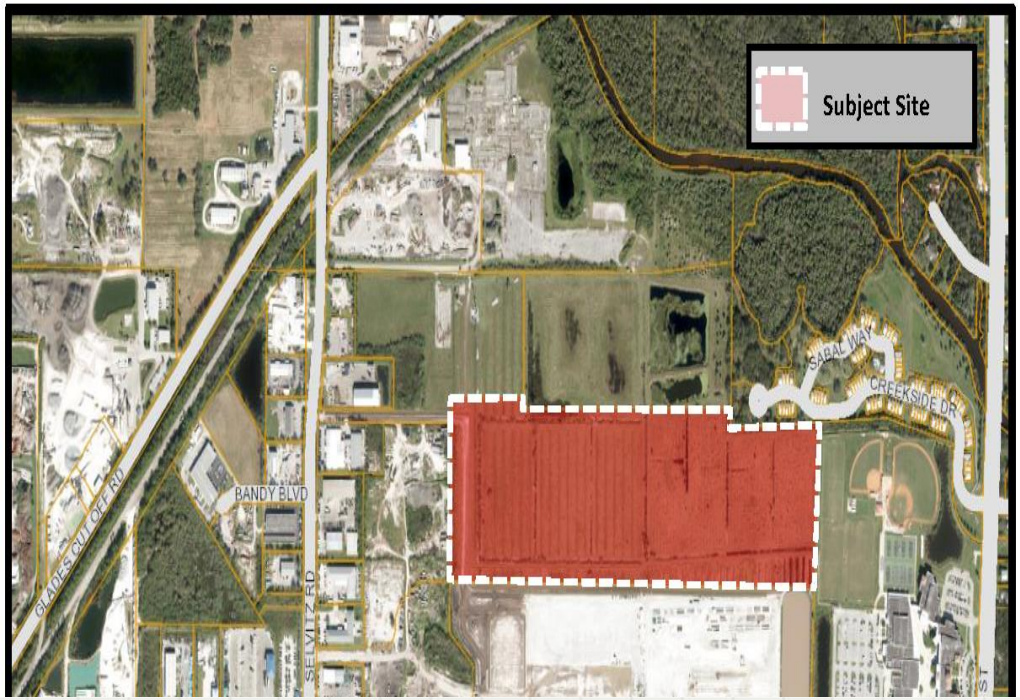
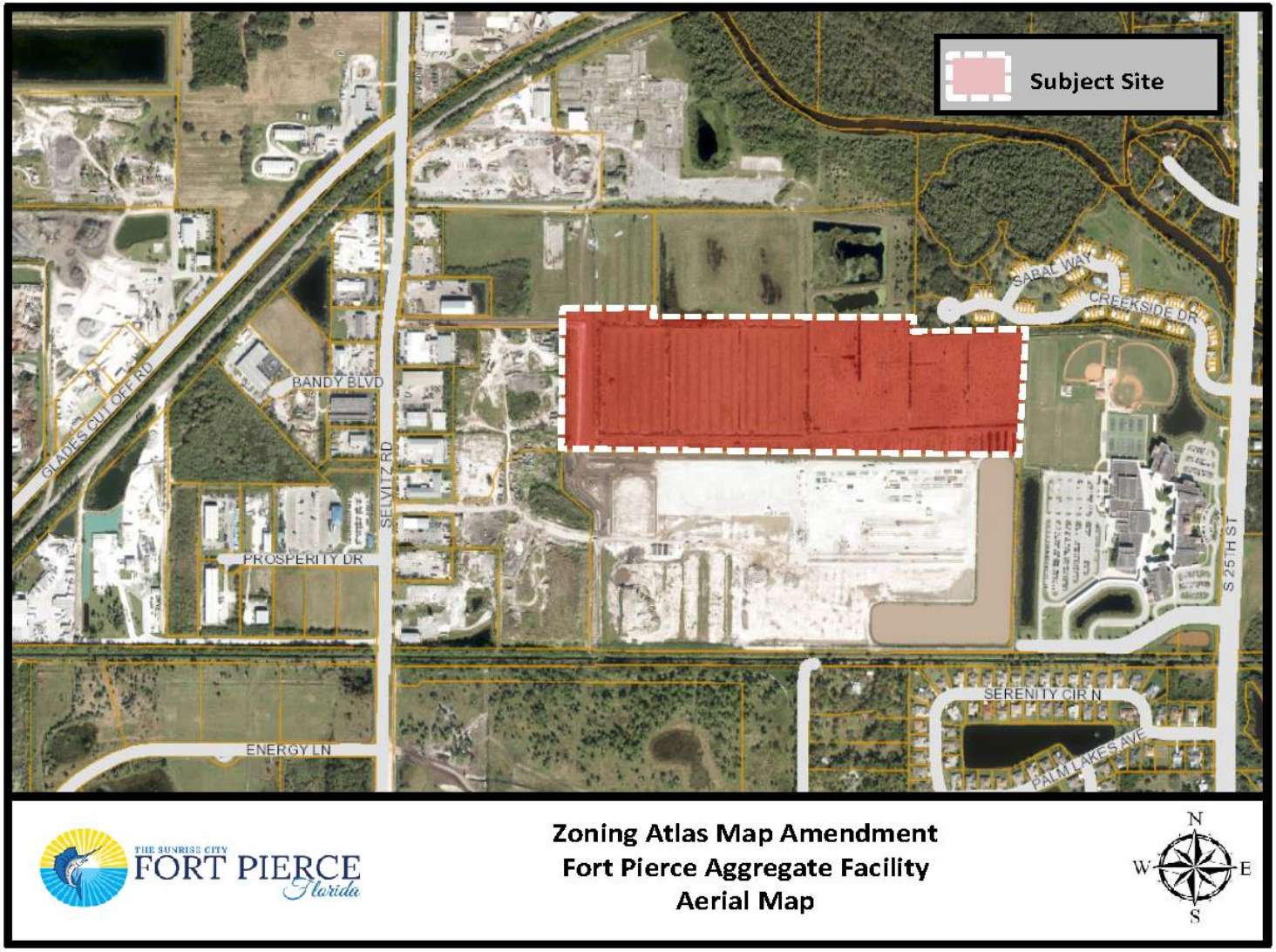


Application for Zoning Atlas Map Amendment & Final Plat

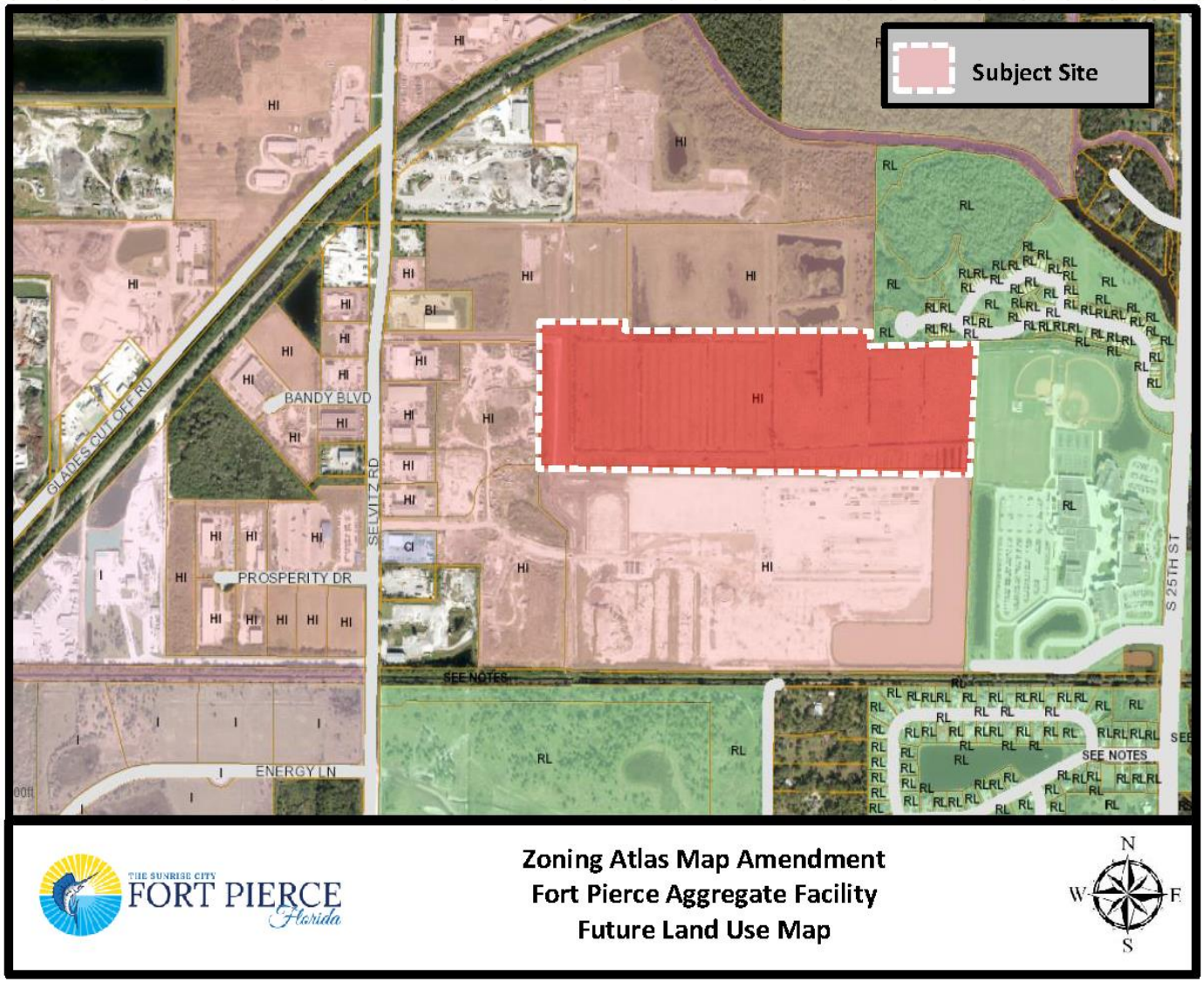


Parcel ID: 2432-123-0001-000-8

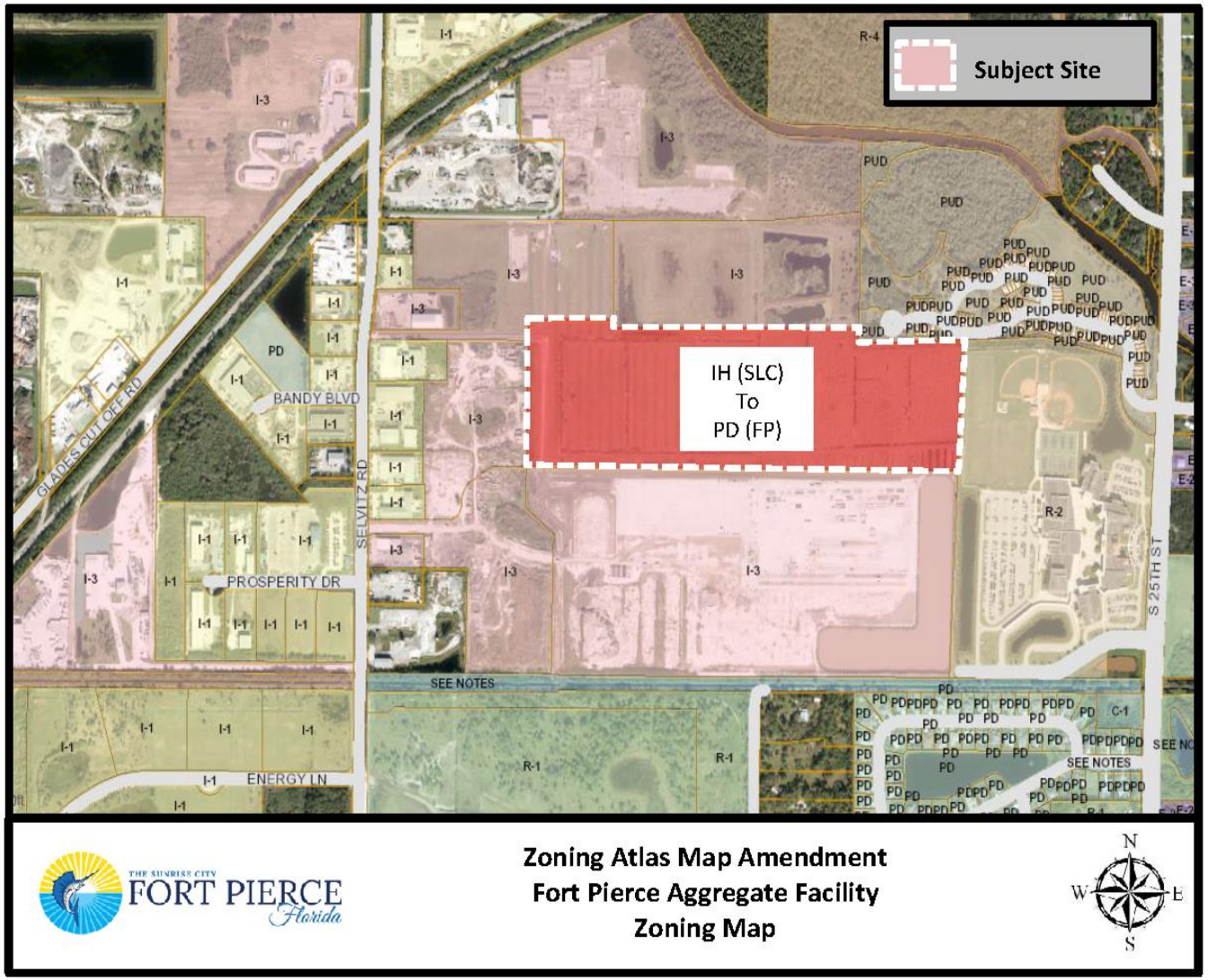
Aerial Map


Subject Site
SABAL WAY
CREEKSIDE DR
BANDY BLVD
GLADES CUT OFF RD
SELVITZ RD
PROSPERITY DR
S 25TH ST
SERENITY CIR N
PALM LAKES AVE
ENERGY LN
THE SUNRISE CITY
FORT PIERCE
Florida
Zoning Atlas Map Amendment
Fort Pierce Aggregate Facility
Aerial Map
N
W
E
S

Future Land Use Map



Zoning Map

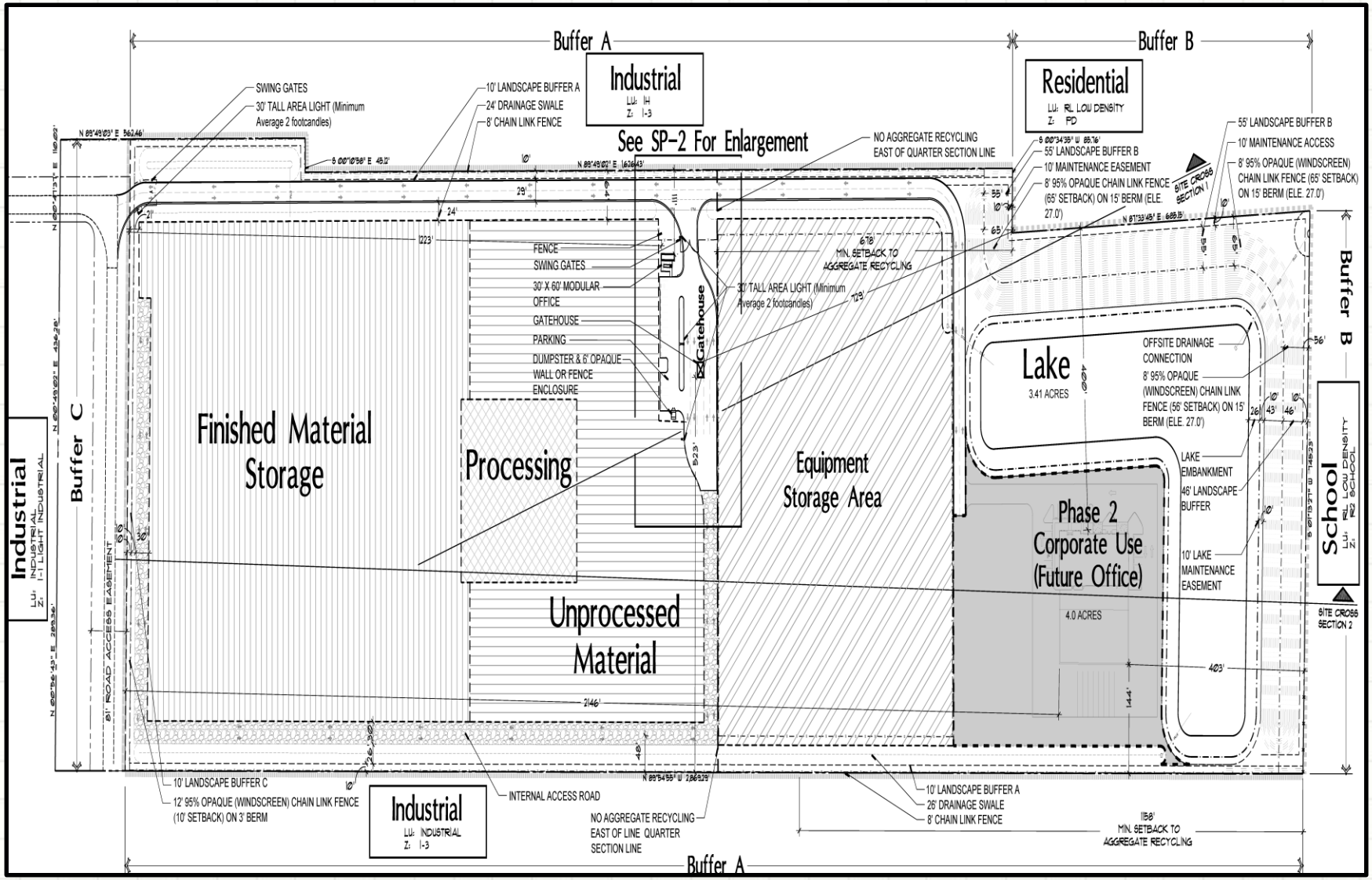

Subject Site
IH (SLC)
To
PD (FP)
BANDY BLVD
PROSPERITY DR
ENERGY LN
SELVITZ RD
GLADES CUT OFF RD
S 25TH ST
SEE NOTES
THE SUNRISE CITY
FORT PIERCE
Florida
Zoning Atlas Map Amendment
Fort Pierce Aggregate Facility
Zoning Map
N
W
E
S

Zoning Atlas Map Amendment

Rezoning property from IH, Industrial Heavy (SLC) to PD, Planned Development (FP) with an associated development plan

- Staff recommends **Approval** with eleven (11) conditions
  - ❑ The Planning Board voted 5-0 to recommend approval with 11 conditions
  - ❑ The Future Land Use is Heavy Industrial & the operation requested is only suitable for a Heavy Industrial zone.
  - ❑ The project is consistent with the City's Land Development Code and Comprehensive Plan.

Site Plan


Buffer A
Buffer B
Buffer C
Industrial
LU: IH
Z: I-3
Residential
LU: RL LOW DENSITY
Z: PD
See SP-2 For Enlargement
SWING GATES
30' TALL AREA LIGHT (Minimum Average 2 footcandles)
10' LANDSCAPE BUFFER A
24' DRAINAGE SWALE
8' CHAIN LINK FENCE
NO AGGREGATE RECYCLING EAST OF QUARTER SECTION LINE
55' LANDSCAPE BUFFER B
10' MAINTENANCE EASEMENT
8' 95% OPAQUE CHAIN LINK FENCE (65' SETBACK) ON 15' BERM (ELE. 27.0')
10' MAINTENANCE ACCESS
8' 95% OPAQUE (WINDSCREEN) CHAIN LINK FENCE (65' SETBACK) ON 15' BERM (ELE. 27.0')
SITE CROSS SECTION 1
FENCE
SWING GATES
30' X 60' MODULAR OFFICE
GATEHOUSE
PARKING
DUMPSTER & 6' OPAQUE WALL OR FENCE ENCLOSURE
678' MIN. SETBACK TO AGGREGATE RECYCLING
30' TALL AREA LIGHT (Minimum Average 2 footcandles)
Gatehouse
Finished Material Storage
Processing
Equipment Storage Area
Unprocessed Material
Lake
3.41 ACRES
OFFSITE DRAINAGE CONNECTION
8' 95% OPAQUE (WINDSCREEN) CHAIN LINK FENCE (56' SETBACK) ON 15' BERM (ELE. 27.0')
LAKE EMBANKMENT
46' LANDSCAPE BUFFER
10' LAKE MAINTENANCE EASEMENT
Phase 2 Corporate Use (Future Office)
4.0 ACRES
School
LU: RL LOW DENSITY
Z: SCHOOL
SITE CROSS SECTION 2
Industrial
LU: INDUSTRIAL
Z: I-1 LIGHT INDUSTRIAL
81' ROAD ACCESS EASEMENT
10' LANDSCAPE BUFFER C
12' 95% OPAQUE (WINDSCREEN) CHAIN LINK FENCE (10' SETBACK) ON 3' BERM
INTERNAL ACCESS ROAD
Industrial
LU: INDUSTRIAL
Z: I-3
NO AGGREGATE RECYCLING EAST OF LINE QUARTER SECTION LINE
10' LANDSCAPE BUFFER A
26' DRAINAGE SWALE
8' CHAIN LINK FENCE
158' MIN. SETBACK TO AGGREGATE RECYCLING
Buffer A

Staff Recommendation

The requested Application for Zoning Atlas Amendment meets the criteria specified in Sections 22-40 & 22-131 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare, Therefore Staff recommends **APPROVAL** with the following eleven (11) conditions:

1. The height of staked materials shall not exceed 25 feet.
2. At time of Building Permit submittal, a copy of the FDEP Air General Permit shall be forwarded to the City's Engineering Department.
3. The Phase 2 parking lot shall include appropriate curbing at landscaped islands, as per the requirements listed in Section 22-187(12)(d).
4. Before a Certificate of Occupancy is issued, a Landscape Bond shall be submitted for all proposed landscaping, pursuant to City Code 22-180, except for such bond being for a period of 60 months.
5. No melting or burning of any materials shall take place on site.

Staff Recommendation

6. The operations shall adhere to the submitted and approved truck route to and from the site. Any deviation from this approved truck route shall be subject to review and approval by the Planning Department.

7. The operation shall adhere to the noise Ordinance, as outlined in Sections 11-52 through 11-52.22.

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10. Landscape on the East/Northeast buffers shall be properly maintained, and any dead or nonproductive plant material shall be replaced. It shall be provided with a permanent irrigation system. The landscaping shall be comprised of a berm of at least 15 feet in height with opaque fencing a minimum 8 feet in height erected on top.

11. The work hours shall be 7 AM until 7 PM Monday thru Saturday.

CC Recommendations

Possible actions of the City Commission:

- **APPROVE** the Zoning Atlas Map Amendment to PD with no changes.
    - Planning Board voted 5-0 to recommend approval with 11 conditions.
    - Staff recommends APPROVAL with seven (11) Conditions
- **APPROVE** of the proposed Zoning Atlas Map Amendment to PD with changes or additional Conditions.
- **DISAPPROVE** of the proposed Zoning Atlas Map Amendment to PD.

Final Plat

Final Plat for a Subdivision titled “D.S.E Holdings.”

- Staff recommends **Approval** of the request.
  - ❑ Final Plat meets the criteria as specified in Chapter 18 of the Code of Ordinances.
  - ❑ Consistent with Land Development Code & Comprehensive Plan

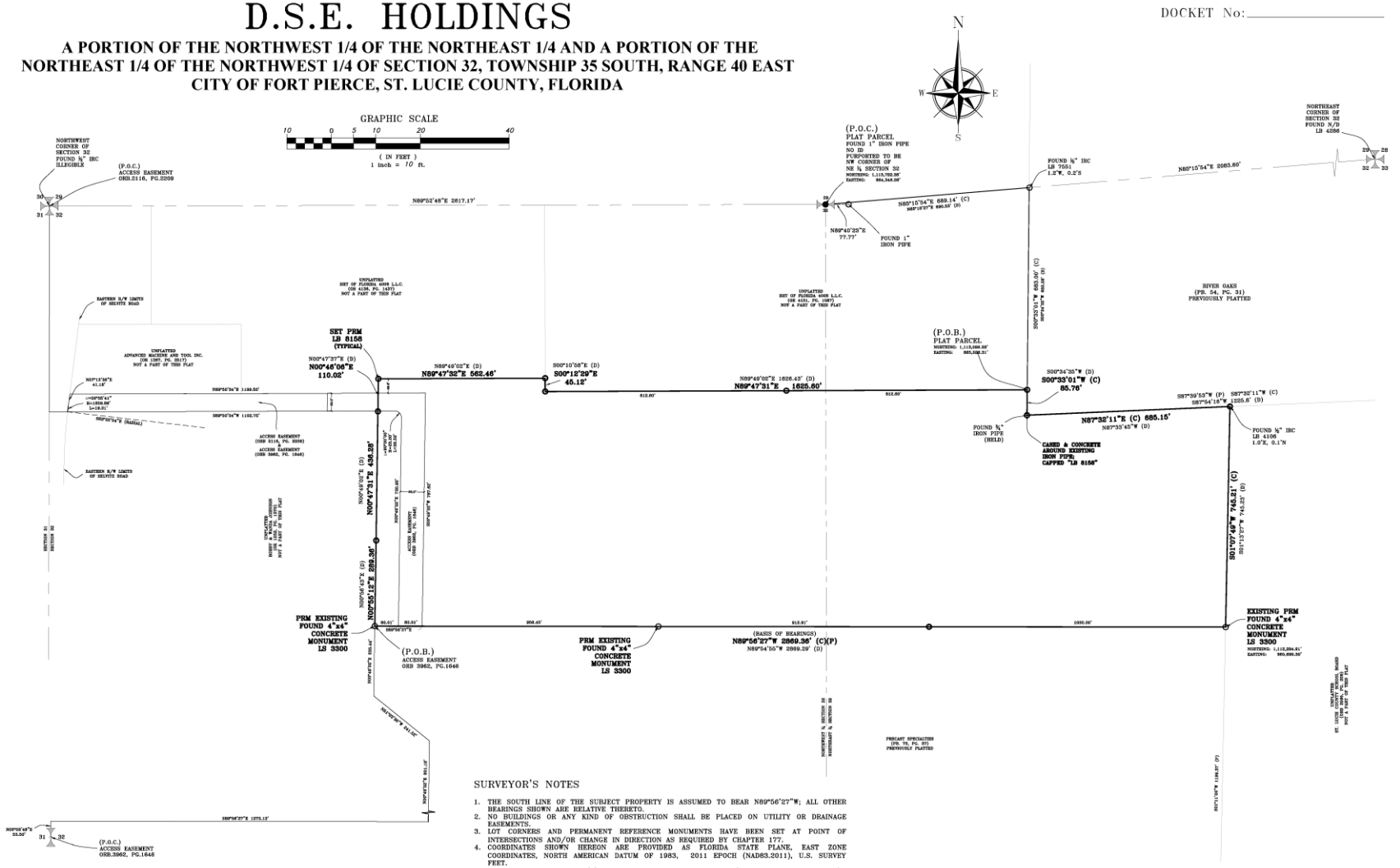
Plat

PLAT BOOK:_____ PAGE:_____

DOCKET No:_____

D.S.E. HOLDINGS

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA



SURVEYOR'S NOTES

1. THE SOUTH LINE OF THE SUBJECT PROPERTY IS ASSUMED TO BEAR N89°56'27"W; ALL OTHER BEARINGS SHOWN ARE RELATIVE THERETO.
2. NO BUILDINGS OR ANY KIND OF OBSTRUCTION SHALL BE PLACED ON UTILITY OR DRAINAGE EASEMENTS.
3. LOT CORNERS AND PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AT POINT OF INTERSECTIONS AND/OR CHANGE IN DIRECTION AS REQUIRED BY CHAPTER 177.
4. COORDINATES SHOWN HEREON ARE PROVIDED AS FLORIDA STATE PLANE, EAST ZONE COORDINATES, NORTH AMERICAN DATUM OF 1983, 2011 EPOCH (NAD83.2011), U.S. SURVEY FEET.
5. THIS PLAT CONTAINS ONE (1) LOT WITH AN AREA OF 52.0 ACRES (2,264,730.46 SQUARE FEET).
6. ABBREVIATIONS AND SYMBOLS USED AS FOLLOWS:

(P) PLAT DATA
CM CONCRETE MONUMENT
IRC IRON ROD & CAP
LB LICENSED BUSINESS
N/D NAIL AND DISK
ORB OFFICIAL RECORDS BOOK
PB PLAT BOOK
PG PAGE
PLS PROFESSIONAL LAND SURVEYOR
PRM PERMANENT REFERENCE MONUMENT

○ 4"x4" CONCRETE MONUMENT WITH N/D "LB 8156"

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

MAXWELL GEOSPATIAL, INC.
565 39th Court SW, Vero Beach, FL 32968
web: maxwellgeospatial.com, email: chad@maxwellgeospatial.com
P: (772) 925-1060, M: (337) 356-2643
Certificate of Authorization #LB8158

Staff Recommendation

Staff **APPROVAL** to the City Commission, subject to one (1) Condition:

1. The applicant will supply two (2) Mylars before the City Commission meeting for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

CC Recommendations

Possible actions of the City Commission:

- **APPROVE** of the proposed Final Plat subject to 1 Condition with no changes
- **APPROVE** of the proposed Final Plat with changes
- **DISAPPROVE** of the proposed Final Plat.

Application for Zoning Atlas Map Amendment & Final Plat

Parcel ID: 2432-123-0001-000-8

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, P.E., City Manager

THROUGH: Jennifer Hofmeister, AICP, LCAM Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for a Zoning Atlas Amendment (Rezoning)**
IH, Industrial Heavy (County) to PD, Planned Development (City)
Application for Subdivision (Final Plat)
FP Aggregate Recycling Facility – 2432-123-0001-000-8

BOARD DATE: September 16, 2019

STAFF REPORT

Property Owner/Applicant: D.S.E. Holdings Inc.
1483 Kinetic Road
West Palm Beach, FL 33403

Representative: 2GHO (Emily O'Mahoney)
1907 Commerce Lane, Suite 101
Jupiter, FL 33458

Requested Action: Approval to rezone the subject property from Industrial Heavy (IH), (St. Lucie County Zoning) to Planned Development (PD), (City of Fort Pierce Zoning) with an accompanying development plan

Approval of a Final Plat

Site Location: Between Glade Cut Off Road & Bandy Boulevard approximately 1,100 feet east of Selvitz Road

Parcel IDs: 2432-123-0001-000-8

Existing Use: Vacant

Parcel Size: 52 Acres

Current Zoning: Industrial Heavy (IH) – St. Lucie County Zoning

Future Land-Use Heavy Industrial (HI)

Proposed Zoning: Planned Development (PD)

Surrounding Zoning:

North	East	South	West
I-3/PD	R-2	I-3	I-3

Staff Analysis:
Request

In accordance with Sections 22-40, 22-128, and 22-143 of the City Code, the applicant is requesting the review and approval of a Zoning Atlas Map Amendment (Rezoning) from St. Lucie County Heavy Industrial (HI) to City of Fort Pierce Planned Development (PD). The land size for the project is approximately 52 acres.

In conjunction with the Zoning Atlas Map Amendment application, pursuant to Chapter 18, the applicant is also requesting review and approval of a Final Plat for 52 acres of property.

History

The subject site, in addition to seven other parcels, was annexed into the City limits in 2004 via Ordinance K-310 for the purpose of annexing property generally located between Selvitz Road and 25th Street that were identified as being contiguous to the municipal boundary. As such, these parcels were corresponding to FPUA annexation agreements on file with the City.

Three of the seven parcels annexed were designated with an IH zoning classification by St. Lucie County at the time of annexation. However, the City Code did not include a heavy industrial zoning classification until several years after annexation in December of 2008 via Ordinance L-63. The property was originally annexed into the City as I-1. In the absence of an equivalent City of Fort Pierce zoning designation to assign, the property reverted back to its original zoning with St. Lucie County of IH in 2011 through Ordinance L-226. The purpose of this reversion was that it was deemed that the City zoning that was given to the parcel in 2004 was incorrect. Even though the City had a Heavy Industrial Zoning designation by 2011, it could not assign this zoning district to the parcel because it did not exist at the time of annexation in 2004. The only option was to return to the previous zoning that was in place in 2004. This places the onus on any future property owners to go through the City's rezoning process in order to allow the property to be used for its intended purpose.

Future Land Use Designation & Comprehensive Plan

The subject site has a Future Land Use designation of HI. This designation is intended for parcels suitable for industrial development to promote the City's position as a major employment center. The uses allowed under this designation include intensive manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; large business parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses. This land use designation allows a maximum Floor Area Ratio (FAR) of 2.0.

The requested zoning designation and proposed development plan are consistent with the Future Land Use Element of the Comprehensive Plan.

Standards for Review

The following standards must be satisfied per Section 22-131 of the City Code prior to the approval of the requested amendment:

(1) The amendment is consistent with the Comprehensive Plan;

(2) The amendment will not have an adverse effect on the ability of the City to:
a. Satisfy land and water use needs; and
b. Meet transportation demands and provide community facilities and services; and

(3) The amendment will promote and protect the public health, safety and general welfare.

The proposed amendment is consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan, and Future Land Use designation of HI. Furthermore, the amendment will not have an adverse an effect on the ability of the City to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through the designation of lands; when location and characteristics are appropriate, to provide manufacturing and processing facilities, distribution facilities, warehousing, and intensive commercial uses to promote the City's position as a major employment center. Specific uses and developments shall comply with established land development regulations, and seek to ensure minimal impacts to neighboring uses or districts.

Planned Development Overview:

The Applicants are seeking a PD to operate a facility that will be known as the "Fort Pierce Industrial Aggregate Recycling Facility." The uses of this facility will be office, warehouse, and a recycling center. The recycling facility will be used for unused and retired concrete and asphalt materials. The project will be developed in two phases, with the recycling facility portion being Phase 1 and the office/warehouse facility being Phase 2 of the project. During Phase 1, a small office will be utilized as the applicant has indicated there is not an immediate need for a full office complex at this time.

The applicant has stated that the site plan is laid out in such a way that the storing and processing of aggregate materials is as far away as possible from any residential structures or the adjacent school. Between the stored material and the residential buildings/school, there will be an equipment storage area, the future office complex, and a retention pond. All of these areas will act as separate buffers from the residential buildings and the school. To further this buffer, the applicant is providing a heavy landscaping buffer and opaque fencing along all areas of the property that it shares with the residential and school properties. This particular landscape buffer ranges between 33 feet to 42 feet in width. The standard requirement for a landscape buffer in the City is 10 feet, and the applicant is providing more than the requirement in an attempt to mitigate any potential impacts of the development on adjacent property owners.

The applicants are requesting as part of the subject PD that the outdoor storage of materials be stacked as high as 30 feet tall. Staff opposes this request and has placed a condition that the outdoor storage of material comply with a maximum height of 15 feet, as outlined in City Code 22-67(e)(5). With the close proximity to a school and residential communities, Staff would not recommend increasing the height above what City Code currently allows in other commercial and industrial zoning districts.

The applicants have provided a dust control plan and expressed that they have almost 30 years of experience in operating a facility like this without a dust problem. A watering truck will be kept on site to keep all areas moistened to prevent excess dust from occurring. The specialized recycling equipment also uses a water feature to prevent the creation of dust.

The hours of operation for the site will be Monday through Friday, from 7am to 7pm, with the concrete recycling portion of the development occurring Monday through Thursday and maintenance and repairing of equipment taking place on Fridays. Saturdays are reserved for either recycling or maintenance activities.

Technical Review Committee:

All affected City Departments have reviewed the proposed Application for Zoning Atlas Map Amendment and have provided conditional approval based on compliance with requirements of the City Code. The comments generated from the technical review, and any responses by the applicant are provided for review.

Planning Board:

The Planning Board at their meeting on August 13, 2019 and voted 5-0 to recommend approval of the request with 11 conditions. The Planning Board does not review Final Plats pursuant to City Code 18-9 (b).

Public Notification:

Thirty-one letters were sent out to property owners within 500 feet of the subject property. There have not been any letters returned and an update will be given at the City Commission meeting.

Staff Recommendation:

The requested Application for Zoning Atlas Amendment meets the criteria specified in Sections 22-40 and 22-131 of the City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare, Therefore Staff recommends **APPROVAL** of the request with the following 11 conditions.

1. The height of staked materials shall not exceed 25 feet.

2. At time of Building Permit submittal, a copy of the FDEP Air General Permit shall be forwarded to the City's Engineering Department.

3. The Phase 2 parking lot shall include appropriate curbing at landscaped islands, as per the requirements listed in Section 22-187(12)(d).

4. Before a Certificate of Occupancy is issued, a Landscape Bond shall be submitted for all proposed landscaping, pursuant to City Code 22-180, except for such bond being for a period of 60 months.

5. No melting or burning of any materials shall take place on site.

6. The operations shall adhere to the submitted and approved truck route to and from the site. Any deviation from this approved truck route shall be subject to review and approval by the Planning Department.

7. The operation shall adhere to the noise Ordinance, as outlined in Sections 11-52 through 11-52.22.

8. The eastern limit of the aggregate recycling facility shall now become the quarter section line.

9. The operator shall adhere to the D. S. Eakins Construction Corporation Dust Mitigation Plan for the Fr. Pierce Industrial Aggregate Recycling Facility, provided with the application submittal May 31, 2019. The operator shall maintain records of the actions taken to control dust in the plan. The records shall be available to the City of Fort Pierce and the School Board of St. Lucie County.

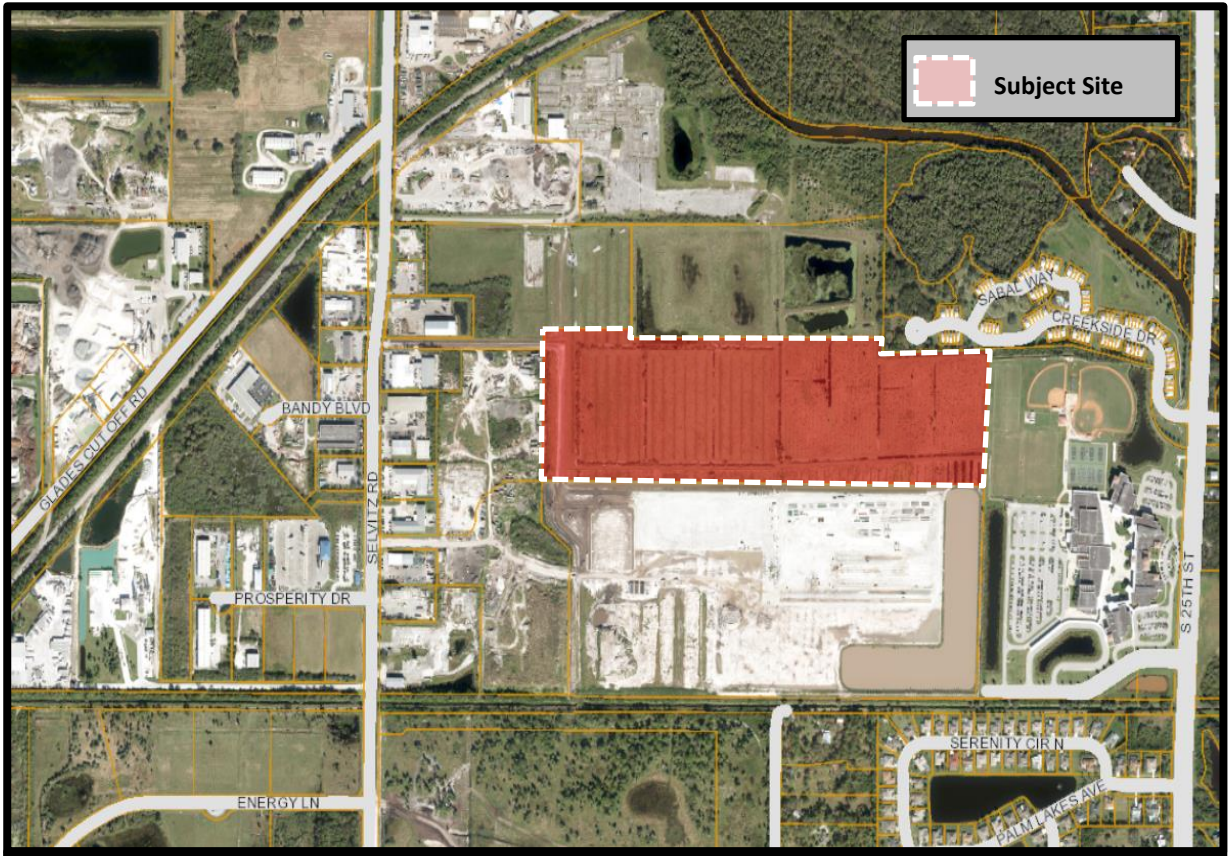
10. Landscape on the East/Northeast buffers shall be properly maintained, and any dead or nonproductive plant material shall be replaced. It shall be provided with a permanent irrigation system. The landscaping shall be comprised of a berm of at least 15 feet in height with opaque fencing a minimum 8 feet in height erected on top.

11. The work hours shall be 7 AM until 7 PM Monday thru Saturday.

Staff Recommendation: Final Plat

The Final Plat meets the above standards of the City's Land Development Code and Comprehensive Plan; therefore, Staff recommends **APPROVAL** of the request with the following condition:

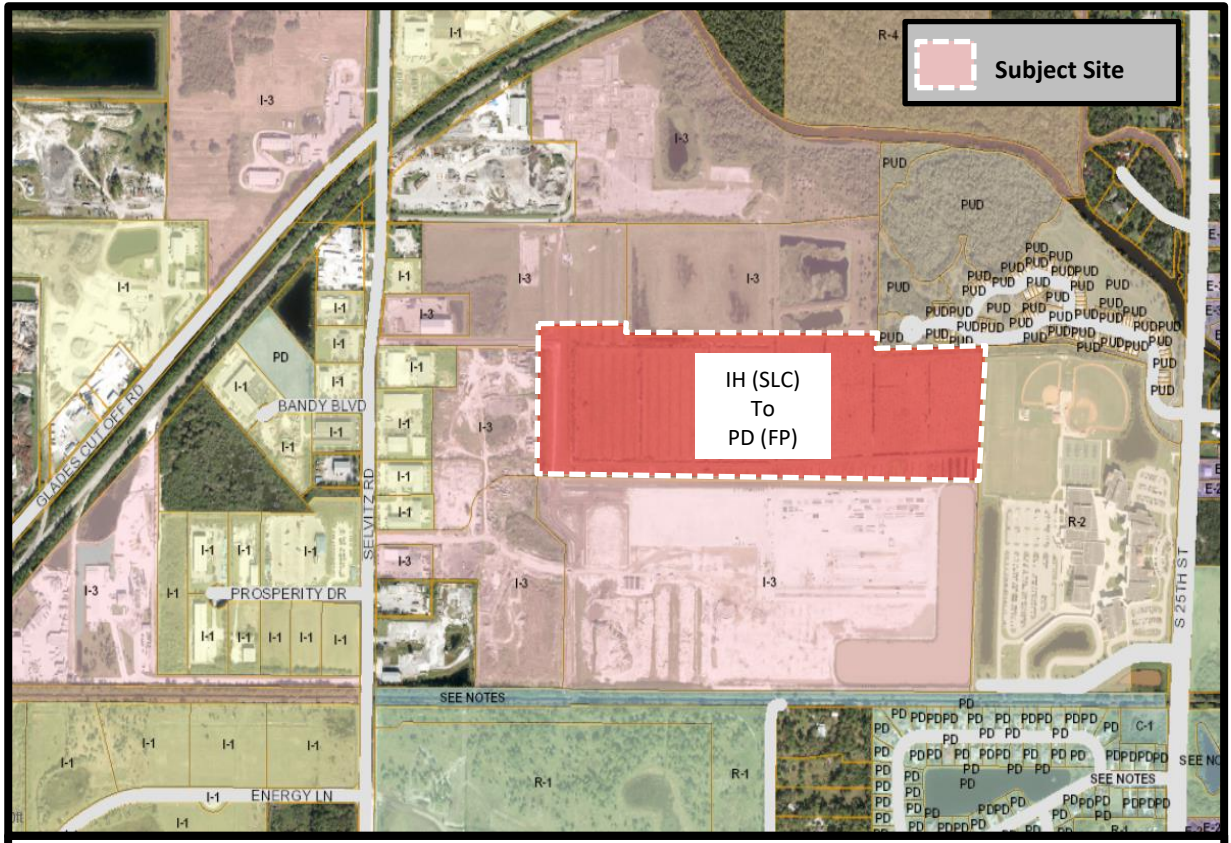
1. The applicant will supply two (2) Mylars before the City Commission meeting for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.



THE SUNRISE CITY FORT PIERCE Florida

Zoning Atlas Map Amendment
Fort Pierce Aggregate Facility
Aerial Map

N W E S



THE SUNRISE CITY
FORT PIERCE
Florida

Zoning Atlas Map Amendment
Fort Pierce Aggregate Facility
Zoning Map

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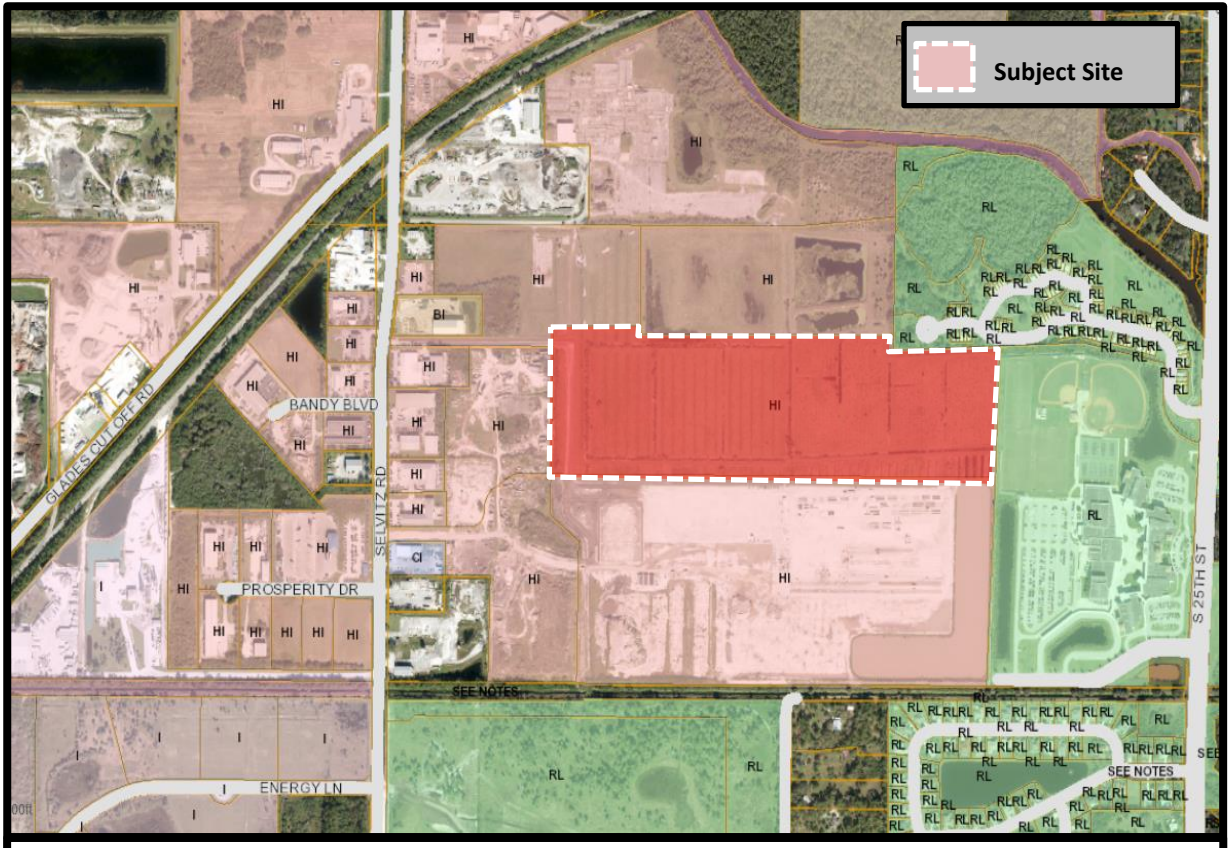


THE SUNRISE CITY
FORT PIERCE
Florida

Zoning Atlas Map Amendment
Fort Pierce Aggregate Facility
Future Land Use Map

N
W E
S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

May 16, 2019

Emily O'Mahoney, (Gentile, Glas, Holloway, O'Mahoney & Associates Inc.)
1907 Commerce Lane
Jupiter, FL 33458

SUBJECT: **FP Aggregate Facility – 3896 Selvitz Road**
TECHNICAL REVIEW PROJECT: # 19-43900003
ZONING ATLAS MAP AMENDMENT TO PD

Comments:

1. Staff cannot support the storage of outdoor materials at 30 feet as proposed. Staff would support between 8-15 feet, but all fences around the storage site would need to be at the height of stored material.
2. As the City Commission decides the thresholds for site plan review. The proposal of review for all site plans 25,000 square feet & over cannot be supported. Please note that the City now has a minor and major site plan review. All major site plan review is 4,000 square feet & over, with minor site plan review being 3,999 square feet & under.
3. The opaque fence should be 100% not 95% as shown. Adjust the plans to show this change.
4. All irrigation of landscaping & vegetation should be a permanent system and not temporary as proposed. With a temporary system how would the plants get watered if the system were to be discontinued? Adjust the system to a permanent system to allow for continued watering of all onsite landscaping & vegetation.
5. As a note the parking standards are located in City Code 22-60 and not the I-3 zoning district code as laid out in the proposed PD plan. Make this minor adjustment to your PD Zoning Plan.
6. As a note the property still has a St. Lucie County zoning of IH, Industrial Heavy and not a City zoning of I-3, Heavy Industrial. Adjust the plans and Narrative where I-3 is mentioned as the zoning on the property.

Please provide a written response to all TRC comments and provide submittal (10 hard copies/1 digital copy) of all materials by May 31, 2019 to advance to the Planning Board. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

RECEIVED

JUN 04 2019

CITY OF FORT PIERCE
PLANNING & ZONING

TO : Brandon Creagan, Planner

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

RE : Fort Pierce Industrial Aggregate Recycling – 3896 Selvitz Road
Planned Development Application
TRC No. 19-43900003

DATE : June 4, 2019

This is to advise you that we have completed the review of the following documents as received by this office on May 31, 2019:

- [x] Planned Development Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend w/ Conditions
- [ ] Do not Recommend

- [x] Approval of PD
- [ ] Building Permit
- [ ] C/O

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

- [x] See attached for engineering conditions of approval

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. At time of Building Permit submittal, please forward a copy of the FDEP Air General Permit.
2. The Phase II parking lot shall include the appropriate curbing at all landscaped islands as per the requirements listed in the City of Fort Pierce Code of Ordinances Section 22-187(12)(d).

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

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

RE : Fort Pierce Industrial Aggregate Recycling – 3896 Selvitz Road
Planned Development Application
TRC No. 19-43900003

DATE : May 15, 2019

This is to advise you that we have completed the review of the following documents as received by this office on May 3, 2019:

- [x] Planned Development Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend
- [x] Approval of PD
- [ ] Building Permit
- [ ] C/O

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

- [x] See attached for engineering comments

Q:\ENGINEERING\Site Development Projects\F\Fort Pierce Industrial Aggregate Recycling\Plat and PD\Submittal No. 1 - 050319\Planned Development\Plannned Development Comments - 051519.docx

ENGINEERING COMMENTS:

1. Update the survey to include the total acreage of the property and include existing grade elevations extending a minimum of 50' off-site.
2. At time of Building Permit submittal, please forward a copy of the FDEP Air General Permit.
3. Update the site plan to include parking lot dimensions for the Gatehouse parking stalls and access aisle.
4. What is the composition of the material utilized to construct the 30' access road?

JRA/TST/tst

TST

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 5.16.19
Property Address: 3896 Selvitz Rd.
Property Name: DSE Holdings
Project Name:
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 5/13/19

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

May 16, 2019

TECHNICAL REVIEW PROJECT # 19-09000003 & 19-43900003

Final Plat & Planned Development – D.S.E. Holdings, Inc. – 3896 Selvitz Road

Comments

FPUA W/WW Engineering: Approved

FPUA Electric & Gas Engineering: Electric is available, but I need more info on service size and operating voltage

Technical Review Committee meeting

May 16th, 2019

Case # 19-09000003 / 19-43900003

Final Plat and planned development

D.S.E Holdings, 3896 Selvitz Rd., Ft. Pierce

Comments:

No comments.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

May 15, 2019

Project: **D.S.E. Holdings Selvitz Road**
Subject: **Design Review Comments**
To: Brandon Creagan
From: Grant Chambers

1. Are improvements to the driveway on Selvitz road proposed? Please identify the existing driveway on the survey and dimension the radius of return to verify the driveway will be functional for the intended uses.
2. A review of the traffic report may be required by an outside consultant at the cost of the applicant.

ST. LUCIE COUNTY
PLANNING & DEVELOPMENT SERVICES
TECHNICAL REVIEW LETTER

TO:	Brandon Creagan, LEED Green Associate, Planner
FROM:	Kori Benton, Senior Planner
DATE:	May 15, 2019
SUBJECT:	**Final Plat & Planned Development – D.S.E. Holdings, Inc. – 3896 Selvitz Road** Technical Review Project#s 19-09000003 & 19-43900003

The St. Lucie County Planning & Development Services Department has completed a review of the distribution (resubmittal) of Technical Review Projects 19-09000003 & 19-43900003.

Background

Application for a Zoning Atlas Map Amendment and Final Plat for the construction and operation of a Concrete Aggregate Recycling Facility located at 3896 Selvitz Road. The property is zoned St. Lucie County IH, Industrial Heavy with a City of Fort Pierce Future Land Use of HI, Heavy Industrial. The property size is approximately 52 acres. The rezoning would seek to change the zoning to City of Fort Pierce PD, Planned Development. The Final Plat would seek to plat the property as this property has been split off more than once from the former parent tract and platting is required per Chapter 18 of the Fort Pierce City Code and Florida State Statue Chapter 177.

Review Comments

Thank you for providing responses to previous comments and notes. The redesigned development plan presents notable improvements in layout and orientation, with adjacent uses.

General Notes:

- The City may encouraged to use an alternative to chain link fence with an opaque screen or appropriate conditions applied to maintenance.
- The small modular office facility (permanent) is encouraged to meet any applicable design review guidelines.
- In the absence of the property featuring any roadway/street frontage, the City may consider requesting the applicant detail this waiver/deviation as part of the proposed PD, Planned Development.
- The Traffic Report references TPO counts for 2017, whereas the 2018 counts may be available. Is the TPO standard evaluation for this project, 1-mile (used) or 2-miles? The City of Fort Pierce may consider any vested or committed trips from the LTC Ranch Project to review potential impacts.
- The landscape plan (current or revised) could not be located within the transmitted packet.

Please contact me at 772-462-2518 if you have any questions or would like to discuss the presented comments.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

May 16, 2019

Emily O'Mahoney, (Gentile, Glas, Holloway, O'Mahoney & Associates Inc.)
1907 Commerce Lane
Jupiter, FL 33458

SUBJECT: **FP Aggregate Facility – 3896 Selvitz Road**
TECHNICAL REVIEW PROJECT: # 19-43900003
ZONING ATLAS MAP AMENDMENT TO PD

Comments:

1. Staff cannot support the storage of outdoor materials at 30 feet as proposed. Staff would support between 8-15 feet, but all fences around the storage site would need to be at the height of stored material.
2. As the City Commission decides the thresholds for site plan review. The proposal of review for all site plans 25,000 square feet & over cannot be supported. Please note that the City now has a minor and major site plan review. All major site plan review is 4,000 square feet & over, with minor site plan review being 3,999 square feet & under.
3. The opaque fence should be 100% not 95% as shown. Adjust the plans to show this change.
4. All irrigation of landscaping & vegetation should be a permanent system and not temporary as proposed. With a temporary system how would the plants get watered if the system were to be discontinued? Adjust the system to a permanent system to allow for continued watering of all onsite landscaping & vegetation.
5. As a note the parking standards are located in City Code 22-60 and not the I-3 zoning district code as laid out in the proposed PD plan. Make this minor adjustment to your PD Zoning Plan.
6. As a note the property still has a St. Lucie County zoning of IH, Industrial Heavy and not a City zoning of I-3, Heavy Industrial. Adjust the plans and Narrative where I-3 is mentioned as the zoning on the property.

Please provide a written response to all TRC comments and provide submittal (10 hard copies/1 digital copy) of all materials by May 31, 2019 to advance to the Planning Board. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

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

RE : Fort Pierce Industrial Aggregate Recycling – 3896 Selvitz Road
Planned Development Application
TRC No. 19-43900003

DATE : May 15, 2019

This is to advise you that we have completed the review of the following documents as received by this office on May 3, 2019:

- [x] Planned Development Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend
- [x] Approval of PD
- [ ] Building Permit
- [ ] C/O

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

- [x] See attached for engineering comments

Q:\ENGINEERING\Site Development Projects\F\Fort Pierce Industrial Aggregate Recycling\Plat and PD\Submittal No. 1 - 050319\Planned Development\Plannned Development Comments - 051519.docx

ENGINEERING COMMENTS:

1. Update the survey to include the total acreage of the property and include existing grade elevations extending a minimum of 50' off-site.
2. At time of Building Permit submittal, please forward a copy of the FDEP Air General Permit.
3. Update the site plan to include parking lot dimensions for the Gatehouse parking stalls and access aisle.
4. What is the composition of the material utilized to construct the 30' access road?

JRA/TST/tst

TST

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Brandon Creagan, Planner

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

Re : D.S.E. Holdings Final Plat
3896 Selvitz Road
TRC No. 19-09000003

Date : May 16, 2019

This is to advise you that we have completed the review of the following documents as received by this office on May 3, 2019:

- [x] Final Plat Submittal
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [ ] Approval of Site Plan
- [x] Approval of Final Plat
- [ ] C/O

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

- [x] See attached for comments

Q:\ENGINEERING\Site Development Projects\D\DSE Holdings\Final Plat and PD\Submittal No. 1 - 050219\Plat Comments - 051619.docx

ENGINEERING COMMENTS:

1. Please make the following modifications to the submitted plat:
    a. Sheet 1 of 2 – Add the City Attorney's Certification
    b. Sheet 1 of 2 – Under the description revise the bearing noted as N 87°33'45" E to match the bearing identified on Sheet 2 of 2 which identifies the bearing as N 87°33'45 W
    c. Sheet 1 of 2 – Under the City Commission Certificate revise the plat from preliminary to final.
    d. Sheet 1 of 2 – Remove the reference to Preliminary as stamped at the bottom of the page.
    e. Sheet 1 of 2 – Rename the "Certification of City Surveyor" to read "Certification of City's Reviewing Surveyor".
    f. Sheet 1 of 2 – Under the Certification of City Surveyor, update the surveyor's name to Gregory S. Fleming, Florida Registration No. 4350, City of Fort Pierce.
2. Advisory Comment: Additional review comments may be forthcoming once the City's reviewing surveyor has completed his review. His review of the plat will commence once review fees have been paid, see attached invoice.

JRA/TST/tst

TST

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

NORTHSTAR GEOMATICS

SURVEYING/MAPPING
GEOGRAPHIC INFORMATION SYSTEMS
ASSET INVENTORY

P.O. Box 2371
Stuart, FL 34995

Invoice

Date	Invoice #
5/13/2019	6356

Bill To:
City of Ft. Pierce Engineering Attn: Tracy Telle P O Box 1480 Ft. Pierce, FL 34954-1480

NS Proj # / Location	P.O. Number:	Terms
19-029		Due on Receipt

Item	Description	Hours/Qty	Rate	Amount
Lump Sum	Professional Plat Review and PRM Inspection --- D.S.E. Holdings Plat		1,200.00	1,200.00

Total	$1,200.00
Payments/Credits	$0.00
Balance Due	$1,200.00

Phone #	Fax:
772-781-6400	772-781-6462

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 5.16.19
Property Address: 3896 Selvitz Rd.
Property Name: DSE Holdings
Project Name:
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 5/13/19

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

May 16, 2019

TECHNICAL REVIEW PROJECT # 19-09000003 & 19-43900003

Final Plat & Planned Development – D.S.E. Holdings, Inc. – 3896 Selvitz Road

Comments

FPUA W/WW Engineering: Approved

FPUA Electric & Gas Engineering: Electric is available, but I need more info on service size and operating voltage

Technical Review Committee meeting

May 16th, 2019

Case # 19-09000003 / 19-43900003

Final Plat and planned development

D.S.E Holdings, 3896 Selvitz Rd., Ft. Pierce

Comments:

No comments.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

May 15, 2019

Project: **D.S.E. Holdings Selvitz Road**
Subject: **Design Review Comments**
To: Brandon Creagan
From: Grant Chambers

1. Are improvements to the driveway on Selvitz road proposed? Please identify the existing driveway on the survey and dimension the radius of return to verify the driveway will be functional for the intended uses.
2. A review of the traffic report may be required by an outside consultant at the cost of the applicant.

ST. LUCIE COUNTY
PLANNING & DEVELOPMENT SERVICES
TECHNICAL REVIEW LETTER

TO:	Brandon Creagan, LEED Green Associate, Planner
FROM:	Kori Benton, Senior Planner
DATE:	May 15, 2019
SUBJECT:	**Final Plat & Planned Development – D.S.E. Holdings, Inc. – 3896 Selvitz Road** Technical Review Project#s 19-09000003 & 19-43900003

The St. Lucie County Planning & Development Services Department has completed a review of the distribution (resubmittal) of Technical Review Projects 19-09000003 & 19-43900003.

Background

Application for a Zoning Atlas Map Amendment and Final Plat for the construction and operation of a Concrete Aggregate Recycling Facility located at 3896 Selvitz Road. The property is zoned St. Lucie County IH, Industrial Heavy with a City of Fort Pierce Future Land Use of HI, Heavy Industrial. The property size is approximately 52 acres. The rezoning would seek to change the zoning to City of Fort Pierce PD, Planned Development. The Final Plat would seek to plat the property as this property has been split off more than once from the former parent tract and platting is required per Chapter 18 of the Fort Pierce City Code and Florida State Statue Chapter 177.

Review Comments

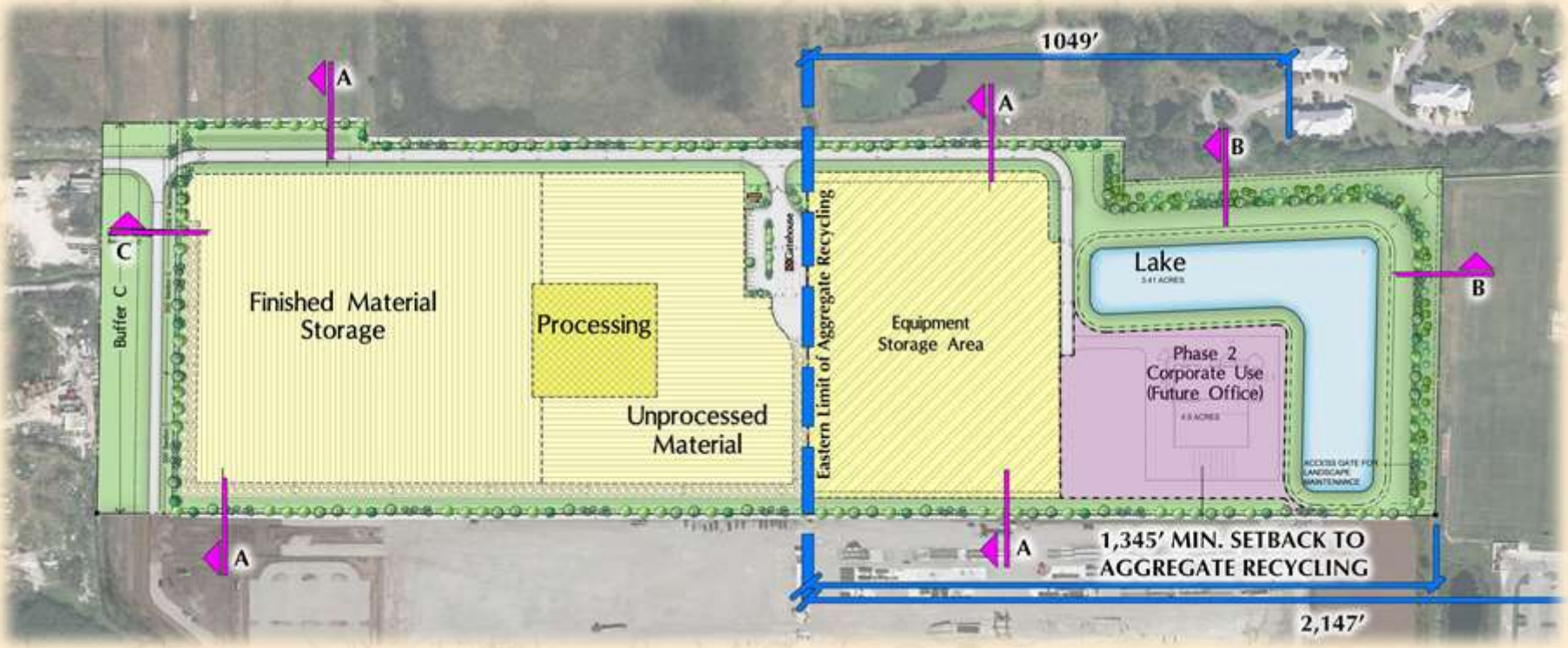
Thank you for providing responses to previous comments and notes. The redesigned development plan presents notable improvements in layout and orientation, with adjacent uses.

General Notes:

- The City may encouraged to use an alternative to chain link fence with an opaque screen or appropriate conditions applied to maintenance.
- The small modular office facility (permanent) is encouraged to meet any applicable design review guidelines.
- In the absence of the property featuring any roadway/street frontage, the City may consider requesting the applicant detail this waiver/deviation as part of the proposed PD, Planned Development.
- The Traffic Report references TPO counts for 2017, whereas the 2018 counts may be available. Is the TPO standard evaluation for this project, 1-mile (used) or 2-miles? The City of Fort Pierce may consider any vested or committed trips from the LTC Ranch Project to review potential impacts.
- The landscape plan (current or revised) could not be located within the transmitted packet.

Please contact me at 772-462-2518 if you have any questions or would like to discuss the presented comments.

Ft. Pierce Industrial Aggregate Recycling Facility Planned Development

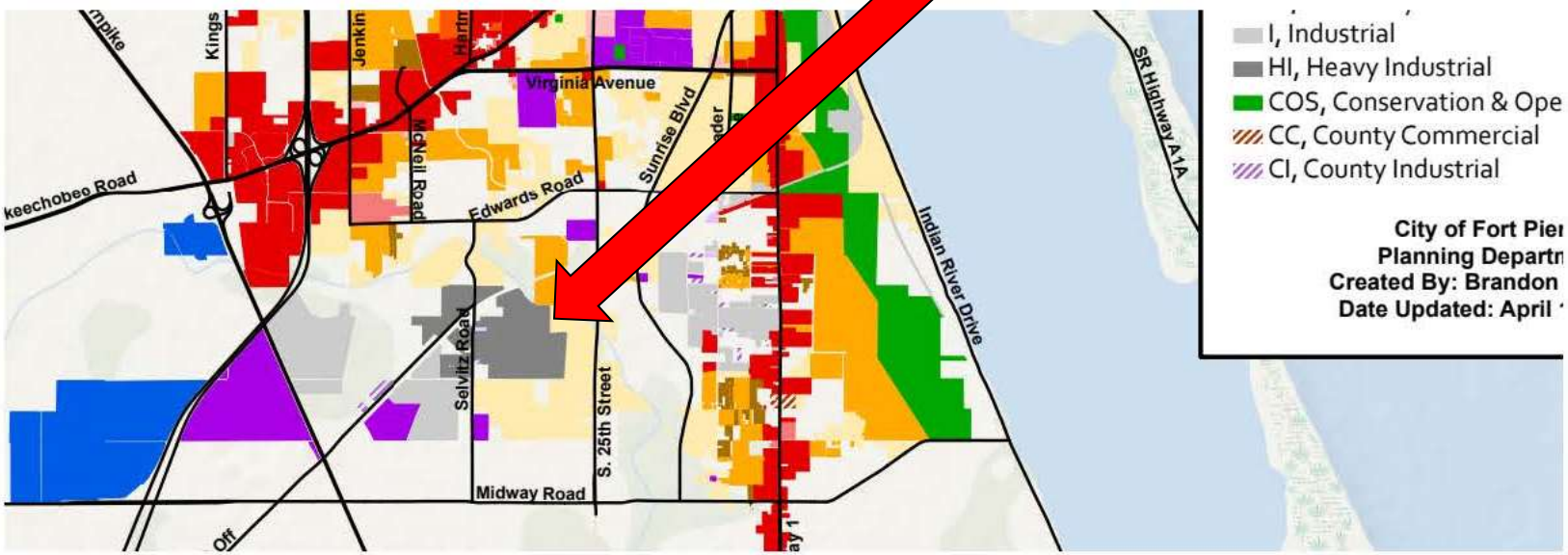


DSE Holdings

Our Family

Our Story

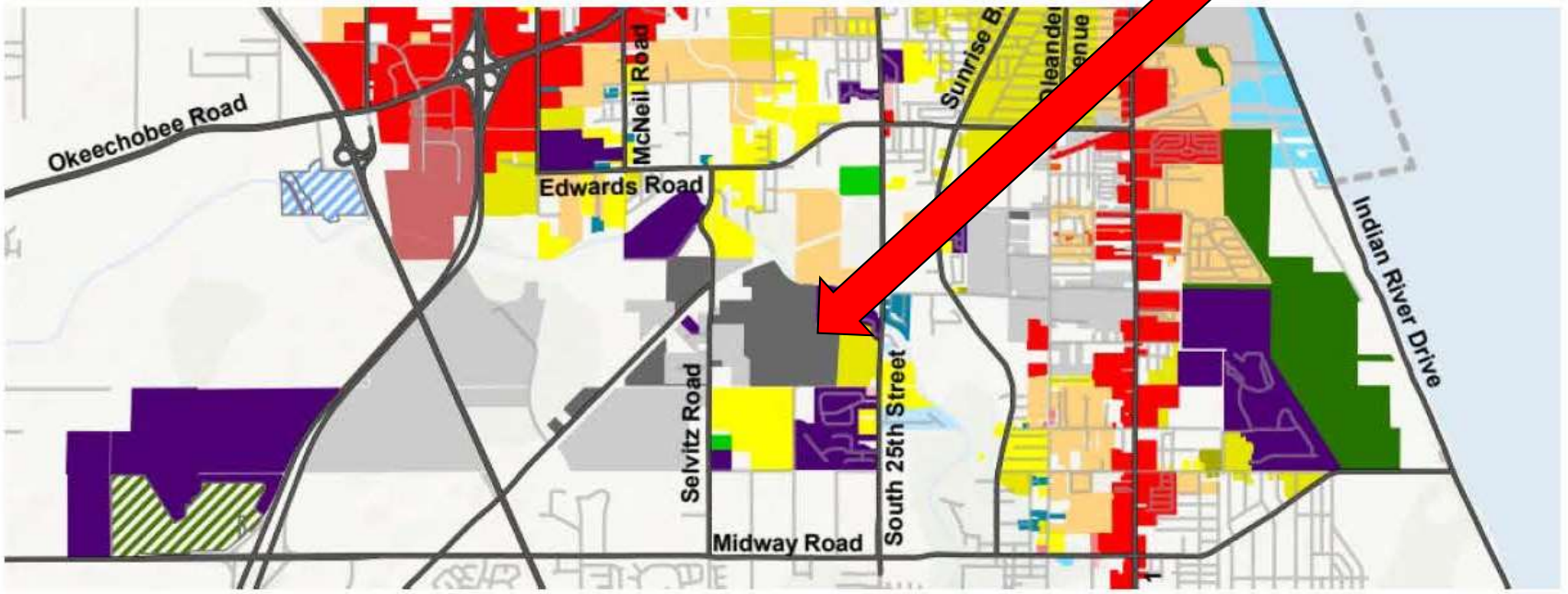
- 2017 - DSE Holdings looked for a piece of land with Heavy **Industrial** FLU & Zoning in Ft. Pierce



Future land use 2019

Our Story

- 12/19/2017 - Zoning Confirmation from the City - *a 31 page document*



Zoning Map 2019

Our Story

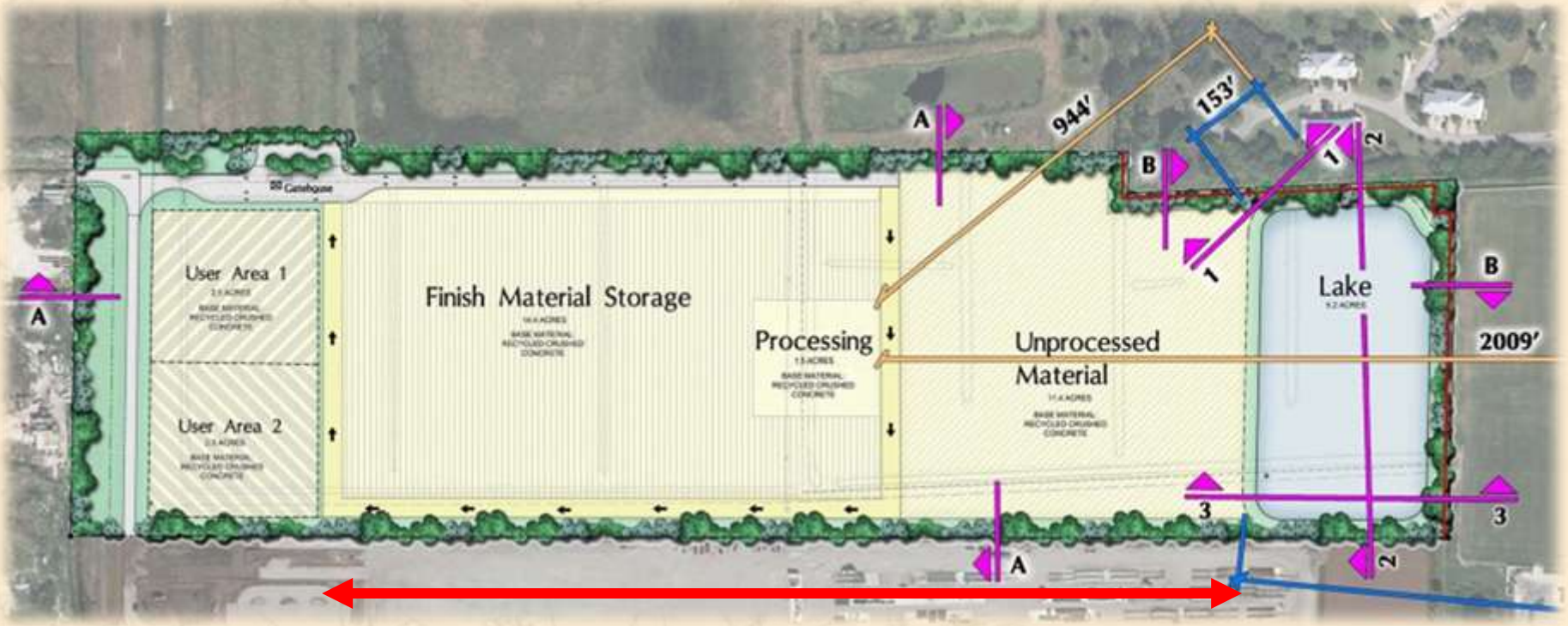
- DSE Holdings – bought property in 03/02/2018

Our Story

- In an Industrial Area

Our Story

- Original Application Submittal – Conditional Use Application – 11/30/2018



Our Story

- Neighborhood Public Workshop – 01/20/19

  We listened and acted to:

  - Moved the recycling to the west
  - Increased the buffer height and density

Our Story

- 1st Resubmittal – Changing Application to Planned Development – 04/30/2019 *public record*
- DSE Website Launched – 05/09/2019 *all plans available*
- 2nd Resubmittal – to address comments from staff regarding the PD Application – 05/31/2019 *public record*
- Project Door Hangers – 06/25/2019

  in prep for Planning and Zoning Hearing –July 9, 2019

Our Story

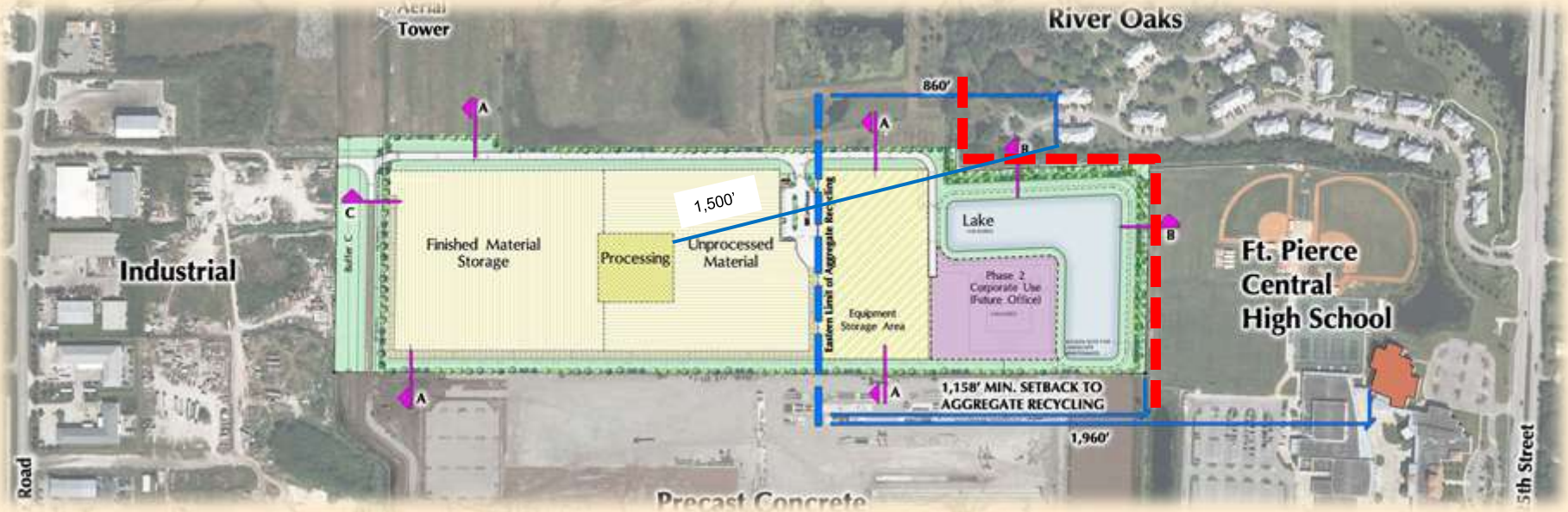
- Planning and Zoning Hearing – July 9, 2019 POSTPONED
- 2nd set of DOORHANGERS 8/6/19

Version 2

P&Z Meeting – 08/13/2019

Increased Buffers

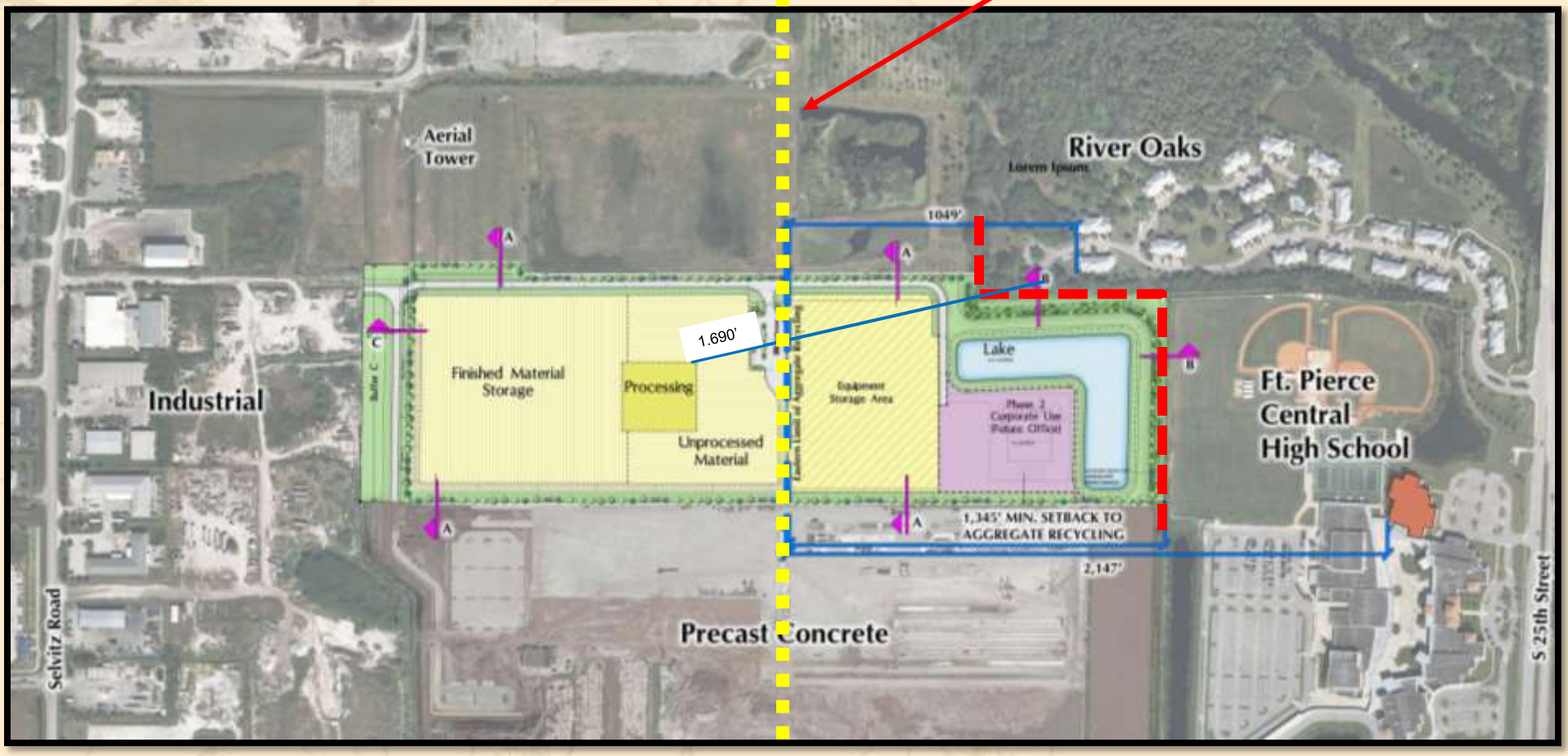
Separation of aggregate recycling



Project Request

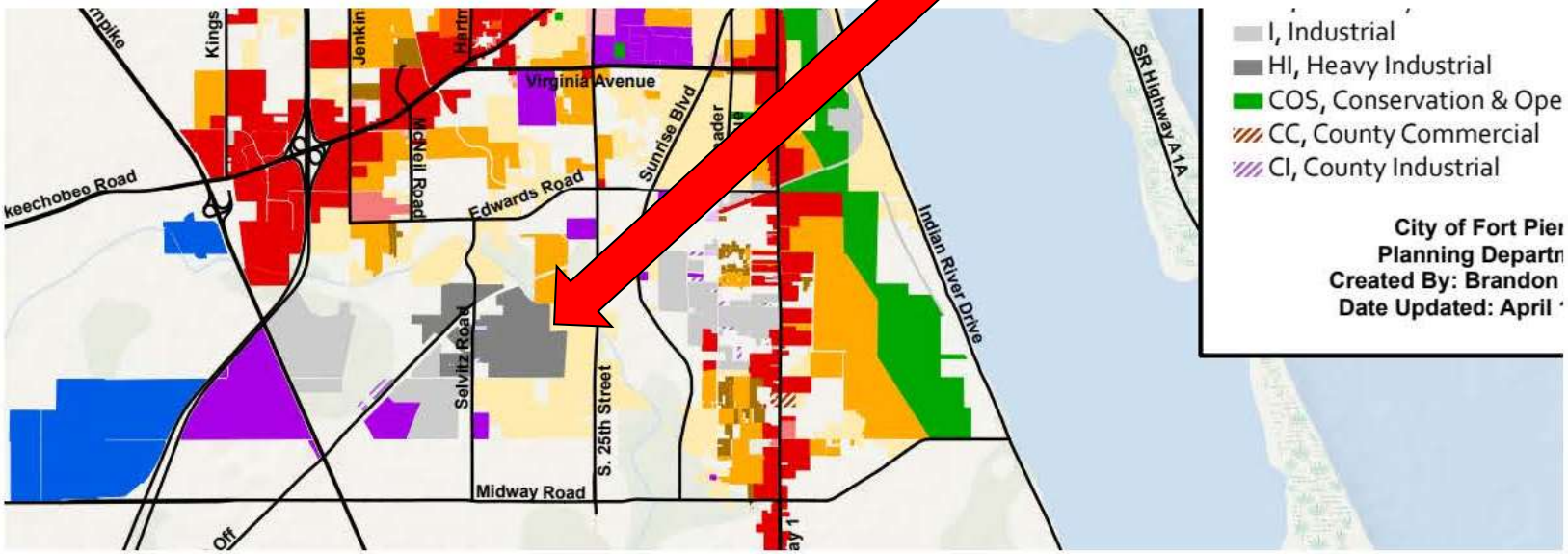
- Rezoning from IH (County) – Heavy Industrial to Planned Development (PD) to allow an aggregate recycling facility on 52.00 acres of land.
  - Includes a request to have outdoor storage of materials at 25 feet;
  - Hours of operation – 7am to 7pm Monday through Saturday, and;
  - Modified buffers to increased screening to residential & high school uses

Aerial



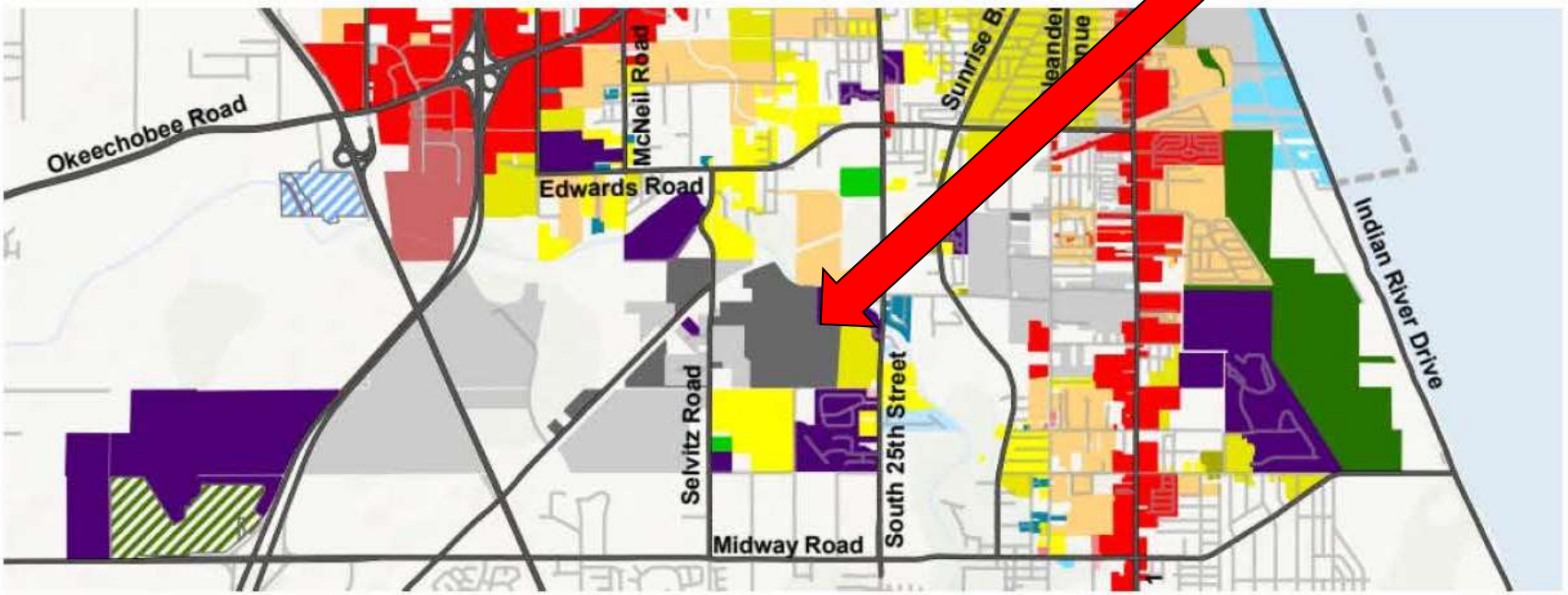
Moved Recycling 188’ west to ¼ Section Line

Fort Pierce Land Use



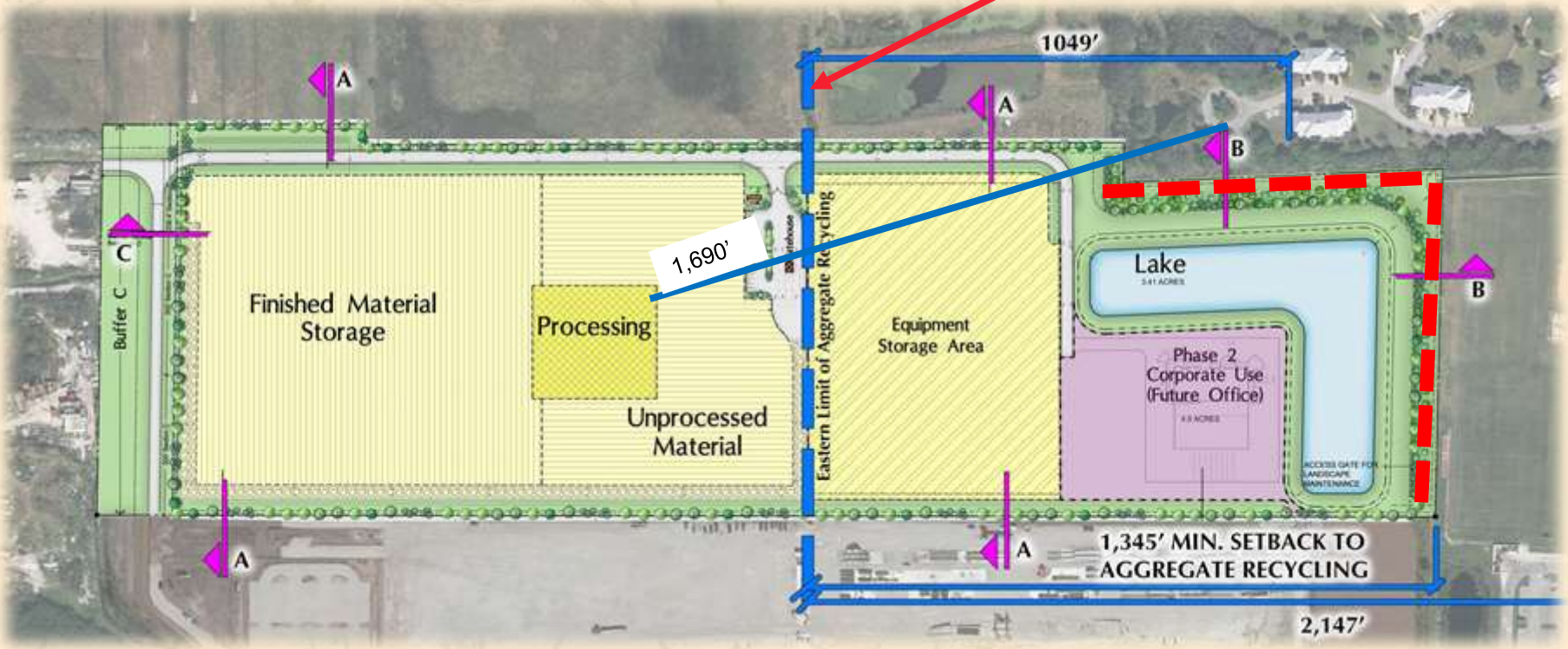
Future land use 2019

Fort Pierce Zoning Map



Zoning Map 2019

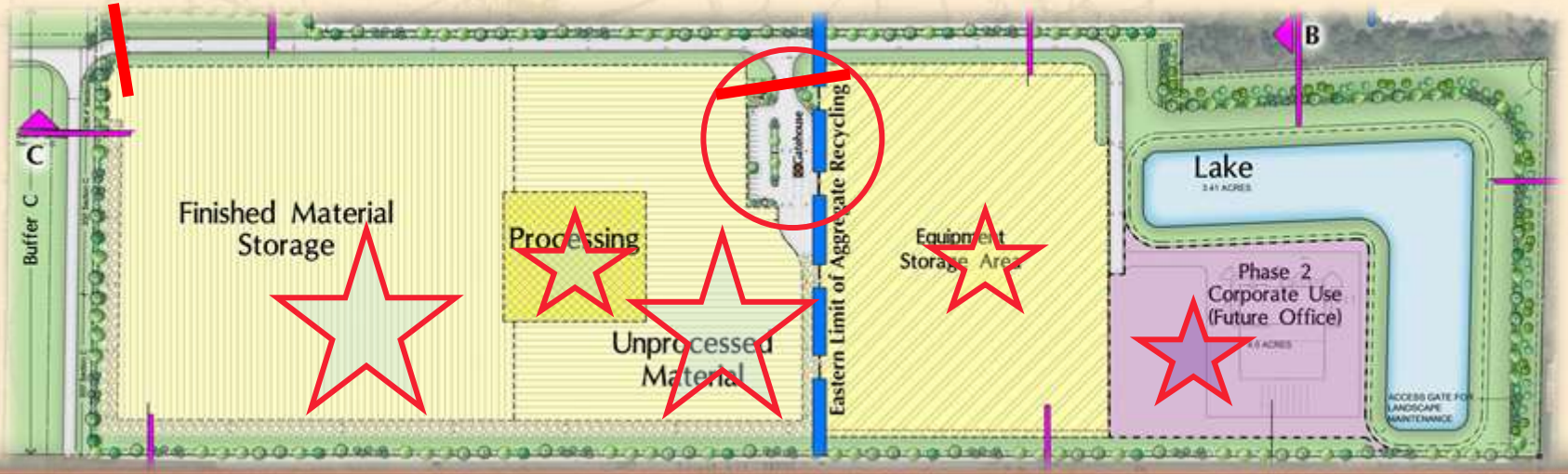
Proposed Site Plan



Recycling Area

Project Uses

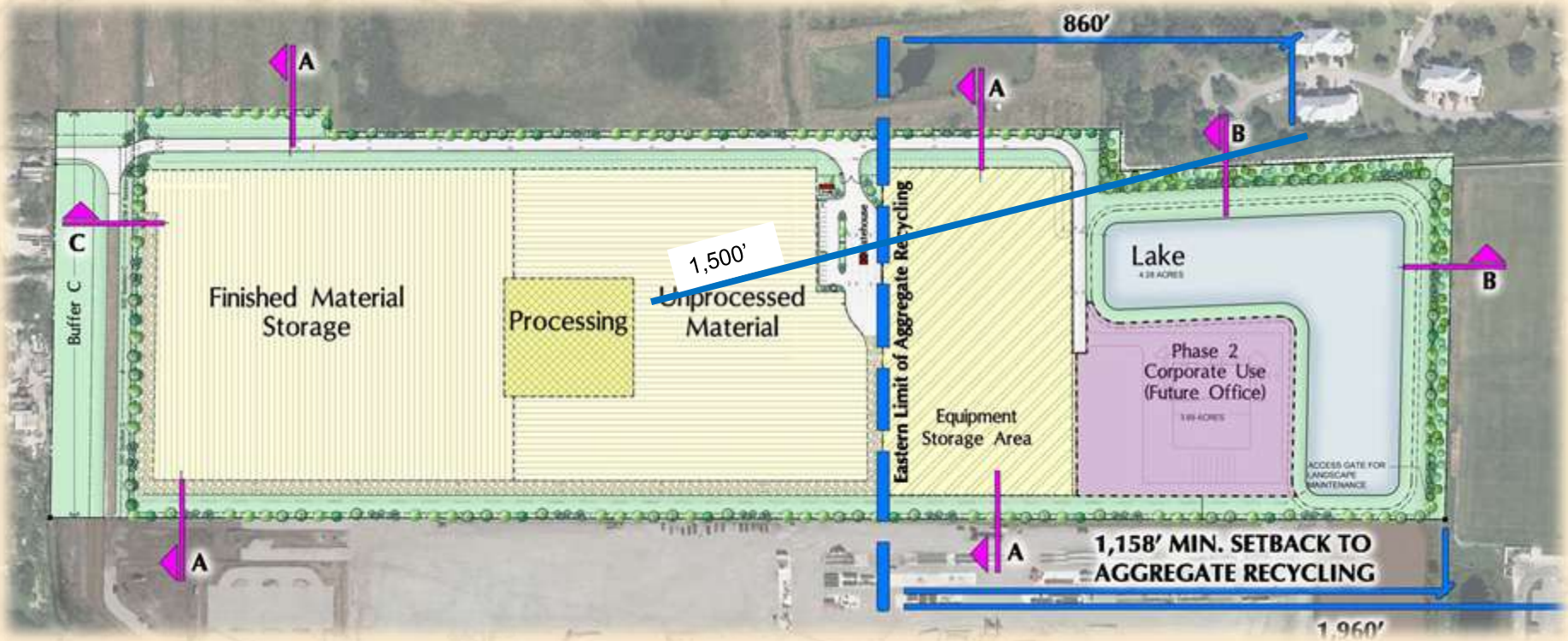
- **The following is a list of the areas on the PDD Development Plan:**
  - Finished material storage area – approximately 11.15 acres
  - Unprocessed materials area – approximately 6.13 acres;
  - Processing area – approximately 1.48 acres;
  - Equipment storage area – approximately 8.57 acres; and
  - Phase 2 office/warehouse area – approximately 3.69 acres.



Original Site Plan

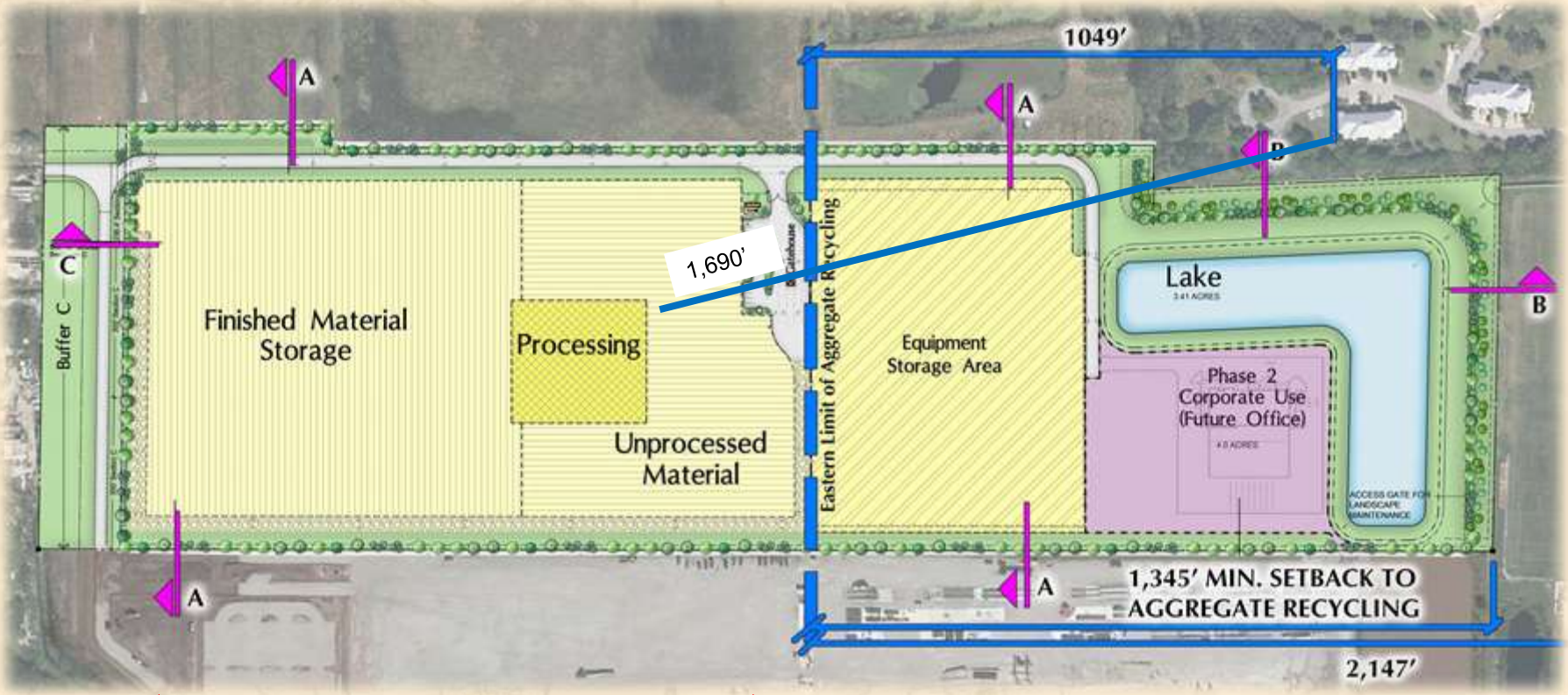
Recycling Area

P&Z Site Plan



Recycling Area

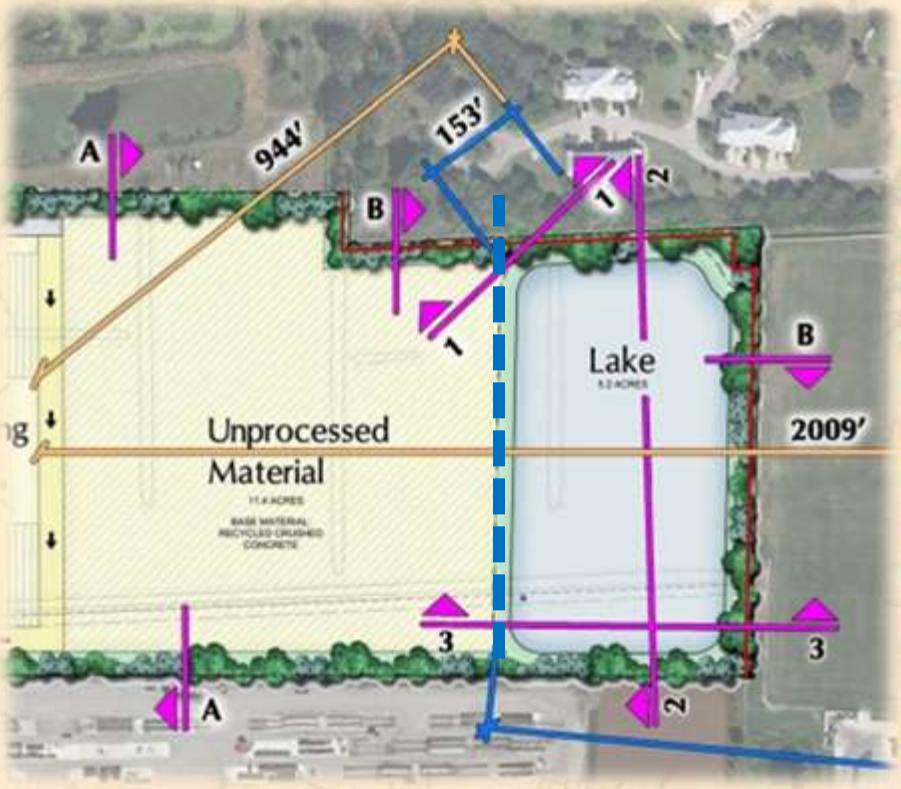
Current Proposed Site Plan



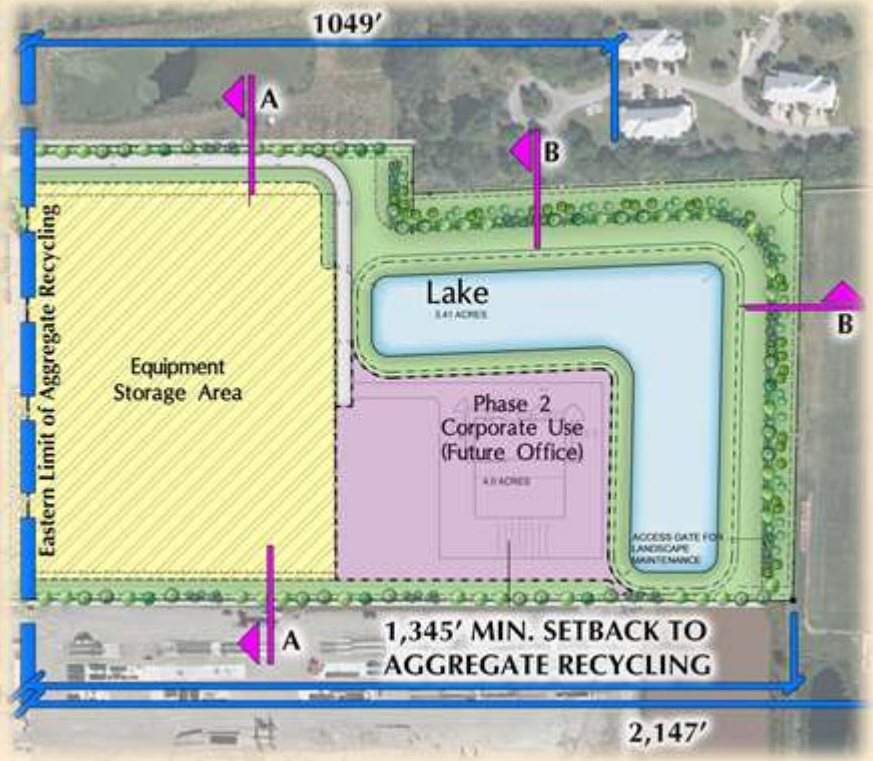
Recycling Area

Comparisons

Original Site Plan



Current Proposed Site Plan

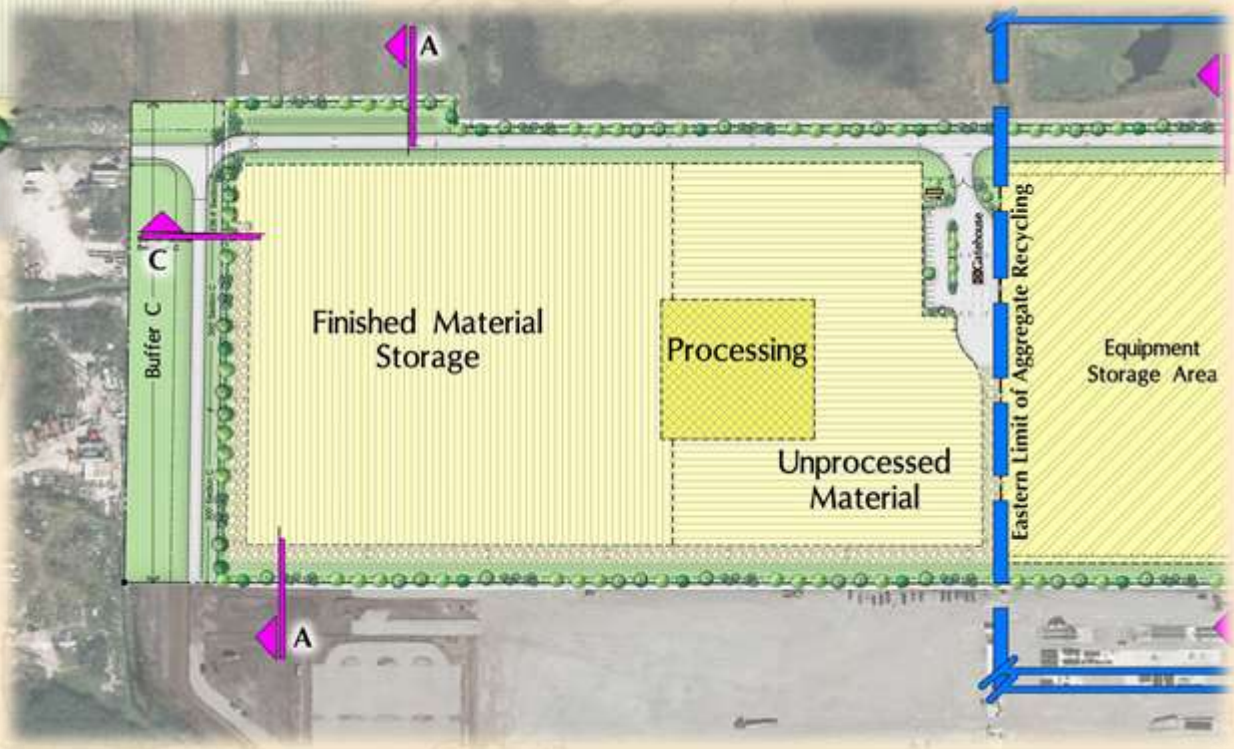


Unprocessed material is closer to the residential and the school

Unprocessed material is 1,345' setback from the school

Comparisons

Old Site Plan



Proposed Landscaping

- **Buffer A** (North and South) – 10 foot buffer with **1 tree per 30** linear feet.
- **Buffer B** (east and northeast) – 56 foot to 65 foot wide with 12 foot tall **trees 1 per 30** linear feet, plus 6 foot tall **trees at 1 per 15** linear feet, plus **shrubs at 1 per 2 linear feet**;
- **Buffer C** (west) – 10 foot buffer with 1 tree per 30 linear feet and shrubs.

Proposed Security

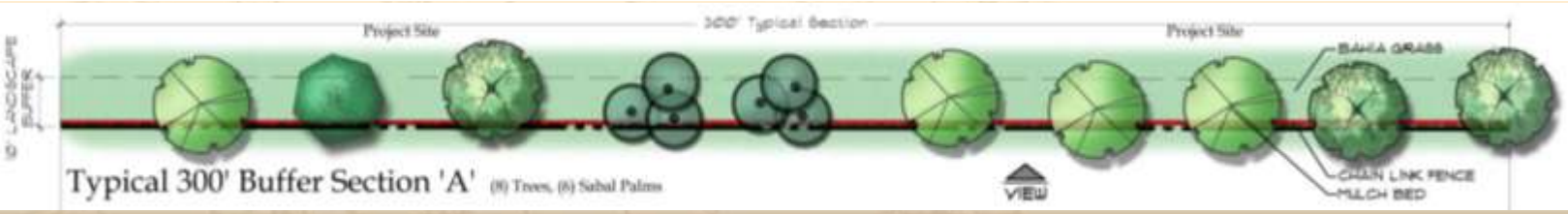
- **Buffer A** (North and South) – **8 foot** chain link fence on property line;
- **Buffer B** (east and northeast) – **8 foot** chain link fence with 95% sight obscuring wind screen on **15 foot high berm** – 56 foot or 65 foot inside the property line;
- **Buffer C** (west) – **12 foot** chain link fence with sigh obscuring wind screen on **3 foot high berm** set 10 feet inside the access easement.

300’ Buffer A

Typical Elevation A Buffer (at Maturity)

Typical Elevation A Buffer (at 5 years)

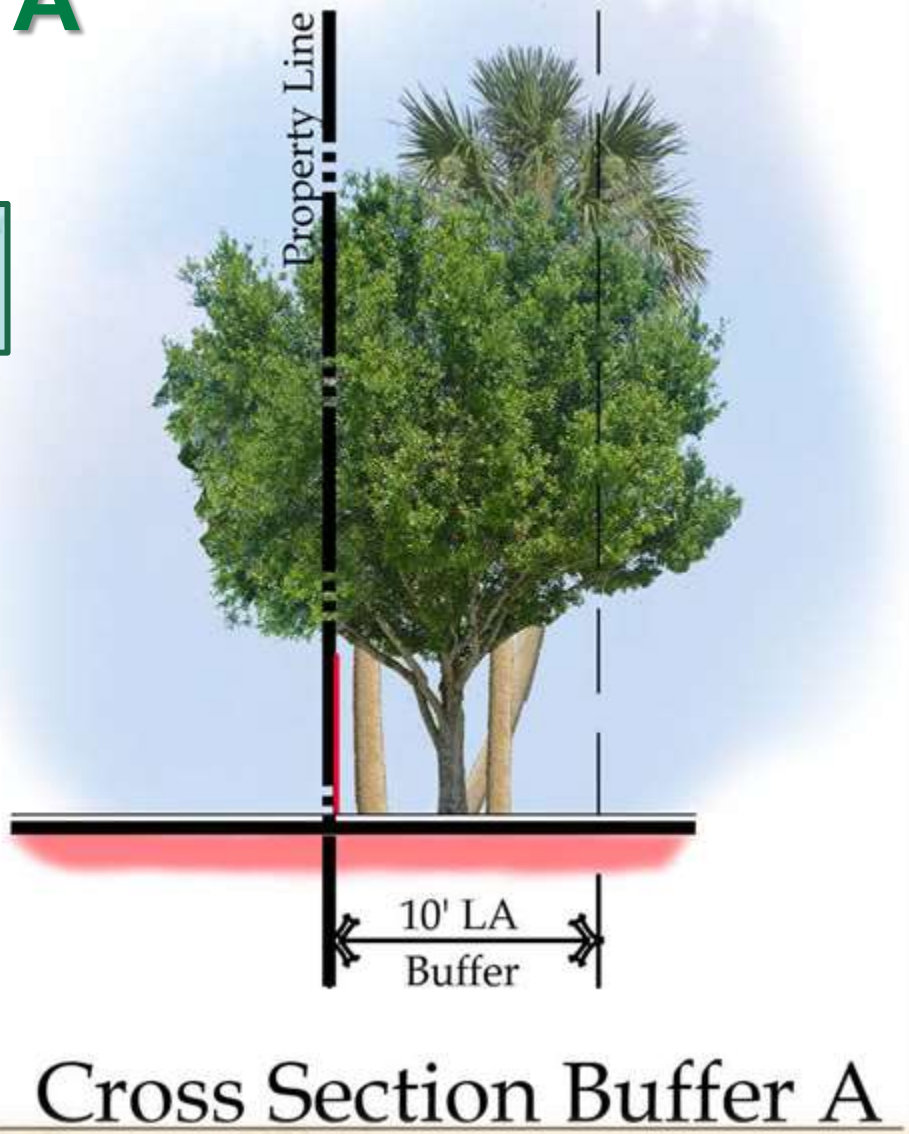
Typical Elevation A Buffer (at Initial Install)



Cross Section A

NO Fence Screening with Compatible Industrial Use

North and South Sides

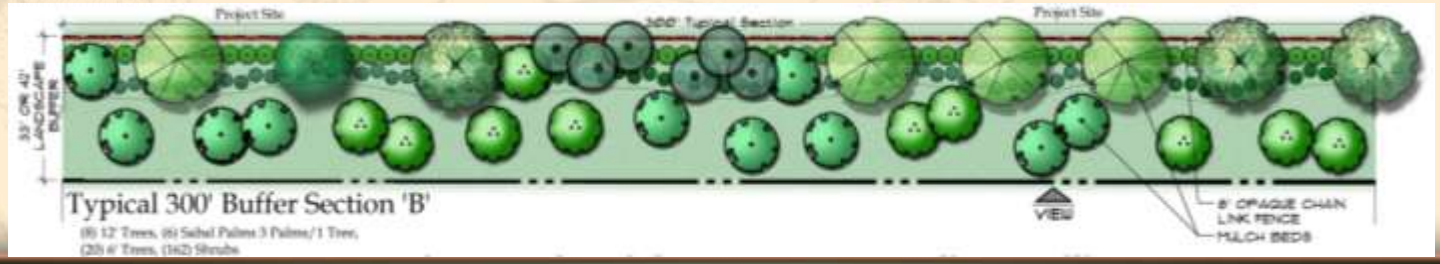


300’ Buffer B

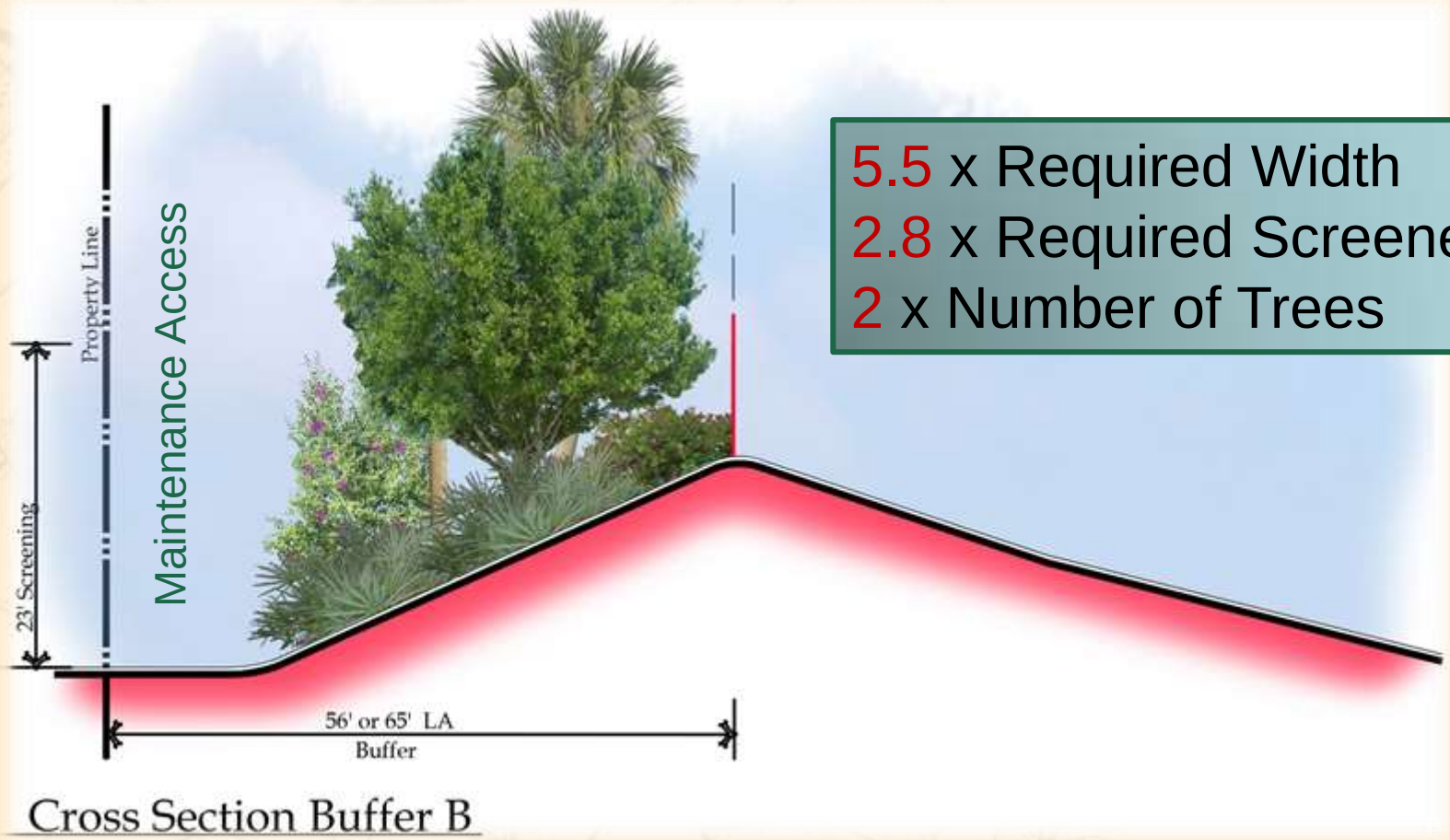
ypical Elevation B Buffer (at Maturity)

ypical Elevation B Buffer (at 5 years)

ypical Elevation B Buffer (at Initial Install)



Cross Section B



5.5 x Required Width
2.8 x Required Screened Ht.
2 x Number of Trees

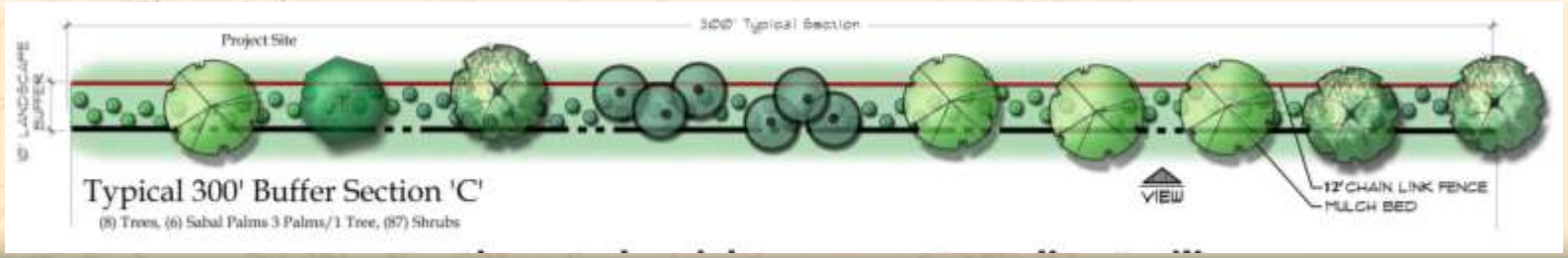
Northeast and East Sides

300’ Buffer C

Typical Elevation C Buffer (at Maturity)

Typical Elevation C Buffer (at 5 years)

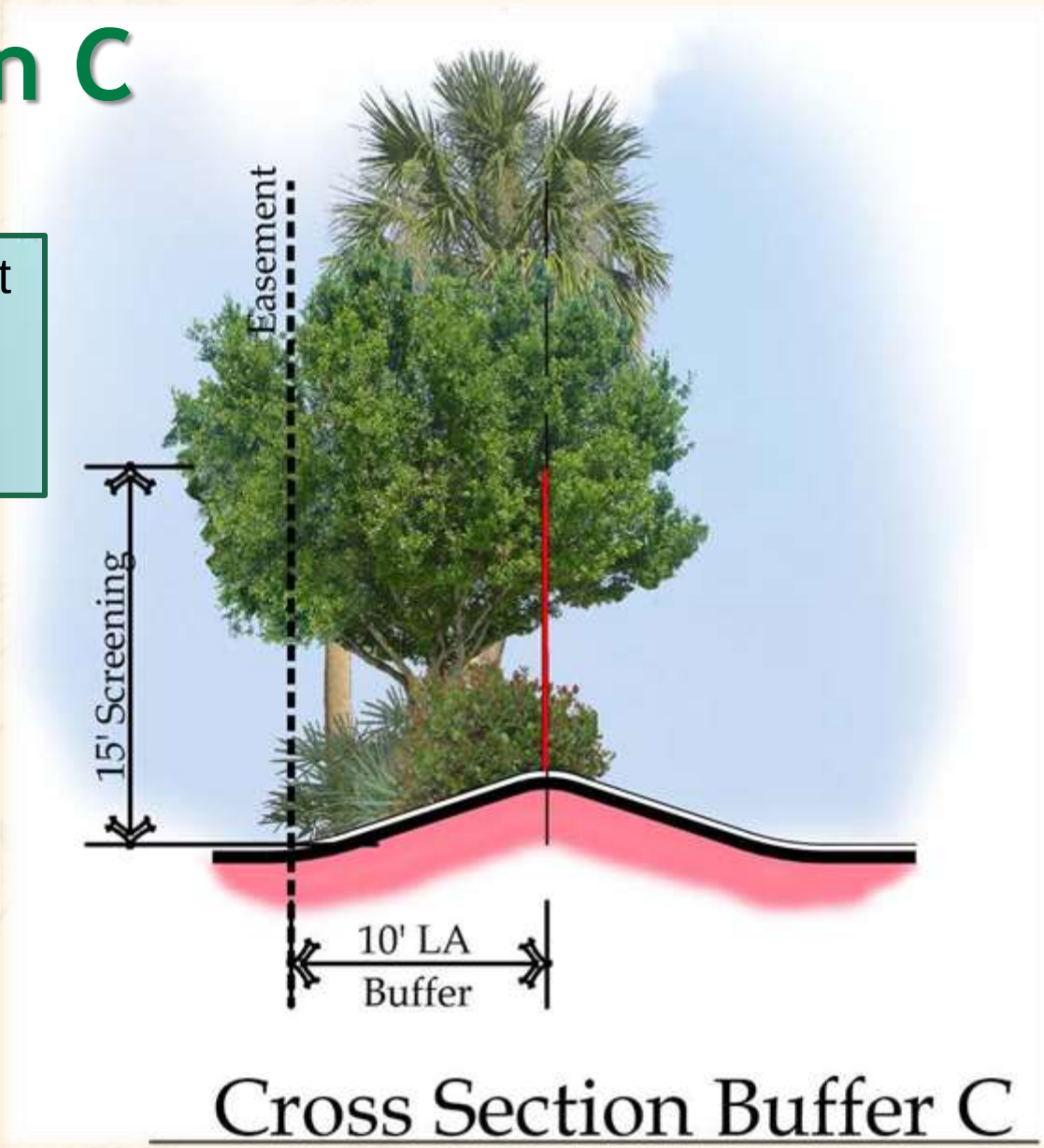
Typical Elevation C Buffer (at Initial Install)



Cross Section C

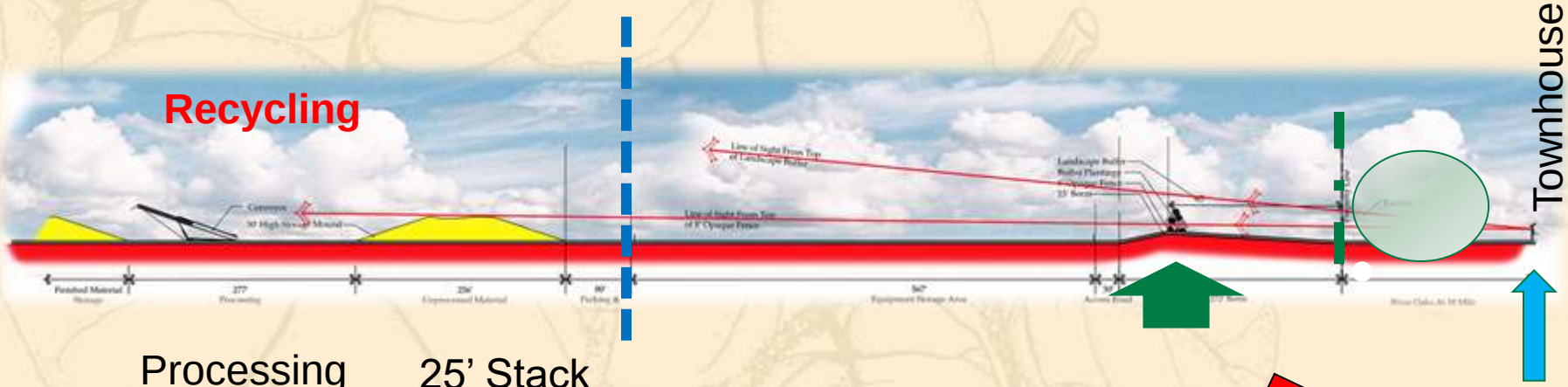
Against Access Easement

Planted per Right-of-Way Criteria

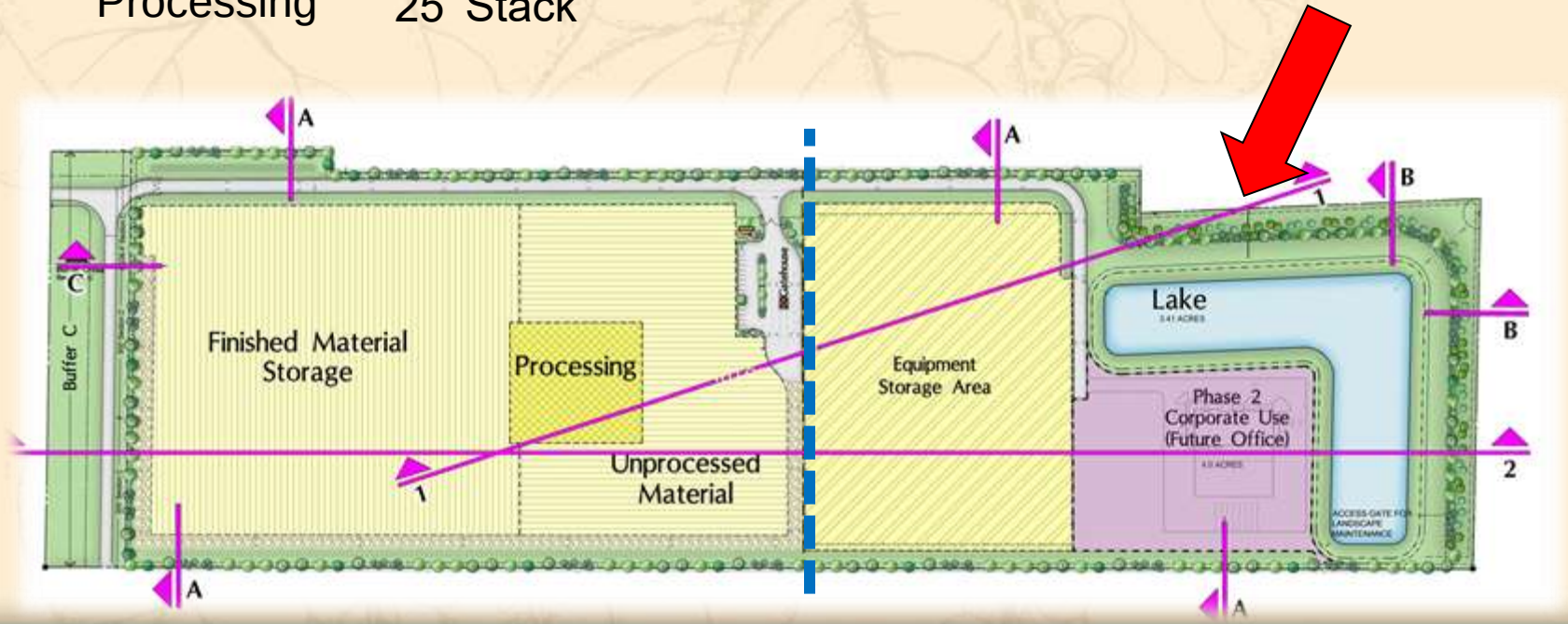


West Side

Visual Impact from Residential

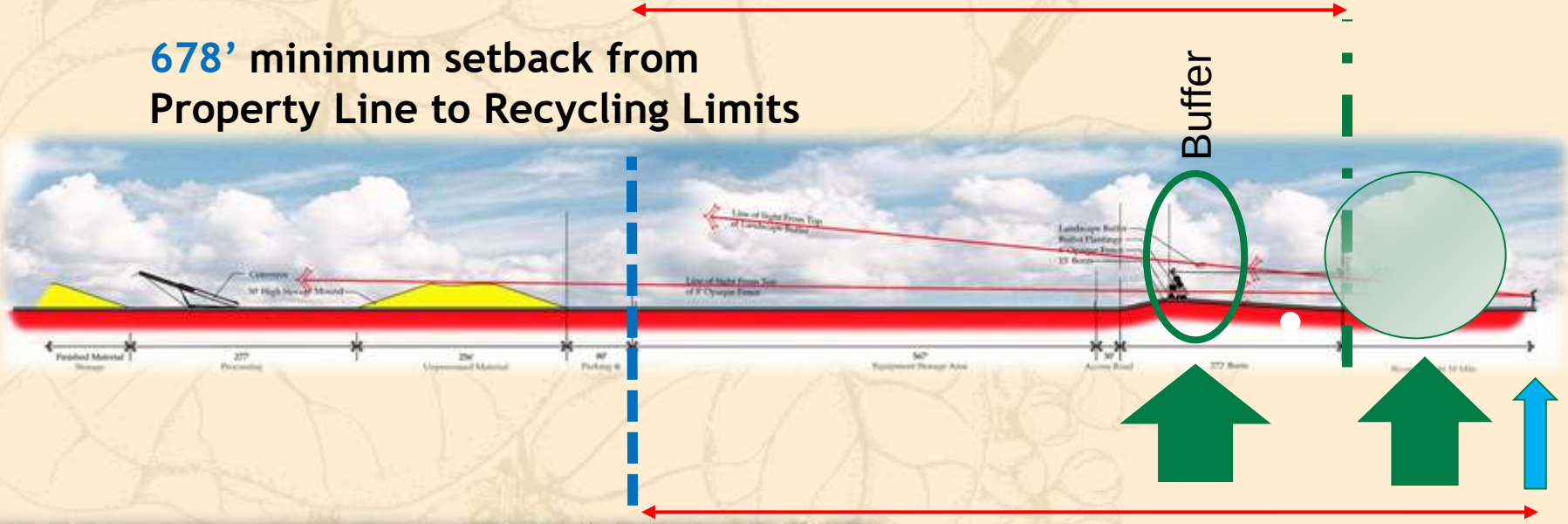


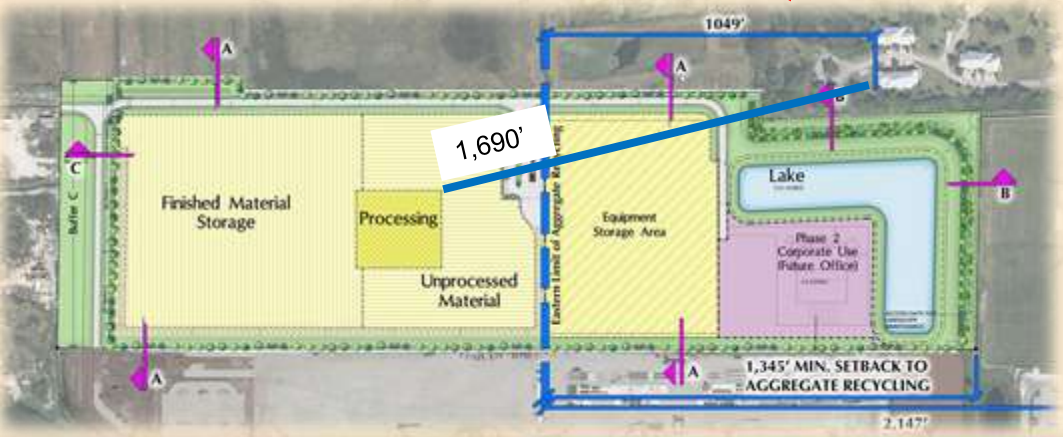
Processing 25’ Stack



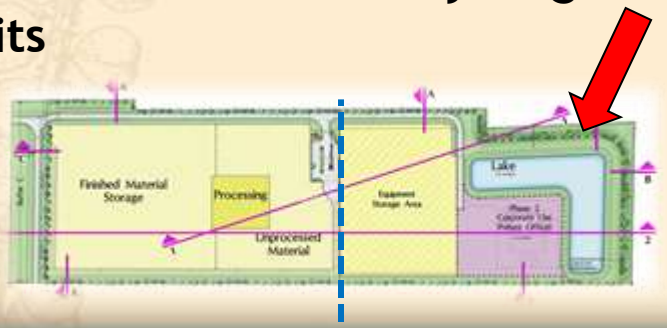
Visual Impact from Residential

678’ minimum setback from Property Line to Recycling Limits





1,049’ min. setback from Residential Units to Recycling Limits

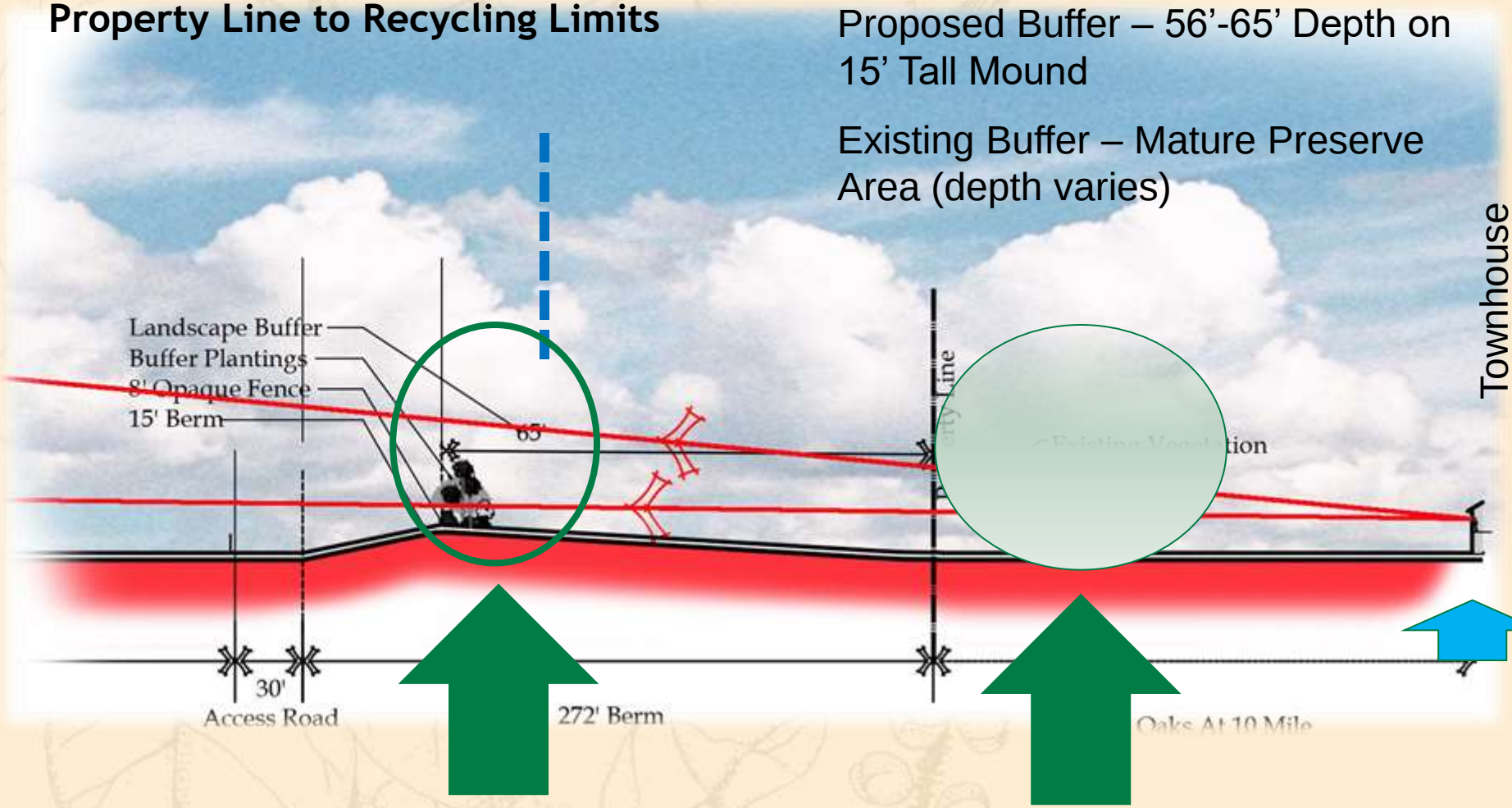


Visual Impact from Residential

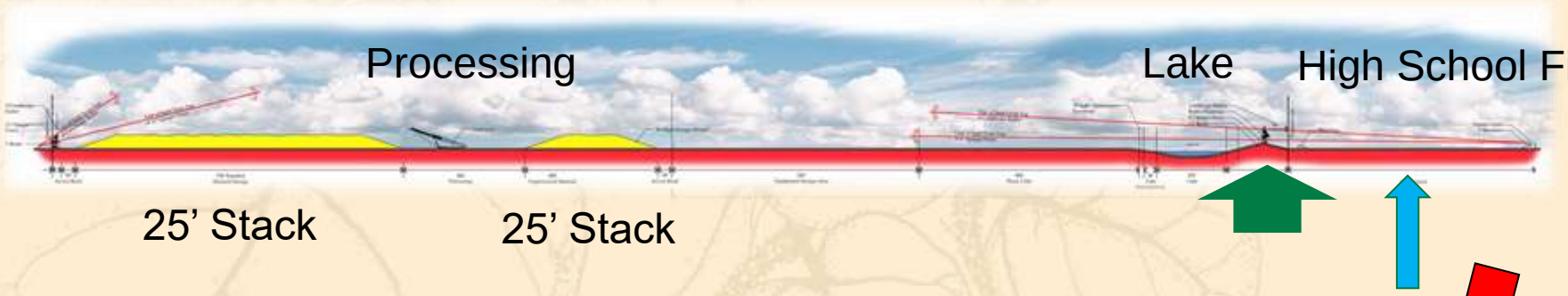
678’ minimum setback from Property Line to Recycling Limits

Proposed Buffer – 56’-65’ Depth on 15’ Tall Mound

Existing Buffer – Mature Preserve Area (depth varies)



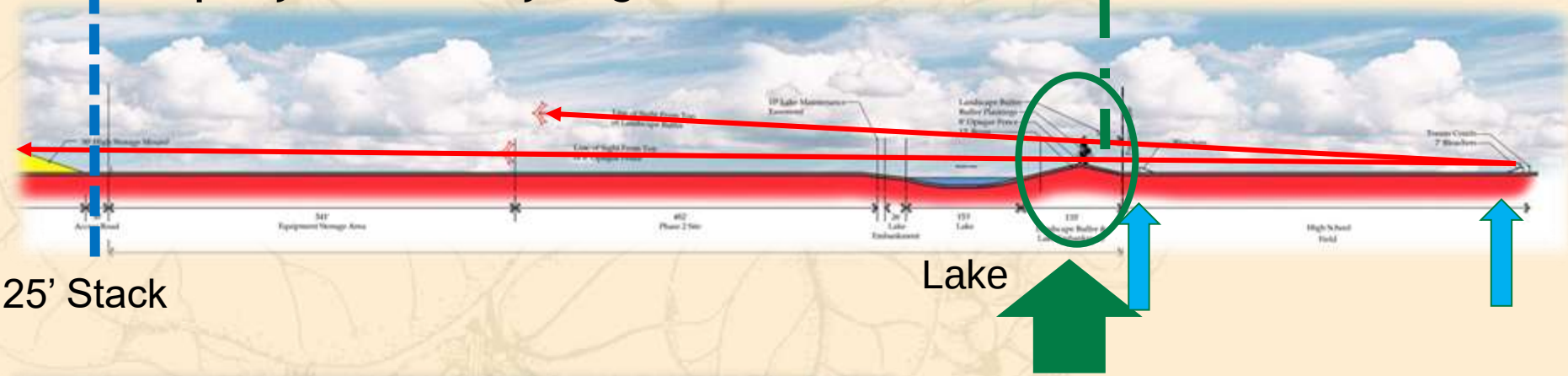
Visual Impact from School



Visual Impact from School

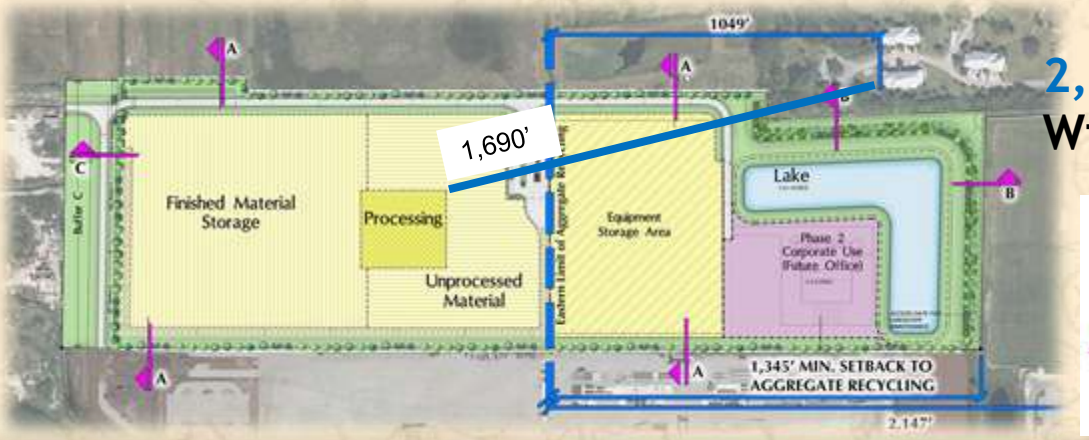
1,345’ minimum setback from Property Line to Recycling Limits

High School Field

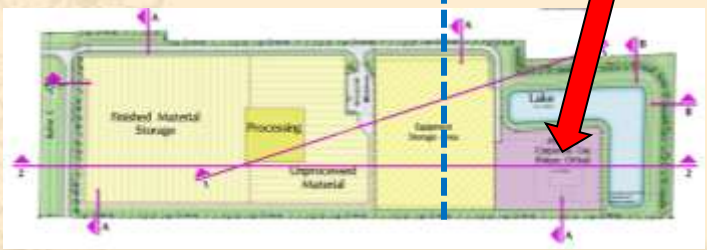


25’ Stack

Lake

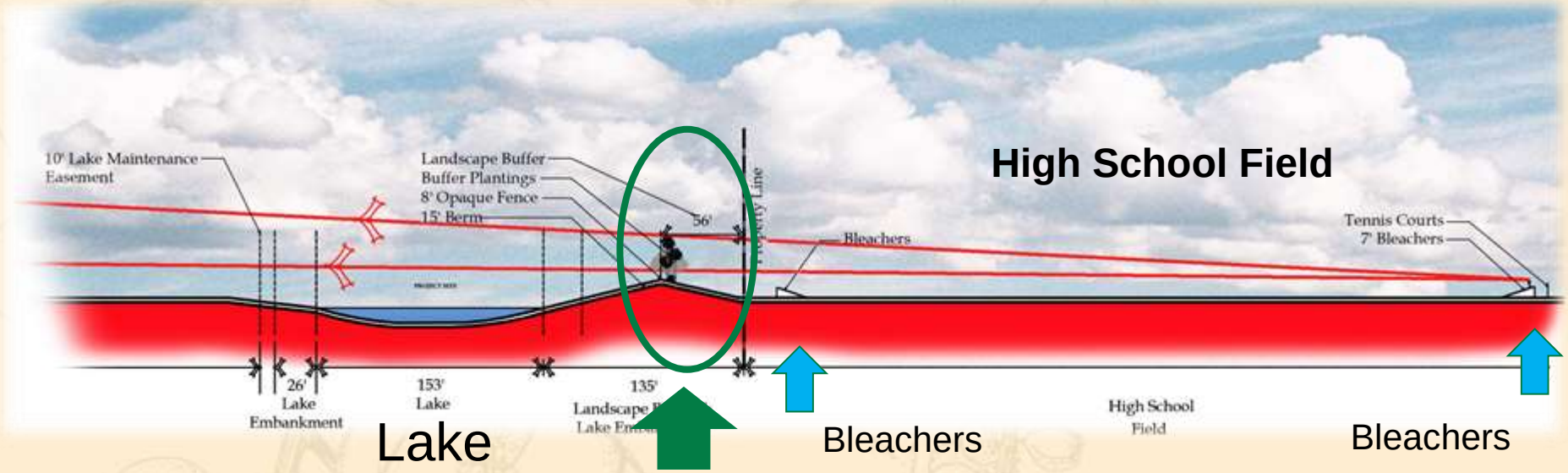


2,147’ min. setback from Classroom Windows to Recycling Limits

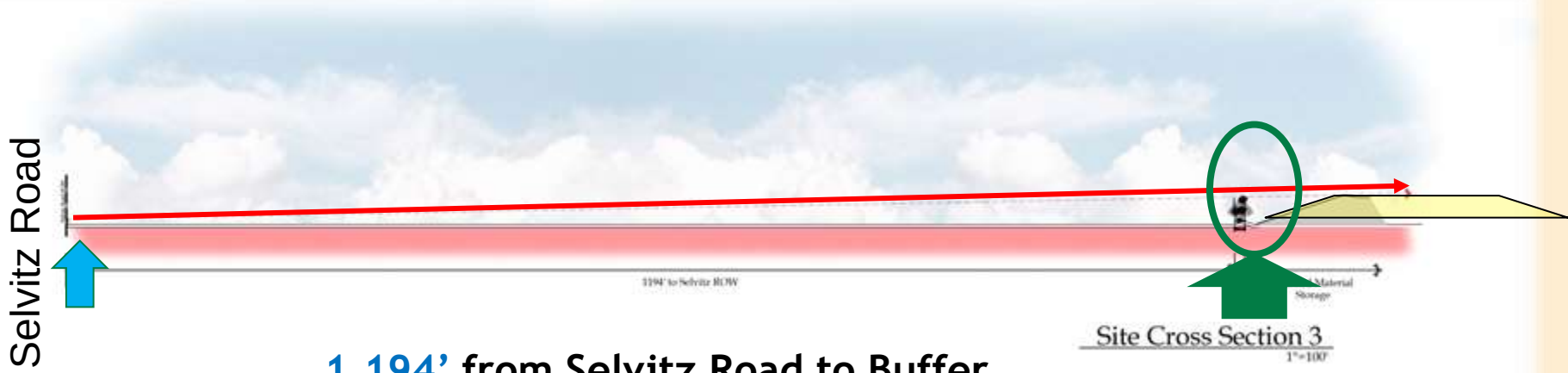


Visual Impact from School

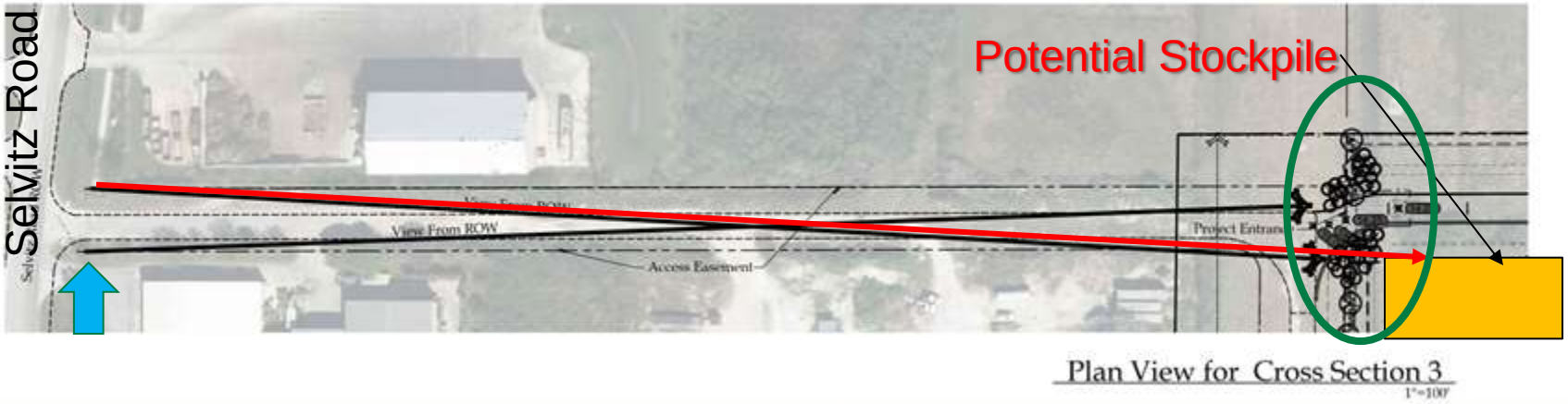
1,345' minimum setback from Property Line to Recycling Limits



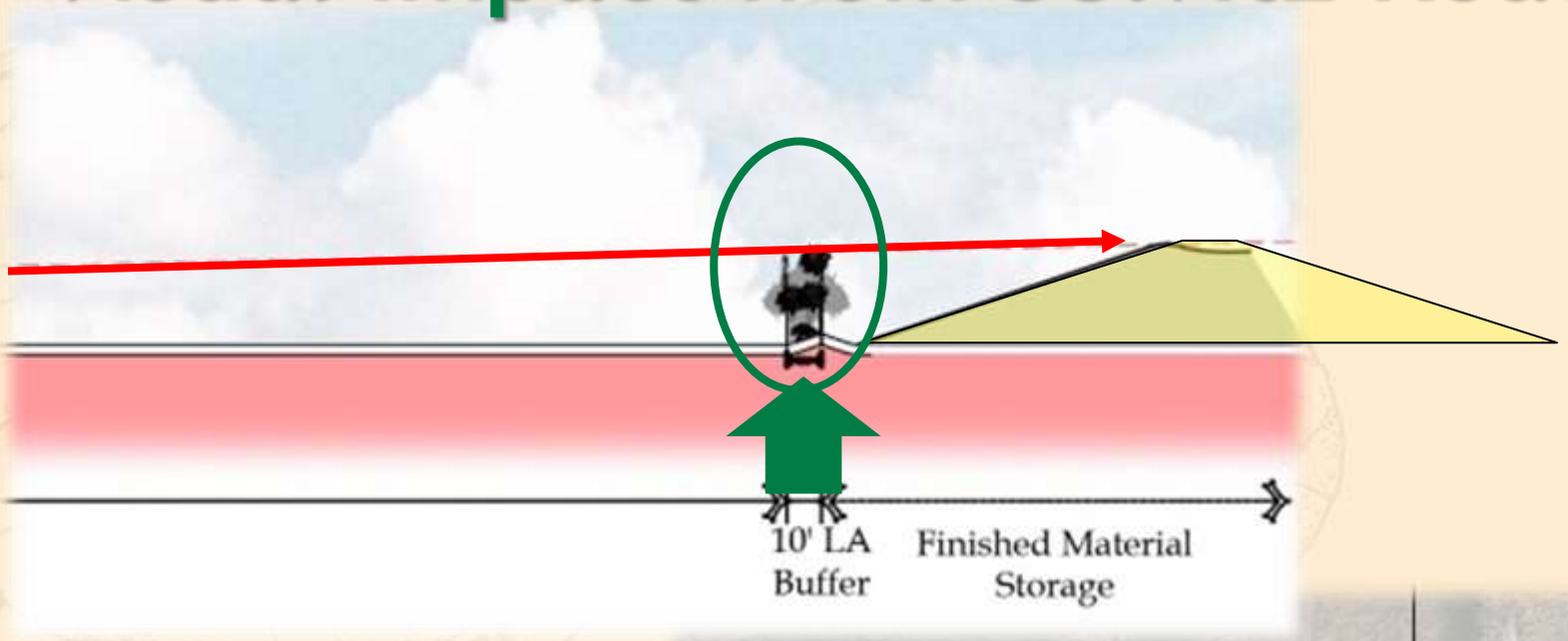
Visual Impact from Selvitz Road



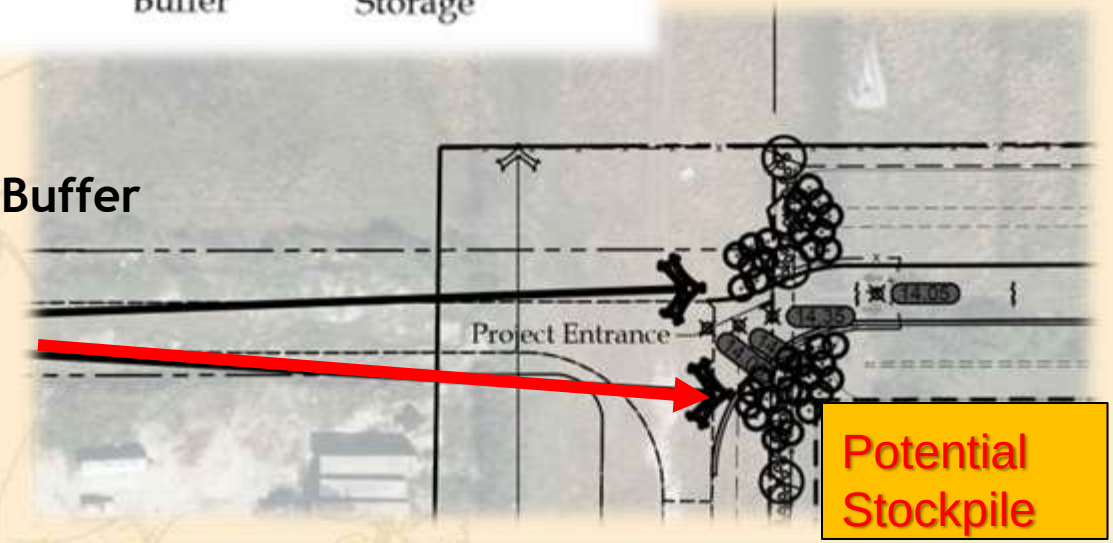
1,194' from Selvitz Road to Buffer



Visual Impact from Selvitz Road



1,194' from Selvitz Road to Buffer



Public Benefit

- Enhanced landscape buffers along the northeast adjacent to River Oaks at Ten Mile Creek Residential and Fort Pierce Central High School.
  - 15 foot tall Berm
  - 8 foot tall Screened Fence
  - 56 foot to 65 foot Landscape Buffer width
  - At maturity, 45-55 foot tall thick buffer

Public Benefit

- Recycling to meet the County's state targeted percentages (DEP Website)
- Not considered waste (source separated material)

Recycling

FDEP targeted 75% recycling by 2020

2018 Tonnages in St Lucie County (including Ft. Pierce):

- **Total waste stream – 2018** **534,059 tons**
- **Recycled percentage – 2018** **53%**
- **SHORTFALL for 2020 goal** **22% or 117 tons**

Recycling

FDEP targeted 75% recycling by 2020

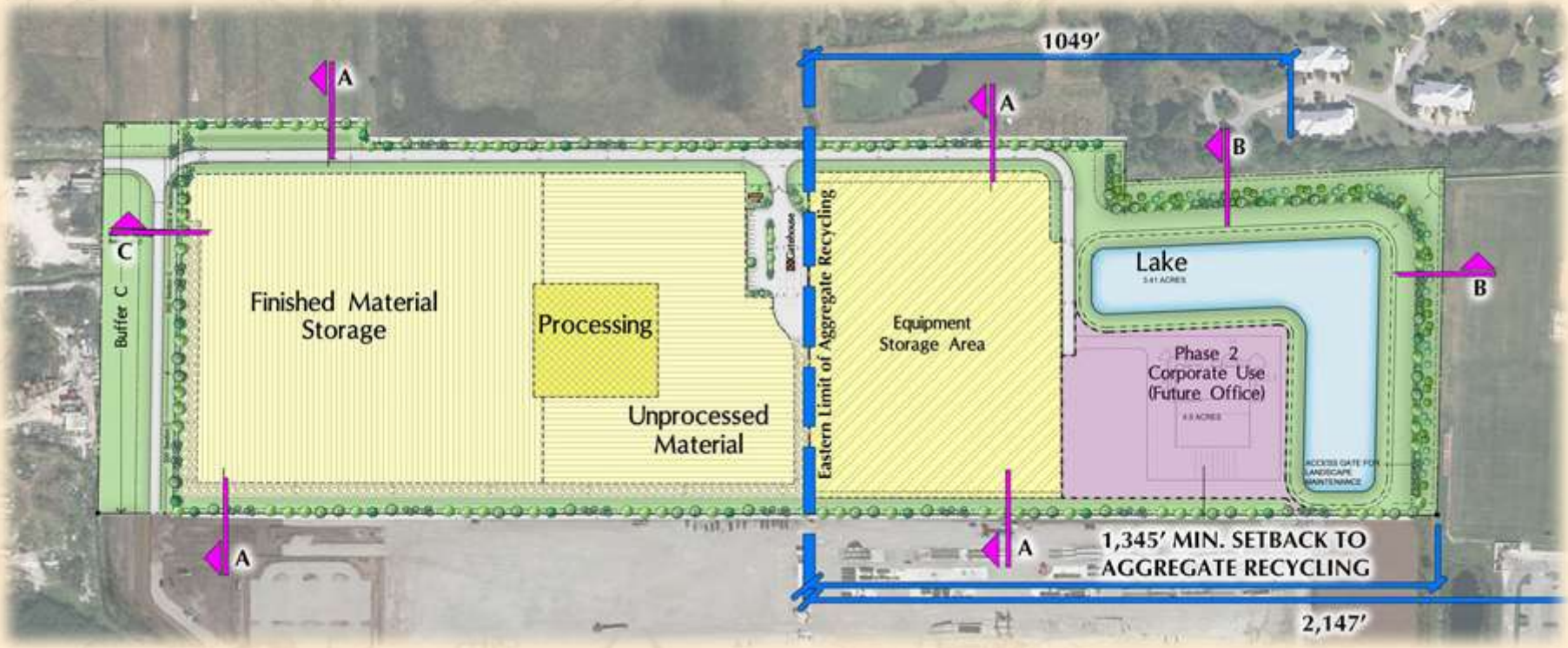
Projected Volumes at DSE Holdings:

- **Initially –** **30,000 tons**
- **At Capacity –** **+100,000 tons**

DSE Holdings will help the County and the City with FDEP goal providing 100,000 of the 117,000 tons needed.

Public Concerns

- Dust
  - Monitored through DEP Air Permit
- Water quality
  - Material being recycled is concrete – a product that carries drinking water.
- Noise
  - There is little to no noise from the processing other than the truck back-up
  - The stacked material actually buffers noises


1049'
A
A
B
C
Buffer C
Finished Material Storage
Processing
Unprocessed Material
Eastern Limit of Aggregate Recycling
Equipment Storage Area
Lake
B
Phase 2 Corporate Use (Future Office)
A
A
1,345' MIN. SETBACK TO AGGREGATE RECYCLING
2,147'

THANK YOU!

Landscape Architects ■ Planners ■ Environmental Consultants
LC-0000177
GENTILE | GLAS | HOLLOWAY | O'MAHONEY & Associates, Inc.
George G. Gentile FASLA
M. Troy Holloway ASLA
Emily M. O'Mahoney FASLA
Dodi Buckmaster Glas AICP

Ft. Pierce Industrial
Aggregate Recycling Facility
Planned Development
City Commission – 1st Reading
September 16, 2019

1. Introduction of project and team;
2. History of DSE Holdings;
3. Our story
    a. Land use and Zoning
    b. DSE Holding purchase
    c. Original application submittal
    d. Neighborhood meeting
    e. Resubmittal as a Planned Development
4. Application request
5. Proposed development plan
    a. Discuss changes from the Planning Board Conditions of approval
6. Proposed landscape plan and additional landscaping to be a good neighbor and security
    a. Discussion on proposed landscape and buffering
7. Visual impact to the neighbors
    a. Discussion on berms and fences
8. Public Benefits
9. Information on recycling
10. Conditions of approval

1907 Commerce Lane, Suite 101 | Jupiter, Florida 33458 | 561-575-9557 | 561-575-5260 Fax | www.2gho.com

Dennis G. Corrick

Shareholder
Office: Fort Pierce, Stuart

Mr. Corrick is a member of Dean Mead's Agribusiness Industry team, and practices in our Treasure Coast office. He practices in the areas of commercial real estate, zoning and land use, and general business law. He has experience in every element of real estate purchase, ownership, governance and sale. In addition, he assists clients in land use and zoning matters, permitting and licensing, and in agreements governing the use of property such as covenants and restrictions, commercial and agricultural leases, easements and licenses.

Mr. Corrick has extensive experience working with issues unique to agricultural businesses and properties. These include conservation easements, grazing leases and matters related to water use and environmental permitting, as well as financing, operation, sale and purchase of farm and ranch properties.

1. Additional Representative Experience

- Negotiated a lease for building a wetland system for delivering environmental services in Highlands County.
- Represented a Fortune 200 company in obtaining a contract for municipal solid waste and in permitting and building a municipal solid waste transfer station.
- Negotiated terms of a Wetland Reserve Program (WRP) easement in Glades County.
- Obtained large consumptive use permit for strawberry farming in Highlands County, and negotiated lease.
- Participated (with Dean Mead Agribusiness Industry Team) in certification of portfolio of agricultural properties with certificated water and wastewater utility.
- Negotiated disbursed water storage ("water farming") contract with water management district.
- Negotiated and closed contracts for sale of a portfolio of properties which included ranches in Okeechobee and St. Lucie Counties.
- Advised a large row crop farm on general day-to-day operations issues.
- Negotiated and closed a contract for the sale and purchase of a row crop farm in Suwannee County which included post-closing fertigation contracts with a neighboring dairy farm.
- Prepared grazing leases for properties in most of Florida's agricultural regions.
- Negotiated and closed contracts for sale of property to the South Florida Water Management District (SFWMD).
- Negotiated financing and security arrangements with large agricultural lenders and farm equipment providers.

2. Professional and Civic Activities

- The Florida Bar
  - Business Law Section
  - Environmental and Land Use Section

    - Real Property, Probate and Trust Section
- The Florida Bar Foundation, Inc. – Fellow
- Florida Cattleman's Association – Allied Member
- Florida Farm Bureau – Member
- Economic Council of Okeechobee - Member, 2009 – 2017
- Leadership St. Lucie XIX – Graduate
- Lincoln Park Academy, Student Advisory Council - Business Community Representative, 2009 - 2012
- St. Lucie County Agricultural Development Steering Committee
    - Chair, 2007 – 2008 (County Commission Appointment)
- St. Lucie County Bar Association – Member
- St. Lucie County Chamber of Commerce - Board of Directors, 2005 – 2015
- Superintendent's Business Advisory Committee – Member, 2009 – 2015 (Superintendent Appointment)

3. Charitable and Pro Bono Service

- Children's Services Council of St. Lucie County – Member, 2008 – 2012 (Gubernatorial Appointment)
- United Way of St. Lucie County, Inc.
    - Board of Directors, 2002-2008
    - Chairman, 2006-2007

4. Education

- Juris Doctor: University of Florida Levin College of Law, Gainesville, Florida, *with honors*, 1998
- Bachelor of Science Degree in Journalism: University of Florida, Gainesville, Florida, 1983

5. Bar Admissions

- Florida

6. Prior Legal Experience

- Peterson & Myers, Winter Haven, Florida, 1998-2000

7. Recognition & Awards

- Named one of St. Lucie County's 'Beautiful People' in the area of community activism, 2013, 2014 and 2015
- Kathryn Basile Champion for Children Award – Children's Services Council of St. Lucie County, 2015
- Chairman of the Board Award - United Way of St. Lucie County, 2008
- Community Impact Award - United Way of St. Lucie County, 2004-2005
- Florida Constitution Revision Commission, Style and Drafting Committee; Student Staff Member, 1998

Douglas Steven Eakins JR
North Palm Beach, Florida
(561) 346-1549
Steve@DSEAKINS.com

Employment:

D.S. Eakins Construction Corporation 1998 – Present

- -2008 to Present Supervisor/VP – Overseeing numerous projects 20K to 3M, ordering materials, scheduling, bidding jobs, ect.
- 2004-2008 Worked as a foreman running a pipe crew & operating equipment. Completed projects from 20K to 2M
- 2000-2004 (summers) Operated tractor trailer transport & dump trailers. Also operated equipment on jobs and helped out on pipe crews
- 1998 (After School & Breaks) Worked on pipe crews as a laborer, operated equipment and work with mechanic on equipment in yard after School

Education:

2000-2004 Received a Bachelor of Science Degree in Interdisciplinary Engineering & Management from Clarkson University located in Potsdam, New York.

2000 Received Diploma from The Benjamin School, located in North Palm Beach, Florida

Clarkson University

BE IT KNOWN THAT

THE BOARD OF TRUSTEES ON THE NOMINATION AND APPROVAL OF THE FACULTY

HEREBY CONFERS UPON

DOUGLAS STEVEN EAKINS JR

WHO HAS SATISFACTORILY COMPLETED THE REQUIRED COURSE OF STUDY

APPROPRIATE FOR THIS DISTINCTION THE DEGREE OF

BACHELOR OF SCIENCE

Interdisciplinary Engineering and Management

TOGETHER WITH ALL THE RIGHTS, PRIVILEGES AND HONORS WHICH APPERTAIN THERETO.

GIVEN UNDER THE SEAL OF THE UNIVERSITY AT POTSDAM, NEW YORK,

DECEMBER 31, 2005

PRESIDENT

CLARKSON UNIVERSITY · FOUNDED 1896 TO HONOR THOMAS S. CLARKSON

CHAIRMAN, BOARD OF TRUSTEES

Don Scott & Associates

"Building a Safer Workplace"

Certifies to all that

Steven Eakins

Has successfully completed Boomlift & Rough Terrain Forklift Operator Training

Dated 1/6/12 Signed Don Scott

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

EAKINS, DOUGLAS STEVEN JR
D S EAKINS CONSTRUCTION CORP
1481 KINETIC ROAD
LAKE PARK FL 33403

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 6189641
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC1224753 07/06/12 120014654

CERT UNDERGROUND & EXCAV CNTR
EAKINS, DOUGLAS STEVEN JR
D S EAKINS CONSTRUCTION CORP

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2014 L12070601227

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6189641

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12070601227

DATE	BATCH NUMBER	LICENSE NBR
07/06/2012	120014654	CUC1224753

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

EAKINS, DOUGLAS STEVEN JR
D S EAKINS CONSTRUCTION CORP
1481 KINETIC ROAD
LAKE PARK FL 33403

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

CERTIFICATE OF COMPLETION

Supervisor Compliance
Training Department
Supervisor Course

REASONABLE SUSPICION:
Drug & Alcohol Awareness Training

Douglas Steven Eakins Jr.

has completed the Mandatory 2-Hour Training

on

60 Minutes Alcohol Awareness

60 Minutes Drug Education

Test Score: 100%

Graduation Date: 7/13/2011

Satisfies the Department of Transportation
49 CFR Part 382.603 for Mandatory Supervisor Training

CERTIFICATE OF ATTENDANCE

FDEP GENERIC CONSTRUCTION STORMWATER PERMIT CONTRACTOR'S SHORT COURSE/MEET THE REGULATORS

The Undersigned Hereby Acknowledges That

STEVEN EAKINS

Attended the above 6 hour training in Stormwater Permit Compliance, BMP Selection and Installation and Stormwater Inspections.

Material covered meets the requirements of Chapter 62.621.300, Part II.12 for Inspector qualification

NOVEMBER 16, 2010

Florida East Coast Chapter

Program Instructor—Jo Moore, Environmental Director
Ranger Construction Industries, Inc.
FDEP Qualified Stormwater Instructor #90
FDEP Qualified Stormwater Inspector #1120

Michelle Anaya DePotter—Executive Director

GENTILE GLAS HOLLOWAY O'MAHONEY & Associates, Inc
Landscape Architects
Environmental Consultants
Planners

EMILY O'MAHONEY, PLA, FASLA

PARTNER

Education
University of Florida,
Bachelor of Landscape Architecture 1980

Honors & Recognitions
Fellow, American Society of Landscape Architects (2017)
ASLA National Service Award (2016)
University of Florida Alumni Service Award (2011)
FNGLA Award of Excellence Meditation Garden (2008)
FL/ASLA Award of Merit Meditation Garden (2008)
FL/ASLA Award of Merit Pahokee Eco-Island Study (2008)
FL/ASLA Award of Honor Limestone Creek Elementary Children's Planting Program (2002)
FL/ASLA Award of Excellence in Residential (1998)
FL/ASLA Service Awards (1995, 1996, 1997, 1998)
Faculty Award, Department of Landscape Architecture University of Florida (1980)
ASLA Certificate of Merit in the Study of Landscape Architecture (1980)
ASLA President's Recognition for Outstanding Contribution (1980)
Howard Sebolt Award (1980)
Elected to the Gargoyle National Architectural Honor Society

Registrations
Professional Landscape Architect since 1980: Florida #684
LEED®AP BD+C

Affiliations
American Society of Landscape Architects
Council of Landscape Architecture Registration Boards
Florida Redevelopment Association
Florida Riverwalk Exchange
Palm Beach County Planning Congress
Professional Women's Network
The Nature Conservancy
National Society of Historic Preservation
The Native Plant Society
The Northern Palm Beaches Chamber of Commerce
International Society of Arboriculture
U.S. Green Building Council (USGBC)
Chamber of the Palm Beaches (Trustee)

Positions Held
Florida Chapter ASLA Trustee (2013-2016)
Florida Chapter ASLA President (2011-2012)
FL/ASLA Conference Co-Chair (2011)
ASLA Florida Section Chair (1994-1997)
FL/ASLA Annual Convention Chair (1998)
FL/ASLA Review Seminar Coordinator (1996-Present)
Professional Women's Network President (2004-2006)
Habitat for Humanity Landscape Coordinator
Homeowner Association President/Board Member (1996-Present)
FLASLA Education Chair (2007-2010)
FLASLA Member at Large (2007-2008)
Women in Business Steering Council (2003-Present)
Women in Business Council Chair (2008 & 2012 to present)
Citizen Advisory Board for Town of Jupiter Police (2008-Present)

Publishing and Speaking Engagements:
Accessibility: Co-Author and Instructor to Florida specific and national accessibility (ADA) standards, Since 2009. LA CES, FBOLA and FBC approved.
Miscellaneous Sustainable Design and Green Infrastructure lectures and panel discussions.

Professional Experience
Ms. O'Mahoney has over 38 years of experience in landscape architecture and site planning with emphasis on conceptual and detailed design for all scales. Since 1993 she started her own company and then joined with George G. Gentile & Associates, Inc. in 1999 as a partner to combine professional skills and abilities in one company. Prior professional experience has been with private landscape architecture firms in the South Florida Area. Sustainability is not only reflected in Emily's design and professional work but carries over at home with a photovoltaic array reducing the family's carbon footprint.

Emily views landscape architecture as design of outside space, creating a strong sense of place and working with nature to create beautiful places and spaces. Every day and with every project, she approaches design and problem solving from an artistic angle in a sustainable manner.

Mixed Use

Harbourside — *Project Manager*
Location: Jupiter, Florida (within CRA District)
Client: Allied Capital & Development
Scope: Site Planning & Landscape Architecture
As the entertainment district of the Jupiter Riverwalk and a special district, this 8 acre PUD project contains 33,000SF restaurant, 65,000SF retail, 54,000SF office space and 219 hotel rooms within a new urbanism context. Wrote noise ordinance modifications. Developed special signage packages. Completed in 2014.

Parks and Environmental Studies

Cinquez Park – *Principal-in-Charge, Project Manager*
Location: Jupiter, Florida
Client: Town of Jupiter
Scope: Landscape Architecture
2GHO procured approvals and developed site, landscape and irrigation for this new Open Space and Park in the Cinquez neighborhood in Jupiter. The vacant 13 acres of property off Indiantown Road has been transformed into a beautiful local park for the entire community with walkways, a lake, open grass activity areas, a grass prairie natural area, and a large three-range dog park.

Facilities

Palm Beach County Fire Rescue Training Facility – *Principal-in-Charge*
Location: Palm Beach County, Florida
Client: Palm Beach County Facilities
Scope: Landscape Architecture & Site Design
2GHO worked under the Architect for this County Training Facility built in and around an old garbage dump site requiring unique conditions to deal with for planting and buffering.

Bio-Tech Projects

Harbor Branch Research Institute Lab II – *Principal-in-Charge, Principal Designer*
Location: Harbor Branch FAU Campus, Ft. Pierce, Florida
Client: Florida Atlantic University
Scope: Landscape Architecture and Site Planning
With completion in early 2011, this 43,000 square foot research center is striving for Silver LEED rating. State of the art irrigation system has been designed for the all native landscape, providing large beds of grasses and very little sod. All trees were saved on site or relocated near by.

Max Planck Florida Institute for Neuroscience – *Principal-in-Charge, Principal Designer*
Location: FAU Campus, Jupiter, Florida
Client: Max Planck Institute
Scope: Landscape Architecture and Site Planning
This is the first cluster expansion from the Scripps Institute development. The construction will be complete by the end of 2011 bringing many new jobs in the 100,000 square foot facility on 6 acres of the FAU Campus. The landscape plan emphasizes native plantings in bioswales and planted detention areas to ease the drainage solutions. Irrigation is via re-use water. The project received LEED Gold Certification.

JONATHAN T. RICKETTS, P.E.

RESUME

EDUCATION Bachelor of Science in Civil Engineering, Tulane University, 1983

REGISTRATION Registered Professional Engineer
Florida License #38799
North Carolina License #26154

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers
Palm Beach Branch President 1990-1991
Architectural Engineering Institute National Executive Committee 1995-1996
National Society of Professional Engineers
Florida Engineering Society
American Water Works Association
Leadership Palm Beach County
Chairman, Loxahatchee River Management Coordinating Council – including local, state and federal representatives

PUBLICATIONS AND AWARDS
Senior Editor of Building Design and Construction Handbook, Sixth Edition by McGraw-Hill (2001)
Senior Editor of **Standard Handbook for Civil Engineers,** Fifth Edition, McGraw-Hill (2004)
Civil Engineer of the Year, American Society of Civil Engineers, Palm Beach Branch, 1998

REPRESENTATIVE EXPERIENCE

Mr. Ricketts has over 30 years of professional engineering experience throughout multiple states where he holds professional engineer licenses and is the senior editor of two engineering handbooks. Mr. Ricketts specializes in all facets of planning, design, permitting, and project management services for a broad range of civil engineering projects including water resources, environmental design, and land development. Mr. Ricketts' representative work includes the following projects:

Phosphate Corporation of Saskatchewan (PCS): Design, permitting and construction management involving wetland restoration and headwater stream design (includes a series of projects totaling 5,500 acres). Permitting work involves the Army Corps of Engineers and the North Carolina Department of Environmental Water Quality. Project involves one of the largest environmental projects in the Army Corps of Engineer's Wilmington District.

Boynton Beach Community Redevelopment Agency: Construction management and utility coordination for a $10 million urban redevelopment project, including master planning, streetscape design/construction, upgrade and reconstruction of public utilities, and wetland permitting within the Intracoastal Waterway, resulting in a new tax base of $500 million dollars.

Northern Palm Beach County Improvement District (NPBCID): Analysis of seepage and long term secondary impacts to existing facilities due to various operating schedules of the G-160 structure in coordination with the South Florida Water Management District, South Indian River Water Control District, and NPBCID.

Benjamin Upper School: (North Palm Beach and Palm Beach Gardens) Construction management and lead consultant for a 50-acre, $30 million turnkey school campus including site planning, design construction, interior finishes, furniture, and information technology infrastructure.

M/I Homes: Complete oversight for client's development work in Palm Beach County including: due diligence on properties prior to purchase, master budget preparation, estimating costs for project delivery, hiring, supervising and payment to design team members, bidding of plans to contractors, oversight of construction work and closeout of construction with agencies.

Gaeta Development: Led the development team in budgeting, design, bidding and construction for projects including: Philips Electronics North American headquarters, Brooklyn Bow and Ribbon, Tire Kingdom corporate headquarters, Adelphia Cable, Illinois Tool Works, Charles Brown Oil Company, Riviera Beach recycling facility and Velda Farms. Land development work included a 100-acre mixed use project with a six lane section of Congress Avenue.

MERCHANT STRATEGY

Sharon J. Merchant, CEO

Public Involvement Project Manager

Professional Credentials

Bachelor of Science
International Affairs
Florida State University 1986
Former Member, Florida House of Representatives, 4 terms

Basis for Team Selection

Statewide relationships with City, County, State and Federal Elected Officials and Key Decision Makers.

Focused on Customer satisfaction and Positive outcomes. Consensus Builder and Team Player.

Experienced Leader

Public Involvement: 15 years
Government Relations: 26 years
Business Development: 15 years

Ms. Merchant brings 30 years of public and private leadership experience as a Member of the Florida House of Representatives and CEO of The MS Factor (MSF) offering clients public involvement, governmental relations, and community relations services.

Public Involvement Experience:

City of Boynton Beach: Sharon is the Public Involvement Manager on two current projects with the City, The Lakeside Gardens Neighborhood Drainage Improvements and Water Main Replacement Scope and Central Seacrest Phase II Scope. She oversees all public involvement activities, including meetings with stakeholders, maintaining project hotline and preparation of collateral materials.

T.Y. Lin International: Sharon developed the stakeholder database and is spearheading all public involvement, including but not limited to meetings with stakeholders, City Council meetings, and preparation of collateral materials.

Riviera Beach Community Redevelopment Agency: Sharon provided Professional and Consultation services for marketing and public relations. This included but was not limited to attending all CRA meetings, promoting events, and press releases. Sharon's team also prepared collateral material such as brochures, flyers and handouts.

Carollo Engineers, Inc: Sharon provided quality assurance and supervision for the Palm Beach County Coastal Resiliency Partnership Multi-Jurisdictional Vulnerability Assessment Phase I project. MSF Team provided all public involvement, including but not limited to all social media updates.

CES Consultants: Sharon provided all leadership with the City of West Palm Beach elected officials and staff on behalf of our client. She supervised all staff Public Involvement activities for the City of West Palm Beach Washington Road Utility and Stormwater Improvements project.

Snubbs Consulting, Inc.: Sharon led the MSF Public Involvement Team assuring all collateral material, CAP plan, stakeholder data bases and printed material were top quality for the FDOT, District 4 Design Services contract.

Boynton Beach Town Square, Phase I: For this unique public private partnership downtown recreation, Sharon was the team lead on both public involvement activities and the Boynton Beach Building Wealth program, designed to encourage local hiring.

Sharon J. Merchant, continued:

Parsons: Sharon is providing quality assurance on all team documents for this Florida Turnpike Enterprise project, including the CAP plan, stakeholder database, newsletter and all printed materials. She will be the key contact for all constituent and agency meetings.

Allegro Boca: This project requires community involvement and acceptance for a new senior living facility. Sharon provided quality control on all MSF activities.

ATM: TMS arranged a public meeting for residents, town officials and local media to unveil the newly improved Phipps Park beach in the Town of Palm Beach. Sharon provided quality control.

Johnson – Davis: PIO for North South Roads Harbor Estates. This project provided improved swales in Boynton Beach. TMS provided social media and other services. Sharon provided quality control.

Chen Moore: Sharon provided QAQC for the Lake Worth Neighborhood Street program. We created a public involvement plan, database and all printed materials including door hanger.

VIA: Sharon provided quality assurance on all team documents for this FDOT D4 Jupiter Island project, including the CAP plan, stakeholder database, newsletter and all printed materials. She was the key contact for all constituent and agency meetings.

Craven Thompson: Sharon met with Lake Worth city and team leaders and provided quality assurance on all team documents, including an informal public involvement plan, stakeholder database, newsletter and all printed materials prepared for door hangers.

CDM Smith: Sharon provided quality assurance for the Palm Beach County Collection System Rehabilitation project. Tasks include database management, editing project letters and door hangers, logistics and meeting coordination.

WGI: Sharon provided public involvement services and quality assurance on all team documents for FDOT D4 / Palm Beach County Four Off-System Bridge Replacements project, including the CAP plan, stakeholder database, newsletter and all printed materials.

CDM Smith: Sharon provided all supervision, and quality assurance for the Boynton Beach Ion Exchange Resin Plan and East Water Treatment Plant Improvement projects. MSF provided all necessary public involvement, including frequent social media to advise residents of constant MOT changes.

Stanley Consultants: Sharon created a Public Involvement Plan for this I-95/SR-9 PD&E from south of South West High Meadows Avenue to north of Becker Road. project to inform residents and business owners in north Martin stakeholders, built data bases, and kept local elected officials informed. MSF worked on this project through August of 2013.

B&W / BE&K / CDM Team: Sharon assisted the team in securing the largest contract ever granted by Palm Beach County – a $500,000,000 net present value - to build a waste to energy facility. She worked with environmentalists, disgruntled union workers, and all stakeholders, keeping them informed, defining the needs and goals of all parties.

CDM: Sharon guided stakeholders through sticky issues and prepared the public to accept a decision re the siting of a new landfill in Western Palm Beach County. She developed collateral materials and a strategy to meet with all impacted government leaders in proximity to the sites, re
distance to residents, expenses, and the pros and cons of each. She minimized objections and addressed NIMBY problems before they occurred.

Calvin, Giordano and Associates: Sharon facilitated stakeholder meetings to alleviate residents' fears that the character of the area would be negatively impacted. Press releases were written, meetings recorded and minutes provided. She interacted with residents, engineers and County Commission.

Stanley Consultants, FDOT District 6: Sharon developed a handout for stakeholders, built a database, identified stakeholders, developed responses to concerned citizens, held webinars, took minutes and secured meetings for FDOT with elected officials for Multi Model Planning Enhancement Activities throughout Miami-Dade and Monroe Counties, including milling, paving, and widening the northbound shoulder for emergency evacuation, in Key Largo.

City of West Palm Beach, Public Involvement Consultant: Sharon helped solve challenges, such as strained internal and external relationships. Weekly meetings strengthened communications between the City and FDOT, Palm Beach County, and the community. Merchant delivered a variety of public involvement processes and activities comprising the blueprint to ensure awareness of all new construction.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Application for Zoning Atlas Map Amendment

Application submission shall include the following:

●**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☑ Warranty Deed & Legal Description
- ☑ St. Lucie County Property Record Card
- ☑ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☑ Current Survey
- ☑ Environmental Study
- ☑ Traffic Impact Report
- ☑ *** Capacity Analysis-Separate Form
- ☑ Drainage Analysis
- ☐ Historical Report
- ☑ 1 CD of all documents submitted in PDF
- ☑ Other_____

1. Property Address/Location: east of Selvitz Road

2. Property Tax ID(s): 2432-1230001-000-8

3. Total Acreage: 52

4. Existing Future Land Use Designation: Heavy Industrial

5. Existing Zoning Classification: SLC - HeavyIndustrial

6. Proposed Zoning Classification: City of Ft. Pierce - Planned Development

7. Other applications being submitted concurrent with this application, if any: N/A

8. Describe the existing uses, improvements and structures on the amendment lands: Vacant

9. Are there any identified or possible historical structures on the amendment lands? No

10. The reason for making this request: Rezoning to a Planned Development to allow a recycling facility

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Industrial	Industrial - Heavy	I-3
South	Industrial	Industrial - Heavy	I-3
East	residential and school	RL	PD School
West	Industrial	Industrial - Light	IL

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	HI	SLC- IH	N/A	52	
Proposed	same	PD	Phase 1 - 1,800 s.f. office Phase 2 - 15,491 s.f. office/warehouse	52	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6 = persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot x 1800 s.f. = 180 gpd
Demand Analysis	Maximum 52 acres x 43560 Sf/acre x 0.125 gpd/sf x 1.5 FAR = 424,710 gpd
Current Zoning	Total gallons per day 52 acres x 43560 Sf/acre x 0.125 gpd/sf x 1.5 FAR = 4, 248 gpd
Proposed Zoning	Total gallons per day 52 acres x 43560 Sf/acre x 0.125 gpd/sf x 1.5 FAR = 4,248 gpd
Change in Demand	**Total gallons per day** 0 gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person x 1800 s.f. = 180 gpd (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum 52 acres x 43560 Sf/acre x 0.1 gpd/sf x 1.5 FAR = 339,768 gpd
Current Zoning	Total gallons per day 52 acres x 43560 Sf/acre x 0.1 gpd/sf x 1.5 FAR = 3,398 gpd
Proposed Zoning	Total gallons per day 52 acres x 43560 Sf/acre x 0.1 gpd/sf x 1.5 FAR = 3,398 gpd
Change in Demand	**Total gallons per day** 0 gallons/day

C. Parks and Recreation (Residential Classifications Only): Not Applicable
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High) Not Applicable

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

E. Solid Waste:
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units

Demand Analysis	Maximum 52 acres x 43560 sf/acre x 1.5 FAR x .02 ppsf/yr =67,954 ppy
Current Zoning	52 acres x 43560 sf/acre x 1.5 FAR x .02 ppsf/yr =67,954 ppy
Proposed Zoning	52 acres x 43560 sf/acre x 1.5 FAR x .02 ppsf/yr =67,954 ppy
Change in Demand	0 ppy - actual demand will be negative as site is expected to recycle 50,000 tons per year

F. Stormwater:
Water quality will be improved with the addition of fully compliant stormwater management system which will use dry pretreatment for stormwater runoff.

Impact	Presently the site discharges with no control structure to the St. Lucie River. The proposed system will retain the first 0.75" from storm events which reduces the volume discharged on at least 88% of all events.

III. Transportation Analysis

G. Traffic
Most recent ITE Code for use; HCM Roadway Capacity

	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum	Maximum
Current Zoning	351	103/112
Proposed Zoning	351	103/112
Change in Demand	Trips 0	Trips 0
Impact to Capacity	No Change	

12. Name of Owner(s): D.S.E. Holdings Inc.
Mailing Address: 1483 Kinetic Road
City West Palm Beach State FL Zip 33403
Phone # 561-842-0001
E-mail: steve@dseakins.com

13. Name of Applicant: Same
Mailing Address:
City State Zip
Phone # Fax #
E-mail:

14. Name of Representative: Emily O'Mahoney and Gentile Glas Holloway O'Mahoney & Associates, Inc.
Mailing Address: 1907 Commerce Lane Suite 101
City Jupiter State FL Zip 33458
Phone # 561-575-9557 Fax # 561-575-5260
E-mail: emily@2gho.com/pat@2gho.com

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

☑ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

☐ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature Date

1481 Kinetic Road, Lake Park	FL	33403
Address	State	Zip

561-842-0001	561-842-0009	steve@dseakins.com
Phone	Fax	E-mail Address

16. **Property Owners 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 for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

D,.S.E. Holdings, Inc.	561-842-0001
Property Owner's Name (Please Print)	Phone

1481 Kinetic Road, Lake Park	Florida	33403
Address	State	Zip

D Steven Eakins 11/29/2018

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 29th day of November, 2018, by D. Steven Eakins, Jr. who is personally known to me or has produced _____ as ident

Esther L. Collins

Signature of Notary (Seal)

ESTHER L. COLLINS
Notary Public - State of Florida
Commission # FF 199747
My Comm. Expires May 2, 2019
Bonded through National Notary Assn.

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location Selvitz Road

Parcel ID #(s) 2432-123-0001-000-8

Project description Rezoning to PD for a recycling facility

D.S.E. Holdings, Inc./Douglas S. Eakins, President	Emily O'Mahoney/2GHO.com
Property Owner(s)	**Applicant/Representative, Title, Company**
1483 Kinetic Road	1907 Commerce Lane Suite 101
Street Address	Street Address
West Palm Beach FL 33403	Jupiter FL 33458
City State Zip	City State Zip
561-575-9557	561-575-9557
Phone Number	Phone Number
emily@2gho.com	emily@2gho.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of April, 2019, by Douglas S. Eakins who is personally known to me or has produced _____ as identification.

Signature of Notary

(seal)

PATRICIA Y LENTINI
Notary Public – State of Florida
Commission # GG 117506
My Comm. Expires Oct 18, 2021
Bonded through National Notary Assn.

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date November 14, 2018 Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Intake Date Stamp

Landscape Architects ■ Planners ■ Environmental Consultants

LC 0000177

GENTILE | GLAS | HOLLOWAY | O'MAHONEY & Associates, Inc.

George G. Gentile FASLA
M. Troy Holloway ASLA
Emily M. O'Mahoney ASLA
Dodi Buckmaster Glas AICP

Fort Pierce Industrial Aggregate Recycling Facility
Planned Development
Justification Statement
Original Submittal: November 30, 2018
Revised as Planned Development Application: April 30, 2019
Resubmittal: May 31, 2019

On behalf of the owner and applicant, D.S.E. Holdings, Inc., Gentile Glas Holloway O'Mahoney & Associates, Inc. is submitting an application for Zoning Atlas Map Amendment from St. Lucie County Heavy Industrial Zoning to City of Fort Pierce as a Planned Development District (PDD) for the purpose of a mixed industrial/commercial use allowing a Recycling facility with a contractor's storage yard. Additional permitted uses include a two story - 15,491 square foot office/warehouse (3,589 s.f. office and 11,902 s.f. of warehouse space). The subject site is 52 acres of land and is located east of Selvitz Road in the City of Ft. Pierce Florida.

Based on Section 22-40 (c).1.e, of the Planned Development Code, when applying for a Planned Development code exceptions are allow for developments. The applicant is proposing code amendments, named PD requirements, for the proposed development as it relates to the height of fences, height of outdoor storage and landscape code for both the north and south sides which are industrial uses and the northeast and east side with residential and institutional uses, along with the west side with an access easement/paved roadway.

The purpose of applying for a Planned Development District (PDD) will allow this unique use to be provided; and

- Reduces screening and changes trees from 1 tree per 200 square feet to 1 tree per 30 linear feet as the current codes are onerous and unnecessary for like to like heavy industrial uses;
- the Planned Development (PD) requirements will go above code to screen the site and buffer sound to make a good neighbor for the residential development and school, heavily vegetating a much deeper buffer on an earth berm 10' high for a total (there are 2 times the number of trees) of 15' height of non-vegetative screen/buffer and 40' minimum mature vegetative buffer;
- The Planned Development (PD) requirements will allow increased height of outdoor storage to 30' in clean organized piles which will provide for a sound barrier to the surrounding properties.

Please see the attached letter with the requested code exceptions that are part of this application.

UPDATE: Since the initial submittal on November 30, 2018, there have been several things that have happened which has resulted in changes to the site plan as resubmitted.

1. On January 22, 2019, the Applicant held a public meeting inviting property owners within a 500' radius of the site.
    a. Approximately 50 people attended

   i. School Board/School staff – represented by Ft. Pierce Central Principal Todd Smith and Executive Director of Growth Management Marty Sanders plus 4 others.
   ii. River Oaks homeowners – represented by HOA President John Cherveny
   iii. Palm Gardens (further than 500' from the site) – represented by HOA President Jay Stewart.
   b. The general consensus of the attendees was that the pre-cast facility to the south of the subject property is a nuisance. Their feelings towards that facility colored how they looked at the proposal of the Applicant.
   c. Concerns voiced included air quality (dust), noise and water quality.
   d. The Applicant presented that they had had no complaints against their West Palm Beach facility, by either residents or controlling agencies.
2. Keeping stakeholder concerns in mind, the Applicant redesigned the site to place the recycling processing facility as far west as possible and reduced the footprint. There is no recycling closer than 500 feet to the adjacent Residential and Institutional Uses.
3. Based on meeting with the City, the applicant is amending the application to Zoning Atlas Map amendment to allow a Planned Development.
4. Additional use of Office and Warehouse has been added to the most eastern area, closest to the stakeholders. This places non-conditional type uses on the site in an area that then becomes a buffer for the recycling facility.
5. The Applicant, his Engineer and Attorney met with Marty Sanders, representing the School Board on February 25, 2019. A copy of the email from Mr. Sanders is included with his notes from the site visit after reviewing the revised plan.
6. On March 12, 2019, Mr. Sanders and Rebeca Guerra, Assistant Planning Director (now Interim Director) visited the D.S.E. Holdings West Palm Beach Facility to observe the process. A copy of the email from Mr. Sanders is included with his notes from the site visit (same email referenced above).
7. The March 27, 2019 meeting with staff resulted in a redirection of the Conditional Use Application and possible variances, to a request by the Applicant to a Zoning Atlas Amendment to a Planned Development.

Site History:

The subject site was annexed into the City limits in 2004 via Ordinance K-310, which annexed a collection of properties generally located between Selvitz Road and 25th Street. The subject property, in a group of seven parcels, was annexed as it was identified as being contiguous to the municipal boundary, and corresponding FPUA annexation agreements were on file with the City. Based on conversation with the City of Fort Pierce staff, the subject site was annexed into the City of Fort Pierce and received a Future Land Use Designation of HI – Heavy Industrial Land Use, however, the zoning remained under the County designation as LI – Heavy Industrial Zoning. The surrounding properties listed below were approved as follows:

Fort Pierce Central High School was approved in 2008;
River Oaks at Ten Mile Creek was approved in 2007; and
Palm Lake Gardens was approved in 2004.

Currently, both the property to the north and to the south (all part of the original group) have been rezoned into the City's I3 – Industrial designation in 2017. The south property has been approved to operate as a precast concrete manufacturing facility.

Applicant & Use:
D.S.E. Holdings has a long, successful history of providing benefit to communities and to the environment. The company has been recognized and applauded as a premiere recycler for its work in reducing materials to be landfilled. Leftover or retired materials in the form of concrete and asphalt are recycled into concrete aggregate of different sizes which will be used in new concrete applications by others. This is a private company doing a public service. Their primary facility in West Palm Beach, located at 550 Benoist Farms Road in West Palm Beach, has been in operation since 1990. During that time they have recycled 13 million tons of concrete. In Palm Beach County, they are second only to SWA. D.S.E. Holdings has other operations at 800 Railroad Avenue in Lake Park and 500 Rinker Way in Lake Worth, indicating their wealth of experience.

Recycling of leftover or retired concrete and asphalt keeps these materials out of our landfills while lessoning use of raw resources which leads to a more sustainable community. Adding such a facility in Ft. Pierce REDUCES the trip length for heavy trucks to deliver rubble or pick up aggregate, therefore reducing the carbon footprint when compared to using other facilities far afield. *There is a small facility that does many things, including some concrete recycling, which is around the corner at 4880 Glades Cut-Off Road (East Coast Recycling).*

SETBACKS: The Applicant is dedicated to being a good neighbor and has such a reputation at their other facilities. It is important to **visually** block operations from the adjacent townhome owners to the north and the high school to the west by providing a generous setback for the facility, far exceeding code. With the modified Planned Development Site Plan, the operation has been pushed back west, into the site and further away from residential and institutional uses.

Table 1

Setbacks	Facility Limits*	PDD Requirement
River Oaks Property Line	489 Feet	+ 489 Feet
River Oaks Building Line	850 Feet	
High School Property Line	1,157 Feet	1,157 to 1,173 Feet
High School Classrooms	2000 Feet	

- Includes the drive aisle

By the nature of the facility, an aggregate recycling facility is an outdoor storage facility for unprocessed and processed material. This operation accepts and stores large amounts unused or retired concrete (large rubble coming off demolition of buildings and roadways) and sometimes asphalt. They then process the material into different sized aggregate by crushing. The addition of the office/warehouse and the storage yards for equipment and supplies will act as a buffer to the residential/school areas to the east and northeast.

Surrounding Zoning and Land Use:

Table 2

	North	South	East	West
Land Use	**Industrial**	**Industrial**	**RL**	**Industrial**
Zoning	**I-3**	**I-3**	**PD & R2/School**	**IL**

Site:
The site is currently vacant agriculture land as evident by the drainage ditches crossing the property. These drainage ditches will be filled as part of the proposed use. The environmental report indicates that this land was in agriculture for over 25 years. Per the report, 'The primary vegetative cover is comprised of common non-native pasture grasses, ruderal weeds, and sparse native and non-native vegetation. Field reconnaissance conducted in November 2018 indicated that there are no wetlands or native upland habitats present on the subject property.'

DRAINAGE: Please see the Drainage Statement from Jonathan T. Ricketts, Inc. Generally, the site will drain north and south to perimeter swales. These swales will drain to a retention lake on the east side of the property.

ENTRY: The entry to this site is via an easement road from Selvitz Road running east/west. It is a shared easement with the property to the south of the subject property. The access easement continues north/south across the subject property with the agreement that the property to the south would bring water and sewer through this easement which will then serve both properties.

ADJACENT LAND:

- Property to the west is developed as industrial with no landscape buffers. A canal runs within the subject property long this property line.
- The eastern portion of the north side is a townhouse development under a homeowner association called River Oaks at Three Mile Creek. There is a preserve buffer ranging from 100 to 350 feet between the subject property and improvements in the residential community. This preserve consists of large Laurel Oaks and Sabal Palms with various understory vegetation. With the re-configured site, the aggregate recycling activity is further away. See Table 1 for distances.
- The property to the east is the Ft. Pierce Central High School. Recreation fields abuts the subject property. With the re-configured site, see Table 1 for distances.
- The property to the south is a recently approved built and operational precast concrete manufacturing facility on a piece of land of similar size to the subject property. There is no landscape buffer to the north (subject property's south) as no buffer was required, at the time, adjacent to agriculture.

Function & Use:
Ft. Pierce Industrial Aggregate Recycling Facility is a recycling facility for unused and retired concrete and asphalt materials with a well-defined process and set of procedures. Part of the project, future Phase 2, will be an office warehouse building serving as the headquarters for D.S.E. Holdings, similar to their Lake Park Facility.

Bringing Waste to the Site:

1. Trucks with concrete debris arrive at the gatehouse, commonly called the ticket booth, to check in, pay, and get directed where to dump.
2. They travel on the paved road to the Unprocessed Material Area on the east side of the property and dump in pile as directed by the ticket booth.
3. Trucks then depart on the two-way roadway back towards the gatehouse and exit.

Collecting Recycled Material:

1. Trucks buying recycled material enter through the gatehouse, pay, get ticket and are directed where to go.
2. They travel along the unpaved road to the Finish Material Storage Area on the West side of the property as directed by the ticket booth and are loaded by a Wheel Loader.
3. Trucks then depart on the roadway back towards the gatehouse and exit

Process:

1. The processing occurs in the area labeled 'Processing' in the middle of the property (see Image A below).
2. Materials are taken from the Unprocessed Materials Storage Area to the Processing Area for processing.
3. Once the material is processed, it is then stacked in the Finish Material Storage Area.

Operations:

STOCK PILES | OUTDOOR STORAGE

While the code allows outdoor storage and stock piling, it is typically a condition of approval, recommended by staff, that there be no outdoor storage on industrial projects.

> Sec. 22-67 (e)(5) *Commercial and industrial buffers*. Outside storage of materials for commercial and industrial uses shall be screened ……

We respectfully request that this condition not be placed on the PDD. The whole concept of aggregate recycling is a large-scale outdoor operation which includes outdoor stockpiling of unprocessed material delivered by large trucks and processed material to be picked up by large trucks. The entire operation is outdoors baring a small office. In addition, we are proposing an area for outdoor storage yards as a complimentary use for equipment and construction materials. The operation is organized and clean, not unsightly. As mentioned in other parts of the Statement, the recycling facility has moved further west allowing for a much greater buffer distance with some use by right in between the property line on the east / northeast and the aggregate recycling facility.

DUST CONTROL PLAN

Dust control is an everyday on-going process for recycler which is mandated through licensing by the Florida Department of Environmental Protection via the Health Department. The operators of this facility have a nearly a 30 year record of successfully operating aggregate recycling facilities without a dust problem. A watering truck will be on-site to keep all of the operating areas

moistened which prevents dust from occurring. The specialized recycling equipment used to convert the larger pieces of concrete into aggregate also uses water to prevent the creation of dust on the site. All of the operators of the key equipment needed for the recycling operation are trained in monitoring keys factors that prevent dust from occurring.

Please see the DEP Operating Permit for the West Palm Beach facility attached.

HOURS OF OPERATION

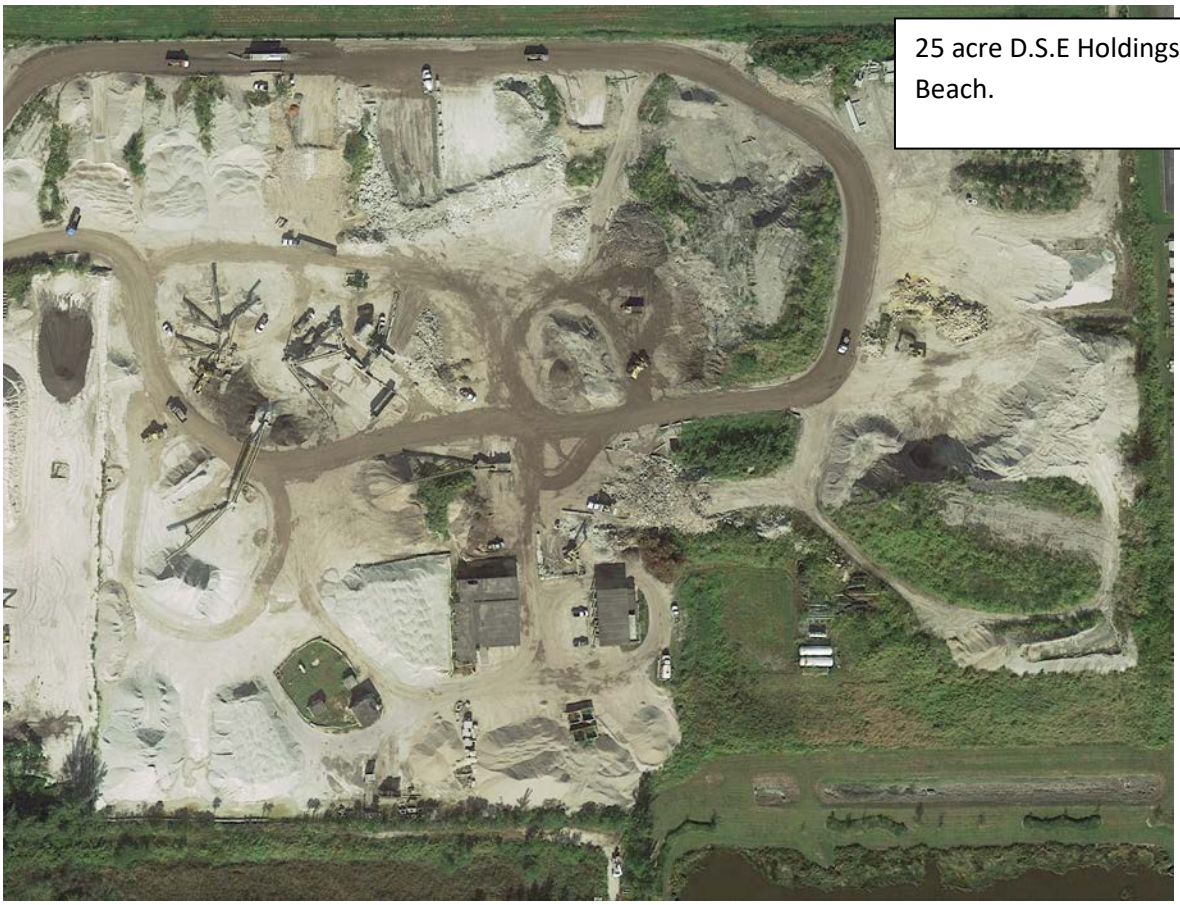
The maximum working hours for the facility will be 7 AM to 7 PM Monday through Saturday, with a typical week consisting of concrete recycling and processing occurring on Monday through Thursday 7 AM to 7 PM. One day during the week, typically Friday will be used for maintenance and repairs on the equipment. On weeks where rain prevents recycling during some portion of the week, Saturdays may be used for either recycling or maintenance.

Employees:

The gatehouse/ticket booth is manned by one employee during operating hours. The office modular building will be used by a site manager and office assistant for site coordination and dispatch. The processing equipment requires one person to run. Between 1 and 4 equipment operators will operate onsite equipment (Wheel Loaders, Track Excavators, Water Truck and Off Road Trucks).

IMAGE A

Wheel front end loader placing material into the crusher. Crushed material exits onto conveyor belts to send the material to the appropriate pile.



25 acre D.S.E Holdings facility in West Palm Beach.

The following is a list of the areas on the PDD Development Plan:

- Finished material storage area – approximately 10.74 acres
- Unprocessed materials area – approximately 8.65 acres;
- Processing area – approximately 1.48 acres;
- Equipment storage area – approximately 6.15 acres; and
- Phase 2 office/warehouse area – approximately 3.69 acres.

Landscape Buffers:

SIZE & LOCATION: The landscape buffers for this property are required to be 10' wide and run the perimeter on all sides per code. With this PDD application, the following buffers are proposed for the District:

- Buffer A (north and south) 10' wide
- Buffer B (east and northeast) 33' or 42' wide - Enhanced
- Buffer C (west) 10' wide*

*On the west side, the buffer has been placed on the east side of the road access easement.

SECURITY:

- Buffer A (north and south) 8’ chain link fence on property line
- Buffer B (east and northeast) 8’ chain link fence with a 95% sight obscuring wind screen on 10’ high berm 33’ or 42’ inside the property line.
- Buffer C (west) 12’ chain link fence with sight obscuring wind screen on 3’ berm set 10’ inside the access easement.

LANDSCAPE MATERIAL:

The landscape material is all native plant material planted in a casual, natural pattern. To avoid a monoculture in the plant material, various types of trees have been specified minimally to meet the PD requirements. The understory shrubs have been planted in a staggered meandering pattern 5-feet on-center which will allow them to reach a healthy thick plant in the 6-10’ height range.

- Buffer A (north and south) 1 tree per 30 linear feet.
- Buffer B (east and northeast) 12’ tall trees 1 per 30 linear feet, plus 6’ tall trees at 1 per 15 linear feet, plus shrubs at 1 per 2 linear feet.
- Buffer C (west) 1 tree per 30 linear feet.

Please Note: The proposed 95% opaqueness screening that we have indicated is a heavy-duty commercial grade screening with a 5-year guarantee and 8 to 10-year life expectancy. The material that gets to 98% or 100% opaqueness has a life span of 3 to 5 years and appears to be designed for temporary construction installations. The plant material on this buffer has been planted to provide full screening from top of berm to 20-30’ in the air which will greatly exceed 5% opaque missing.

Conclusion:

On behalf of the applicant, Gentile Glas Holloway O'Mahoney & Associates, Inc. respectfully request approval of the Rezoning and Conditional Use request. The Project Team at Gentile Glas Holloway O'Mahoney & Associates, Inc. are Emily O’Mahoney, Dylan Roden and Pat Lentini.

Attachments:

- Revised Planned Development District (PDD) Code Language;
- Response Letter to May 16, 2019 TRC comments;
- Revised Justification Statement;
- Proposed PDD Development Plan and Landscape plans including cross sections;
- Revised Drainage Statement and Engineering Plans;
- Revised Survey.

Landscape Architects ■ Planners ■ Environmental Consultants

LC-0000177

GENTILE | GLAS | HOLLOWAY | O'MAHONEY & Associates, Inc.

George G. Gentile FASLA
M. Troy Holloway ASLA
Emily M. O'Mahoney FASLA
Dodi Buckmaster Glas AICP

May 31, 2019

Mr. Brandon C. Creagan, MCRP,
LEED Green Associate/Planner
City of Fort Pierce Planning Department
100 North U.S.1 Fort Pierce, FL 34950

RE: **FORT PIERCE INDUSTRIAL AGGREGATE RECYCLING FACILITY - PROPOSED PLANNED DEVELOPMENT CODE EXCEPTIONS**

Dear Mr. Creagan:

Pursuant to Section 22-40 (c).1.e., please find below a list of the current code reference and proposed Planned Development (PD) criteria for the proposed Fort Pierce Industrial Aggregate Recycling Facility Planned Development District (PDD):

It is our goal to amend the City's Heavy Industrial (I-3) Zoning District, Section 22-67 for fencing and wall; and Section 22-187 for landscaping to the follow regulations for the Fort Pierce Aggregate Recycling Planned Development (PD):

Please note: the Current zoning on the property is St. Lucie County IH, Heavy Industrial, if we were not doing a PD application we would be requesting a City Heavy Industrial Use (I-3) as the compatible use.

a) *Purpose:* The Fort Pierce Aggregate Recycling Planned Development District (PDD) classification is intended as a guide for the future development of the property located on Selvitz Road, Fort Pierce, Florida (Parcel ID 2432-123-0001-000-8). Allowable uses within this District include all Heavy Industrial (I-3) uses permitted (as of date of this approval) plus aggregate recycling center.

b) *Basic use standards:* Property Development standards for Fort Pierce Aggregate Recycling Planned Development District must meet the following requirements of the I-3 District and PDD.
   1. *Lot size*.
      a. The minimum lot width shall be one hundred (100) feet;
      b. The minimum lot depth shall be one hundred (100) feet;
   2. *Yards:* The minimum yard depth for portions of the property abutting a public right-of-way or nonindustrial district will be fifteen (15) feet. Additionally:
      a. Rear Setback/incompatible uses Twenty Five (25) feet;
      b. Side Setback (north/south): Ten (10) feet;

c. Recycling Facility Setbacks:
   1. Compatible Uses: Ten (10) feet;
   2. Access Easement: Fifteen (15) feet;
   3. Non-Compatible Uses: Per line on site plan (480) feet.

c) Other applicable use standards.

1. Minor Site Plan review shall be required for uses which have buildings with less than 3,999 square feet of floor area; Major Site Plan review shall be required for uses which have buildings with more than 4,000 square feet of floor area.
2. Accessory buildings shall comply with all yard, lot coverage and building height requirements.
3. Every lot shall abut a street other than an alley for at least fifty (50) feet.
4. Signage requirements will comply with the standards located in Chapter 15 of the Lan Development Regulations of the City of Fort Pierce.
5. Outdoor storage of recycling materials at a maximum height of thirty (30) feet;
6. Fence and Landscape requirements are indicated below.
   a. North & South buffers – perimeter fencing landscape buffers adjacent to the same Future Land Use as follows:
      1. Eight (8) foot chain link fence on property line;
      2. Ten (10) foot wide landscape buffer;
      3. Trees thirty (30) feet on center;
      4. No shrubs or opaque screening.
      5. Irrigation of trees only through establishment or a minimum of a year.
   b. East/Northeast buffers – perimeter fencing and landscape buffers adjacent to residential or institutional land use and zoning as follows:
      1. Thirty-three (33) or forty-two (42) foot wide landscape buffer;
      2. Eight (8) foot chain link fence with a 95% opaque screen;
      3. Ten (10) foot berm with a 3:1 slope (thirty-three (33) linear feet minimum) for an elevation of twenty-two (22) feet;
      4. Twelve (12) foot tall trees thirty (30) feet on center; plus
      5. Six (6) foot tall trees fifteen (15) feet on center;
      6. Shrubs – one (1) every two (2) linear feet to create a continuous shrub mass;
      7. Two (2) foot side swale at property line; and
      8. One (1) foot wide flat area at top prior to the eight (8) foot chain link fence attached with 95% opaque screen.
      9. Permanent 100% irrigation.
   c. West buffer – perimeter fencing and landscape buffers adjacent to east side of access easement as follows:
      1. Ten (10) foot wide landscape buffer;

2. Twelve (12) foot chain link fence with 95% opaque screen at 10 foot setback, on top of three (3) foot berm with a 3:1 slope for fifteen (15) feet of screening;
3. Trees thirty (30) feet on center;
4. Continuous shrub mass;
5. Permanent 100% irrigation.

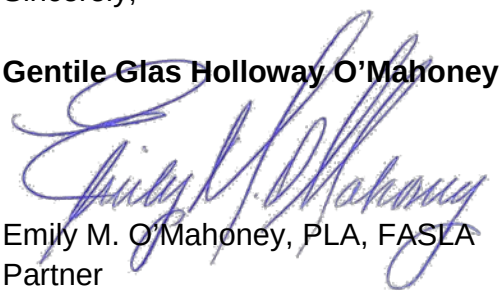
7. PDD Pervious area requirements – The minimum pervious area requirement is the area of the PDD required landscape buffers.

d) *Parking and Loading standards* will comply with the City's Code Section 22-60.

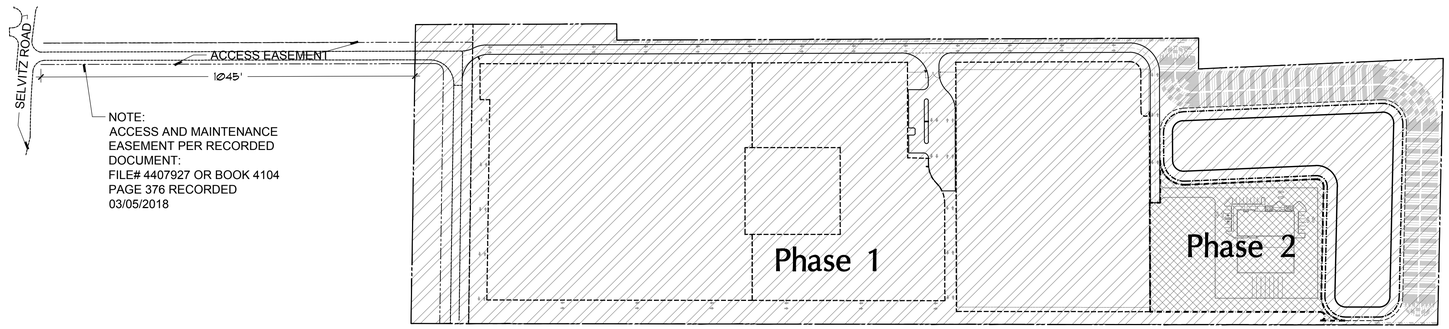
Should you have any questions regarding the above, please feel free to contact me at 561-575-9557 or email at Emily@2gho.com

Sincerely,

Gentile Glas Holloway O'Mahoney & Associates, Inc.



Emily M. O'Mahoney, PLA, FASLA
Partner



Phasing Legend

PHASE 1

PHASE 2

Planned Development Phasing

Scale: 1"=200'

MANUFACTURER: FENCE SCREEN (OR EQUAL) www.FENCESCREEN.com
SERIES: 150 SERIES COMMERCIAL BLOCK CLOSED MESH POLY 95% BLOCKAGE
MATERIAL: 100% POLYPROPYLENE
MODEL: OBSIDIAN BLACK
MOUNTING: TO BE FASTENED WITH STEEL GALVANIZED RINGS PER MANUFACTURES RECOMMENDATIONS

Fencing Windscreen

N.T.S.

Legend

LANDSCAPE BUFFERS (SEE LP SERIES OF PLANS FOR DETAILS)

BUFFER A -

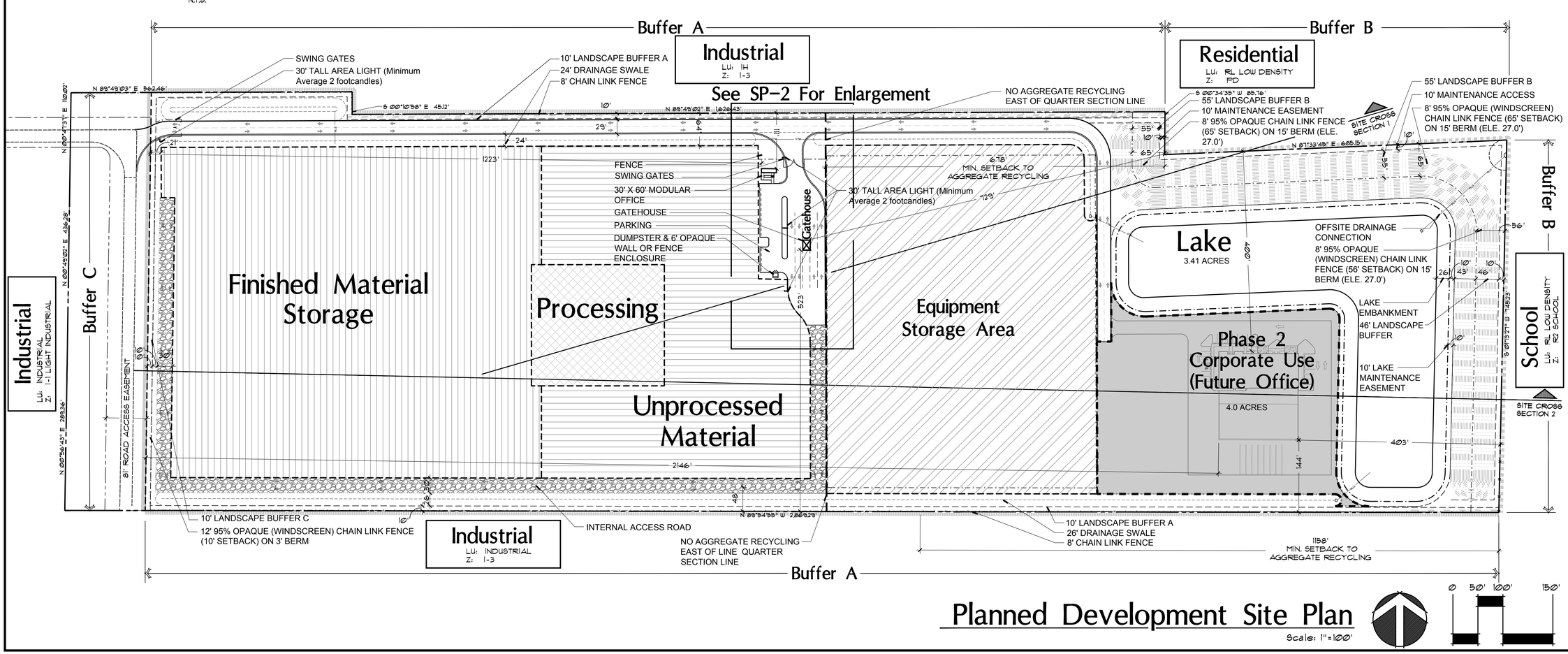
BUFFER B -

BUFFER C -

Ft. Pierce Industrial Aggregate Recycling Facility

Site Data 8/26/2019

Description						
Gross Site Area	**52.00 Acres**					
Road Easement	1.56 Acres					
Net Site Area	**50.44 Acres**					
Application Name	Ft. Pierce Industrial Aggregate Recycling Facility Planned Dev.					
Property Control Number	2432-123-0001-00078					
Existing Land Use Designation:	Industrial					
Existing Zoning District:	St. Lucie County - IH - Heavy Industrial District					
Proposed Zoning District:	City of Fort Pierce - PD Planned Development District					
Existing Use:	Vacant					
Proposed Uses:	Recycling Center, Warehouse, Office					
			Phase 1		**Phase 2**	
Office:			1,800	s.f.	3,589	s.f.
Warehouse:			-	s.f.	11,902	s.f.
Gatehouse:			1,800	s.f.	-	s.f.
Property Development Regulations	**PDD Required**		**Phase 1**		**Phase 2**	
Floor Area Ratio	1.5	Max.	0.0008		0.0068	
Building Height	50'	Max.	1 Floor		2 Floor	
Building Setbacks						
Front (West) Access Easement	15'	Max.	1,223'		2,146'	
Rear (East & Northeast)	25'	Max.	729'		403'	
Side (North)	10'	Max.	111'		400'	
Side (South)	10'	Max.	523'		144'	
Recycling Facility Setbacks						
West Access Easement	15'	Max.	21'		-	
North	15'	Max.	21'		-	
South	10'	Max.	48'		-	
East & North East	500'	Max.	678'		-	
Pervious Area	5%	Min.	-		-	
Parking Requirements	**PDD Required**		**Phase 1**		**Phase 2**	
Recycling Facility	-		2	Spaces	-	Spaces
Office	1 Space Per 200 s.f.		6	Spaces	12	Spaces
Gatehouse	-		1	Spaces	-	Spaces
Warehouse	1 Space Per 600 s.f.		-	Spaces	20	Spaces
			Total Provided		**32**	**Spaces**
			Total Provided	**Spaces**	**32**	**Spaces**
Handicap Spaces	Per Code		1	Space	2	Spaces
Loading Spaces						
Under 5,000 s.f.	0	Space	-	Space	-	Space
Each Additional 30,000 s.f.	1	Space	-	Space	1	Space



Planned Development Site Plan

Scale: 1"=100'

0 50' 100' 150'

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Environmental Consultants

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561-575-5260 FAX
www.2GHO.com

Planned Development Site Plan
Ft. Pierce Industrial Aggregate Recycling Facility
D.S. Eakins Construction Corp., Ft. Pierce, Florida

Designed: EOM
Drawn: EOM DLR
Approved: GGG/EOM/MTH
Date: 11/30/18
Job no. 17-1207
Revisions: 4/30/19
5/31/19
8/26/19

Seal

LC 0000177

Sheet Title: Planned Development Site Plan

Scale: 1"=100'

Sheet No. PDSP-1

17-1207

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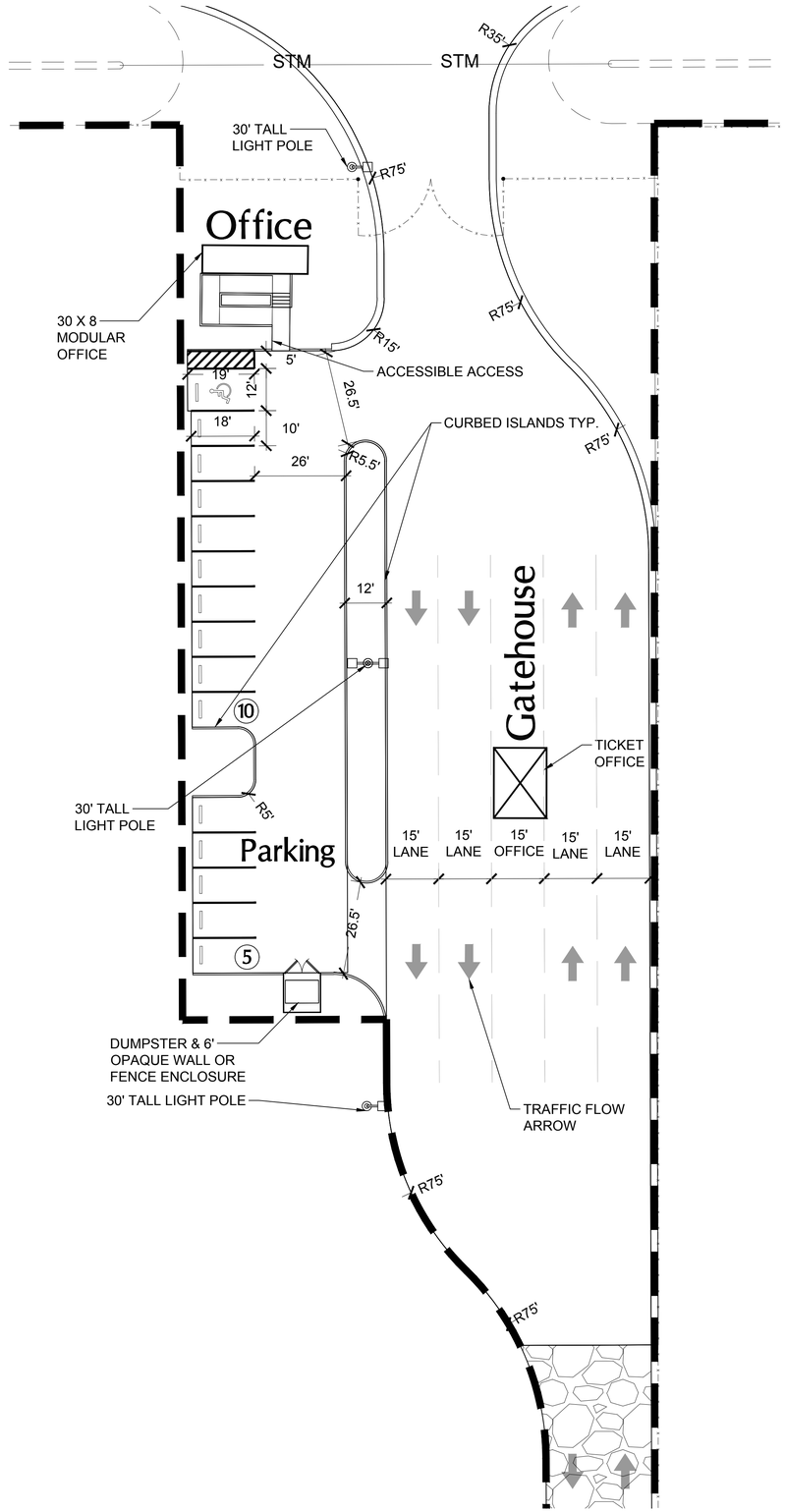

Parking & Gatehouse Enlargement

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Ft. Pierce Industrial Aggregate Recycling Facility
D.S. Eakins Construction Corp., Ft. Pierce, Florida

Designed: EOM AJ
Drawn: PLR EOM AJ
Approved: GGG/EOM/MTH
Date: 11/30/18
Job no. 17-1207
Revisions: 4/30/19
5/31/19

Seal

LC 0000177

Sheet Title:
Planned Development Site Plan

Scale: 1"=20'

Sheet No.
PDSP-2

17-1207

0 10' 20' 40'

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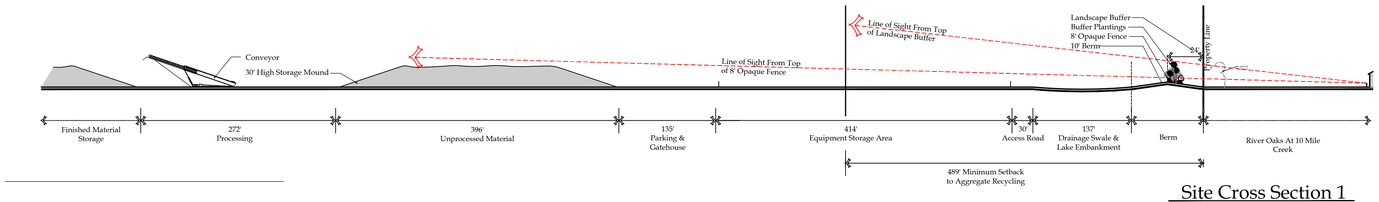
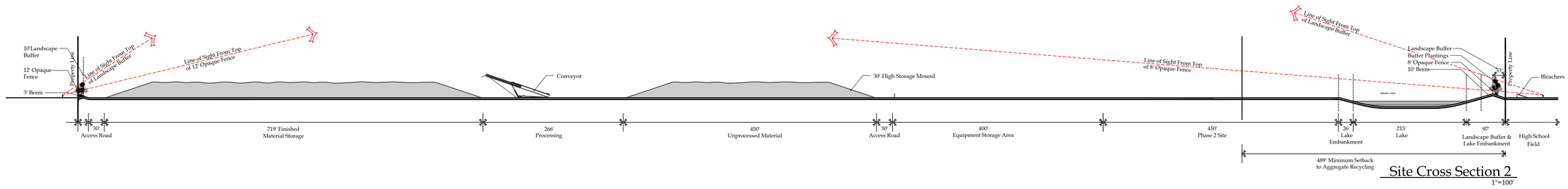


Site Cross Section 1

1"=100'

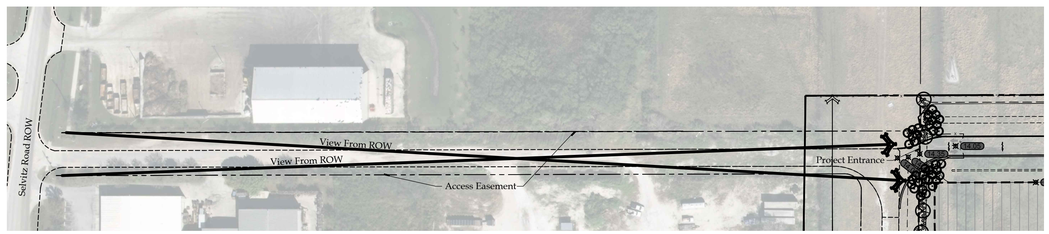


Site Cross Section 2

1"=100'

Site Cross Section 3

1"=100'



Plan View for Cross Section 3

1"=100'

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Planned Development Site Cross Sections
Ft. Pierce Industrial Aggregate Recycling Facility
D.S. Eakins Construction Corp., Ft. Pierce, Florida

Designed: EOM
Drawn: DLR EOM
Approved: GGG/EOM/MTH
Date: 4/30/19
Job no. 17-1207
Revisions: 5/31/19

Seal

LC 0000177

Sheet Title: Planned Development Site Cross Sections

Scale: As Noted

Sheet No.

PDSP-3

17-1207

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Landscape Tabular

BUFFER LANDSCAPE See Plan For Calculations			Planned Development Landscape Standards	Required	Provided
North Buffer	I-3	10' Buffer	1 Tree/30 LF	69 Trees	69 Trees
	Residential	24' Buffer 15' Solid Screen	1 Tree/30 LF	26 Trees	26 Trees
			2 (6') Trees/30 LF	52 Trees	52 Trees
East Buffer	Medium Density Residential	24' Buffer 15' Solid Screen	1 Tree/30 LF	26 Trees	26 Trees
	Ft. Pierce Community High School Retention Pond		2 (6') Trees/30 LF	52 Trees	52 Trees
South Buffer	I-3	10' Buffer	1 Tree/30 LF	90 Trees	90 Trees
West Buffer (Easement)	I-3	10' Buffer 15' Solid Screen	1 Tree/30 LF	26 Trees	26 Trees

INTERIOR LANDSCAPE	Area	Calculation	Landscape	Trees		
Vehicular Use Area - Paved	7,571 SF	1 SF/30 SF	252 SF	1 Tree/100 SF =	3 Trees	3 Trees
Parking Islands					1 Tree	1 Tree
Interior Trees					-	11 Trees
TOTAL TREES					345 Trees	356 Trees

Legend

LANDSCAPE BUFFERS (SEE LP SERIES OF PLANS FOR DETAILS)

BUFFER A -

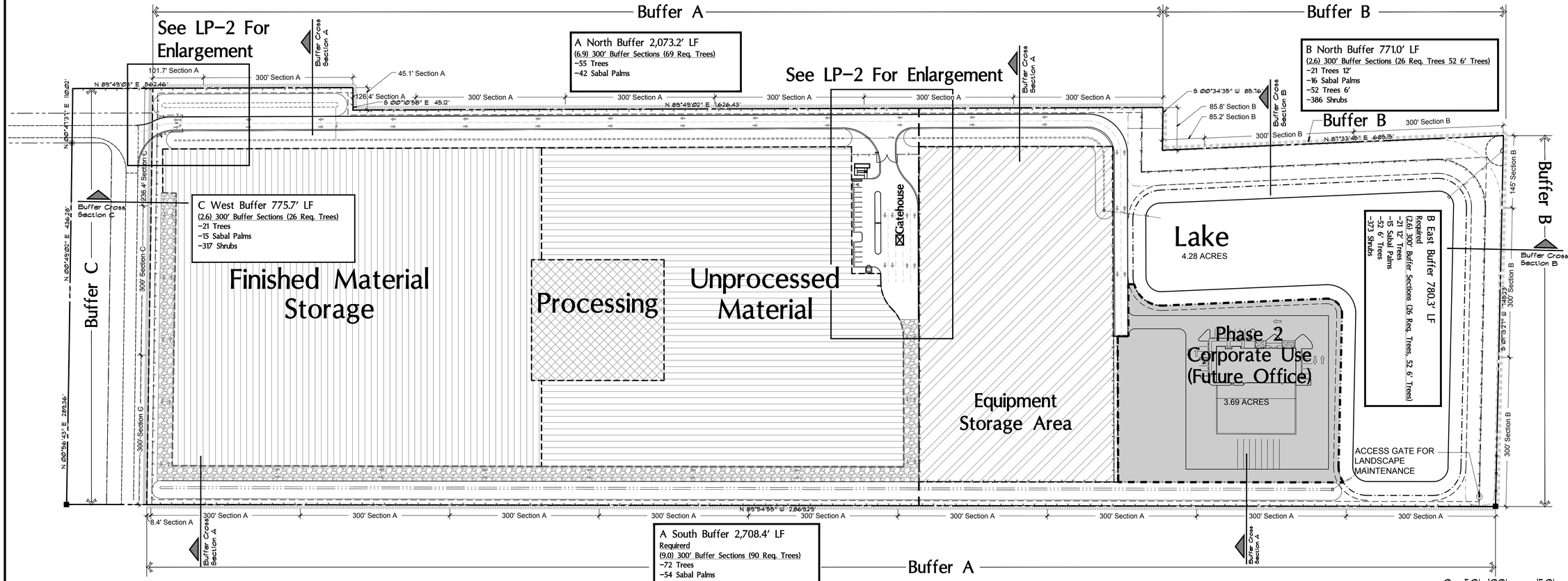
BUFFER B -

BUFFER C -

Notes:

-ALL INTERNAL PLANTING AREAS, BUFFERS B & C, SHALL RECEIVE 100% COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSOR.

-BUFFER A TREES SHALL RECEIVE IRRIGATION THROUGH ESTABLISHMENT OR FOR A MINIMUM OF 1 YEAR



Overall Landscape Plan

Scale: 1"=100'

0 50' 100' 150'

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Sheet Title: Overall Landscape Plan

Scale: 1"=100'

Sheet No. LP-1

17-1207

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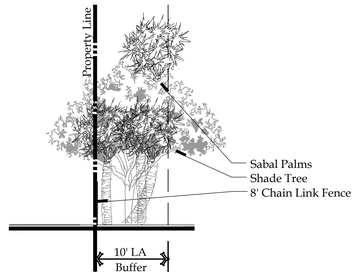

Cross Section Buffer A
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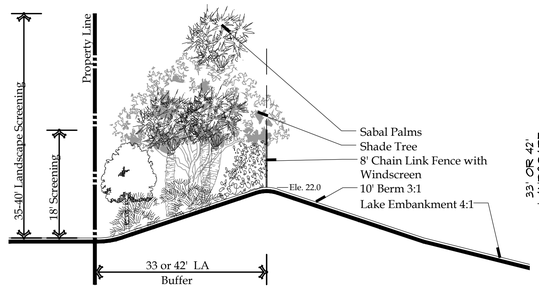

Cross Section Buffer B
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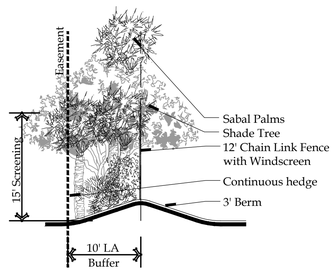

Cross Section Buffer C
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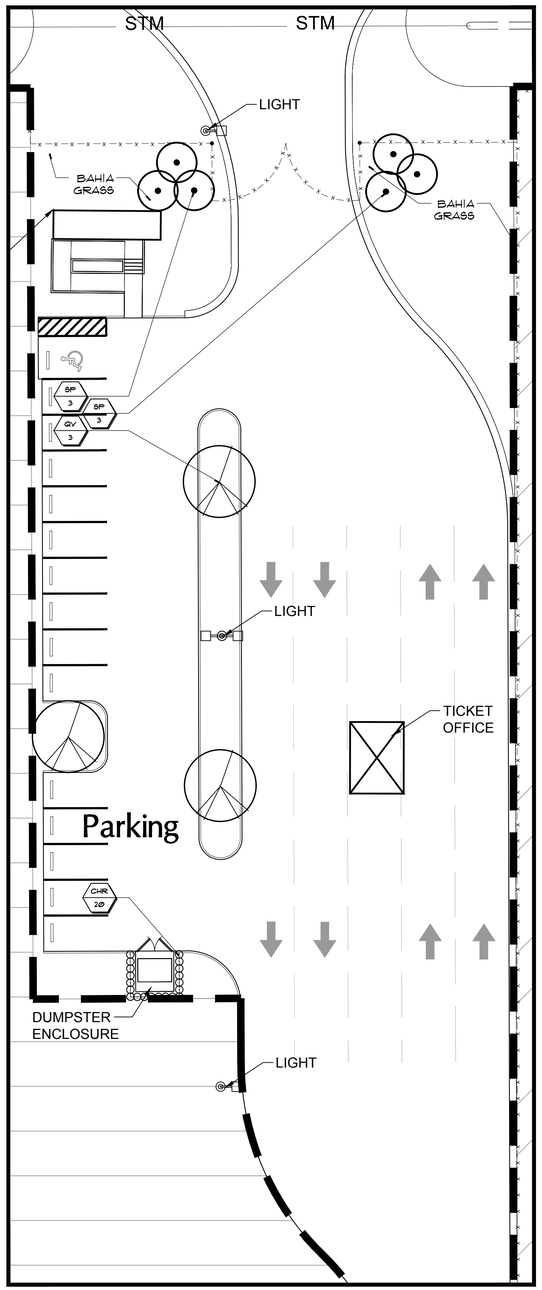
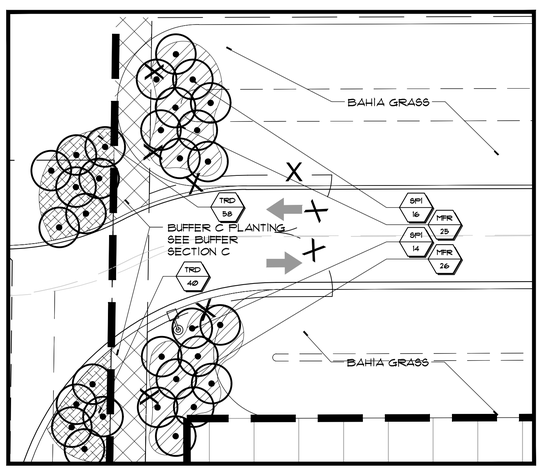
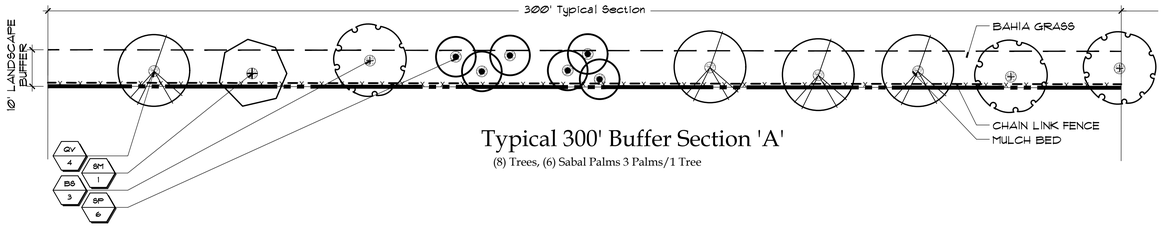


Parking/Gatehouse Enlargement
Scale: 1"=20'

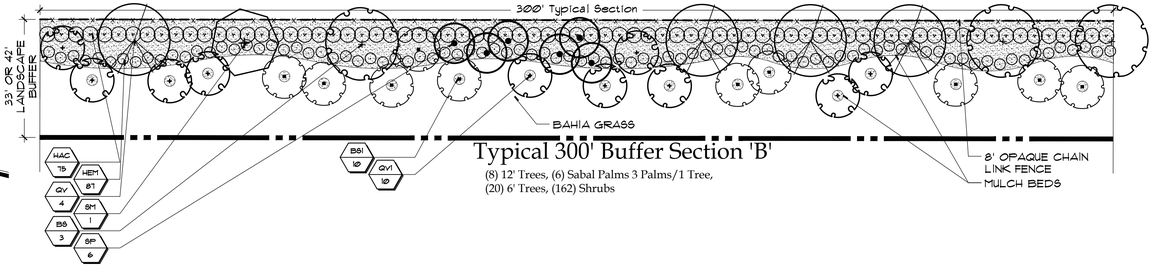


Entry Gate Enlargement
Scale: 1"=20'

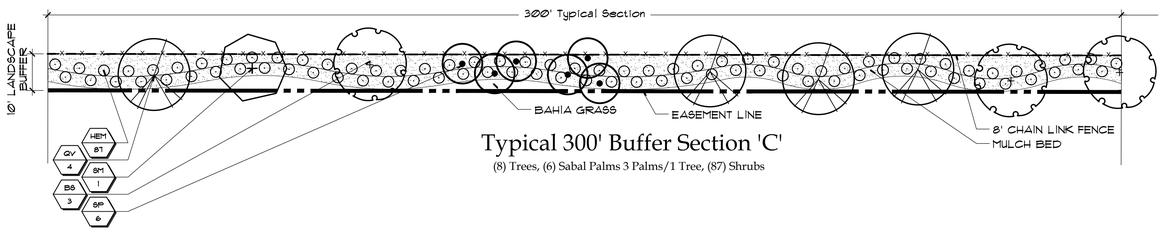
Typical Elevation A buffer (at initial install)



Typical 300' Buffer Section 'A'
(8) Trees, (6) Sabal Palms 3 Palms/1 Tree



Typical 300' Buffer Section 'B'
(8) 12' Trees, (6) Sabal Palms 3 Palms/1 Tree,
(20) 6' Trees, (162) Shrubs



Typical 300' Buffer Section 'C'
(8) Trees, (6) Sabal Palms 3 Palms/1 Tree, (87) Shrubs

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Seal

LC 0000177

Sheet Title:
Landscape Development Plan

Scale: AS NOTED

Sheet No.
LP-2

17-1207

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Overall Plant List

KEY	NORTH BUFFER A	NORTH BUFFER B	EAST BUFFER B	SOUTH BUFFER A	WEST BUFFER C	INTERIOR	TOTAL	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	CALIPER	SPACING	D.T.	NATIVE	REMARKS
BS	20	8	8	27	8	-	71	BURSERA SIMARUBA	GUMBO LIMBO	12"	5'	2.5"	A.S.	V	Y	4' CLEAR TRUNK - SINGLE LEADER
BS1	-	26	26	-	-	-	52	BURSERA SIMARUBA	GUMBO LIMBO	6'	3'	-	A.S.	V	Y	SINGLE LEADER
QV	28	10	10	36	10	3	97	QUERCUS VIRGINIANA	LIVE OAK	12"	5'	2.5"	A.S.	V	Y	4' CLEAR TRUNK - SINGLE LEADER
QV1	-	26	26	-	-	-	52	QUERCUS VIRGINIANA	LIVE OAK	6'	3'	-	A.S.	V	Y	SINGLE LEADER
SM	7	3	3	9	3	-	25	SWIETENIA MAHAGONI	MAHOGANY	12"	5'	2.5"	A.S.	V	Y	4' CLEAR TRUNK - SINGLE LEADER

PALMS

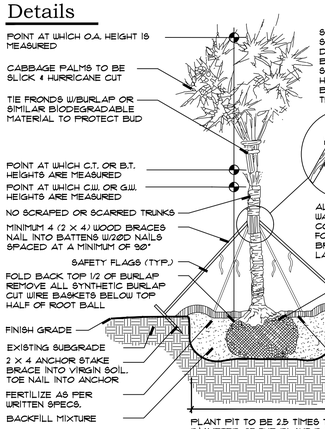
KEY	NORTH BUFFER A	NORTH BUFFER B	EAST BUFFER B	SOUTH BUFFER A	WEST BUFFER C	INTERIOR	TOTAL	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	CALIPER	SPACING	D.T.	NATIVE	REMARKS
SP	42	15	15	54	15	6	147	SABAL PALMETTO	CABBAGE PALMETTO	12-24'	C.T.	24" MIN.	A.S.	V	Y	1/3 CURVED - HURRICANE CUT - SLICK TRUNKS; STAGGER HEIGHTS
SP1	-	-	-	-	-	30	30	SABAL PALMETTO	CABBAGE PALMETTO	12-24'	C.T.	24" MIN.	A.S.	V	Y	1/3 STRAIGHT 12-16' C.T.; 1/3 CURVED SLICK 14-24' C.T.; 1/3 "S" CURVE COLLECTED 24-32' C.T.; STAGGER HEIGHTS

SHRUBS

KEY	NORTH BUFFER A	NORTH BUFFER B	EAST BUFFER B	SOUTH BUFFER A	WEST BUFFER C	INTERIOR	TOTAL	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	GAL.	SPACING	D.T.	NATIVE	REMARKS
CHR	-	-	-	-	-	20	20	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCOPLUM	30"	18"	-	2' O.C.	V	Y	FULL TO BASE
HAC	-	195	195	-	-	-	390	HAMELIA PATENS 'COMPACTA'	DWARF FIREBUSH	3'	3'	-	4' O.C.	V	Y	FULL TO BASE
HEM	-	226	226	-	226	-	678	HEDGE MIX	HEDGE MIX 5 SPECIES 35 CHRYSOBALANUS ICACO 'RED TIP' 25 CONOCARPUS ERECTUS 12 CONOCARPUS ERECTUS 'SERICUS' 10 CLUSIA GUTTIFERA 5 MYRCIA CERIFERA	24"	18"	- RED TIP COCOPLUM GREEN BUTTONWOOD SILVER BUTTONWOOD SMALL LEAF CLUSIA WAX MYRTLE	3.5' O.C.	V	Y	FULL TO BASE - TO BE PLANTED IN GROUPS OF 3-9
MFR	-	-	-	-	-	51	51	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	5'	3'	-	5' O.C.	V	Y	FULL TO BASE
TRD	-	-	-	-	-	56	56	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	30"	30"	-	3' O.C.	V	Y	FULL CLUMP

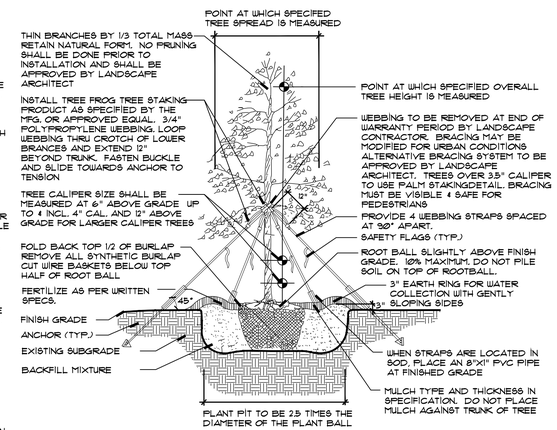
ABBREVIATIONS:
D.T.: DROUGHT TOLERANCE, V= VERY, M= MODERATE, L= LOW
NATIVE: Y= YES, N= NO
G.W.=GREY WOOD, C.T.= CLEAR TRUNK, O.A.=OVERALL, A.S.= AS SPECIFIED, O.C.=ON CENTER

Details



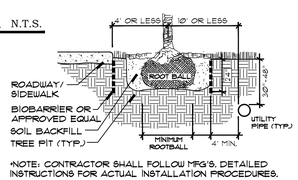
Palm Planting Detail N.T.S.

Tree Planting Over 3.5" Cal.



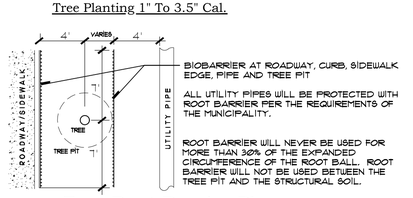
Tree Planting Detail N.T.S.

Tree Planting 1" To 3.5" Cal.

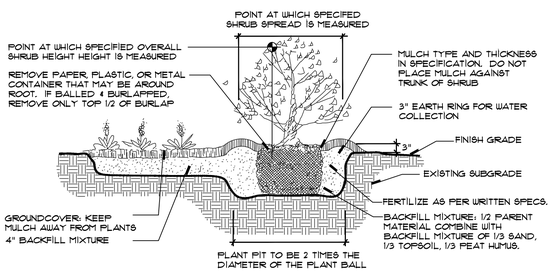


*NOTE: CONTRACTOR SHALL FOLLOW MFG'S. DETAILED INSTRUCTIONS FOR ACTUAL INSTALLATION PROCEDURES.

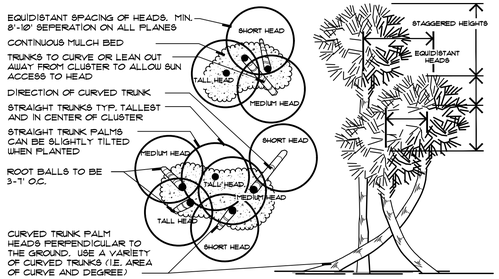
Tree Root Barrier Section N.T.S.



Tree Root Barrier Plan N.T.S.



Shrub & Ground Cover Planting Detail N.T.S.



Typical Cabbage Palm Layout N.T.S.

Specifications - Exterior Plants

1.4: QUALITY ASSURANCE:

SOIL ANALYSIS SHALL BE CONDUCTED BY THE LANDCAPE CONTACTOR PRIOR TO APPLICATION OF ANY SOIL AMENDMENTS, FERTILIZERS AND BACKFILL MIXTURES. THE LANDSCAPE CONTACTOR SHALL USE A QUALIFIED SOIL TESTING LABORATORY

THE RESULT OF THE SOIL TESTS SHALL BE SUBMITTED TO THE OWNER AND LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO THE APPLICATION OF SAID MATERIALS. ADJUSTMENTS TO THE SOIL AMENDENTS MAY BE MADE UPON CONSULTAION WITH THE OWNER AND THE LANDSCAPE ARCHITECT.

1.5: DELIVERY, STORAGE AND HANDLING:

PRUNING OF TREES SHALL BE DONE ON SITE AFTER PLANTING FOR DAMAGED LIMBS OR AS DIRECTED TO IMPROVE OVERALL PLANT APPEARANCE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. PRUNING METHODS SHALL FOLLOW STANDARD HORTICULTURAL PRACTICES USING APPROPRIATE TOOLS. LOPPING, SHEARING OR TOPPING OF PLANT MATERIAL WILL BE GROUNDS FOR REJECTION. DAMAGED, SCARRED, FRAYED, SPLIT OR SKINNED BRANCHES, LIMBS OR ROOTS TO BE PRUNED BACK TO LIVE WOOD. THE CENTRAL LEADER OR BUD SHALL BE LEFT INTACT UNLESS SEVERELY DAMAGED.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE, THIN OUT STRUCTURE AND REMOVE NOT MORE THAN 15% OF BRANCHES.

1.6: WARRANTY:

WARRANT ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST DEATH AND UNHEALTHY CONDITION, EXCEPT AS MAY RESULT FROM NEGLECT BY OWNER, DAMAGE BY OTHERS AND UNUSUAL PHENOMENA BEYOND CONTRACTOR'S CONTROL. REPLACEMENTS SHALL BE MADE WITH COMPATIBLE SIZE AND QUALITY OF MATERIAL AT A TIME REQUESTED OR ACCEPTABLE BY THE OWNER OR LANDSCAPE ARCHITECT. PLANT MATERIAL REJECTED DURING THE COURSE OF CONSTRUCTION SHALL BE REMOVED WITHIN FIVE (5) WORKING DAYS AND REPLACED BEFORE THE FINAL INSPECTION FOR COMPLETION WILL BE SCHEDULED. WARRANTY ON REPLACEMENT PLANTS SHALL BE 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE REPLACEMENTS. ANY DAMAGE TOLANDSCAPE, SODDED OR SEEDED AREAS DURING REPLACEMENT OF PLANT MATERIAL SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR.

1.7: MAINTENANCE SERVICE:

MAINTENANCE AND GENERAL CLEAN UP SHALL BE PERFORMED DAILY. MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, REMOVAL OF LITTER, MOWING, PRUNING, RESETTING SETTLED PLANTS, REMOVING, REPAIRING OR REPLACING STAKES AND GUYS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZATION AND SIMILAR OPERATIONS AS NEEDED TO ENSURE NORMAL GROWTH AND HEALTHY PLANT MATERIAL. MAINTENANCE SHALL BEGIN AFTER EACH PLANT IS PLANTED AND SHALL CONTINUE FOR NINETY (90) DAYS FROM THE DATE OF FINAL ACCEPTANCE.

1.8: QUANTITIES, LOCATION AND SUBSTITUTIONS:

THE QUANTITIES OF PLANT MATERIALS SHOWN ON PLANS SHALL TAKE PRECEDENCE OVER THE PLANT QUANTITIES ON THE PLANT LIST. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST THE NUMBER AND LOCATIONS OF THE DESIGNATED TYPES AND SPECIES OF PLANTS TO BE USED AT ANY OF THE LOCATIONS SHOWN. THE OWNER SHALL RECEIVE A CREDIT OR DEBIT FOR THE UNIT PRICE OF THE PLANT MATERIAL. NO SUBSTITUTION OF PLANT MATERIAL TYPES, SPECIFICATIONS OR SIZES WILL BE PERMITTED WITHOUT WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO NOT ACCEPT PLANT MATERIAL THAT DOES NOT, IN THE OPINION OF THE OWNER AND/OR LANDSCAPE ARCHITECT, MEET THE SPECIFICATIONS HEREIN.

2.1: PLANT MATERIAL:
2.2:
2.3:

PROVIDE SIZES AND SPECIFICATIONS OF PLANTS AS SHOWN ON PLANS OR LISTED ON PLANT LIST. ALL TREES, PALMS, SHRUBS, GROUND COVERS AND OTHER PLANTS SHALL CONFORM TO THE STANDARD OF FLORIDA NO. 1 OR BETTER AS GIVEN IN THE LATEST EDITION OF GRADES AND STANDARDS FOR NURSERY PLANTS BY FLORIDA DEPARTMENT OF AGRICULTURE, PART I AND II. PLANT MATERIAL SHALL ALSO CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. (ANSI) BULLETIN Z 60.1 - 1990 AND AS REVISED.

SPECIMEN PLANTS SHALL BE FLORIDA FANCY OR BETTER AND SHALL CONFORM TO THE LITERATURE STANDARDS LISTED ABOVE.

2.4: TOP SOIL:

TOPSOIL SHALL BE FRIABLE FERTILE SOIL WITH REPRESENTATIVE CHARACTERISTICS OF AREA SOILS. IT SHOULD BE FREE OF HEAVY CLAY, SILT, STONE, EXCESS LIME, SHELL ROCK, PLANT ROOTS, WEEDS, DEBRIS OR OTHER FOREIGN MATTER. IT SHALL NOT CONTAIN NOXIOUS PLANT GROWTH (SUCH AS BERMUDA, TORPEDO OR NUT GRASS). IT SHALL TEST BETWEEN THE PH RANGE OF 5.0 TO 7.0 UNLESS OTHERWISE SPECIFIED AND CONTAIN NO TOXIC RESIDUE OR SUBSTANCES THAT WOULD ENDANGER PLANT GROWTH. IF TOPSOIL IS NOT AVAILABLE ON SITE, IT SHALL BE IMPORTED FROM LOCAL SOURCES WITH SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH NOT LESS THAN 4".

2.5: INORGANIC SOIL AMENDMENTS:

SAND SHALL BE CLEAN, SALT-FREE AND CONTAINING NO EXTRANEOUS MATTER.

MYCORRHIZAL AMENDMENT SHALL BE DIEHARD™ TRANSPLANT AS MANUFACTURED BY HORTICULTURAL ALLIANCE OR EQUAL TO WITH THE FOLLOWING INGREDIENTS:

ENDOMYCORRHIZAL FUNGI
ECTOMYCORRHIZAL FUNGI
BENEFICIAL BACTERIA
HUMIC ACID
SOLUBLE SEA KELP
AMINO ACIDS
HORTA-SORB WATER MANAGEMENT GEL
TRICHODERMA
YUCCA PLANT EXTRACTS
VITAMIN B COMPLEX

2.6: ORGANIC SOIL AMENDMENTS:

PEAT HUMUS SHALL BE DECOMPOSED PEAT WITH NO IDENTIFIABLE FIBERS OR IF AVAILABLE, MUCK MAY BE SUBSTITUTED AND SHALL BE FREE FROM STONES, EXCESSIVE PLANT ROOTS, DEBRIS OR OTHER FOREIGN MATTER. MUCK SHALL NOT BE OVERLY SATURATED WITH WATER.

2.7: FERTILIZATION:

PROVIDE FERTILIZER UNIFORM IN COMPOSITION, DRY, AND IN A FREE FLOWING CONDITION FOR APPLICATION BY SUITABLE EQUIPMENT, AND DELIVER IN UNOPENED BAGS OR CONTAINERS, EACH FULLY LABELED.

FERTILIZE TREES, SHRUBS AND GROUND COVERS WITH "MILORGANITE" OR AN APPROVED COMPLETE FERTILIZER. APPLY "MILORGANITE" IN A CIRCLE AROUND THE PLANT BEFORE MULCHING. DO NOT TOUCH THE PLANT WITH THE FERTILIZER. WATER IN FERTILIZER AFTER MULCHING. APPLY MILORGANITE" FERTILIZER AT THE FOLLOWING RATE:
5.00 LBS. OR 14.5 CUPS / PALMS
3.00 LBS. OR 8.70 CUPS / 12-16' MATERIAL
2.00 LBS. OR 5.80 CUPS / 8-12- MATERIAL
0.69 LBS OR 2.00 CUPS / 6-8' MATERIAL
0.19 LBS OR 1/2 CUP / 3 GAL. MATERIAL
0.10 LBS. OR 1/4 CUP / 1 GAL MATERIAL

2.8: MULCHES:

MULCH TO BE APPLIED TO ALL PLANTING BEDS, 3" THICK MIN.
PINE STRAW MULCH SHALL BE APPLIED ONLY TO THOSE AREAS AS INDICATED ON THE PLAN. APPLY 6" FLUFFED, 2-3" THICK AFTER COMPACTION.

2.10:PLANTING SOIL MIX:

BACKFILL MIXTURE: 1/2 PARENT SOIL, 1/2 MIXTURE (1/3 SAND, 1/3 TOPSOIL, 1/3 PEAT HUMUS).

3.1: PLANTING BED ESTABLISHMENT:

PREPARATION: PRIOR TO THE INSTALLATION OF PLANTS, THE SITE SHALL BE FREE OF WEEDS, GRASS, SOD, DEBRIS, ROCKS OR OTHER MATERIAL MAKING THE SITE UNPLANTABLE. FOR FINAL ACCEPTANCE ALL PLANTED AREAS SHALL BE WEED FREE.

FINISH GRADING: THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE INSTALLATION AND GRADING OF TOPSOIL, IF NECESSARY, WITH THE GENERAL CONTRACTOR, TO INSURE THE SITE IS AT FINISH GRADE PRIOR TO INSTALLING PLANTS.

3.2: PLANTING TREES:

LAYOUT PLANTS ACCORDING TO LANDSCAPE PLANS. IF A CONFLICT ARISES AS TO THE LOCATION, SPACING OR OTHER CONFLICT, CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY.

EXCAVATE PIT TO TWO AND ONE-HALF (2 1/2) TIMES THE DIAMETER OF TREE BALL AND NOT LESS THAN 6" DEEPER. COMPACT A LAYER OF BACKFILL MIXTURE IN PIT TO LOCATE COLLAR OF PLANT PROPERLY IN A SLIGHTLY DISHED FINISH GRADE. BACKFILL AROUND BALL WITH BACKFILL MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS, WATERING THOROUGHLY AS LAYERS ARE PLACED. BUILD 3" HIGH BERM OF SOIL BEYOND EDGE OF EXCAVATION. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST.

GUY AND STAKE TREES, LESS THAN 3.5" IN CALIPER, IN FOUR DIRECTIONS WITH "ARBORBRACE" NYLON TREE GUYING KIT WITH HARDENED NYLON ANCHOR AND 3/4" 800 LB. POLYPROP UV WEBBING, MODEL (ATG-R) OR APPROVED EQUAL. STAKE TREES IMMEDIATELY AFTER PLANTING. FOR MULTI-TRUNK PLANT MATERIAL, ATTACH GUYS TO FOUR (4) LARGEST LIMBS, CARE MUST BE TAKEN NOT TO MAKE GUYS TOO TIGHT. FOR TREES 3.5" IN CALIPER AND OVER, TREES MUST BE STAKED WITH WOOD 2X4 METHOD. FOLLOW PALM STAKING DETAIL FOR REQUIREMENTS. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ELIMINATE GUYING OR STAKING. THE OWNER SHALL RECEIVE A CREDIT OR DEBIT FOR THE UNIT PRICE OF THE GUYING OR STAKING. THE LANDSCAPE CONTRACTOR SHALL REMOVE BRACING IN ONE YEAR.

3.2: PLANTING SHRUBS:

EXCAVATE PITS OR TRENCH TWO (2) TIMES DIAMETER OF BALLS OR CONTAINERS, AND 3" DEEPER THAN REQUIRED FOR POSITIONING AT PROPER HEIGHT. COMPACT A LAYER OF BACKFILL MIXTURE IN BOTTOM BEFORE PLACING PLANTS. CONTAINER GROWN MATERIALS SHALL BE PLANTED WITH 48 HOURS AFTER DELIVERY TO SITE. PLACE PLANT IN PIT AND BACKFILL AROUND PLANTS WITH BACKFILL MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. WATER THOROUGHLY AS LAYERS ARE PLACED. FORM A 3" HIGH BERM OF SOIL BEYOND THE EDGES OF EXCAVATION. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST.

3.4: PLANTING GROUNDCOVERS:

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED, AND SPREAD BACKFILL MIXTURE.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW FOR SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS, AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST, LIFTING PLANT FOLIAGE ABOVE MULCH. MULCH SHALL BE SPREAD BEFORE PLANTING PLANTS IN POTS LESS THAN 1 GALLON SIZE (4", LINERS, ETC.).

Specifications - Lawns and Grasses

2.1: PRODUCTS:

SOD SHALL MEET AMERICAN SOD PRODUCES ASSOCIATION STANDARDS FOR NURSERY GROWN SOD FOR THICKNESS OF CUT, PAD SIZE, STRENGTH OF SECTIONS, MOISTURE CONTENT AND THATCH. SOD SHALL BE GUARANTEED TO BE UNIFORM IN COLOR, LEAF TEXTURE, AND SHOOT DENSITY AND FREE OF WEEDS, DISEASE, FUNGUS, INSECTS OR OTHER IMPERFECTIONS AND SUFFICIENTLY KNITTED TO SUSTAIN GROWTH. SOD SHALL BE MOWED FOR FINAL ACCEPTANCE.

2.3: FERTILIZER:

FERTILIZE TURF AREAS WITH TYPE 1 FERTILIZER, COMPLYING WITH THE STATE FERTILIZER LAWS. THE FERTILIZER SHALL BE CHEMICALLY DESIGNATED WITH 12-8-8. PROVIDE AT LEAST 50% OF THE PHOSPHORIC ACID FROM NORMAL SUPER PHOSPHATE OR AN EQUIVALENT SOURCE PROVIDING A MINIMUM OF TWO UNITS OF SULFUR. THE AMOUNTS OF SULFUR AND ALL OTHER CHEMICAL SHALL BE INDICATED ON THE QUANTITATIVE ANALYSIS CARD ATTACHED TO THE UNOPENED BAG.

3.1: LAWN PREPARATION:

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL PROVIDED ON SITE OR IMPORTED TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

3.2: SODDING:

SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED SOIL MIX INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR TAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

Landscape Certificatoin

LANDSCAPE CERTIFICATION: THE LANDSCAPE ARCHITECT SHALL PROVIDE FINAL CERTIFICATION TO THE OWNER AND MUNICIPALITY THAT PLANTS ARE INSTALLED PER THE DESIGN PLAN, DETAILS AND SPECIFICATIONS. ANY CHANGES TO THE PLAN WILL NEED TO HAVE THE LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION. CONFORMITY TO FLORIDA GRADE #1 IN THE ROOT BALL REQUIRES THE LANDSCAPE ARCHITECT TO INSPECT TREES PRIOR TO INSTALLATION AT THE SITE. IT IS THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR/LANDSCAPE CONTRACTOR FOR ORGANIZING INSPECTIONS OF PLANT MATERIAL PRIOR TO INSTALLATION.

General Notes:

SOD TO BE BAHIA GRASS EITHER SOD OR SEED

ALL INTERNAL PLANTING AREAS, BUFFERS B & C, SHALL RECEIVE 100% COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSOR.

BUFFER A TREES SHALL RECEIVE IRRIGATION THROUGH ESTABLISHMENT OR FOR A MINIMUM OF 1 YEAR

ALL CONSTRUCTION DEBRIS & HARDPAN TO BE REMOVED FROM PLANTING BEDS TO A DEPTH OF 30"

UTILITES:

ABOVE AND BELOW GROUND UTILITIES SHALL BE VERIFIED AND LOCATED BY THE LANDSCAPE CONTRACTOR PRIOR TO COMMENCING WORK IN THE PROJECT AREA. IF UTILITY PLANS ARE AVAILABLE, THE CONTRACTOR SHALL EXAMINE THEM AND BRING ANY AND ALL CONFLICTS TO THE ATTENTION OF THE OWNER AND/OR LANDSCAPE ARCHITECT. WHEN WORKING IN AN AREA WHERE KNOWN UTILITIES EXIST, UTILITY LOCATIONS MAY NEED TO BE STAKED BY A SURVEYOR OR THE UTILITY COMPANIES. THE CONTRACTOR HAS THE OPTION TO CONTACT 811TO SCHEDULE LOCATION OF THE UTILITIES WHICH SUBSCRIBE TO THEIR SERVICE.

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Landscape Architects
Planners
Environmental Consultants

1907 Commerce Lane
Suite 101
Jupiter, Florida 33458
561-575-9557
561-575-5260 FAX
www.2GHO.com

Landscape Development Specifications & Details
Ft. Pierce Industrial Aggregate Recycling Facility
D.S. Eakins Construction Corp., Ft. Pierce, Florida

Designed: FOM
Drawn: DLR EOM
Approved: GGG/EOM/MTH
Date: 11/30/18
Job no. 17-1207
Revisions: 4/30/19
5/31/19

Seal

LC 0000177

Sheet Title:
Landscape Specifications & Details

Scale: N.T.S.

Sheet No.
LP-3
17-1207

FILE: N:\FT. PIERCE INDUSTRIAL - EAKINS - 17-1207\DRAWINGS\CURRENT\17-1207 LANDSCAPE BASEDWG
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XREFS: ECS1206 TASK 4B REV CLIENT COPY.DWG 1806 BASEDWG 17-1207 DESIGN BASEDWG

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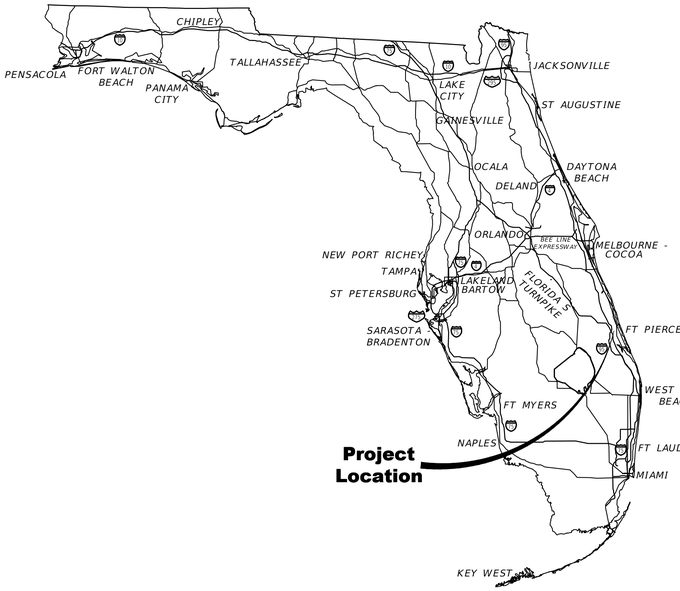
PROPOSED FACILITY FOR

D.S. EAKINS CONSTRUCTION CORPORATION

D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY

SELVITZ ROAD, FORT PIERCE
IN
ST. LUCIE COUNTY, FLORIDA



LOCATION SKETCH
not to scale

VICINITY MAP
SECTION 29, TOWNSHIP 35S, RANGE 40E
NOT TO SCALE

INDEX OF SHEETS	
Sheet Number	Sheet Title
C1.1	COVER SHEET
C2.1	EROSION CONTROL & DEMOLITION PLAN
C3.1	MASTER DRAINAGE PLAN
C4.1	SELVITZ ROAD EXISTING TURN LANE
C4.2	PAVING GRADING & DRAINAGE PLAN
C4.3	PAVING GRADING & DRAINAGE PLAN
C4.4	PAVING GRADING & DRAINAGE PLAN
C5.1	POTABLE WATER & SANITARY SEWER PLAN
C5.2	POTABLE WATER & SANITARY SEWER PLAN
C5.3	POTABLE WATER & SANITARY SEWER PLAN
C6.1	SECTIONS
C7.1	PAVING GRADING & DRAINAGE DETAILS
C8.1	WATER & WASTEWATER DETAILS

PROJECT INFORMATION

DEVELOPER: DS Eakins Construction
1481 Kinetic Rd, West Palm Beach,
FL 33403
Tel. (561) 842-0001

SURVEY PREPARED BY: MAXWELL GEOSPATIAL, INC.
565 39th Court SW
Vero Beach, Fl 32968
Tel. (772) 925-1060
Date 02/12/2019

PLANNER: Gentile Glas Holloway O'Mahoney & Associates
1907 Commerce Lane, Suite 101
Jupiter, Florida 33458
Tel. (561) 575-9557

AERIAL : Bing: 2018

PROJECT ADDRESS : 3798 Selvitz Road, Fort
Pierce, FL 34981

NOTES:

1. ELEVATIONS SHOWN HEREON ARE SHOWN IN FEET AND DECIMAL PARTS THERE OF AND ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

Always call 811 two full business days before you dig

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JTR Jonathan T. Ricketts, Inc. Consulting Engineers • Construction Managers
3450 Northlake Boulevard - Suite 200
Palm Beach Gardens, Florida 33403
Phone: (561) 630-6700
Toll - Free: (877) 630-6777
Fax: (561) 625-2770
FL Certificate of Authorization: 6173
NC Certificate of Authorization: C-2761

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JONATHAN T. RICKETTS

FILE: R:\Projects\1808 Eakins\CAD\Plans\1808-C1.1-COVER.dwg Friday, May 31, 2019 10:19:58 AM

NOTE: PLANS MAY BE PRINTED IN DIFFERENT PAGE SIZES - ALWAYS CONFIRM SCALE USING SCALE BAR.

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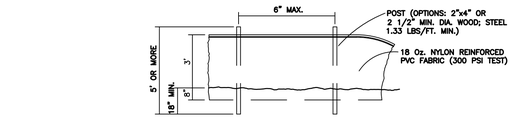
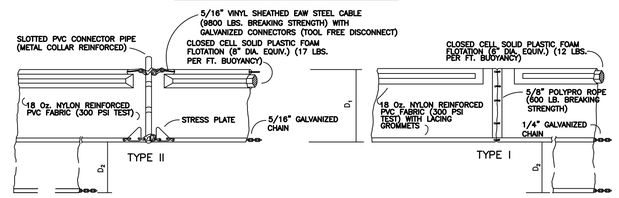
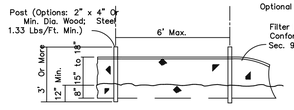


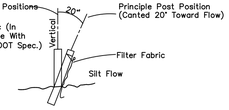
STAKED TURBIDITY BARRIER



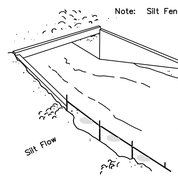
D_1 = 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS)
D_2 = 5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5')
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

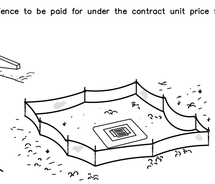
NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

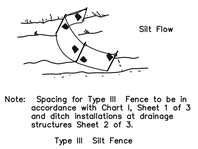




Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).





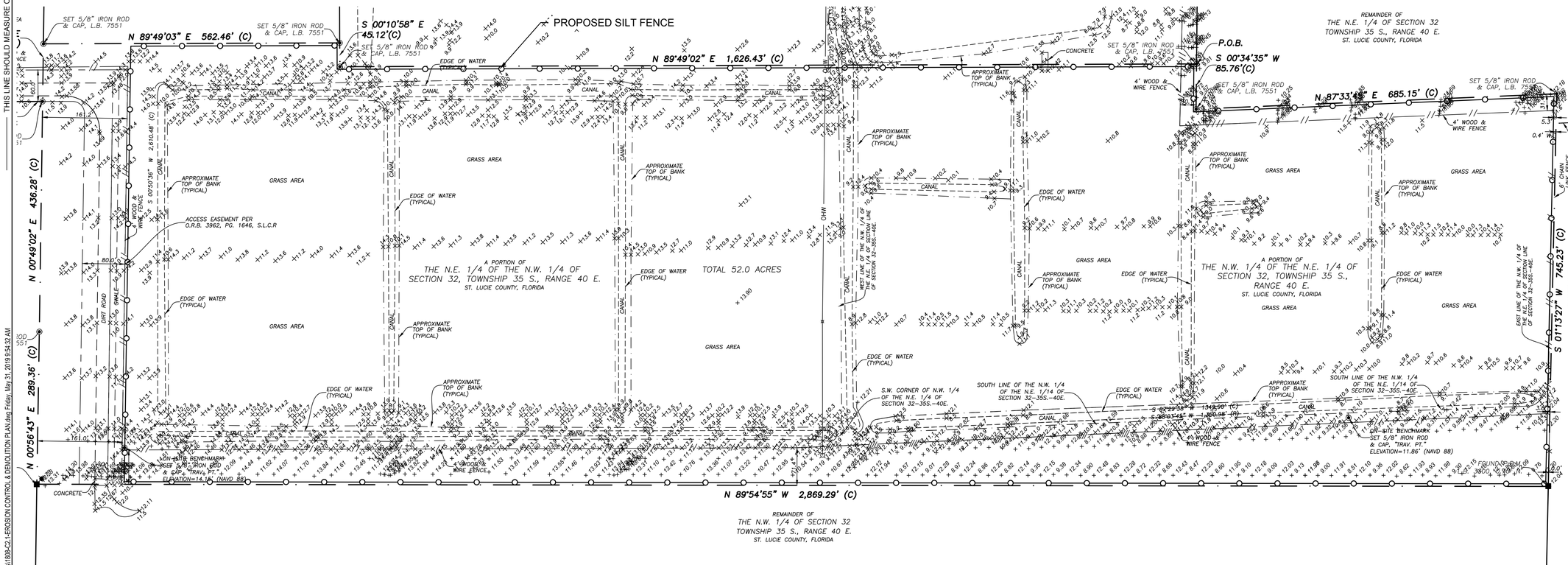


Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

(FDOT INDEX NO. 102, SHT. 3)

NOTES

1) PIPES SHOWN TO BE REMOVED WITHIN THE INTERIOR OF THE SILT FENCE AREA ARE TYPICAL - CONTRACTOR TO REMOVE ALL INTERIOR PIPES.
2) ALL ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
3) AREAS WITHIN SILT FENCE SHALL BE CLEARED.
4) DISTURBED AREAS SHALL BE SODDED AFTER GRADING IS COMPLETE.
5) CLEARED AREAS NOT GRADED WITHIN 10 DAYS SHALL BE SEEDED TO ESTABLISH TEMPORARY STABILIZATION.
6) PROPERTY CORNERS SHALL BE LOCATED BY A LICENSED LAND SURVEYOR AND CLEARLY MARKED IN THE FIELD PRIOR TO THE ENGINEERING DEPARTMENTS PRE-CONSTRUCTION MEETING FOR SITE DEVELOPMENT.
7) AUTHORIZATION TO INSTALL EROSION CONTROL DEVICES AND PRESERVE BARRICADES WILL BE GRANTED AT THE PRE-CONSTRUCTION MEETING. THE AUTHORIZATION SHALL BE POSTED ON THE SITE, IN THE PERMIT BOX, ITS LOCATION SHOWN ON THIS PAGE.
8) NO ADDITIONAL LAND CLEARING SHALL COMMENCE UNTIL A SATISFACTORY INSPECTION OF THE REQUIRED EROSION CONTROL BARRICADES HAS BEEN OBTAINED.
9) ALL CONSTRUCTION BARRICADES AND SILT FENCES WILL REMAIN IN PLACE AND BE MONITORED FOR COMPLIANCE BY THE PERMIT HOLDER DURING THE PERMITTED DEVELOPMENT ACTIVITIES.
10) PRIOR TO SCHEDULING A FINAL ENVIRONMENTAL INSPECTION FOR THE INFRASTRUCTURE, ALL BARRICADES AND EROSION CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.



LEGEND

- PROPERTY LINE / ROW LINE
- SILT FENCE
- EXISTING FENCE
- EXISTING EDGE OF WATER
- EXISTING APPROX. TOP OF BANK
- EXISTING EASEMENTS
- EXISTING OVERHEAD UTILITIES
- EXISTING GRADES
- PROPOSED GRADES
- PROPOSED FORCE MAIN
- PROPOSED WATER SERVICE
- PROPOSED LANDSCAPE BUFFER
- PROPOSED FENCE

0 100' 200' 300'
SCALE IN FEET

REV. No.	DATE	DESCRIPTION

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FL P.E. No. 38799
JONATHAN T. RICKETTS

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Consulting Engineers • Construction Managers

PROPOSED FACILITY FOR
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
SELVITZ ROAD, FORT PIERCE

LAT 27°23'35.64"N
LON 80°21'32.61"W
ST. LUCIE COUNTY, FLORIDA

EROSION CONTROL & DEMOLITION PLAN

PROJ. NO.: 1808
DRAWN BY: RC
SHEET: C2.1

FILE: R:\Projects\1808 Eakins\CAD\Plans\1808-C2.1-EROSION CONTROL & DEMOLITION PLAN.dwg Friday, May 31, 2019 9:54:32 AM

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TEN MILE CREEK

BHT OF FLORIDA

DICKERSON ASPHALT

ISOLA BELLA DR

RIVER OAKS

GEORGE L SOUTHWORTH (TR)

BHT OF FLORIDA

20.0' EXISTING DRAINAGE EASEMENT (O.R. 1878, PG. 315,316)

WASTE MANAGEMEN INC OF FLORIDA

SHEET C4.1

CREEKSIDE DR

ADVANCED MACHINE AND TOOL

SHEET C4.4

LAKE 4.28 A.C.

EXISTING 60' DRAINAGE CANAL

RETENTION / DETENION SWALE

SHEET C4.2

EAKINS

SHEET C4.3

DRAINAGE PIPE AND STRUCTURE (TYP.)

BANDY BLVD

BOBBY JOHNSON

RETENTION / DETENION SWALE

EXISTING DITCH AND DRAINAGE FLOW

SELVITZ RD

S 25TH STREET

FORT PIERCE CENTRAL HIGH

BOBBY JOHNSON

PRECAST SPECIALITIES LLC

PROPERITY DR

NSLRWCD

0 100' 200' 300'

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FILE: R:\Projects\1808 Eakins\CADD\Plans\1808-C3.1-MASTER DRAINAGE PLAN.dwg, Thursday, May 30, 2019 6:39:39 PM

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JTR Jonathan T. Rickets, Inc. Consulting Engineers • Construction Managers

PROPOSED FACILITY FOR
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
SELVITZ ROAD, FORT PIERCE

LAT 27°23'35.64"N
LON 80°21'32.61"W

ST. LUCIE COUNTY, FLORIDA

MASTER DRAINAGE PLAN

PROJ. NO.: 1808
DRAWN BY: RC
SHEET:
C3.1

DATE: 5/31/2019 10:21:52 AM

THIS LINE SHOULD MEASURE ONE HALF INCH ON A HALF SCALE PRINT.

PRESTIGE CORP HQ–FORT PIERCE
PARCEL ID.: 2432–222–0002–000–9
(O.R.B. 1904/803, S.L.C.R.)

PRESTIGE MOBILE CONCRETE
PARCEL ID.: 2431–505–0007–000–9
LOT 7

FORT PIERCE BUSINESS PARK
(P.B. 27/6, S.L.C.R.)

PRIME REALTY CAPITAL LLC
PARCEL ID.: 2432–222–0003–000–6
(O.R.B. 3316/701, S.L.C.R.)

STEWART AND STEVENSON FDDALLC
PARCEL ID.: 2431–505–0006–000–2
LOT 6

EAST LINE OF SECTION 31
WEST LINE OF SECTION 32

200.2'

CONCRETE WALK

CONCRETE WALK

WASTE MANAGEMENT INC.
OF FLORIDA
PARCEL ID.: 2432–222
–0004–000–3
PARCEL I
(O.R.B. 3432/1908, S.L.C.R.)

WASTE MANAGEMENT INC.
OF FLORIDA
PARCEL ID.: 2432–222–
0004–000–3
PARCEL I
(O.R.B. 3432/1908, S.L.C.R.)

WASTE MANAGEMENT INC.
OF FLORIDA
PARCEL ID.: 2432–222–0004–000–3
PARCEL II
(O.R.B. 3432/1908, S.L.C.R.)

CARGILL JUICE N AMERICA INC.
PARCEL ID.: 2432–221–0002–000–6
(O.R.B. 2116/2200, S.L.C.R.)

R30.0'

SELVITZ ROAD

24.0'

EXISTING PRIVATE ROAD

R30.0'

176.8'

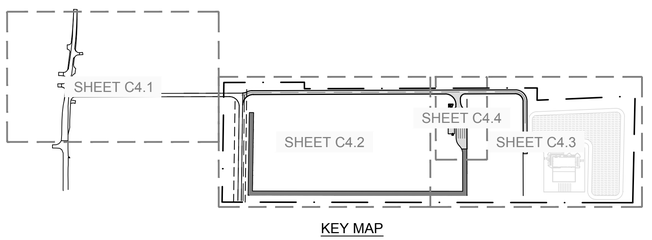
FIREHOUSE YOUTH CENTER INC
PARCEL ID.: 2431–505–0005–000–5
LOT 5

ADVANCED MACHINE AND TOOL INC.
PARCEL ID.: 2432–223–0002–000–2
(O.R.B. 1367/2517, S.L.C.R.)

ADVANCED MACHINE AND TOOL INC.
PARCEL ID.: 2432–223–0002–000–2
(O.R.B. 1367/2517, S.L.C.R.)

DON L COPELAND (TR);
ANN G COPELAND (TR)
PARCEL ID.: 2431–505–0004–000–8
LOT 4

JOON S MOON
PARCEL ID.: 2432–223–0003–000–9
(O.R.B. 420/1093, S.L.C.R.)



KEY MAP

SEC. 31 & 32 - TWP. 35 S - RGE. 40 E
LOCATION MAP
N.T.S.

MATCH LINE - See Sheet C4.2

NOTES:

1.THIS TURN LANE IMPROVEMENT PLAN WAS DESIGNED BY CIVIL DESIGN, INC. 1400 CENTREPARK BLVD, SUITE 905 WEST PALM BEACH, FL 33401, T: 561.659.5760. CONSTRUCTION OF THE TURN HAS BEEN COMPLETED

0 50' 100' 150'
SCALE IN FEET

REV. No.	DATE	DESCRIPTION

SEAL

05/31/19
FL P.E. No. 38799
JONATHAN T. RICKETTS

3450 Northlake Boulevard - Suite 200
Palm Beach Gardens, Florida 33403
Phone: (561) 630-8700
Toll Free: (877) 630-8777
Fax: (561) 625-2770
FL Certificate of Authorization: 6173
NC Certificate of Authorization: C-2761

JTR
Jonathan T. Ricketts, Inc.
Consulting Engineers • Construction Managers

PROPOSED FACILITY FOR
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
SELVITZ ROAD, FORT PIERCE
ST. LUCIE COUNTY, FLORIDA
LAT 27°23'35.64"N
LON 80°21'32.61"W

SELVITZ ROAD EXISTING TURN LANE

PROJ. NO.: 1808
DRAWN BY: RC
SHEET:
C4.1

FILE: R:\Projects\1808 Eakins\CAD\Plans\1808-C4.1-PAVING GRADING & DRAINAGE PLAN.dwg, Friday, May 31, 2019 9:50:40 AM

DATE: 5/31/2019 10:22:18 AM

THIS LINE SHOULD MEASURE ONE HALF INCH ON A HALF SCALE PRINT.

SECTION (R1-R1)

2' BERM TOP WIDTH

10' LANDSCAPE BUFFER

SECTION (R2-R2)

26' ROAD SECTION

10' LANDSCAPE BUFFER

SECTION (R1-R1)

CONSTRUCT 65 LF - 18" HDPE

36' WIDTH SWALE

SECTION (R2-R2)

PROPOSED SWALE @ INV. = 9.0

ASPHALT ACCESS ROAD

SILT FENCE (TYP.)

CRUSHED CONCRETE ACCESS ROAD

30' WIDTH INTERNAL ACCESSWAY

SECTION (R4-R4)

SECTION (R4-R4)

10' LANDSCAPE BUFFER

10'

2' WIDTH BERM

EXISTING ASPHALT DRIVE

161' TO PROPERTY LINE

EXIST. 81' ACCESS EASEMENT

PROCESSING AREA

30' WIDTH INTERNAL ACCESSWAY

SECTION (R3-R3)

36' WIDTH SWALE

PROPOSED SWALE @ INV. = 9.0

2' WIDTH BERM

10' LANDSCAPE BUFFER

SECTION (R3-R3)

MATCH LINE - See Sheet C4.1

MATCH LINE - See Sheet C4.3

LEGEND

- PROPERTY LINE / ROW LINE
- SILT FENCE
- EXISTING FENCE
- EXISTING EDGE OF WATER
- EXISTING APPROX. TOP OF BANK
- EXISTING EASEMENTS
- EXISTING OVERHEAD UTILITIES
- EXISTING GRADES
- PROPOSED GRADES
- PROPOSED FORCE MAIN
- PROPOSED WATER SERVICE
- PROPOSED LANDSCAPE BUFFER
- PROPOSED FENCE

0 50' 100' 150'

SCALE IN FEET

FILE: R:\Projects\1808 Eakins\CAD\Plans\1808-C4.2-PAVING GRADING & DRAINAGE PLAN.dwg Thursday, May 30, 2019 6:39:35 PM

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Palm Beach Gardens, Florida 33403
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JTR Jonathan T. Ricketts, Inc. Consulting Engineers • Construction Managers

PROPOSED FACILITY FOR
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
SELVITZ ROAD, FORT PIERCE

LAT 27°23'35.64"N
LON 80°21'32.61"W

ST. LUCIE COUNTY, FLORIDA

PAVING GRADING & DRAINAGE PLAN

REV. No.	DATE	DESCRIPTION

PROJ. NO.: 1808
DRAWN BY: RC
SHEET:
C4.2

DATE: 5/31/2019 10:22:43 AM

THIS LINE SHOULD MEASURE ONE HALF INCH ON A HALF SCALE PRINT.

MATCH LINE - See Sheet C4.2

PROPERTY LINE

26' PAVED ROAD

12.44 | 12.72 | 12.44

13.75

LANDSCAPE BUFFER

41' TO TOP OF BERM

2' BERM TOP WIDTH

27'

SECTION (L2-L2)

EXISTING DRAINAGE DITCH & OUTFALL

LANDSCAPE BUFFER

CONSTRUCT 138 LF - 24" HDPE

41' TO TOP OF BERM

36' WIDTH SWALE

30' X 60' MODULAR OFFICE

CONSTRUCT 140 LF - 18" HDPE

SHEET C4.4

DS-3

10' L.M.A (TYP.)

CONSTRUCT 115 LF - 18" HDPE

SECTION (L2-L2)

CS-1

LAKE 4.28 A.C.

DUMPSTER

TICKET OFFICE

13.70

13.50

EQUIPMENT STORAGE AREA 6.06 A.C.

13.50

13.75

PHASE 2 CORPORATE USE (FUTURE OFFICE) 4.3 ± A.C.

SECTION (L1-L1)

LANDSCAPE BUFFER

2' BERM TOP WIDTH

SECTION (L1-L1)

32' TO TOP OF BERM

27

30' WIDTH INTERNAL ACCESSWAY

PROPERTY LINE

36' WIDTH SWALE / DETENTION @ INV. = 9.0

CONSTRUCT 84 LF - 18" HDPE

28' LAKE EMBANKMENT

10' L.M.E

2' BERM TOP WIDTH

DS-2

2' BERM TOP WIDTH

10' LANDSCAPE BUFFER

10' LANDSCAPE BUFFER

LEGEND

- PROPERTY LINE / ROW LINE
- SILT FENCE
- EXISTING FENCE
- EXISTING EDGE OF WATER
- EXISTING APPROX. TOP OF BANK
- EXISTING EASEMENTS
- EXISTING OVERHEAD UTILITIES
- EXISTING GRADES
- PROPOSED GRADES
- PROPOSED FORCE MAIN
- PROPOSED WATER SERVICE
- PROPOSED LANDSCAPE BUFFER
- PROPOSED FENCE

0 50' 100' 150'

SCALE IN FEET

REV. No.	DATE	DESCRIPTION

SEAL

05/31/19
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JONATHAN T. RICKETTS

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JTR Jonathan T. Rickets, Inc. Consulting Engineers • Construction Managers

LAT 27°23'35.64"N
LON 80°21'32.61"W

PROPOSED FACILITY FOR
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
SELVITZ ROAD, FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

PAVING GRADING & DRAINAGE PLAN

PROJ. NO.: 1808
DRAWN BY: RC
SHEET:
C4.3

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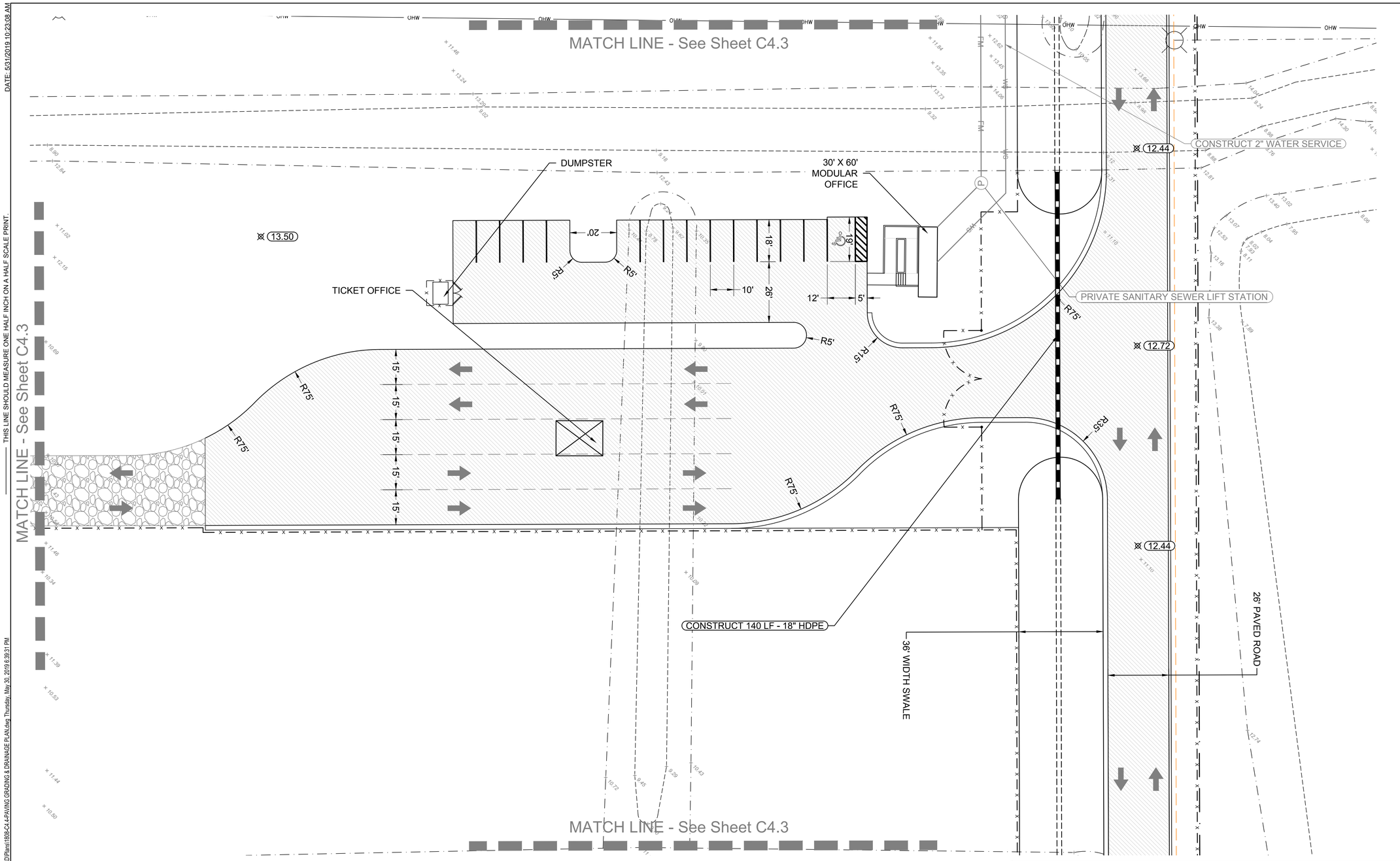

LEGEND

- PROPERTY LINE / ROW LINE
- SILT FENCE
- EXISTING FENCE
- EXISTING EDGE OF WATER
- EXISTING APPROX. TOP OF BANK
- EXISTING EASEMENTS
- EXISTING OVERHEAD UTILITIES
- EXISTING GRADES
- PROPOSED GRADES
- PROPOSED FORCE MAIN
- PROPOSED WATER SERVICE
- PROPOSED LANDSCAPE BUFFER
- PROPOSED FENCE

0 20' 40' 60'
SCALE IN FEET

REV. No.	DATE	DESCRIPTION

SEAL
05/31/19
FL P.E. No. 38799
JONATHAN T. RICKETTS

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Consulting Engineers • Construction Managers

PROPOSED FACILITY FOR
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
SELVITZ ROAD, FORT PIERCE
LAT 27°23'35.64"N
LON 80°21'32.61"W
ST. LUCIE COUNTY, FLORIDA

PAVING GRADING & DRAINAGE PLAN

PROJ. NO.: 1808
DRAWN BY: RC
SHEET:
C4.4

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PROPOSED 8" PVC WATER MAIN (BY OTHERS)

PROPOSED 4" PVC FORCE MAIN (BY OTHERS)

CONSTRUCT 2" WATER SERVICE

CONSTRUCT 2" METER & BACKFLOW DEVICE

CONSTRUCT 2" PVC FORCE MAIN

CONSTRUCT 2" PVC FORCE MAIN

PROCESSING AREA

MATCH LINE - See Sheet C5.2

0 50' 100' 150'
SCALE IN FEET

LEGEND

- PROPERTY LINE / ROW LINE
- SILT FENCE
- EXISTING FENCE
- EXISTING EDGE OF WATER
- EXISTING APPROX. TOP OF BANK
- EXISTING EASEMENTS
- EXISTING OVERHEAD UTILITIES
- EXISTING GRADES
- PROPOSED GRADES
- PROPOSED FORCE MAIN
- PROPOSED WATER SERVICE
- PROPOSED LANDSCAPE BUFFER
- PROPOSED FENCE

REV. No.	DATE	DESCRIPTION

SEAL

05/31/19
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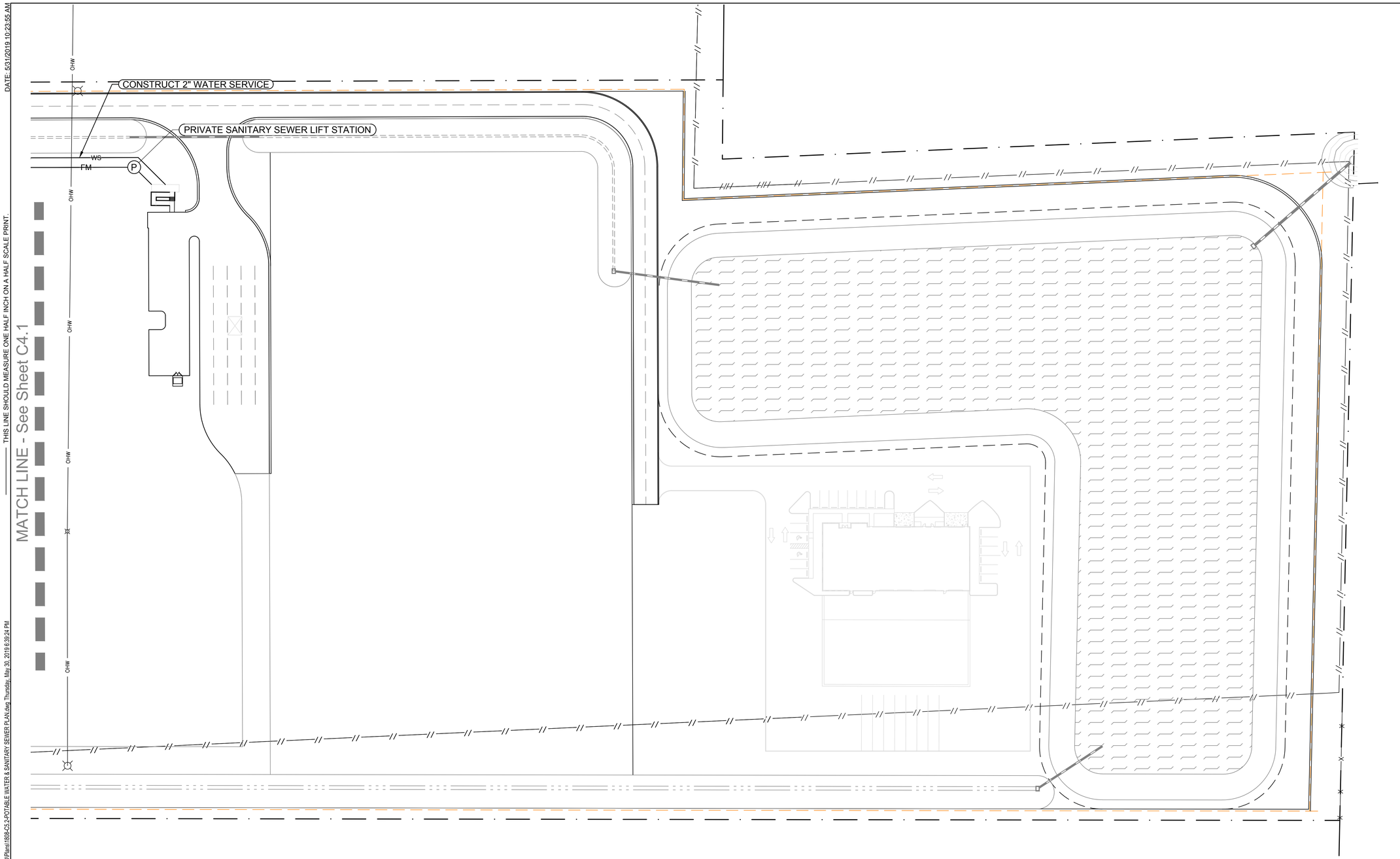
JTR Jonathan T. Ricketts, Inc. Consulting Engineers • Construction Managers

PROPOSED FACILITY FOR
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
SELVITZ ROAD, FORT PIERCE

LAT 27°23'35.64"N
LON 80°21'32.61"W
ST. LUCIE COUNTY, FLORIDA

POTABLE WATER & SANITARY SEWER PLAN

PROJ. NO.: 1808
DRAWN BY: RC
SHEET:
C5.1



LEGEND

- PROPERTY LINE / ROW LINE
- SILT FENCE
- EXISTING FENCE
- EXISTING EDGE OF WATER
- EXISTING APPROX. TOP OF BANK
- EXISTING EASEMENTS
- EXISTING OVERHEAD UTILITIES
- EXISTING GRADES
- PROPOSED GRADES
- PROPOSED FORCE MAIN
- PROPOSED WATER SERVICE
- PROPOSED LANDSCAPE BUFFER
- PROPOSED FENCE

0 50' 100' 150'
SCALE IN FEET

REV. No.	DATE	DESCRIPTION

SEAL
05/31/19
FL P.E. No. 38799
JONATHAN T. RICKETTS

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PROPOSED FACILITY FOR
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
SELVITZ ROAD, FORT PIERCE
LAT 27°23'35.64"N
LON 80°21'32.61"W
ST. LUCIE COUNTY, FLORIDA

POTABLE WATER & SANITARY SEWER PLAN

PROJ. NO.: 1808
DRAWN BY: RC
SHEET: C5.2

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THIS LINE SHOULD MEASURE ONE HALF INCH ON A HALF SCALE PRINT.

MATCH LINE - See Sheet C5.2

MATCH LINE - See Sheet C5.2

MATCH LINE - See Sheet C5.2

CONSTRUCT 2" WATER SERVICE

PRIVATE SANITARY SEWER LIFT STATION

FM

WS

OHW

0 20' 40' 60'

SCALE IN FEET

LEGEND

- PROPERTY LINE / ROW LINE
- SILT FENCE
- EXISTING FENCE
- EXISTING EDGE OF WATER
- EXISTING APPROX. TOP OF BANK
- EXISTING EASEMENTS
- EXISTING OVERHEAD UTILITIES
- EXISTING GRADES
- PROPOSED GRADES
- PROPOSED FORCE MAIN
- PROPOSED WATER SERVICE
- PROPOSED LANDSCAPE BUFFER
- PROPOSED FENCE

REV. No.	DATE	DESCRIPTION

SEAL

05/31/19
FL P.E. No. 38799
JONATHAN T. RICKETTS

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Palm Beach Gardens, Florida 33403
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JTR Jonathan T. Ricketts, Inc. Consulting Engineers • Construction Managers

PROPOSED FACILITY FOR
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
SELVITZ ROAD, FORT PIERCE

LAT 27°23'35.64"N
LON 80°21'32.61"W

ST. LUCIE COUNTY, FLORIDA

POTABLE WATER & SANITARY SEWER PLAN

PROJ. NO.: 1808
DRAWN BY: RC
SHEET:
C5.3

FILE: R:\Projects\1808 Eakins\CAD\Plans\1808-C5.3-POTABLE WATER & SANITARY SEWER PLAN.dwg, Thursday, May 30, 2019 6:39:23 PM

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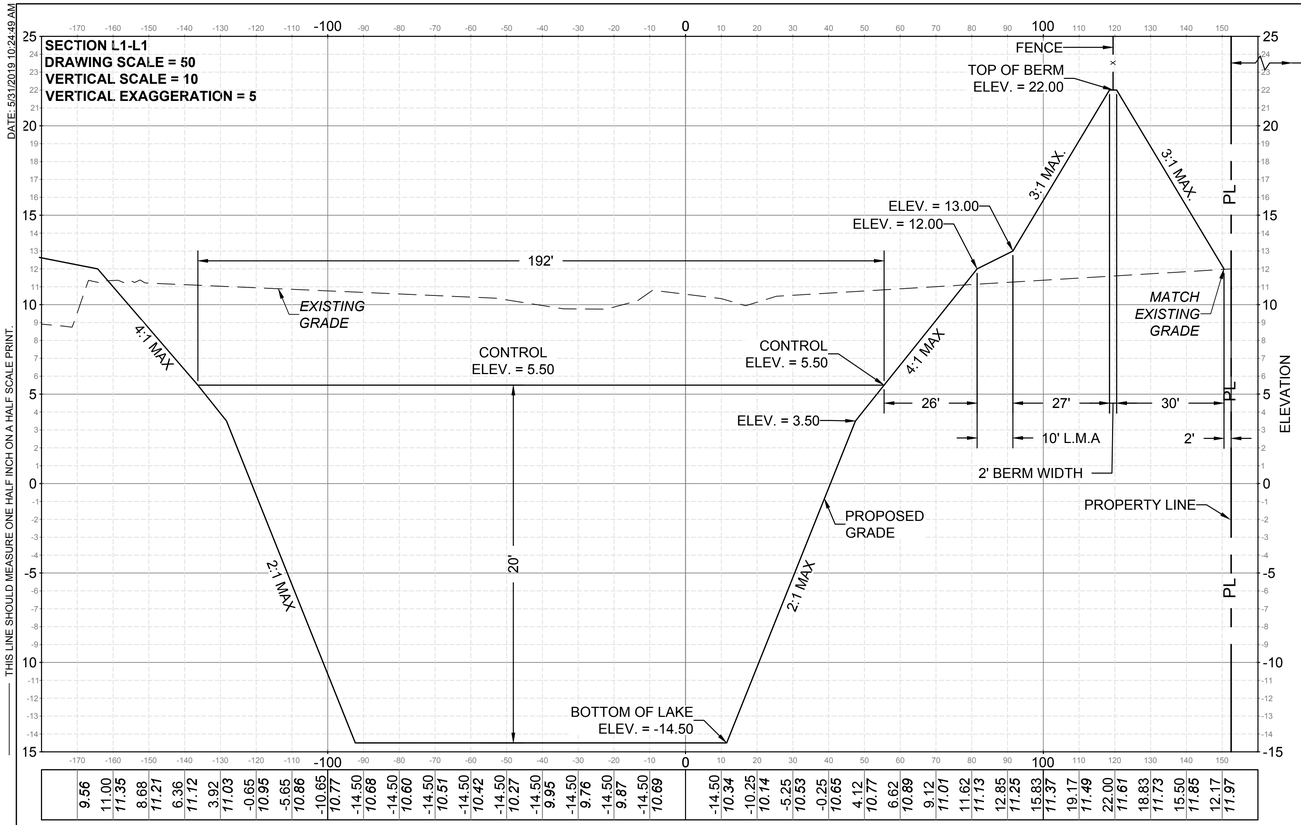
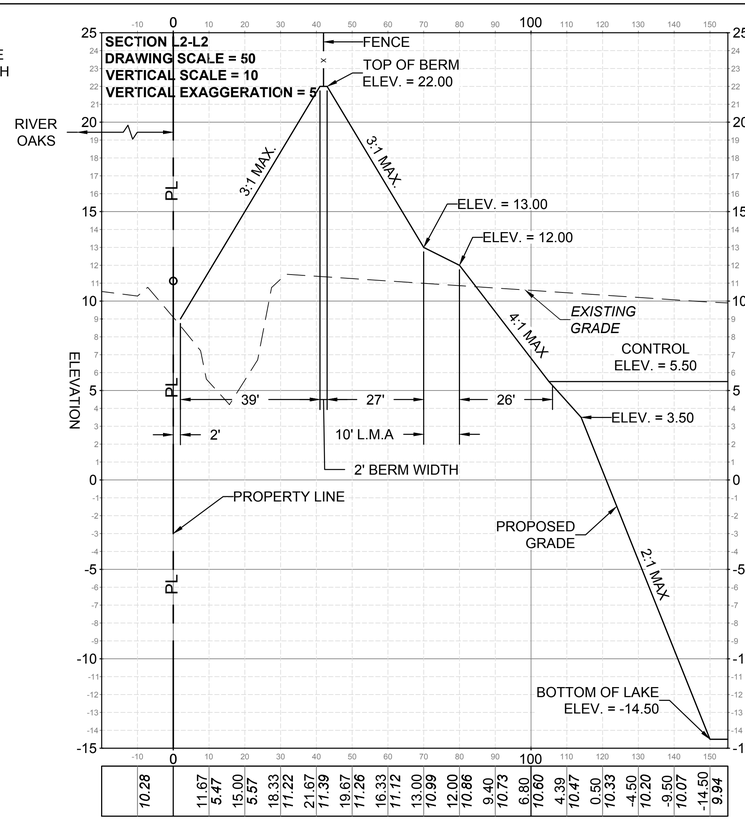
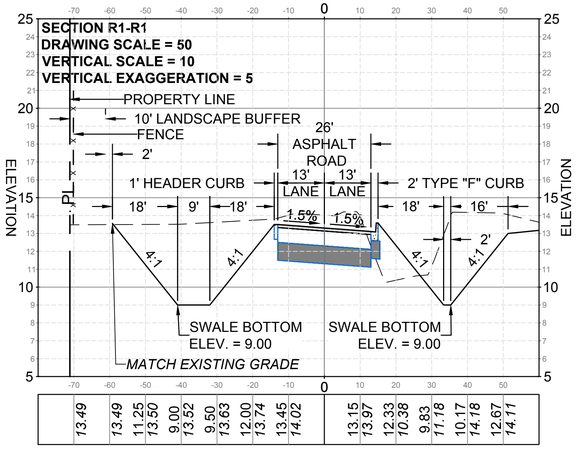
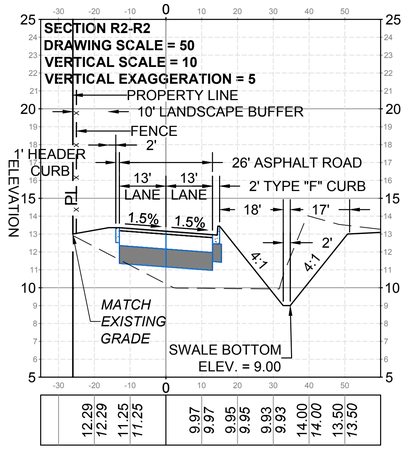




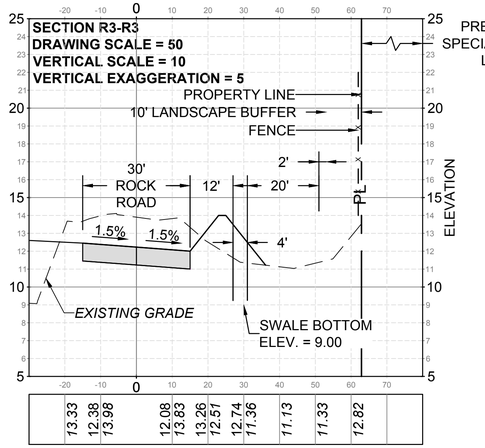
STATION 1+64.58



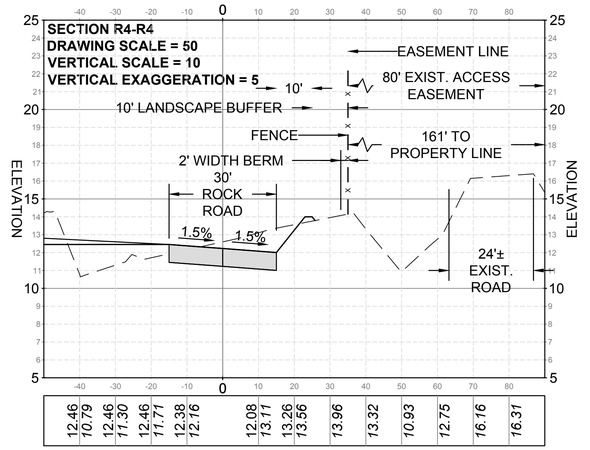
STATION 5+74.62



STATION 10+30.00



STATION 1+90.03



REV. No.	DATE	DESCRIPTION

SEAL

05/31/19
FL P.E. No. 38799
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JTR
Jonathan T. Ricketts, Inc.
Consulting Engineers • Construction Managers

LAT 27°23'35.64"N
LON 80°21'32.61"W

PROPOSED FACILITY FOR
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
SELVITZ ROAD, FORT PIERCE
ST. LUCIE COUNTY, FLORIDA

SECTIONS

PROJ. NO.: 1808
DRAWN BY: RC
SHEET:
C6.1

DATE: 5/31/2019 10:24:58 AM

THIS LINE SHOULD MEASURE ONE HALF INCH ON A HALF SCALE PRINT.

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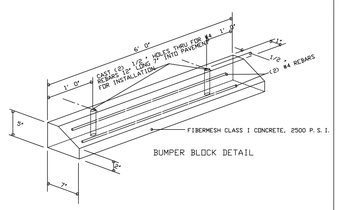


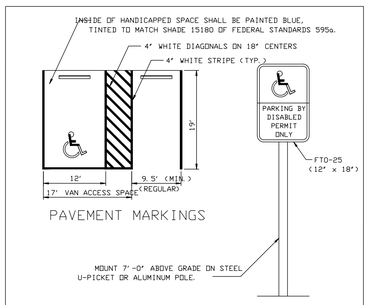
BUMPER BLOCK DETAIL

CITY OF FORT PIERCE ◆DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

BUMPER BLOCK DETAIL

REVISIONS
SHEET No. PL1

SCALE: N.T.S. | ISSUED AUGUST 1998



HANDICAPPED PARKING SIGN

NOTE:

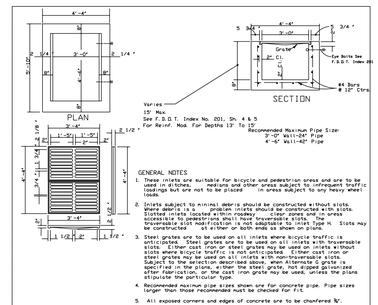
FOR PARKING REQUIREMENTS SEE FORT PIERCE CODE.

CITY OF FORT PIERCE ◆DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

HANDICAPPED AND REGULAR PARKING DETAIL

REVISIONS
SHEET No. PL2

SCALE: N.T.S. | ISSUED AUGUST 1998



GENERAL NOTES

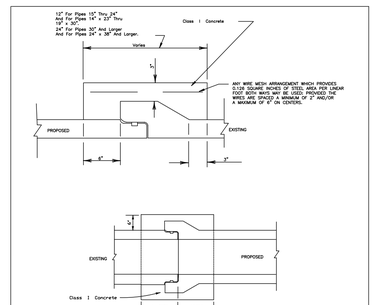
1. These inlets are suitable for bicycle and pedestrian areas and are to be used in sidewalks, medians and other areas not subject to traffic loadings but are not to be placed in areas subject to any heavy wheel loads.
2. Inlets subject to minimal debris should be constructed without slots. Where debris is expected, problem inlets should be constructed with slots. Inlets located in sidewalks, medians and other areas accessible to pedestrians shall have traversable slots. The traversable slot modification is not adaptable to inlet Type H. Slots may be constructed at either or both ends as shown on plans.
3. Steel grates are to be used on all inlets where bicycle traffic is expected. Steel grates may be used on inlets with non-traversable slots. Either cast iron or steel grates may be used on inlets without slots where bicycle traffic is not anticipated. Either cast iron or steel grates may be used on inlets with traversable slots. Subject to the selection described above, when alternate G grate is specified in the plans, either the steel grate, hot dipped galvanized after fabrication, or the cast iron grate may be used, unless the plans stipulate the particular type.
4. Pipe sizes and locations shown are for concrete pipe. Pipe sizes larger than those shown should not be checked for fit.
5. All exposed corners and edges of concrete are to be chamfered ¾".
6. Pavement to be used on inlets without slots and inlets with non-traversable slots only when called for in the plans. Not required on all traversable slot inlets. Cost to be included in contract unit price for inlets. Quantities shown are for information only.
7. Traversable slots constructed in existing inlets shall be paid for as "Inlet, Modify" and shall include the cost for slot openings, paving and any required replacement grates.
8. Sodding to be used on all inlets not located in paved areas and paid for under contract unit price for Sodding SY.
9. For supplementary details see F.D.O.T. Specifications Index No. 201.

CITY OF FORT PIERCE ◆DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPE "E" INLET

REVISIONS
SHEET No. DRA 8

SCALE: N.T.S. | ISSUED AUGUST 1998



(All Pipe Sizes)

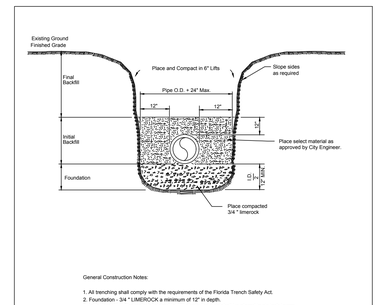
BELL AND SPIGOT

CITY OF FORT PIERCE ◆DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

BELL AND SPIGOT JOINT DETAIL

REVISIONS
SHEET No. DRA 1

SCALE: N.T.S. | ISSUED AUGUST 1998



General Construction Notes:

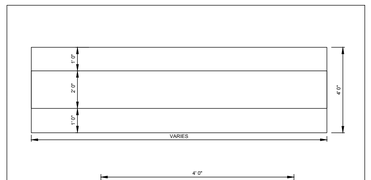
1. All trenching shall comply with the requirements of the Florida Trench Safety Act.
2. Foundation - 3/4 " LIMEROCK a minimum of 12" in depth
3. Initial backfill - The material placed to 12" above the pipe shall be placed in six inch layers and compacted with mechanical tampers to at least 95% maximum density as determined by AASHTO T-99.
4. Final Backfill - To be placed in layers not to exceed one foot in thickness and compacted with appropriate equipment to at least 95% maximum density as determined by AASHTO T-99

CITY OF FORT PIERCE ◆DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TRENCH DETAIL

REVISIONS
SHEET No. DRA 4

SCALE: N.T.S. | ISSUED AUGUST 1998



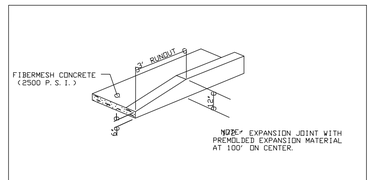
NOTE: CONCRETE SHALL BE 4" MIN. THICKNESS, 2500 PSI, WITH FIBERMESH REINFORCING. LENGTH OF FLUME TO BE DETERMINED IN THE FIELD BY THE CITY ENGINEER AND/OR HIS REPRESENTATIVE.

CITY OF FORT PIERCE ◆DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TYPICAL FLUME DETAIL

REVISIONS
SHEET No. DRA 21

SCALE: N.T.S. | ISSUED AUGUST 1998

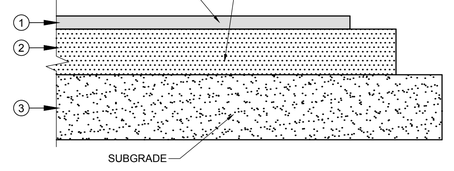


CITY OF FORT PIERCE ◆DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

TERMINAL CURB DETAIL WITH JOINT DETAILS

REVISIONS
SHEET No. CG4

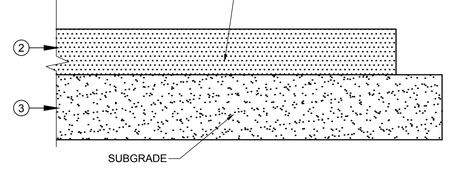
SCALE: N.T.S. | ISSUED AUGUST 1998



PROPOSED MEDIUM DUTY ASPHALT PAVEMENT SECTION 26' ACCESS ROAD

N.T.S

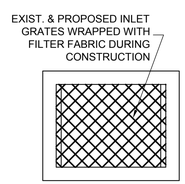
DRIVEWAY PAVEMENT SECTION				
	LAYER	MATERIAL 1	LBR/ FBV	MATERIAL THICKNESS
1	SURFACE	TYPE S	N/A	1.5"
2	BASE	CRUSHED CONCRETE	LBR=100	8"
3	SUBGRADE	COMPACTED	T-180	12"



PROPOSED SECTION FOR MATERIAL PROCESSING & STORAGE

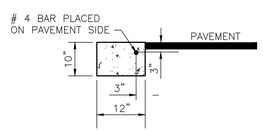
N.T.S

PAVEMENT SECTION				
	LAYER	MATERIAL 1	LBR/ FBV	MATERIAL THICKNESS
2	BASE	CRUSHED CONCRETE	LBR=100	10"
3	SUBGRADE	COMPACTED	T-180	12"



INLET PROTECTION

N.T.S.



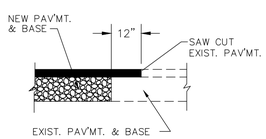
SECTION VIEW

NOTES:

1. Saw cut contraction joints on 10' centers max. within 48 hours after pouring curb.
2. All materials and construction shall be in accordance with FDOT Specifications Section 520 and FDOT Roadway & Traffic Design Standards index number 300.

FLUSH HEADER CURB

NTS



SAW CUT DETAIL

N.T.S.

REV. No.	DATE	DESCRIPTION

SEAL

05/31/19
FL P.E. No. 38799
JONATHAN T. RICKETTS

3450 Northlake Boulevard - Suite 200
Palm Beach Gardens, Florida 33403
Phone: (561) 630-8700
Toll Free: (866) 627-6777
Fax: (561) 625-2770
FL Certificate of Authorization: 6173
NC Certificate of Authorization: C-2761

JTR
Jonathan T. Rickets, Inc.
Consulting Engineers • Construction Managers

PROPOSED FACILITY FOR
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
SELVITZ ROAD, FORT PIERCE

LAT 27°23'35.64"N
LON 80°21'32.61"W
ST. LUCIE COUNTY, FLORIDA

PAVING GRADING & DRAINAGE DETAILS

PROJ. NO.: 1808
DRAWN BY: RC
SHEET:
C7.1

NOTES:

1) THE CONTR-CTOR SH-LL COMPLY WITH REQUIREMENTS OF THE FLORID- TRENCH SI-FETY -CT.
2) INITI-L B-CKFILL SH-LL BE H-ND PL-CED TO 12" -BOVE THE PIPE. B-CKFILL SH-LL BE MECH-NIC-LLY T-MPED TO - MINIMUM OF 100% OF M-X. DENSITY -S DETERMINED BY -SHTO METHOD T-99.

TYPIC-L TRENCH DET-IL
N.T.S.

TYPICAL TRENCH DETAILS	M-1
03-08 NOTES REVISIONS BY APPD.	W-TER/W-STEW-TER ENGINEERING
COMPUTER FILE # ARC_RET-A3_2008SQ.DWG	FT. PIERCE UTILITIES -UTHORITY
DRAWN BY: AM	N.T.S.
APPROVED: AC	DATE: 2019
	SHEET 1 OF 1

B-CKFILLING REQUIREMENTS
N.T.S.

NOTES:

1) IN CERT-IN SOIL CONDITIONS - FOUND-TION M-Y BE REQUIRED.
2) BEDDING IS REQUIRED PRIM-RILY TO BRING THE TRENCH BOTTOM UP TO GR-DE. BEDDING M-TER-LS SH-LL PROVIDE - UNIFORM -ND -SEDI-TE LONGITUDIN-L SUPPORT UNDER THE PIPE.
3) H-UNCHING M-TER-L SH-LL BE H-ND PL-CED TO THE SPRINGLINE OF THE PIPE. M-TERI-L SH-LL BE CONSOLID-TED UNDER THE PIPE -ND H-ND T-MPED TO PROVIDE -DEQU-TE SIDE SUPPORT.
4) INITI-L B-CKFILL M-TERI-L SH-LL BE H-ND PL-CED TO 12" -BOVE THE TOP OF PIPE. THE SOIL SH-LL BE COMPF-CTED TO 100% M-X. DENSITY.(-SHTO T-99)
5) B-CKFILL SH-LL BE COMPF-CTED TO 100% OF M-X. DENSITY -S PER -SHTO T-99, TO - POINT 30" BELOW PROPOSED PROFILE GR-DE OR EXISTING GR-DE. THE FIN-L 30" OF B-CKFILL SH-LL BE COMPF-CTED TO 95% OF M-X. DENSITY -S PER -SHTO T-180.
6) DENSITY TEST SH-LL BE PERFORMED -T -RE-S DETERMINED BY THE UTILITIES ENGINEER OR PERMIT -GENCY H-VING JURISDICTION, -T THE CONTR-CTOR'S EXPENSE.
7) CONTR-CTOR TO COMPLY WITH -LL FEDER-L, ST-TE -ND LOC-L TRENCH S-FETY REGUL-TIONS.

BACKFILLING REQUIREMENTS	M-2
03-08 NOTES REVISIONS BY APPD.	W-TER/W-STEW-TER ENGINEERING
COMPUTER FILE # ARC_RET-A3_2008SQ.DWG	FT. PIERCE UTILITIES -UTHORITY
DRAWN BY: AM	N.T.S.
APPROVED: AC	DATE: 2019
	SHEET 1 OF 1

MECHANICAL JOINT ANCHORING REQUIREMENTS
N.T.S.

MECHANICAL JOINT ANCHORING REQUIREMENTS	M-3
03-08 NOTES REVISIONS BY APPD.	W-TER/W-STEW-TER ENGINEERING
COMPUTER FILE # ARC_RET-A3_2008SQ.DWG	FT. PIERCE UTILITIES -UTHORITY
DRAWN BY: AM	N.T.S.
APPROVED: AC	DATE: 2019
	SHEET 1 OF 1

NOTE:

PLE-SE REFER TO FORT PIERCE UTILITIES ST-ND-RD SEP-R-TION ST-TEMENT FOR W-TER / SEWER CONFLICTS.

UTILITY CROSSING DET-IL
N.T.S.

UTILITY CROSSING DETAIL	M-5
03-08 NOTES REVISIONS BY APPD.	W-TER/W-STEW-TER ENGINEERING
COMPUTER FILE # ARC_RET-A3_2008SQ.DWG	FT. PIERCE UTILITIES -UTHORITY
DRAWN BY: AM	N.T.S.
APPROVED: AC	DATE: 2019
	SHEET 1 OF 1

NOTES:

1. BLUE REFLECTIVE PAVEMENT MARKER (RPM) FOR WATER VALVES AND GREEN RPM FOR WASTEWATER VALVES PAVEMENT EDGE.
2. FOR WATER AND WASTEWATER VALVES INSTALLED IN PAVED AREAS, ELIMINATE CONCRETE PAD AND ENCASE THE MAGNETIC WIRE IN 1/2" PVC INSIDE THE VALVE BOX SEVEN INCHES BELOW GRADE.
3. DIP MAY BE USED AS RISERS ONLY IF A VALVE BOX IS NOT MANUFACTURED FOR THAT DEPTH. NO PVC RISERS SHALL BE USED IN ANY CIRCUMSTANCES.

TYPICAL GATE VALVE & VALVE BOX DETAIL
N.T.S.

TYPICAL GATE VALVE & VALVE BOX SETAIL	M-6
2019 RPM PLACEMENT REVISION BY APPD.	W-TER/W-STEW-TER ENGINEERING
COMPUTER FILE # ARC_RET-A3_2008SQ.DWG	FT. PIERCE UTILITIES -UTHORITY
DRAWN BY: AC	N.T.S.
APPROVED: AC	DATE: 2019
	SHEET 1 OF 1

SECTION ---

NOTES

1) C-SING INSUL-TORS SH-LL BE M-DE WITH SPECI-L RUNNER HEIGHTS SO -S NOT TO INTERFERE WITH PIPE JOINTS.
2) -LL C-RRIER PIPES MUST H-VE MECH-NIC-LLY RESTR-INED JOINTS.
3) INSUL-TOR SP-CING SH-LL BE -S REQUIRED BY THE M-NUF-CTURER, HOWEVER, NO LESS TH-N THREE (3) C-SING INSUL-TORS SH-LL BE INST-LLED PER LENGTH OF PIPE.
4) C-SING LENGTH SH-LL EXTEND - MINIMUM OF 8 FEET BEYOND THE EDGE OF P-VEMENT OR CURBING.

J-CK & BORE DET-IL
N.T.S.

JACK & BORE DETAIL	M-7
03-08 NOTES REVISIONS BY APPD.	W-TER/W-STEW-TER ENGINEERING
COMPUTER FILE # ARC_RET-A3_2008SQ.DWG	FT. PIERCE UTILITIES -UTHORITY
DRAWN BY: AM	N.T.S.
APPROVED: AC	DATE: 2019
	SHEET 1 OF 1

NOTES:

1. L-NDSC-PING REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDIN-NCE. NO PL-NTS OR TREES WITHIN 18" -ROUND METER OR B-CKFLOW. NO SOLDER JOINTS.
2. -SSEMBLY TO BE 29" FROM FINISH GR-DE TO CENTERLINE OF THE FL-NGED 90° BEND.

W-TER METER/BACKFLOW PREVENTER -SSEMBLY
DOMESTIC SERVICE (COMMERCI-L)
(N.T.S.)

W-TER METER/B-CKFLOW PREVENTER -SSEMBLY DOMESTIC SERVICE (COMMERCI-L)	W-8
03-08 NOTES REVISIONS BY APPD.	W-TER/W-STEW-TER ENGINEERING
COMPUTER FILE # W-TER DET-A3_2008SQ.DWG	FT. PIERCE UTILITIES -UTHORITY
DRAWN BY: AC	N.T.S.
APPROVED: AC	DATE: 2019
	SHEET 1 OF 1

NOTES:

1) TRACE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER AND SHOWN IN STANDARD DETAILS.
2) INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
3) CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.

TRACE WIRE
(N.T.S.)

TRACE WIRE DETAIL	M-11
03-08 NOTES REVISIONS BY APPD.	W-TER/W-STEW-TER ENGINEERING
COMPUTER FILE # ARC_RET-A3_2008SQ.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: AM	N.T.S.
APPROVED: AC	DATE: 2019
	SHEET 1 OF 1

M-TERI-L UPGR-DE NOTES

M-TERI-L UPGR-DES -RE REQUIRED FOR UTILITY INST-LL-TIONS TH-T -RE IN CLOSE PROXIMITY TO S-LT W-TER (FOR EX-MPLE, HUTCHINSON ISL-ND, INDI-N RIVER FLOOD PL-IN -ND -RE-S E-ST OF U.S. HIGHW-Y 1) -ND -S DIRECTED BY FPU- W-TER/W-STEW-TER ENGINEERING DEP-RTMENT.

1) PIPE – -LL DUCTILE IRON PIPE SH-LL BE EPOXY CO-TED (EXTERIOR)
2) FITTINGS – -LL DUCTILE IRON FITTINGS SH-LL BE EPOXY CO-TED (EXTERIOR). PVC FITTINGS C-N -LSO BE USED. HOWEVER, PVC FITTINGS MUST BE EXTRUDED OR FORMED FITTINGS MEETING -LL -WW- REQUIREMENTS. NO F-BRIC-TED FITTINGS WILL BE -LLOWED. -LL NUTS -ND BOLTS SH-LL BE 316SS ONLY.
3) RESTR-INTS – -LL MECH-NIC-L JOINT RESTR-INTS SH-LL BE EPOXY CO-TED. -LL H-RDW-RE (RODS, NUTS, BOLTS, W-SHERS) SH-LL BE 316SS ONLY.
4) FIRE HYDR-NTS – -LL NUTS -ND BOLTS SH-LL BE 316SS ONLY.
5) V-LVES – -LL V-LVES SH-LL BE EPOXY CO-TED. -LL NUTS -ND BOLTS SH-LL BE 316SS. V-LVE STEM -ND 2-INCH OPER-TING NUT SH-LL BE C-ST BRONZE.
6) H-RDW-RE – 316 SS, -4-70 -ND -4-80 -RE -CCEPT-BLE NONMEVL-TURES SEEN ON F-STENERS
7) -LL OTHER M-TERI-LS SH-LL BE PROVIDED WITH M-NUF-CTURER'S ST-ND-RD UPGR-DES FOR USE IN CORROSIVE ENVIRONMENTS.

MATERIAL UPGRADE NOTES	M-13
2019 REVISION BY APPD.	W-TER/W-STEW-TER ENGINEERING
COMPUTER FILE # ARC_RET-A3_2008SQ.DWG	FT. PIERCE UTILITIES -UTHORITY
DRAWN BY: AC	N.T.S.
APPROVED: AC	DATE: 2019
	SHEET 1 OF 1

REV. No.	DATE	DESCRIPTION

SEAL

05/31/19
FL P.E. No. 38799
JONATHAN T. RICKETTS

3450 Northlake Boulevard - Suite 200
Palm Beach Gardens, Florida 33403
Phone: (561) 630-8700
Toll Free: (800) 226-6777
Fax: (561) 625-2770
FL Certificate of Authorization: 6173
NC Certificate of Authorization: C-2761

JTR
Jonathan T. Ricketts, Inc.
Consulting Engineers • Construction Managers

PROPOSED FACILITY FOR
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
SELVITZ ROAD, FORT PIERCE

LAT 27°23'35.64"N
LON 80°21'32.61"W
ST. LUCIE COUNTY, FLORIDA

WATER & WASTEWATER DETAILS

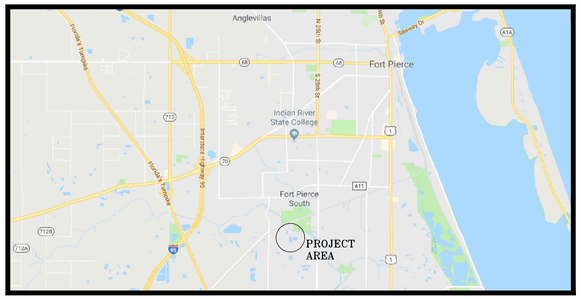
PROJ. NO.: 1808
DRAWN BY: RC
SHEET:
C8.1

DATE: 5/31/2019 10:25:06 AM

THIS LINE SHOULD MEASURE ONE HALF INCH ON A HALF SCALE PRINT.

FILE: R:\Projects\1808 Eakins\CAD\Plans\1808-C2-1-WATER & WASTEWATER DETAILS.dwg Thursday, May 30, 2019 6:44:59 PM

VICINITY MAP



SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF:

A PORTION OF THE NORTHWEST ½ & THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

(P.O.C.)
PURPORTED TO BE NW CORNER OF NE ¼ SECTION 32
FOUND 1" IRON PIPE
NO ID

N89°52'48"E 2617.17'

NORTHWEST CORNER OF SECTION 32
FOUND ½" IRC
ILLEGIBLE

FOUND 1" IRON PIPE
N89°40'23"E 77.77'

N85°15'54"E 689.14' (C)
N85°18'27"E 690.53' (D)

FOUND ½" IRC
LB 7551
1.2'W, 0.2'S

N85°15'54"E 2083.60'

NORTHEAST CORNER OF SECTION 32
FOUND N/D
LB 4286

BHT OF FLORIDA 4008 L.L.C.
(OR 4136, PG. 1437)
NOT A PART OF THIS PLAT

BHT OF FLORIDA 4008 L.L.C.
(OR 4131, PG. 1097)
NOT A PART OF THIS PLAT

RIVER OAKS
(PB. 54, PG. 31)
PREVIOUSLY PLATTED

FOUND ½" IRON ROD
DESTROYED, RESET LB 8158

S00°10'58"E (D)
S00°12'29"E
45.12'

N89°49'03"E (D)
N89°47'32"E 562.46'

N00°47'37"E (D)
N00°46'06"E
110.02'

FOUND ½" IRON ROD
0.3'E

N89°49'02"E 1626.43' (D)
N89°47'31"E 1625.60'

FOUND ½" IRC
LB 7551

S89°50'34"E 1102.75' (D)

(D)
r=90°00'00"
R=23.00'
L=36.52'

SITE CONTROL POINT (NW)
SET N/D
LB 8158
BENCHMARK
ELEV.=14.06'

(P.O.B.)
SET ½" IRC
LB 8158

S00°34'35"W (D)
S00°33'01"W (C)
85.76'

FOUND 4"x4" CM (PRM)
LB 7264
4.6'E, 5.8'N

S00°33'01"W 683.05' (C)
S00°34'35"W 683.26' (D)

FOUND 1" IRON PIPE
NO ID (HELD)

S87°54'16"W 1225.80' (D)
S87°39'53"W (P)
N87°32'11"E (C) 685.15'
N87°33'45"E (D)

FOUND ½" IRON ROD "GCY"
1.0'E, 0.1'N

FOUND 4"x4" CM (PRM)
LS 3333
4.5'E, 3.7'N

SITE CONTROL POINT (NE)
SET ½" IRC
LB 8158

ORB. 1252 PG. 1370

N00°49'02"E (D)
N00°47'31"E 436.26'

730.92'(D)
787.62'(D)

ACCESS EASEMENT PER ORB. 3962, PG. 1646 WIDTH VARIES

80.0'

SET ½" IRC
LB 8158

N00°49'02"E

S00°49'02"W

N00°56'43"E (D)
N00°55'12"E 288.36'

SITE CONTROL POINT (SW)
FOUND ½" IRC
LB 7645
+14.4'

FOUND 4"x4" CONCRETE MONUMENT
LS 3300

S89°56'27"E 85.01'(D)
85.00'

P.O.B. ACCESS EASEMENT

S89°56'27"E 956.45'

PRM EXISTING FOUND 4"x4" CONCRETE MONUMENT
LS 3300

SITE CONTROL POINT (M)
SET ½" IRC
LB 8158

SITE CONTROL POINT (SE)
SET ½" IRC
LB 8158

S01°07'49"W 745.21' (C)
S01°13'27"W 745.33' (D)

ST. LUCIE COUNTY SCHOOL BOARD
(OR 4131, PG. 1097)
NOT A PART OF THIS PLAT

FOUND 4"x4" CONCRETE MONUMENT
LS 3300

(BASIS OF BEARINGS)
N89°56'27"W 2869.36' (C)(P)
N89°54'55"W 2869.29' (D)

GRASS AREA
EDGE OF WATER (TYPICAL)
POND
APPROXIMATE TOP OF BANK (TYPICAL)
METAL BRIDGE
CANAL
MISC. AG. BUILDINGS
CONCRETE SLAB
4' WOOD & WIRE FENCE
4' BARBED WIRE FENCE (TYP)
6' CONCRETE WALL
CENTERLINE OF DRAINAGE DITCH
PRECAST SPECIALTIES (PB. 73, PG. 37) PREVIOUSLY PLATTED
RETAINING AREA

CERTIFICATION

THIS MAP REPRESENTS AN ACTUAL ON THE GROUND SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION. THIS MAP AND SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS MAP AND SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE AS CODIFIED IN CHAPTER 472, FLORIDA STATUTES, AND IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

P. CHAD MAXWELL, FLORIDA REGISTRATION #7070
PROFESSIONAL SURVEYOR AND MAPPER

SIGNATURE DATE

NOTES

1. THE EXPECTED USE OF THIS SURVEY AND MAP IS COMMERCIAL.
2. THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. ANY REVISIONS MADE TO THIS DOCUMENT OR ASSOCIATED REPORTS WITHOUT THE WRITTEN CONSENT OF THE UNDERSIGNED WILL VOID THE SEAL WHICH HAS BEEN PLACED HEREON.
4. NO ABSTRACT WAS MADE BY THE UNDERSIGNED TO VERIFY ACTUAL LEGAL OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER BURDENS ON THE SUBJECT PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT OR THEIR REPRESENTATIVE. DESCRIPTION SHOWN HEREON IS BASED ON INFORMATION PROVIDE AND RECORDED IN OFFICIAL RECORDS BOOK 4101, PAGE 373, ST. LUCIE COUNTY, FLORIDA.
5. SUBJECT PROPERTY CONTAINS 52.0 ACRES, MORE OR LESS (2,264,730.46 SQUARE FEET).
6. THE LAST DATE OF FIELD WORK WAS MAY 23, 2019.
7. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
8. THE SOUTH LINE OF THE SUBJECT PARCEL IS ASSUMED TO BEAR N89°56'27"W; ALL OTHER BEARINGS SHOWN ARE RELATIVE THERETO.
9. UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY.
10. IMPROVEMENTS, OTHER THAN THOSE SHOWN HEREON, WERE NOT LOCATED AS PART OF THIS SURVEY.
11. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
12. SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X", BASED ON FLOOD INSURANCE RATE MAP No. 12111C0188 J, DATED FEBRUARY 16, 2012.
13. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE RELATIVE TO BENCHMARK. THE PRIMARY BENCHMARK IS ST. LUCIE COUNTY BENCHMARK "FRANK", ELEVATION = 15.63'.
14. USED REFERENCE: BOUNDARY & TOPOGRAPHIC SURVEY PREPARED BY EXACTA COMMERCIAL SURVEYORS, INC., DATED 2/26/2018, AS PROVIDED BY CLIENT.

SYMBOLOGY

- ℄ CENTERLINE
- FH TELEPHONE UTILITY
- ▣ ELECTRIC BOX
- ⋈ VALVE
- Ⓢ SANITARY MANHOLE
- CONCRETE
- TV CABLE TV JUNCTION BOX
- AREA LIGHTING
- WM WATER METER
- 6' WOOD FENCE
- ASPHALT
- SIGN
- WOOD POWER POLE
- DIRT ROAD
- OVERHEAD UTILITY
- W WELL

ABBREVIATIONS

(C)	CALCULATED
(D)	DEED DATA
(M)	MEASURED
(P)	PLAT DATA
CH.B	CHORD BEARING
CH.D	CHORD DISTANCE
CM	CONCRETE MONUMENT
Δ	DELTA ANGLE
D.E.	DRAINAGE EASEMENT
FFE	FINISHED FLOOR ELEVATION
IRC	IRON ROD & CAP
L	ARC LENGTH
L.E.	LANDSCAPE EASEMENT
LB	LICENSED BUSINESS
N/D	NAIL AND DISK
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NR	NON RADIAL
ORB	OFFICIAL RECORDS BOOK
P.U.E.	PRIVATE UTILITY EASEMENT
PC	POINT OF CURVATURE
PG	PAGE
PI	POINT OF INTERSECTION
PLS	PROFESSIONAL LAND SURVEYOR
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POT	POINT OF TERMINUS
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R	RADIUS
R/W	RIGHT OF WAY

DATUM INFORMATION

ALL MEASUREMENTS SHOWN HEREON ARE IN ACCORDANCE WITH THE FOLLOWING DATUM, PROJECTION AND UNITS:

NORTH AMERICAN DATUM OF 1983 (2011 EPOCH)
NORTH AMERICAN VERTICAL DATUM OF 1988
FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE
U.S. SURVEY FEET

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE NE ¼ AND A PORTION OF THE NE ¼ OF THE NW ¼ OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE NE ¼ OF SAID SECTION 32; THENCE NORTH 85°18'27" EAST, ALONG THE NORTH LINE OF THE NW ¼ OF SAID SECTION 32, A DISTANCE OF 690.53 FEET; THENCE SOUTH 00°34'35" WEST, A DISTANCE OF 683.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°34'35" WEST, A DISTANCE OF 85.76 FEET; THENCE NORTH 87°33'45" EAST A DISTANCE OF 685.15 FEET; THENCE SOUTH 01°13'27" WEST, A DISTANCE OF 765.15 FEET; THENCE NORTH 89°54'55" WEST, A DISTANCE OF 2869.29 FEET; THENCE NORTH 00°56'43" EAST, A DISTANCE OF 289.36 FEET; THENCE NORTH 00°49'02" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 00°47'37" EAST, A DISTANCE OF 110.02 FEET; THENCE NORTH 89°49'03" EAST, A DISTANCE OF 562.46 FEET; THENCE SOUTH 00°10'58" EAST, A DISTANCE OF 45.12 FEET; THENCE NORTH 89°49'02" EAST, A DISTANCE OF 1626.43 FEET TO THE POINT OF BEGINNING.

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

SHEET 1 OF 1

REVISIONS

DATE	DESCRIPTION
5/30/2019	ADD TOPOGRAPHIC DATA, ETC.

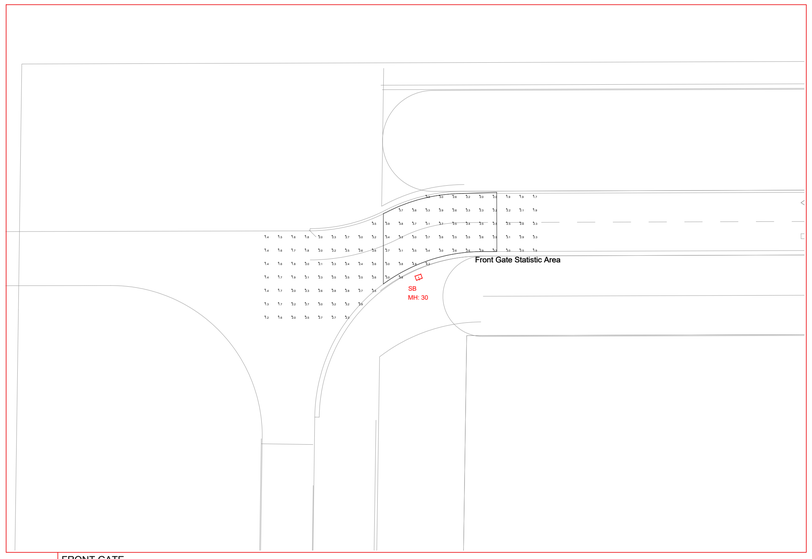
A BOUNDARY & TOPOGRAPHIC SURVEY FOR:
D.S.E. HOLDINGS, INC.
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FL 33431

ST. LUCIE COUNTY PARCEL ID: 3435-125-0001-000-8

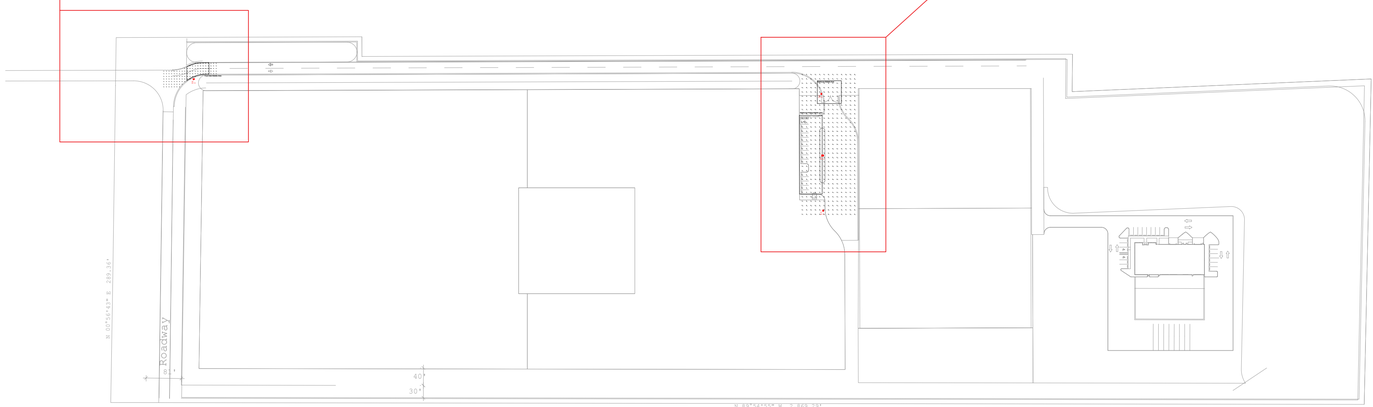
SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST
FORT PIERCE, FLORIDA, ST. LUCIE COUNTY

DATE	4/26/2019	CREATED BY	PCM
SCALE	1" = 100'	CHECKED BY	PCM
FILENAME	19000 EAKINS FP.DWG		

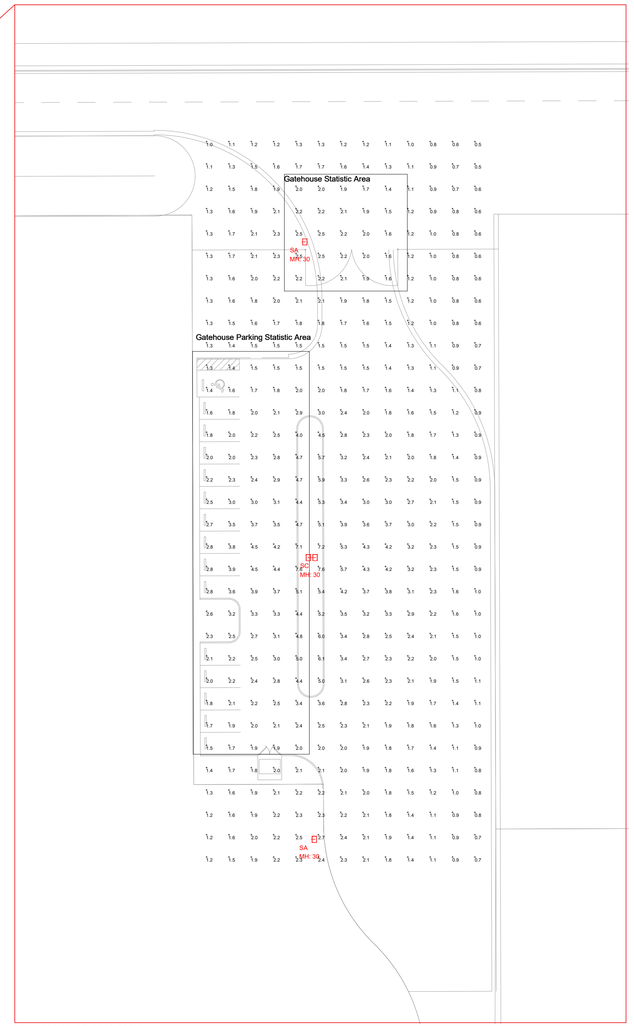
MAXWELL GEOSPATIAL, INC.
565 39th Court SW, Vero Beach, FL 32968
web: maxwellgeospatial.com, email: chad@maxwellgeospatial.com
P: (772) 925-1060, M: (337) 356-2643
Certificate of Authorization #LB8158



FRONT GATE
1/32"=1'-0"



SITE PROPERTY
NOT TO SCALE



GATEHOUSE & PARKING AREA
1/32"=1'-0"

FT PIERCE INDUSTRIAL

LIGHTING FIXTURE SCHEDULE

TYPE	DECRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMPS	WATTS	MOUNTING	DIMMING (If Req)	NOTES
SA	LED SITE HEAD	McGRAW-EDISON	GLEON-AF-06-LED-E1-5WQ-FINISH / MA1036-XX	UNV	LED	333W	30' CONCRETE POLE	N/A	NOTE 1
SB	LED SITE HEAD	McGRAW-EDISON	GLEON-AF-06-LED-E1-T4W-FINISH/ MA1036-XX	UNV	LED	333W	30' CONCRETE POLE	N/A	NOTE 1
SC	BACK-TO-BACK LED SITE HEAD	McGRAW-EDISON	2 x GLEON-AF-06-LED-E1-T4W-FINISH/ MA1037-XX	UNV	LED	666W	30' CONCRETE POLE	N/A	NOTE 1

FIXTURE SCHEDULE NOTES

NOTE 1: MOUNTED ON USI CONCRETE POLE 30' AFG # USI40TIII-11686

FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT RYAN HUFF @ LIGHTING DYNAMICS- 772-285-7169

Photometrics Calculation Software Generated Luminaire Schedule

Symbol	Qty	Label	Arrangement	Lum. Lumens	LLF	Lum. Watts	Description
	2	SA	SINGLE	37499	0.900	333	GLEON-AF-06-LED-E1-5WQ
	1	SB	SINGLE	35352	0.900	333	GLEON-AF-06-LED-E1-T4W
	1	SC	BACK-BACK	35352	0.900	333	GLEON-AF-06-LED-E1-T4W

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Front Gate	Illuminance	Fc	2.53	4.8	1.2	2.11	4.00
Parking Area	Illuminance	Fc	2.12	7.6	0.5	4.24	15.20
Front Gate Statistic Area	Illuminance	Fc	2.93	4.8	2.0	1.47	2.40
Gatehouse Parking Statistic Area	Illuminance	Fc	2.86	7.6	1.3	2.20	5.85
Gatehouse Statistic Area	Illuminance	Fc	2.02	2.5	1.4	1.44	1.79

LIGHTING DYNAMICS INCORPORATED

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions. This lighting pattern represents illumination levels calculated from laboratory data taken under controlled conditions utilizing current industry standard lamp ratings in accordance with Illuminating Engineering Society approved methods. Actual performance of any manufacturer's luminaire may vary due to variation in electrical voltage, tolerance in lamps and other variable field conditions.

NOTES:

No.	Revision/Issue	Date
2	REVISION	04/23/19
1	PHOTOMETRIC STUDY	03/27/19

LIGHTING DYNAMICS, INC.
7835 West Commercial Blvd.
Tamarac, FL 33351
(954) 944-0286
www.lightingdynamics.com

Project Name and Address

FT. PIERCE INDUSTRIAL SITE LIGHTING
Lighting Study: Site Revision
Ft. Pierce, FL

FILE P:\PROJECTS\2018\NOV
CLIENT 2GHO

Project: Ft. Pierce Industrial Site
Date: 04/23/19
Scale: 1/32" = 1'-0"
Sheet: L1
DRAWN BY: SR / RH

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4407927 OR BOOK 4104 PAGE 376, Recorded 03/05/2018 11:02:25 AM

Prepared By and Return To:
Steven K. Platzek, Esq.
Graner Platzek & Allison, P.A.
720 East Palmetto Park Road
Boca Raton, Florida 33432

ACCESS AND MAINTENACE AGREEMENT

This Access and Maintenance Agreement ("Agreement") entered into on this 2nd day of March, 2018, by and between BHT of Florida 4008, LLC, a Florida limited liability company (hereinafter "BHT"), with an address of 5081 SW 48th Street, Suite 103, Davie, FL 33314 and D.S.E. Holdings, Inc., a Florida corporation (hereinafter "Eakins"), with an address of 1481 Kinetic Road, West Palm Beach, FL 33403.

RECITALS

A. BHT owns a parcel of real property identified and set forth on Exhibit "A" ("Parcel A").

B. On this date, Eakins acquired from BHT a certain parcel of real property identified and set forth on Exhibit "B" ("Parcel B").

C. Parcel B is located adjacent to Parcel A.

D. A private road (hereinafter the "Roadway") was constructed on portions of Parcel A which is identified and set forth on Exhibit "C" ("Easement Parcel").

E. Part or all of the Easement Parcel is subject to those easements granted in the Easement Agreement dated October 25, 2004, and recorded December 15, 2004, in Official Record Book 2116, Page 2209, Public Records of Saint Lucie County, Florida; and the Access and Easement Agreement dated January 27, 2017, and recorded February 10, 2017, in Official Record Book 3962, Page 1646, Public Records of Saint Lucie County, Florida (collectively the "Existing Easements").

F. As part of the sale of Parcel B to Eakins, BHT agreed to provide for access and maintenance to Eakins over the Easement Parcel.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, BHT and Eakins agree as follows:

1. **RECITALS**. The above recitals are hereby ratified, adopted and incorporated herein.

2. **DECLARATION OF EASEMENTS**. BHT hereby grants to Eakins, his successors and assigns or its officers, directors, members, guests, employees, agents, contractors, subcontractors, vendors, customers and invitees, a perpetual but non-exclusive easement for pedestrian and vehicular traffic and the installation of utilities over and across the Easement Parcel to and from Parcel B.

3. **MAINTENANCE/REPAIR**. BHT shall have a perpetual obligation to maintain and repair the Easement Parcel. Notwithstanding the foregoing, BHT and Eakins agree that the cost and expense of any maintenance and repair of any portion of the Easement Area shall be shared proportionately by BHT and Eakins based on acreage. Should a party fail or refuse to perform any needed material maintenance or repairs within fifteen (15) days after the other party delivers written notice of the need for such maintenance or repairs, or if such maintenance or repairs are of a nature that they cannot be completed within such fifteen (15) day period and thereafter pursue such maintenance or repairs to completion, then Eakins have the right, but not the obligation, to perform such maintenance and repairs and it shall be entitled to recover the costs of such maintenance and repairs from the other party, together with interest thereon from the date advanced until paid in full at the rate of eighteen percent (18.00%) per annum.

Notwithstanding the foregoing, nothing herein shall affect or diminish the repair, maintenance and other obligations of the grantees and the grantees' successors and assigns under any existing easements, including, but not limited to the Easement Agreement dated October 25, 2004, and recorded December 15, 2004, in Official Record Book 2116, Page 2209, Public Records of Saint Lucie County, Florida; and the Access and Easement Agreement dated January 27, 2017, and recorded February 10, 2017, in Official Record Book 3962, Page 1646, Public Records of Saint Lucie County, Florida.

4. **NON-EXCLUSIVE GRANT**. Notwithstanding the grant of easement contained herein, such easement shall be non-exclusive and BHT retains all rights to utilize the Easement Parcel and grant additional easements as long as such use and easements do not impede, prohibit, deter, or any in way interfere with Eakins' use of the easement herein. If BHT grants additional parties similar ingress/egress rights over the Easement Parcel, the parties agree that such future grantees shall be legally bound to share in the maintenance and repair of access improvements such that all parties shall equally share in the costs thereof.

5. **AGREEMENT RUNS WITH THE LAND**. All terms and conditions of this Easement Agreement and all rights and burdens hereby created shall run with the lands to which they refer, and all rights granted hereunder shall be appurtenant to the interests of the parties hereto and the lands benefitted thereby. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives.

6. **ACCESS AVAILABILITY.** Neither BHT or Eakins nor any subsequent owner of any portion of the Easement Parcel granted herein shall construct, maintain or permit any

improvement or condition on any portion of the Easement Parcel which would impede pedestrian or vehicular traffic over, across or upon the easement granted herein.

7. **ATTORNEY'S FEES**. In connection with any litigation, including appellate proceedings, arising out of this Easement Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party.

8. **RECORDATION OF AGREEMENT**. This Easement Agreement shall be recorded in the Public Records of St. Lucie County, Florida.

signatures appear on the following pages

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

Printed Name: Kristin Albrecht

Printed Name: State Patrol
Steven Platzek

BHT OF FLORIDA 4008 LLC,
a Florida limited liability company,

By: BHT Manager, LLC,
a Florida limited liability company,
Its Manager

Name: Ariel Edry
Title: Manager

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me this 28th day of ~~March~~ February, 2018, by Ariel Edry, as Manager of BHT Manager, LLC, the Manager of **BHT OF FLORIDA 4008 LLC**, who is personally known to me or who has produced FL D/L as identification and who did take an oath.

KRISTIN ALBRECHT
MY COMMISSION # FF 243088
EXPIRES: June 22, 2019
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida

(Seal)

WITNESSES:

Christopher Kammerer

D.S.E. Holdings, Inc., a Florida corporation

By: D. Steven Eakins, Jr.

STATE OF FLORIDA)
) ss
COUNTY OF Palm Beach)

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day of March, 2018, by D. Steven Eakins, Jr. who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC, State of Florida
Commission # [illegible]225
Expires June 10, 2018
Bonded Thru Troy Fain [illegible] 395-7019

(Seal)

EXHIBIT "A" - PARCEL A

The land referred to herein below is situated in the County of St. Lucie, State of Florida, and is described as follows:

Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said Section 32; thence North 89 degrees 50'34" East along the North line of said Section 32, a distance of 343.65 feet to the Point of Beginning; thence continue North 89 degrees 50'34" East along said North line, a distance of 604.07 feet; thence South 00 degrees 47'49" West, a distance of 460.07 feet; thence North 89 degrees 52'58" East, a distance of 170.02 feet; thence South 00 degrees 47'37" West, a distance of 234.76 feet; thence South 89 degrees 50'34" West, parallel with, as measured at right angles to the North line of said Section 32, a distance of 1045.29 feet to the Easterly right-of-way line of Selvitz Road, said point being the beginning of a non-tangent curve, concave to the East having a radius of 1859.86 feet, the chord of which bears North 07 degrees 18'48" East; thence Northerly along the arc of said curve through a central angle of 00 degrees 35' 09", a distance of 19.02 feet; thence North 07 degrees 36'23" East, a distance of 41.51 feet; thence departing said Easterly right-of-way line North 89 degrees 50'34" East, parallel with, as measured at right angles to the North line of said Section 32, a distance of 576.52 feet; thence North 00 degrees 03'48" East, a distance of 235.93 feet; thence South 89 degrees 50'34" West, parallel with, as measured at right angles to the North line of said Section 32, a distance of 304.33 feet; thence North 00 degrees 04'06" East, a distance of 398.93 feet to the Point of Beginning.

AND

Being a parcel of land lying in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, recorded in Chancery No. 680-E, dated April 25, 1938; thence run South 89°36'15" East (assumed datum), a distance of 77.86 feet to the South 1/4 corner of Section 29, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run North 00°54'36" East, along the North-South 1/4 Section line, a distance of 527.49 feet, more or less, to the South shore of Ten Mile Creek; thence run Southeasterly, meandering the said South shore, to a point on the West line of a tract to Adams Ranch, Inc., as in Official Records Book 328, at Page 1222, of the public records of St. Lucie County, Florida; thence run South 01°09'02" West, a distance of 1185.88 feet, more or less, to a concrete monument; thence run North 88°07'52" East, a distance of 682.40 feet, to the East line of the Northwest 1/4 of the Northeast 1/ 4 of said Section 32, by said Chancery No. 680-E; thence run South 01°49'35" West, a distance of 594.97 feet, to an iron pipe in concrete at the Southeast corner of the said Northwest

1/4 of the Northeast 1/4 by said Chancery No. 680-E; thence run South 88°03'45" West, along the South line of said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E, a distance of 1350.98 feet, to the Southwest corner of the said Northwest 1/ 4 of the Northeast 1/4, by said Chancery 680-E; thence run North 00°25'20" East, along the West line of said Northwest 1/4 of the Northeast 1/4, by said Chancery No. 680-E, a distance of 1332.57 feet, to the POINT OF BEGINNING; all lying and being in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

AND

The Northeast 1/ 4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, lying and being in St. Lucie County, Florida.

AND

The East 230.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, and the West 170.00 feet of the East 400.00 feet of the North 460.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

EXHIBIT "B" - PARCEL B

The land referred to herein below is situated in the County of St. Lucie, State of Florida, and is described as follows:

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE NW 1/4 OF THE NE 1/4 AND A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE NE 1/4 OF SAID SECTION 32;

THENCE NORTH 85°18'27" EAST, ALONG THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 32, A DISTANCE OF 690.53 FEET;

THENCE SOUTH 00°34'35" WEST, A DISTANCE OF 683.26 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°34'35" WEST, A DISTANCE OF 85.76 FEET;

THENCE NORTH 87°33'45" EAST, A DISTANCE OF 685.15 FEET;

THENCE SOUTH 01°13'27" WEST, A DISTANCE OF 745.23 FEET;

THENCE NORTH 89°54'55" WEST, A DISTANCE OF 2,869.29 FEET;

THENCE NORTH 00°56'43" EAST, A DISTANCE OF 289.36 FEET;

THENCE NORTH 00°49'02" EAST, A DISTANCE OF 436.28 FEET;

THENCE NORTH 00°47'37" EAST, A DISTANCE OF 110.02 FET;

THENCE NORTH 89°49'03" EAST, A DISTANCE OF 562.46 FEET;

THENCE SOUTH 00°10'58" EAST, A DISTANCE OF 45.12 FEET;

THENCE NORTH 89°49'02" EAST, A DISTANCE OF 1,626.43 FEET TO THE POINT OF BEGINNING

Said lands situate, lying and being in St. Lucie County, Florida.

TOGETHER WITH an access easement as set forth in Access Easement from BHT of Florida 4008, LLC, a Florida limited liability company, to D.S.E. Holdings, Inc., a Florida corporation, recorded in Official Records Book ____, Page ____, of the public records of St. Lucie County, Florida.

EXHIBIT "C" - EASEMENT PARCEL

A parcel of land lying in Section 32, Township 35 South, Range 40 East, City of Fort Pierce, St. Lucie, County, Florida, described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 32; thence N00°03'46"E, along the West line of said NW 1/4, a distance of 53.50 feet; thence S89°56'27"E, departing said West line, a distance of 50.00 feet to the East right-of-way line of Selvitz Road and the North right-of-way line of North St. Lucie River Water Control District (NSLRWCD) Canal No. 101; thence continue S89°56'27"E, along said North right-of-way line of NSLRWCD Canal No. 101, a distance of 1223.12 feet to the West line of the Official Records Book 1814, Page 1541, of the Public Records of St. Lucie County, Florida; thence N00°49'02"E, departing said North right-of-way line of NSLRWCD Canal No. 101 and running along the West line of the said Official Records Book 1814, Page 1541, a distance of 801.18 feet; thence N51°03'36"W, 241.52 feet; thence N00°49'02"E, 235.44 feet; thence S89°56'27"E, along the North line of the said Official Records Book 1814, Page 1541, a distance of 80.01 feet to the POINT OF BEGINNING (the preceding four courses and distances being along the Northerly and Westerly limits of the proposed PRECAST SPECIALTIES Plat); thence N00°49'02"E, departing the North line of the said Official Records Book 1814, Page 1541 and being 80.00 feet East of and parallel to the East line of the Official Records Book 1252, Page 1370, of the Public Records of St. Lucie County, Florida, a distance of 703.92 feet, to the beginning of a curve concave to the Southwest having a radius of 23.00 feet; thence Northwesterly 36.52 feet along said curve through a central angle of 90°58'28"; thence S89°50'34"W, being along the North line of the said Official Records Book 1252, Page 1370, a distance of 1102.75 feet to the East right-of-way line of Selvitz Road and to the beginning of a curve concave to the Southeast having a radius of 1,859.86 feet; thence Northeasterly 19.31 feet along said curve through a central angle of 00°35'41" and having a radial bearing of S83°22'04"E; thence N07°13'38"E, continuing along the East right-of-way line of Selvitz Road, a distance of 41.18 feet; thence N89°50'34"E, leaving the East right-of-way line of Selvitz Road and being 60.00 feet North of and parallel to the North line of the said Official Records Book 1252, Page 1370, a distance of 1199.50 feet; thence S00°49'02"W, being 160.00 feet East of and parallel to the East line of the said Official Records Book 1252, Page 1370, a distance of 787.62 feet to the North line of the said Official Records Book 1814, Page 1541; thence N89°56'27"W, along the North line of the said Official Records Book 1814, Page 1541, a distance of 80.01 feet to the POINT OF BEGINNING (the preceding course and distance being along the Northerly limits of the proposed PRECAST SPECIALTIES Plat).

Jonathan T. Ricketts, Inc. 3450 Northlake Boulevard, #200, Palm Beach Gardens, FL 33403
Phone: (561) 630-6700 Fax: (561) 625-2770 Toll Free (877) 630-6777 FL CA Lic. #6173 NC Lic. #C-2761

DRAINAGE STATEMENT

Prepared for
DSE Holdings Ft. Pierce
Aggregate Recycling Facility
Selvitz Road
St. Lucie County , FL
Section 11, Township 43 South, Range 41 East

DSE Holdings Aggregate Recycling is a proposed project to be operated on a portion of the former Cargill property located east of Selvitz Road and west of South 25th Street. The property was previously used by Cargill as both a citrus nursery and processing facility.

The Cargill facility operated the plant under South Florida Water Management District's Permit No. 56-00334-S, issued in March in 1980. The staff report contained in the permit documents that the "applicant has operated a citrus processing plant at its present location for a number of years". The site has several documented outfall routes including due north directly into Ten Mile Creek, to the east and then through a pump station and later a gravity connection to Ten Mile Creek and to the south to the North St. Lucie River Water Control District's Canal 101.

The proposed DSE Holdings Aggregate Recycling facility is located on the middle and eastern portions of the existing permitted project and has a historical drainage connection to the east and then north to the St. Lucie River. The proposed facility will have a modern and substantial water management system. The water quality element of the system will provide 150% of the standard treatment required by rule. This will greatly improve the drainage water quality which leaves the site. The majority of the water quality treatment will be in dry detention/retention swales which will be located on the north and south boundaries of the site. A lake on the east end of the property will be constructed to detain the drainage during large rainfall events and a control structure will be used to limit the site's discharges to less than the historic rates.

The project will be designed to meet or exceed all the requirements from the City of Fort Pierce, the North St. Lucie River Water Control District, the South Florida Water Management District and the Environmental Protection Agency's National Pollution Discharge Elimination System (NDPES).

8-19-2019
Jonathan T. Ricketts
FL. P.E. License No. 38799
FL. CA. License No. 6173

D.S. EAKINS CONSTRUCTION CORPORATION

Dust Mitigation Plan

For

Ft. Pierce Industrial Aggregate Recycling Facility

OVERVIEW

DS Eakins (the company) proposes to build a recycling facility at Selvitz Road in Ft. Pierce, FL. The total operating area is approximately 32 acres. The site will include the following areas:

- Unprocessed Material Area (11.4 ac.) this where offsite hardened concrete will be dumped and stored.
- Finish Material Storage Area (14.4 ac.) this where finished processed aggregate will be stored.
- Processing Area (1.5 ac.) this is where the crushing, screening and segregating of material will commence.

OPERATIONS

Dump trucks will enter the facility and dump hardened concrete from demolition projects onto the Unprocessed Material Area. The hardened concrete will then be taken to the Processing Area for crushing and screening. The finished product will then be stockpiled within the Finish Material Storage Area. Customers will enter one of the User Areas where the loading of finished product will take place.

FUGITIVE DUST EMISSIONS POTENTIAL

There are several best management practices that can eliminate or significantly reduce fugitive emissions These include the use of spraying the work areas of the site to prevent any dust from being generated and the use of spray bars within the processing equipment to keep any dust created within the confines of the equipment. All of these methods are proposed to be used

AIR GENERAL PERMIT

The company has applied for and received an Air General Permit for the processing at this site. This permit is issued by the Florida Department of Environmental Protection.. The permit contains conditions that must be met to reduce emissions both visible and fugitive. One of the conditions states that the crusher must conduct an EPA Method 9 Visible Emissions Test on an annual basis. The process equipment had such a test on October 8, 2018 and was found to be "in compliance". The permit also states what measures must be taken to reduce or eliminate visible and/or fugitive emissions. The site does propose dust control methods during the plants operation.

DUST EMISSIONS REDUCTION ENHANCEMENTS

DS Eakins is committed to be a good neighbor and has put several enhancements to reduce dust emissions. These enhancements include both mechanical as well as operation plans that all employees, vendors and customers must adhere to.

MECHANICAL ENHANCEMENTS

- Vegetation Buffers – The site will be surrounded by trees and scrubs along the outer boundaries. This vegetation will be maintained and watered to ensure the survival of the plantings. The primary job of the vegetation is to provide a wind break to prevent dust from becoming airborne. The vegetation will also help in reducing sound as well as provide a visible barrier that can enhance the ascetic appeal of the facility.
- Most of the site will be surrounded by a dirt mound to prevent stormwater from leaving the facility. All stormwater is detained onsite. The site elevations are such that stormwater will migrate to the stormwater lake that is located at the east side of the property. The lake is approximately 5 acres in size.
- While most of the site will be ,open graded base there will be paved roadways that will be maintained and cleaned on a regular basis to prevent dust both onsite and traveling offsite at the entrance and exit of the facility
- A water truck will be onsite to periodically wet roadways and work areas to prevent dust from becoming airborne.
- Speed limits signs will be posted at roadways to enforce a 15 mph limit for all vehicles. Drivers failing to adhere to the speed limit may be banned from the facility.
- The crushing and screening machinery are equipped with spray bars to reduce dust when processing material.
- All roadways will be cleaned periodically to remove residual material to prevent dust becoming airborne.

OPERATIONAL ENHANCEMENTS

- Speed limits will be strictly enforced.
- During extreme dry conditions and high winds, operations will either cease or change until conditions become more favorable.
-
- The company will install TV cameras around the facility to best manage conditions and operations to prevent the accumulation of dust and debris.
- Employees will be trained on Best Management Practices and are expected to use the BMPs to reduce the amount of dust.

In conclusion, as mentioned earlier the company is committed to operating is such as way as to be a leader in dust control as well as recycling. They have operated 3 other facilities in Palm Beach County and have done so while successfully meeting the conditions for their air permits.

D.S. EAKINS
CONSTRUCTION CORPORATION

Operational Photos

Trucks Entering Site @ Ticket Booth

(Picking up ticket to get loaded or instructed where to unload)

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561)842-0009

D.S. EAKINS
CONSTRUCTION CORPORATION

Operational Photos

Mixer Trucks Unloading Excess Concrete @ Specified Area

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561)842-0009

D.S. EAKINS
CONSTRUCTION CORPORATION

Operational Photos

DSE truck unloading material picked up from mixer cleanout @ concrete plants

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561)842-0009

D.S. EAKINS
CONSTRUCTION CORPORATION

Operational Photos

Contractor unloading of concrete from project into stockpile

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561)842-0009

D.S. EAKINS
CONSTRUCTION CORPORATION

Operational Photos

Track Excavator processing large concrete and concrete with rebar

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561)842-0009

D.S. EAKINS
CONSTRUCTION CORPORATION

Operational Photos

Wheel Loader feeding screen to remove dirt from concrete

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561)842-0009

D.S. EAKINS
CONSTRUCTION CORPORATION

Operational Photos

Wheel Loader Feeding Processing Plant

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561)842-0009

D.S. EAKINS
CONSTRUCTION CORPORATION

Operational Photos

Plant processing concrete

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561)842-0009

D.S. EAKINS
CONSTRUCTION CORPORATION

Operational Photos

Additional Material Processing to Make Multiple Materials

(No. 4 Stone, No. 57 Stone, No. 89 Stone & Screenings)

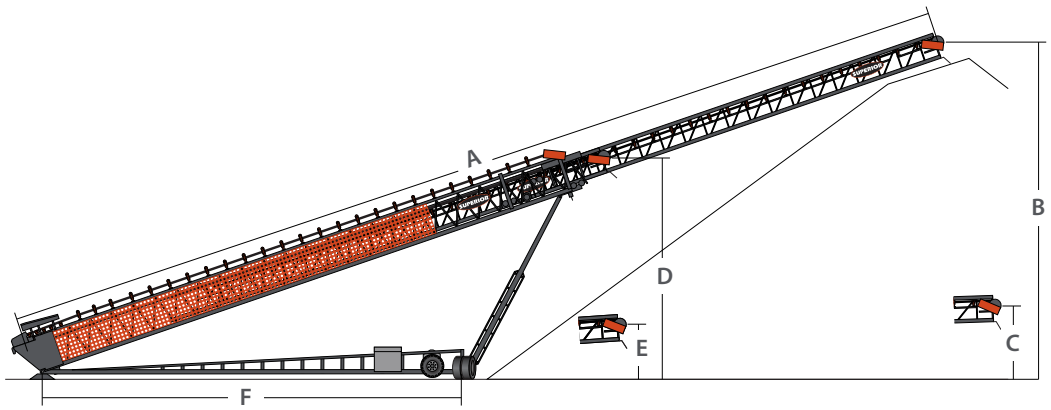
POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561)842-0009

D.S. EAKINS
CONSTRUCTION CORPORATION

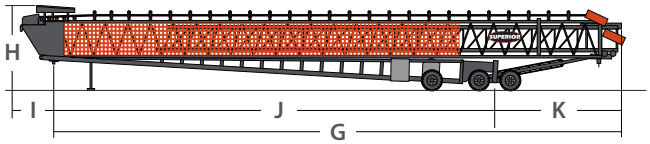
Operational Photos

Wheel Loader loading Dump Trucks with a finished product

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561)842-0009



XTP SWING AXLE (TSSA) SPECIFICATIONS				
OPERATING DIMENSIONS	130′	150′	170′	190′
(A) Conveyor Length (m)	130′-0″ (39.6)	150′-0″ (45.7)	170′-0″ (51.8)	190′-0″ (57.9)
(B) Highest Extended Discharge Height (m)	44′-4″ (13.5)	52′-6″ (16.0)	61′-0″ (18.5)	67′-8″ (20.5)
(C) Lowest Extended Discharge Height (m)	14′-2″ (6.0)	15′-10″ (6.0)	14′-11″ (4.5)	16′-1″ (5.0)
(D) Highest Retracted Discharge Height (m)	26′-5″ (8.0)	31′-3″ (9.5)	38′-6″ (11.0)	38′-7″ (11.0)
(E) Lowest Retracted Discharge Height (m)	9′-7″ (2.9)	10′-9″ (3.2)	10′-8″ (3.2)	10′-9″ (3.2)
(F) Anchor Pivot to Center of Axle (m)	48′-6″ (14.5)	56′-4″ (17.0)	73′-10″ (22.5)	73′-10″ (22.5)



XTP SWING AXLE (TSSA) SPECIFICATIONS				
TRAVEL DIMENSIONS	130′	150′	170′	190′
(G) Travel Length - Kingpin to Rear (m)	69′-9″ (21.2)	80′-0″ (24.3)	100 -0″ (30.5)	100′-1″ (30.5)
(H) Travel Height (m)	12′-7″ (3.8)	13′-9″ (4.2)	13 -9″ (4.2)	14 -0″ (4.2)
Travel Width (m)	11′-11″ (3.6)	11′-11″ (3.6)	11′-11″ (3.6)	11′-11″ (3.6)
(I) Kingpin to End of Tow Eye (m)	5′-10″ (1.7)	5′-11″ (1.8)	5′-11″ (1.8)	5′-11″ (1.8)
(J) Kingpin to Axle (m)	52′-3″ (15.9)	59′-9″ (18.2)	77′-3″ (23.5)	77′-3″ (23.5)
(K) Axle to Head Pulley (m)	17′-5″ (5.3)	20′-4″ (6.1)	22′-10″ (6.9)	22′-10″ (6.9)
Weight at Axle - 36″ Belt Width (kg)	37,500 (17,000)	38,000 (17,235)	46,000 (20,865)	47,000 (21,318)
Weight at Kingpin - 36″ Belt Width (kg)	13,600 (6,168)	18,550 (8,414)	20,865 (9,464)	22,500 (10,205)

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

EAKINS SELVITZ ROAD PROPERTY

Environmental Assessment

Prepared For:
DSE Holdings, Inc.

Prepared By:
EW Consultants, Inc.

November 2018

1000 SE Monterey Commons Boulevard, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

INTRODUCTION

This Environmental Assessment documents and summarizes natural resource features present on a 52 +/- acre property referred to as the Eakins Selvitz Road Property. The subject site is located east of Selvitz Road, west of South 25th Street, north of Devine Road, and south of Edwards Road. The site is bordered to the north by improved pasture and residential development, to the east by Ft. Pierce Central High School, to the south by a concrete precast plant, and to the west by a mixed use commercial/industrial center. The site falls within Section 32, Township 35 south, Range 40 east within the city of Ft. Pierce, St. Lucie County, Florida. A Location Map (Figure 1), USGS Quad Map (Figure 2), and Aerial Photo (Figure 3) depicting the parcel boundaries and the immediate surrounding area are provided in the Appendix.

The site is undeveloped, comprised of lands previously converted to citrus groves, which are no longer in operation, and has since been converted to improved pasture. A chronological review of historical aerial imagery indicates that the property has been in agricultural use for more than 25 years. The pattern of ditches and furrows as well as an area previously used as a reservoir for drainage and irrigation remain in place on the site. The primary vegetative cover is comprised of common non-native pasture grasses, ruderal weeds, and sparse native and non-native vegetation. Field reconnaissance conducted in November 2018 indicated that there are no wetlands or native upland habitats present on the subject property.

SOILS

A Custom Soil Resource Report for the subject property is provided in the Appendix. This report, prepared by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) provides complete descriptions of all soil types within the subject property along with acreage summaries and soil descriptions.

VEGETATIVE COMMUNITIES

The following is a summary of the land cover types and vegetative communities found on the subject site. Land cover and vegetative community classifications are mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCFCS) developed by the Florida Department of Transportation. Field reconnaissance and aerial imagery interpretation were employed in the mapping of the vegetative communities on the subject property. The vegetative community descriptions include discussions of potential wildlife habitat provided by the various resources present in those communities. Detailed observations and occurrences of wildlife are discussed in subsequent sections.

There were four different FLUCFCS classifications observed on the site which are described below. A land cover map of the observed vegetative community types is included as Figure 4 in the Appendix of this report. The land cover types observed on the property are described as follows:

211 – Improved Pasture –

This is the predominant land cover type on the property. Vegetation assemblages within this land cover type consist of short, herbaceous grasses and ruderal weeds with dominant species including bahia grass, smut grass, cogon grass, guinea grass, dog fennel, ragweed, shrubby false button weed, and Caesar weed. Scattered taller vegetation occurs mostly along the edges of the ditches and consists of Brazilian pepper, earleaf acacia, and cabbage palms which were observed most commonly as seedlings.

510 – Ditches –

A system of man-made linear surface waters built for the purpose of controlling the drainage and irrigation extends throughout the property. The ditches are approximately 10 to 15 feet wide and are generally un-vegetated with the exception of invasive nuisance and exotic species including cattails, Cuban bulrush, and Peruvian primrose willow, as well as scattered Carolina willow and patches of floating duckweed.

740 – Disturbed –

A portion of land extending along the western property boundary is classified as disturbed lands due to the absence of native habitat or alternative land use and dominance of exotic and invasive species. Vegetation includes Brazilian pepper, guinea grass, beggar ticks, castor bean, ragweed, jack-in-the-bush, and sandspur grass.

814 – Roads –

A portion of an access road and associated swale extends along the western portion of the property.

WILDLIFE

Observations for wildlife presence and signs of utilization were made during the November, 2018 field survey. Several common avian species were observed within the property and several others are likely to occur on a foraging or migratory basis. The following avian species were observed during site reconnaissance of the property: great blue heron, great egret, mourning dove, northern cardinal, boat tailed grackle, and northern mockingbird.

Signs of utilization by mammals were observed during the site reconnaissance including raccoons, marsh rabbits, feral hogs, and coyotes.

There were no gopher tortoises or potentially occupied gopher tortoise burrows found on the site. The land use, lack of natural habitat, and network of ditches on site makes the presence of this species unlikely.

Reptile observations include black racers, southern leopard frogs, and anoles.

Listed Species Inventory and Evaluation –

The survey methodologies used for determining the status of state and/or federally listed wildlife species occurrence on the site followed generally accepted protocols as specified in state and Federal guidance documents. The geographic range of the property and its associated habitats, vegetative cover types, and natural or disturbed status were the primary considerations in assessing potential occurrence of listed species.

Pedestrian and vehicular surveys were employed to assess the relative quality and wildlife utilization of the property. In addition, the protected species evaluations and survey methodologies have been, and will continue to be, addressed on a species-specific basis in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) protocols and techniques relative to the species under consideration.

The state and/or federally listed wildlife species with potential to occur on the subject site are summarized in the following table. Likelihood of occurrence has been indicated based on species-specific evaluations and best professional judgment and noted as either observed during site review or likelihood of occurrence as high, medium, or low.

Common Name	Scientific Name	Preferred Habitat	Occurrence*	Listed Status**
				State/Federal
American alligator	*Alligator mississippiensis*	Wetland and aquatic habitat	M	FT/SA
Bald Eagle	*Haliaeetus leucocephalus*	Nest in tall trees (usually pine) near coasts, rivers, lakes and wetlands	L	No longer listed Nest trees protected
Florida Burrowing Owl	*Athene cunicularia*	Sandhills, ruderal communities, dry prairies	M	ST/-
Eastern indigo snake	*Drymarchon corais couperi*	A diversity of upland/low land habitat	L	FT
Florida Sandhill Crane	*Grus canadensis pratensis*	Breed in emergent palustrine wetlands; forage in pastures/prairies	L	ST/-
Sherman's fox squirrel	*Sciurus niger shermanii*	Pine flatwoods, mixed oak forest	L	SSC/-
Gopher tortoise	*Gopherus polyphemus*	Sandhills, xeric oak scrub, sand pine scrub, scrubby flatwoods; agricultural lands	L	ST/-
Audubon's crested caracara	*Polyborus plancus audbonii*	Nest in cabbage palms, dry prairie and pastures	M	FT
Little Blue Heron	*Egretta caerulea*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	M	ST/-
Red-cockaded Woodpecker	*Picoides borealis*	Mature pine woodlands	L	FE
Roseate Spoonbill	*Ajaia ajaja*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	L	ST/-
Reddish egret	*Egretta rufescens*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	M	ST/-
Southeast American Kestrel	*Falco sparverius paulus*	Sandhill and open rangeland nest in cavities of dead trees and	M	ST/-

Common Name	Scientific Name	Preferred Habitat	Occurrence*	Listed Status**
		abandoned woodpecker nests		
Tricolored Heron	*Egretta tricolor*	Breeding: marshes, swamps, ponds, nest in shrubs and small trees	M	ST/-
Wood Stork	*Mycteria americana*	Estuarine or freshwater wetlands; nest in tops of trees in cypress or mangrove swamps	M	FT

[1] Observed transient
[2] Observed nesting and/or resident
[3] Observed utilization
*O= Observed; H= High probability; M= Medium probability; L= Low probability; **USFWS; 50 CFR 17.11-12; FFWCC: Chapter 68A-27.002-004 F.A.C.; FE = Federal Endangered; FT = Federal Threatened; FT/SA = Federal Threatened due to similarity of appearance; SSC = Species of Special Concern; ST = State Threatened;

The preferred nesting habitat for Florida sandhill cranes is native freshwater marsh habitat, which does not occur on the property. Although there is potential for sandhill cranes to frequent the site for foraging or in a transient nature, it is highly unlikely that sandhill cranes would nest on the site.

Bald eagles, while no longer listed, remain protected under the Bald and Golden Eagle Protection Act. No bald eagles were observed on site likely due to the absence of large open waterbodies for foraging and lack of mature pine trees for nesting. According to the FFWCC database the closest documented bald eagle nest is located approximately 1.5 miles northwest of the subject property.

The subject site is within the consultation area of the Audubon's crested caracara. Although the preferred habitat for crested caracara includes prairies with scattered cabbage palms, most cabbage palms found on the site are immature and too short to be suitable for caracara nesting. Use of the site by caracara for foraging and the potential of caracara nesting in the areas surrounding the site warrants further evaluation. No crested caracara were observed during the initial site review.

The wood stork is an endangered species that is considered likely to forage on site. The property does not provide suitable nesting habitat due to the absence of natural forested wetlands. The site is, however, within the 18.6-mile core forage area of wood stork rookeries as per USFWS, thus forage maintenance measures will be taken to support this species.

There is potential for several species of wading birds that are listed as State Threatened to utilize the site for foraging opportunities. These species include the little blue heron, reddish egret, roseate spoonbill, and tri-colored heron. Their occurrence would likely be limited to transient foraging as no evidence of nesting or habitat conducive to nesting was observed on the site.

The absence of pine flatwoods on the property and the current land use of the property does not provide habitat for gopher tortoises and associated commensal species. The gopher tortoise is listed as a threatened species by the FFWCC. Any gopher tortoises that may occur on the site in proposed development areas will be relocated to avoid impacts from development activity. As survey results are only valid for 90 days, a follow-up survey will be required prior to any land development activity.

A listed reptile species that was not observed but has some potential to occur on the site is the threatened eastern indigo snake. The eastern indigo snake ranges widely over a diversity of upland and wetland habitats, and is known to occur in the region. Nevertheless, the absence of xeric habitats or of a significant gopher tortoise population on site is such that indigo snakes are less likely to occur on the subject property. Standardized and specific construction awareness and notification procedures will be implemented for the protection of this species during site development.

WETLANDS

This preliminary evaluation did not identify any areas that would be considered jurisdictional wetlands under State or Federal criteria. However, final regulatory decisions as to the presence or absence of jurisdictional wetlands is determined by the relevant state (South Florida Water Management District) and Federal (US Army Corps of Engineers) agencies. The existing ditches on the site will be considered "other surface waters" in accordance with South Florida Water Management District rules and will be considered "non-wetland waters of the U.S." by the U.S. Army Corps of Engineers.

APPENDIX

LEGEND

- SITE (52.0+/- AC)

0 2,000 Feet

N

EAKINS - FORT PIERCE
LOCATION MAP

EW CONSULTANTS, INC.

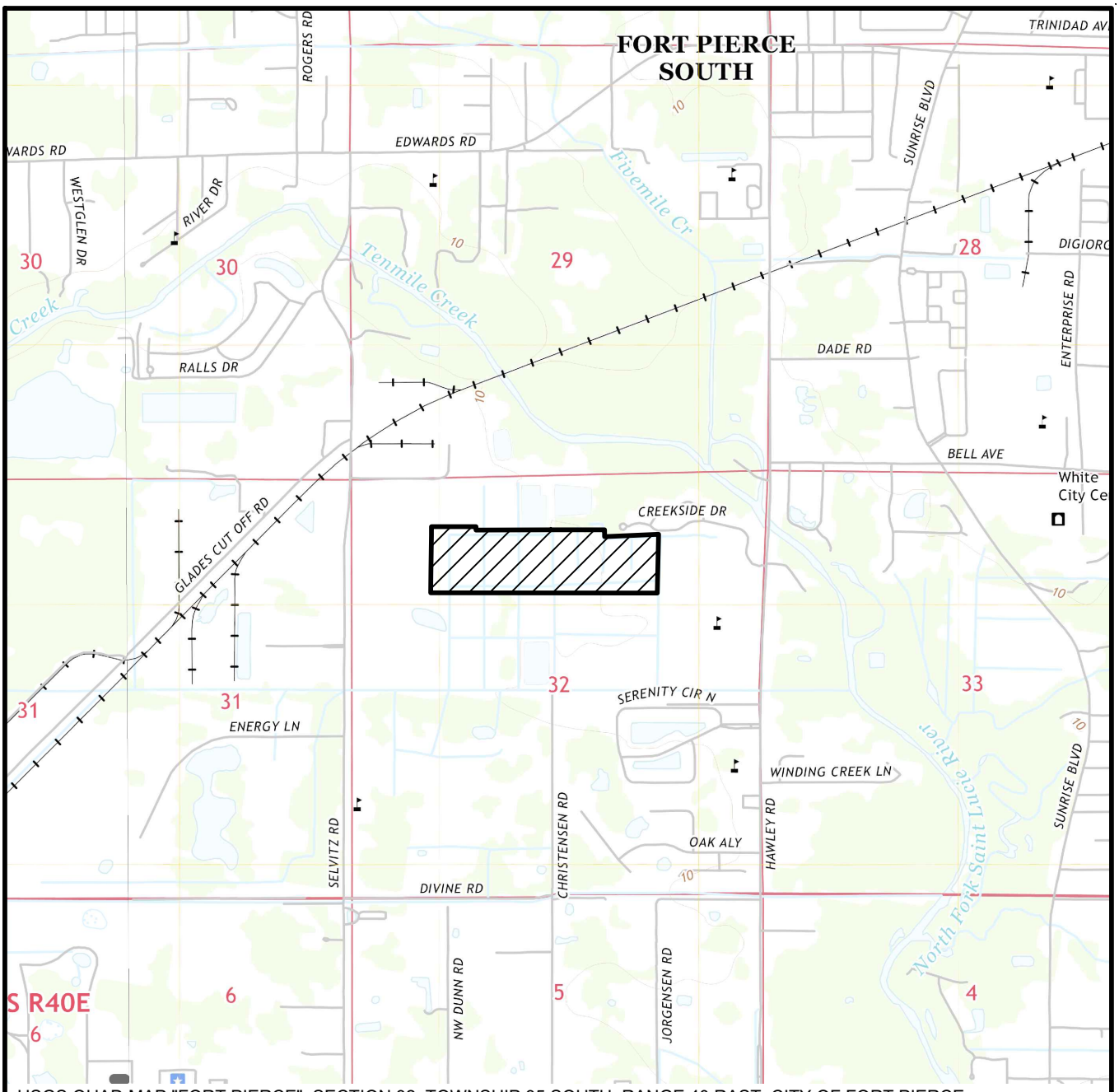
EW Consultants, Inc.

1000 SE Monterey Commons Boulevard, Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

NOV 2018

FIGURE

1



USGS QUAD MAP "FORT PIERCE", SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 RAST, CITY OF FORT PIERCE, ST LUCIE COUNTY, FLORIDA, LATITUDE 27°23'36" LONGITUDE -80°21'32"

LEGEND

▨ - SITE (52.0± AC)

0 2000

SCALE IN FEET

EAKINS - FORT PIERCE QUAD

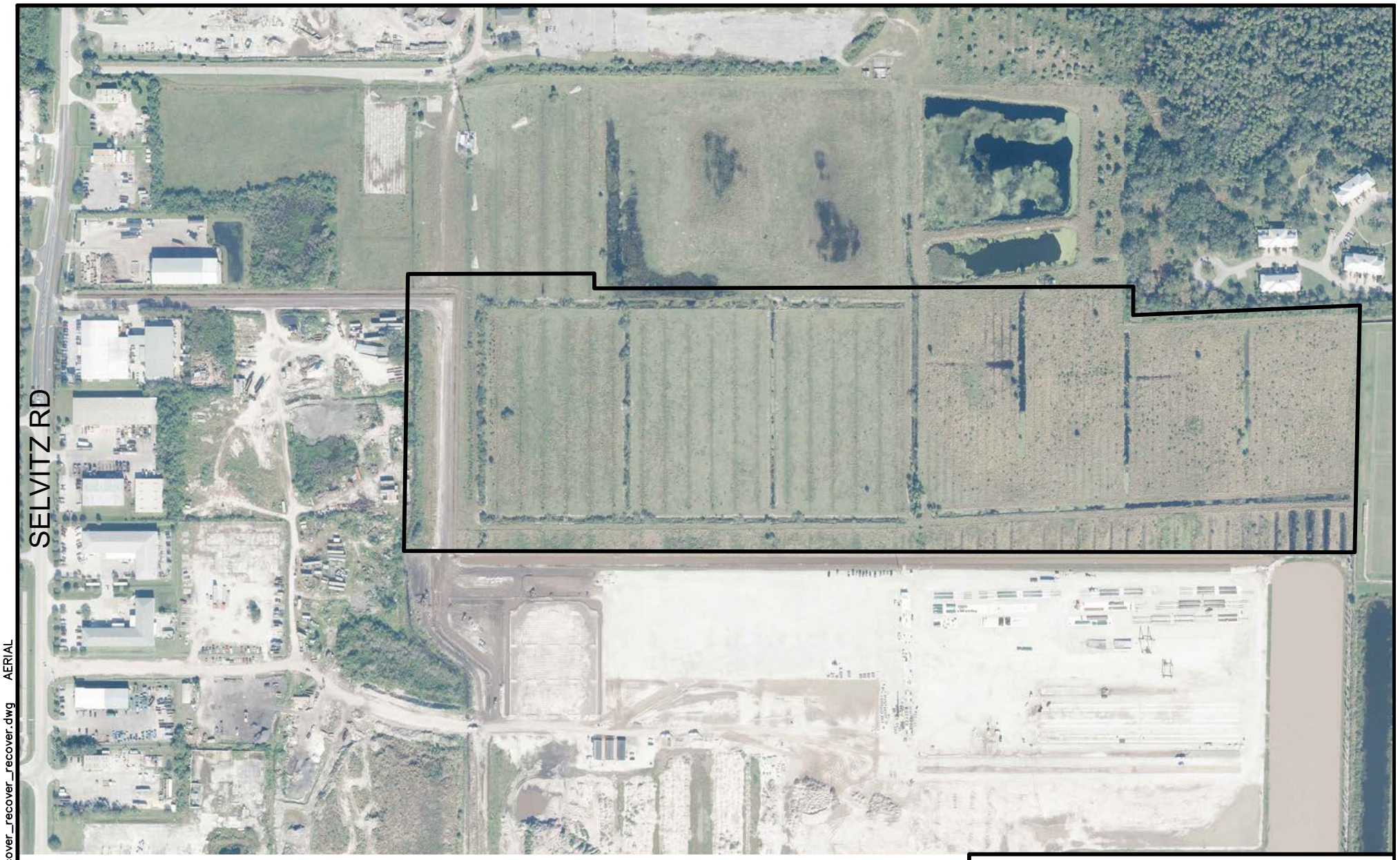
EW CONSULTANTS, INC.

1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

NOV 2018

FIGURE 2

EAKINS – FT.PIERCE_recover_recover_recover.dwg QUAD



FDOT AERIAL DATED 2018

0 400

SCALE IN FEET

EAKINS - FORT PIERCE AERIAL

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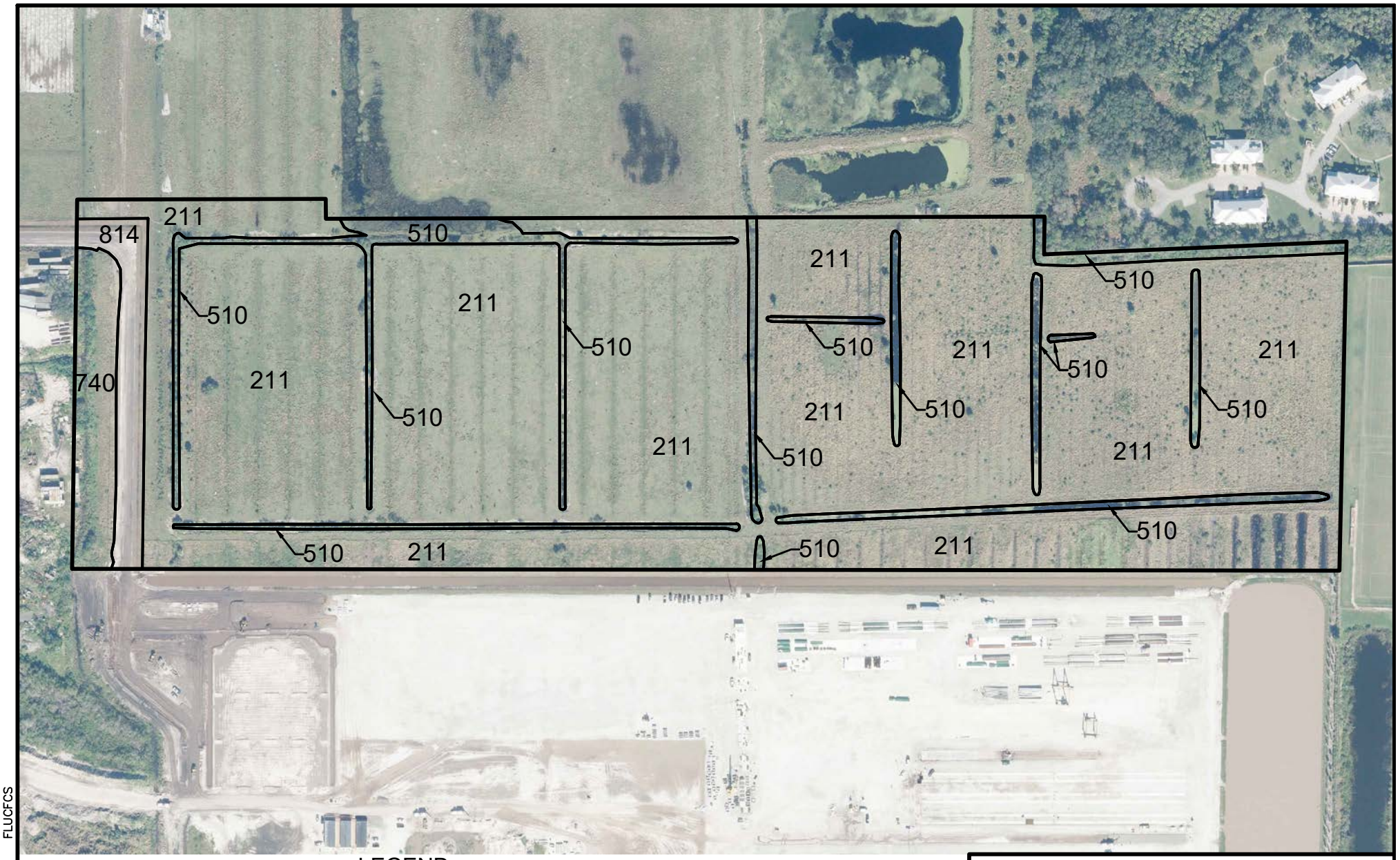
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL. 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

NOV 2018

FIGURE 3

EAKINS – FT.PIERCE_recover_recover_recover.dwg AERIAL



FDOT AERIAL DATED 2018

LEGEND

211 - IMPROVED PASTURES (45.5± AC)
510 - DITCHES (3.6± AC)
740 - DISTURBED LANDS (1.6± AC)
814 - ROADS (1.3± AC)
TOTAL SITE (52.0± AC)

0 300
SCALE IN FEET

EAKINS - FORT PIERCE FLUCFCS

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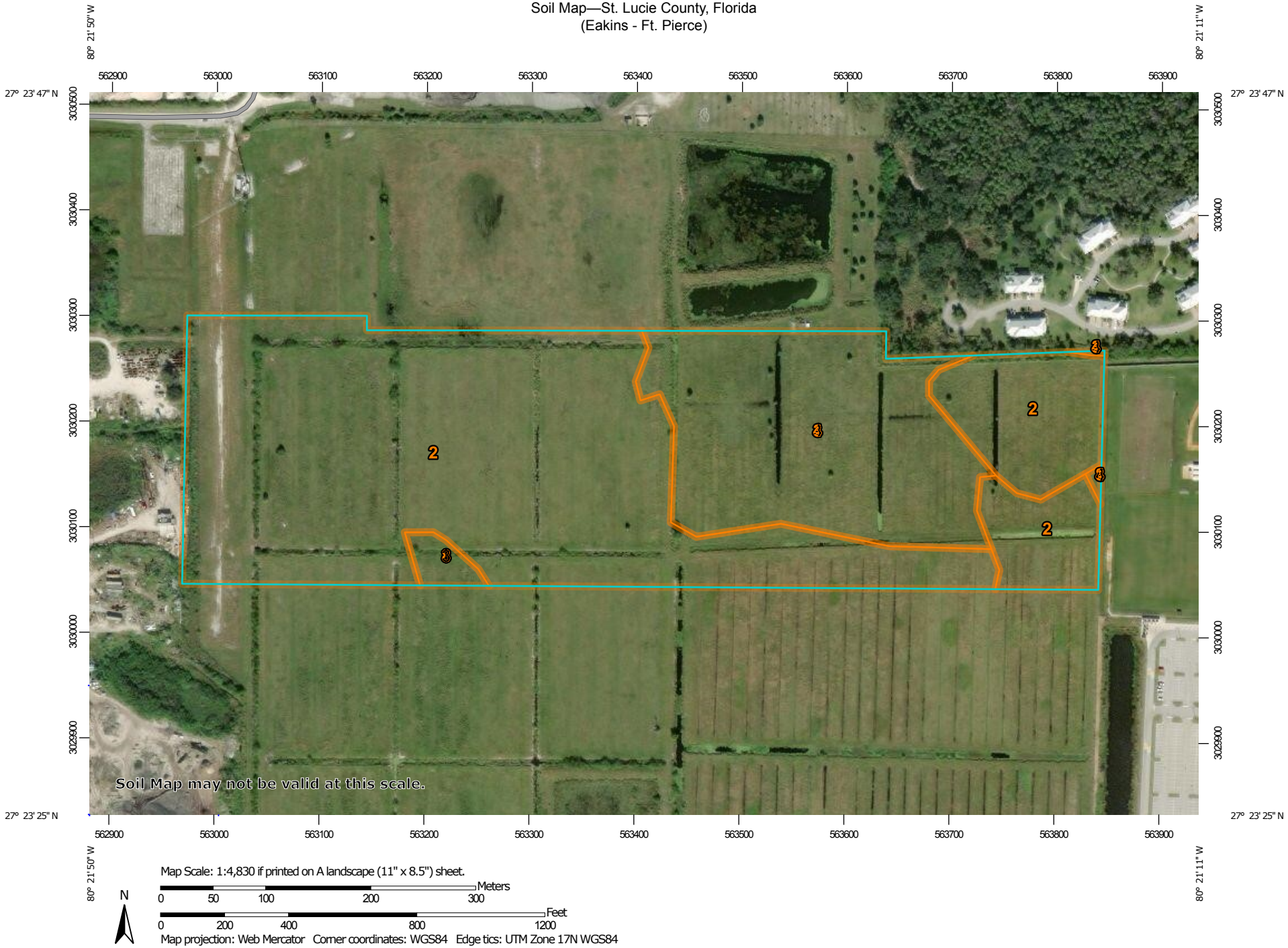
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL. 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

NOV 2018
FIGURE
4

EAKINS – FT.PIERCE.dwg FLUCFCS

Soil Map—St. Lucie County, Florida
(Eakins - Ft. Pierce)



Map Scale: 1:4,830 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 50 100 200 300

Feet
0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 11, Sep 17, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Dec 15, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Ankona and Farmton sands	35.2	67.8%
26	Oldsmar sand, depressional	2.6	4.9%
38	Riviera fine sand, 0 to 2 percent slopes	0.6	1.2%
43	Susanna and Wauchula sands	13.5	26.0%
48	Wabasso sand, 0 to 2 percent slopes	0.1	0.1%
Totals for Area of Interest		**52.0**	**100.0%**

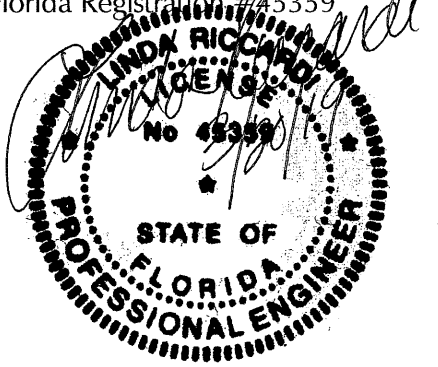
FT. PIERCE AGGREGATE RECYCLING FACILITY
TRAFFIC IMPACT ANALYSIS

Prepared for

D.S. EAKINS CONSTRUCTION CORP.

PINDER TROUTMAN CONSULTING, INC.
Certificate of Authorization Number: 7989
2005 Vista Parkway, Suite 111
West Palm Beach, FL 33411
(561) 296-9698

Linda Riccardi, P.E.
Florida Registration #45359



#PTC18-090
November 26, 2018
Revised March 20, 2019

FT. PIERCE AGGREGATE RECYCLING FACILITY
TRAFFIC IMPACT ANALYSIS

Introduction

Pinder Troutman Consulting, Inc. (PTC) has been retained to conduct a traffic impact analysis for a proposed aggregate recycling facility project located in the City of Ft. Pierce. It is proposed to develop a 52 acre aggregate recycling facility. The purpose of this study is to examine the traffic impacts of the proposed development on the surrounding roadway network and to determine compliance with Chapter V – Adequate Public Facilities, of the St. Lucie County Land Development Code.

Site Data

The site is located on the east side of Selvitz Road, south of Glades Cut-Off Road, as shown on Exhibit 1. Proposed access to the site is via one driveway connection to Selvitz Road. The site operations involve trucks delivering excess or unused concrete, fill and asphalt materials to the site. The recycling plant will process the materials and store the products onsite. Trucks will enter the site to collect the processed aggregate materials and remove them from the site to use as a source of construction materials. The recycling plant will have up to nine employees. The site also includes 5 acres of outdoor storage yards for contractor storage and a 15,491 SF warehouse. Issues related to driveway location, turn lanes and geometrics would be addressed during final design. Any reference to intersection geometrics is conceptual in nature and subject to final design and approval by others. A buildout year of 2022 is proposed.

Existing Traffic Conditions

The latest available daily and peak hour traffic volumes and adopted level of service volumes for the surrounding roadway network were used. The source of the traffic count data for the links is the St. Lucie Transportation Planning Organization (TPO) which is provided in Appendix B. The source of the historic traffic data utilized in growth rate analyses is the TPO "Traffic Counts and Level of Service Report, Fall 2017", which is also provided in Appendix B.

Roadway Improvements

The Transportation Improvement Program from the St. Lucie TPO was reviewed to determine if any roadways within the study area are scheduled to be improved. Midway Road from 25th Street to US 1 is currently under construction for widening to four lanes.

Trip Generation

The Institute of Transportation Engineers (ITE), Trip Generation, *10th Edition* was reviewed to determine an appropriate trip generation rate for the warehouse use and the proposed recycling facility. The warehouse trip generation rate was obtained from the ITE Trip Generation, *10th Edition*. Since there was no ITE Trip Generation, *10th Edition* rate available for a recycling facility, a traffic count at an existing concrete recycling facility owned by the applicant was conducted in October-November 2018. The existing facility is located on Benoist Farms Road, south of Belvedere Road, in Palm Beach County. The proposed recycling facility is expected to operate at the same capacities and vehicular volumes as the existing facility, in terms of truck traffic. Future hours of operation of the recycling facility and site characteristics have been provided by the applicant in Appendix A. The truck count data is provided in Exhibit 2A and in Appendix A. Exhibit 2B provides the daily, AM and PM peak hour trip generation data for the proposed development. Based on the net external daily trip generation of 384 and the St. Lucie County TPO standards, a one-half mile Radius of Area of Influence was utilized.

Trip Distribution and Assignment

A directional distribution was developed based on a review of land use patterns, approved traffic studies in the area and existing travel patterns. The project traffic distribution is shown on Exhibit 3A. Exhibits 3B and 3C show the assignment of AM and PM peak hour project traffic on the surrounding roadway network, as well as the project's impact percentage (% of peak hour directional service volume) to determine project significance. Project traffic is considered to be significant on the directly accessed Major Road where Project traffic consumes one percent or more of the directional capacity, and on any other Major Road within one-half mile where Project traffic consumes five percent or more of the directional capacity.

Committed Trips

Committed development traffic from projects located within the one-half mile radius must be included in the projection of future traffic volumes. Information on committed projects was obtained from St. Lucie County. The City of Fort Pierce also provided information on approved projects within the one-half mile radius. Committed development data from the following projects are included in Appendix C:

Ft. Pierce Precast Concrete Plant	Redhawk Rebar Manufacturing	Becker Parcel

Historic Growth

Historic growth trends must be analyzed in the projection of future background traffic volumes. Historic growth data for a three-year period is shown on Exhibit 4A for the surrounding roadway links. Exhibit 4B provides a nine-year growth comparison for use in the intersection analyses to coincide with the intersection count year for Midway Road and Selvitz Road. The average of the three-year historical growth rates for the legs of the intersection was used in the intersection analyses to account for background growth to year 2022.

Intersection Analysis

Intersection capacity analyses are required for the major intersections within a significantly impacted roadway segment. The intersections of Midway Road with Selvitz Road and Edwards Road with Selvitz Road were analyzed using Highway Capacity Manual procedures. Recent turning movement counts for the intersection of Midway Road with Selvitz Road were unavailable, and the intersection was recently under construction. Therefore, the latest available counts were used and are included in Appendix D. Projected background traffic was calculated based on a combination of nine-year and three-year growth rates for the intersection of Midway Road and Selvitz Road. A peak hour turning movement count dated August 24, 2016 was adjusted to peak season and used for the intersection of Edwards Road and Selvitz Road. The average of the three-year historical growth rate for each leg of the intersection was utilized for projected background traffic for the intersection of Edwards Road and Selvitz Road. The traffic counts, volume development sheets, signal timing, and capacity analyses for the intersections are provided in Appendix D. The signal timing for both of the

intersections was optimized based on projected turning movements. The results are summarized on Exhibit 5. Both intersections are projected to operate at the adopted level of service standards.

Roadway Link Capacity Analysis

Exhibit 6 provides future peak hour traffic projections for the significantly impacted roadway links. The total traffic consists of existing traffic plus the highest of historic growth or Committed Development and 1% growth, whichever is greatest, plus Project traffic. The roadway links are projected to operate at the adopted peak hour level of service standards.

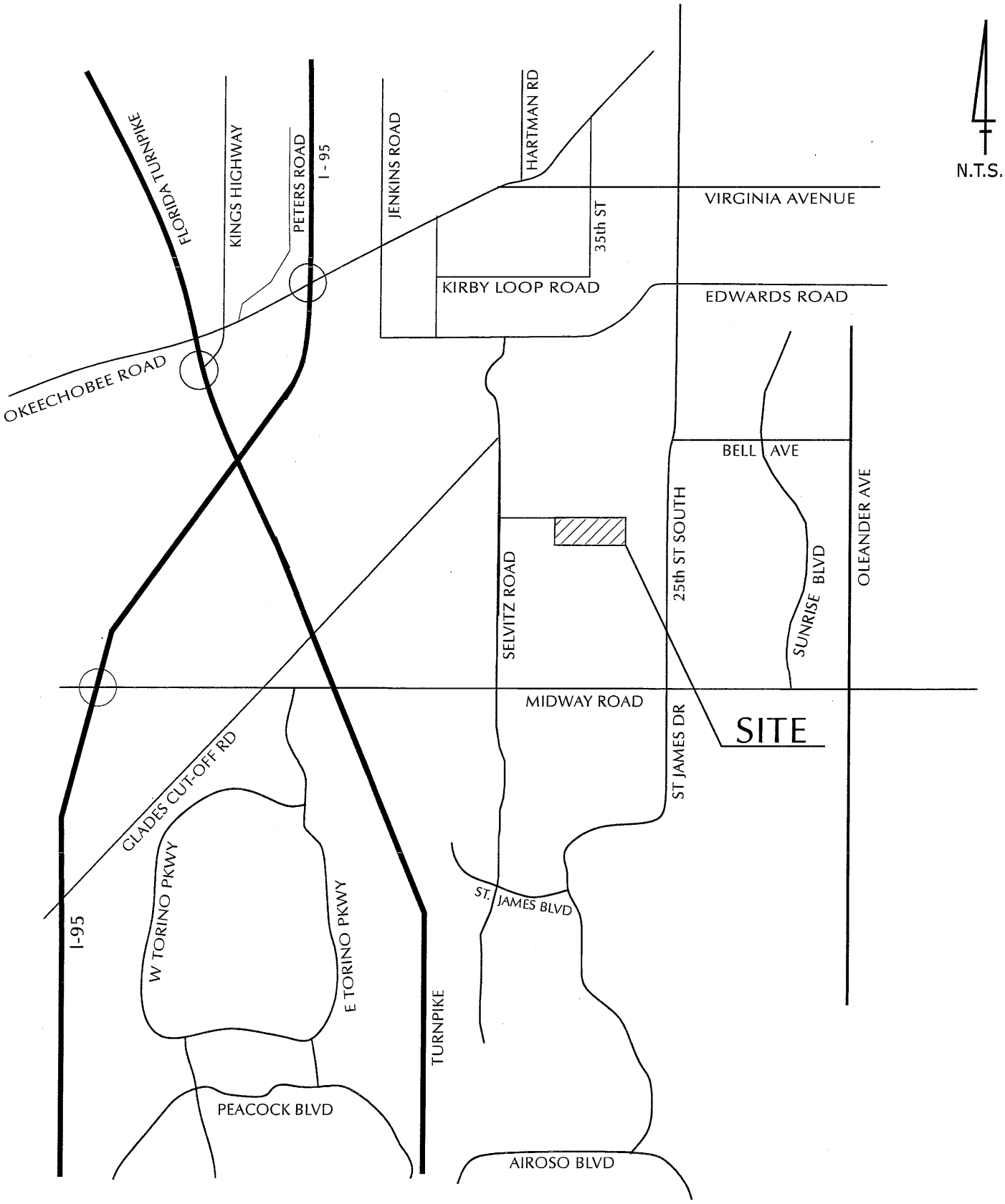
Driveway Volumes

Driveway volumes are shown on Exhibit 7. Full access to the site is provided by the existing driveway on Selvitz Road. Projected peak hour turning movements are also provided on Exhibit 7 for the existing Ft Pierce Precast Concrete Plant which utilizes the same driveway on Selvitz Road. There is an existing right and turn lane at the existing driveway. No additional turn lanes are required.

Conclusions

This analysis shows that roadway links and intersections surrounding the site are projected to operate at the adopted level of service standards with the proposed development. Therefore, the project is in conformance with the requirement of Chapter V – Adequate Public Facilities, of the St. Lucie County Land Development Code.

EXHIBITS



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FT PIERCE RECYCLING

EXHIBIT 1 PROJECT LOCATION

PTC

Exhibit 2A
Ft. Pierce Aggregate Recycling Facility
Truck Count Summary (1)

DS Eakins Aggregate Recycling Facility in West Palm Beach, Florida

Day / Date	AM PEAK HOUR 6:30am - 7:30am			PM PEAK HOUR 3:45pm - 4:45pm		
	Entering	Exiting	Total	Entering	Exiting	Total
Friday, 10/12/18	11	11	22	13	13	26
Monday, 10/15/18	5	5	10	10	10	20
Tuesday, 10/16/18	5	5	10	10	10	20
Wednesday, 10/17/18	12	12	24	7	7	14
Thursday, 10/18/18	11	11	22	8	8	16
Friday, 10/19/18	14	14	28	5	5	10
Average	10	10		9	9	

(1) Information provided by D.S. Eakins Construction Corporation based on Truck Count onsite. Refer to Appendix A.

Exhibit 2B
Ft. Pierce Aggregate Recycling Facility
Trip Generation

DAILY

Land Use	ITE Code (3)	Land Use Intensity	Trip Generation Rate	Total Trips
Trucks with Aggregate Material (1)	IND	80 Trucks	2 /Truck	160
Employees (2)	IND	9 Employees	2 /Employee	18
Deliveries	IND	2 Deliveries	2 /Delivery	4
Contractor's Outdoor Storage	PBC	5.0 Acres	35 /Acre	175
Warehouse (5)	150	15,491 SF	1.74 /1,000 SF	27
TOTALS				384

AM PEAK HOUR

Land Use	ITE Code (3)	Land Use Intensity	Trip Generation Rate	Total Trips		
				In	Out	Total
Trucks with Aggregate Material (1)	IND	10 Trucks	2 /Truck	10	10	20
Employees (2)	IND	9 Employees	1 /Employee	9	-	9
Deliveries	IND	2 Deliveries	2 /Delivery	2	2	4
Contractor's Outdoor Storage	PBC	5.0 Acres	5.6% of Daily (55/45) (4)	5	5	10
Warehouse (5)	150	15,491 SF	0.17 /1,000 SF (77/23)	2	1	3
TOTALS				28	18	46

PM PEAK HOUR

Land Use	ITE Code (3)	Land Use Intensity	Trip Generation Rate	Total Trips		
				In	Out	Total
Trucks with Aggregate Material (1)	IND	9 Trucks	2 /Truck	9	9	18
Employees (2)	IND	9 Employees	1 /Employee	-	9	9
Deliveries	IND	- Deliveries	2 /Delivery	-	-	-
Contractor's Outdoor Storage	PBC	5.0 Acres	10.4% of Daily (50/50) (4)	9	9	18
Warehouse (5)	150	15,491 SF	0.19 /1,000 SF (27/73)	1	2	3
TOTALS				19	29	48

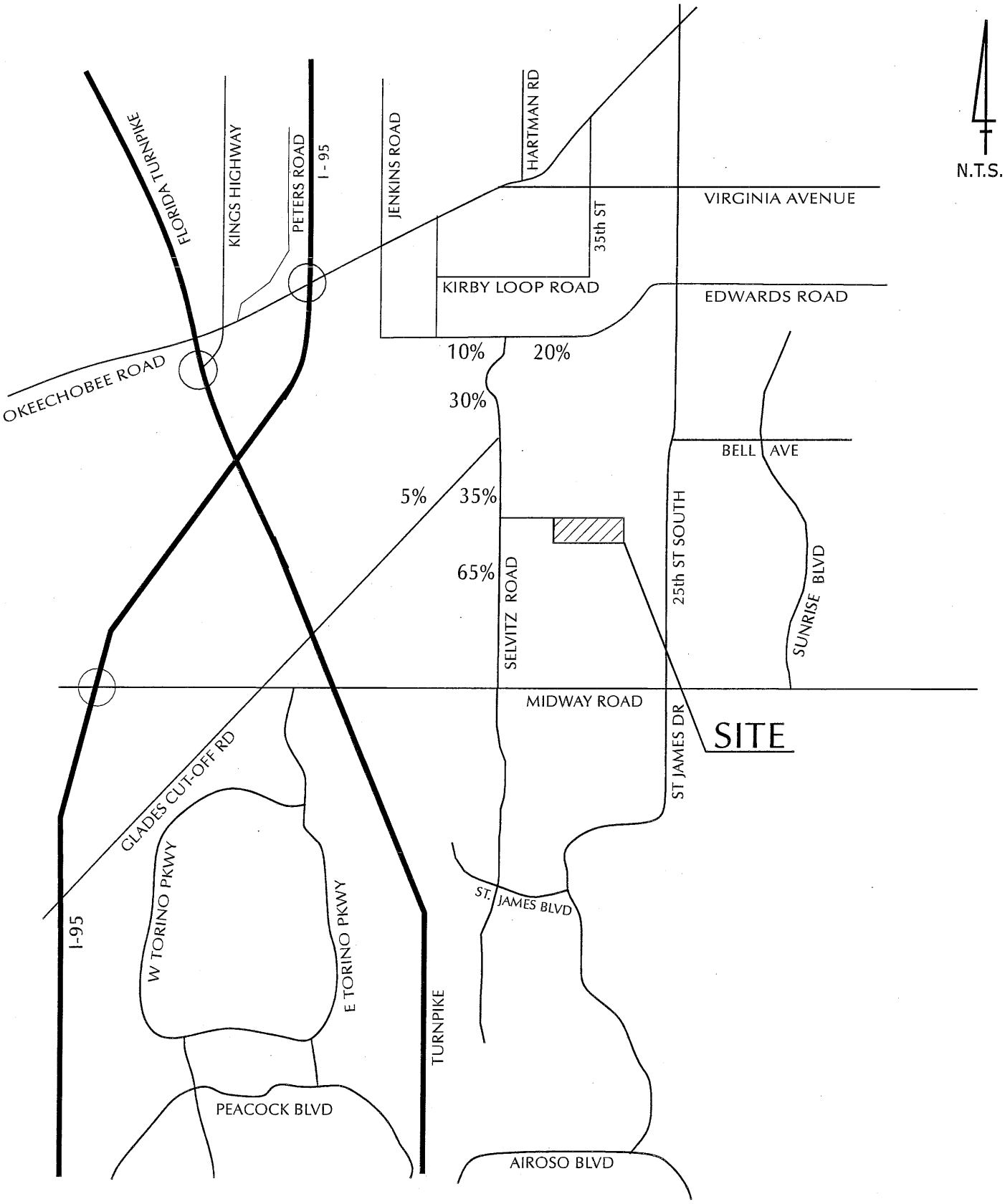
(1) Based on the average count data at the West Palm Beach Concrete Recycling Facility per D.S. Eakins Construction Co. Refer to Exhibit 2A.

(2) Assumes nine full time employees entering at 6:30am and leaving at 5:30 pm (Monday - Friday) per D.S. Eakins Construction Co.

(3) IND indicates Independent Study for similar Recycling Plant. Refer to Appendix A. PBC indicates Palm Beach County approved Trip Gen. rate.

(4) Source: ITE, Trip Generation, 9th Edition peak hour to daily ratio for Self Storage facility.

(5) Source: ITE, Trip Generation, 10th Edition, peak hour of adjacent street traffic.



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FT PIERCE RECYCLING

EXHIBIT 3A PROJECT TRAFFIC DISTRIBUTION

PTC

Exhibit 3B
Ft. Pierce Aggregate Recycling Facility
Project Traffic Assignment

AM Peak

Roadway	Link	Existing Lanes	Road Class	Dir	Project Traffic 28 / 18 % Dist	Project Traffic In / Out Trips	Total Project Impact	Service Volume (1)	Significant Impact? (Yes/No)
Selvitz Rd	Glades Cut Off Rd to Edwards Rd	2L	II	NB	30%	5	0.74%	675	No
				SB	30%	8	1.19%	675	No
	Site to Glades Cut-Off Rd (2)	2L	I	NB	35%	6	0.76%	790	No
				SB	35%	10	1.27%	790	YES
	Midway Rd to Site (2)	2L	I	NB	65%	18	2.28%	790	YES
				SB	65%	12	1.52%	790	YES
Glades Cut-Off Rd	Jenkins Rd to Selvitz Rd	2L	I	EB	5%	1	0.13%	790	No
				WB	5%	1	0.13%	790	No

(1) Based on 2012 FDOT Quality/Level of Service Handbook Tables for a Non-State Signalized Roadway.

(2) First accessed roadway link.

Exhibit 3C
Ft. Pierce Aggregate Recycling Facility
Project Traffic Assignment

PM Peak

Roadway	Link	Existing Lanes	Road Class	Dir	Project Traffic 19 29 % Dist	Project Traffic In Out Trips	Total Project Impact	Service Volume (1)	Significant Impact? (Yes/No)
Selvitz Rd	Glades Cut Off Rd to Edwards Rd	2L	II	NB	30%	9	1.33%	675	No
				SB	30%	6	0.89%	675	No
	Site to Glades Cut-Off Rd (2)	2L	I	NB	35%	10	1.27%	790	YES
				SB	35%	7	0.89%	790	No
	Midway Rd to Site (2)	2L	I	NB	65%	12	1.52%	790	YES
				SB	65%	19	2.41%	790	YES
Glades Cut-Off Rd	Jenkins Rd to Selvitz Rd	2L	I	EB	5%	1	0.13%	790	No
				WB	5%	1	0.13%	790	No

(1) Based on 2012 FDOT Quality/Level of Service Handbook Tables for a Non-State Signalized Roadway.
(2) First accessed roadway link.

Exhibit 4A
Ft. Pierce Aggregate Recycling Facility
Historic Growth - Three Year

Roadway	Link	AADT Traffic Volumes [1]		Growth Rate
		2014	2017	
Edwards Rd	McNeil Rd to Selvitz Rd	9,000	10,500	5.27% /Year
	Selvitz Rd to 25th St	11,500	14,500	8.03% /Year
Selvitz Rd	Glades Cut-Off Rd to Edwards Rd	12,500	13,000	1.32% /Year
	Midway Rd to Glades Cut-Off Rd (2)	7,800	11,000	12.14% /Year (2)
Midway Road	West of Selvitz Rd to Selvitz Rd	19,000	20,500	2.57% /Year
	Selvitz Rd to Christensen Rd	17,000	17,500	0.97% /Year

(1) Count data from St. Lucie County. See Appendix B.
(2) Not used due to abnormally high growth rate.

Exhibit 4B
Ft. Pierce Aggregate Recycling Facility
Historic Growth (2008 to 2017)

Roadway	Link	AADT Traffic Volumes [1]		Growth Rate
		2008	2017	
Edwards Rd	McNeil Rd to Selvitz Rd	9,725	10,500	0.86% /Year
	Selvitz Rd to 25th St	13,195	14,500	1.05% /Year
Selvitz Rd	Glades Cut-Off Rd to Edwards Rd	N/A	13,000	NA /Year
	Midway Rd to Glades Cut-Off Rd	N/A	11,000	NA /Year
Midway Road	West of Selvitz Rd to Selvitz Rd	18,508	20,500	1.14% /Year
	Selvitz Rd to Christensen Rd	17,892	17,500	-0.25% /Year
Glades Cut-Off Road	Jenkins Rd to Selvitz Rd	5,920	6,176	0.47% /Year
Areawide		65,240	69,176	0.65% /Year

(1) Count data from St. Lucie County. See Appendix B.
N/A: Not Available.

Exhibit 5
Ft. Pierce Aggregate Recycling Facility
Intersection Analysis (1)

Intersection	2022 AM Peak Hour		2022 PM Peak Hour	
	Inters. Delay (sec)	LOS	Inters. Delay (sec)	LOS
Midway Rd / Selvitz Road	41.1	D	40.1	D
Edwards Road / Selvitz Road	42.2	D	43.1	D

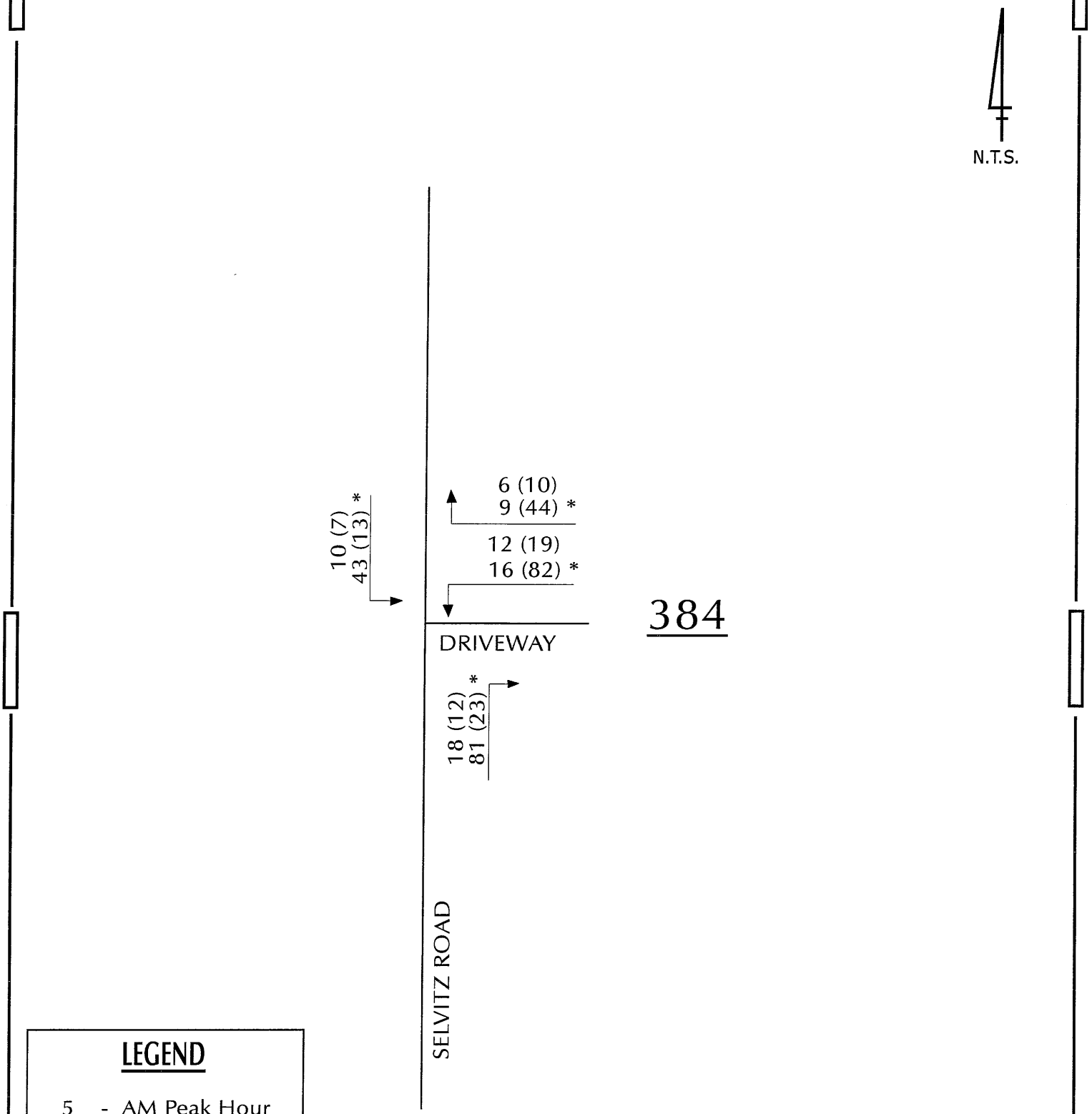
(1) See Appendix D for intersection capacity analyses.

Exhibit 6
Ft. Pierce Aggregate Recycling Facility
Link Analysis

Roadway	Link	Lanes	Dir	AM PEAK HOUR										
				Existing (2017) [1]	Committed Dev. Analysis [2]			Growth (2022)		Total Bkgd.[3]	Project	Total (2022)	Service Volume (4)	Meets Std?
					Projects	Growth	Total	Volume	%/Year					
Selvitz Road	Site to Glades Cut-Off Road	2L	SB	657	69	33	102	44	1.32%	759	10	769	790	Yes
	Midway Rd to Site	2L	NB	449	61	23	84	30	1.32%	533	18	552	790	Yes
			SB	657	38	33	71	44	1.32%	728	12	740	790	Yes

Roadway	Link	Lanes	Dir	PM PEAK HOUR										
				Existing (2017) [1]	Committed Dev. Analysis [2]			Growth (2022)		Total Bkgd.[3]	Project	Total (2022)	Service Volume (4)	Meets Std?
					Projects	Growth	Total	Volume	%/Year					
Selvitz Road	Site to Glades Cut-Off Road	2L	NB	318	67	16	83	22	1.32%	401	10	412	790	Yes
	Midway Rd to Site	2L	NB	318	47	16	63	22	1.32%	381	12	394	790	Yes
			SB	661	68	34	102	45	1.32%	762	19	781	790	Yes

[1] Count data from St. Lucie County adjusted to peak season using 1.01 seasonal factor on Count sheet. See Appendix B.
[2] Committed development data provided in Appendix C.
[3] Background traffic includes Existing plus the highest of Committed Development and 1% growth or historic growth.
[4] Based on 2012 FDOT Quality/Level of Service Handbook Tables for a Class I non-State signalized roadway.



LEGEND

5 - AM Peak Hour
(26) - PM Peak Hour
506 - ADT

* INDICATES PROJECTED TURNING MOVEMENTS FROM FT PIERCE PRECAST CONCRETE PLANT.

3/19/19
18-090

FT PIERCE RECYCLING FACILITY	EXHIBIT 7 PROJECT DRIVEWAY VOLUMES	PTC

APPENDIX A

APPENDIX B

ALTERNATIVE STUDY NETWORK IDENTIFICATION METHODOLOGY

Area of Influence Based

a. The area to be studied will be based on the New External Trip Generation of the proposed development. The table below shall determine the development's area of influence.

New External Daily Trip Generation	Radius of Area of Influence
0 – 200	Only segments directly accessed by the proposed development
201 – 500	0.5 miles *
501 – 1,000	1.0 miles
1,001 – 5,000	2.0 miles
5,001 – 10,000	3.0 miles
10,001 – 20,000	4.0 miles
Over 20,000	5.0 miles

b. The radius of influence shall be measured from each connection of the project to the Major Road Network.

c. All major signalized and unsignalized intersections on the roadway segments within the area of influence shall be studied.

d. If the study radius ends between intersections identified in c above, the study area shall extend to the next major intersection.

Linda Riccardi

To: lriccardi@pindertroutman.com
Subject: FW: Ft Pierce Concrete Recycling Plant Traffic
Attachments: Benoist Traffic Study.pdf

From: Steve Eakins [mailto:steve@dseakins.com]
Sent: Thursday, November 15, 2018 3:06 PM
To: Linda Riccardi
Cc: 'Jonathan Ricketts'
Subject: RE: Ft Pierce Concrete Recycling Plant Traffic

Linda,

We will have 9 employees and they will work from 6:30am to 5:00pm Monday through Friday

Per the attached study we conduct at our Benoist farms facility we will have the below Counts (6 day Average) of Customer traffic:

Monday through Friday between 6:30am & 7:30am: 20 Trips (10 In & 10 Out) Per day Average
Monday through Friday between 3:45pm & 4:45pm: 18 Trips (9 In & 9 Out) Per day Average

The average customers (trucks) arrive and leave within 15 to 20 min

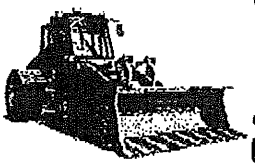
Please let me know if you have any questions or need anything else.

Thanks,

Steven Eakins
Vice President

D.S. EAKINS
CONSTRUCTION CORPORATION

1481 Kinetic Road
Lake Park, Florida 33403
Phone: (561) 842-0010
Fax: (561) 842-0009
Cell: (561) 346-1549
Steve@dseakins.com



D.S. EAKINS
CONSTRUCTION CORPORATION

POST OFFICE BOX 530185
LAKE PARK, FLORIDA 33403
(561) 842-0010

Fax Transmittal Cover Sheet

To: KAY / CRICKET Fax No. _____

Total No. of Pages: 2

From: PAUL Date: 9-23-18

RE: Truck Count (Steven)
For Week
6:30 - 7:30 A.M.
3:45 - 4:45 P.M.

	AM	PM
10/12 Fri	11	13
Sat.		
10/15 Mon.	5	10
10/16 Tues	5	10
10/17 Wed.	12	7
10/18 Thurs.	11	8
10/19 Fri	14	5

Linda Riccardi

From: Steve Eakins [steve@dseakins.com]
Sent: Tuesday, November 20, 2018 12:40 PM
To: Linda Riccardi
Cc: 'jricketts@jtrinc.com'
Subject: RE: Ft Pierce Concrete Recycling Plant Traffic

Good afternoon Linda,

Sounds good.

Hours of operation are from 6:30am to 5:30 pm M-F & 6:30am to Noon Saturday

In a 24 Hour period M-F, we average 40 loads of material in for processing and 40 Loads of Materials out to customers. This is based on a 15,000 CY monthly volume that we sell, which has to be hauled in as well. (80 Trips in and 80 trips out for 160 trips total per day)

Please let me know if you need anything else.

Thanks,

Steven Eakins
Vice President

D.S. EAKINS
CONSTRUCTION CORPORATION

1481 Kinetic Road
Lake Park, Florida 33403
Phone: (561) 842-0010
Fax: (561) 842-0009
Cell: (561) 346-1549
Steve@dseakins.com

APPENDIX B

48 Hour Traffic Volume Summary

St. Lucie TPO

Count Station: 703

Location: SELVITZ RD 0.23 MILES NORTH OF MIDWAY RD

Summary Begin Date: November 15, 2017

Hour Ending	Day 1		Day 2	
	North	South	North	South
01:00	14	30	11	24
02:00	3	10	6	16
03:00	3	14	4	11
04:00	17	29	14	25
05:00	34	68	52	77
06:00	149	191	139	174
07:00	321	507	338	554
08:00	485	711	405	588
09:00	298	465	301	450
10:00	233	351	232	381
11:00	222	364	182	314
12:00	220	392	238	386
13:00	220	367	234	353
14:00	197	391	234	402
15:00	297	460	241	434
16:00	305	599	325	664
17:00	325	668	302	640
18:00	231	495	246	490
19:00	158	304	126	262
20:00	79	162	68	168
21:00	65	132	52	99
22:00	34	84	51	91
23:00	29	60	31	73
24:00	11	34	20	33
Totals:	3,950	6,888	3,852	6,709

Average			Hour Ending
North	South	Total	
12	27	39	01:00
4	13	17	02:00
3	12	15	03:00
15	27	42	04:00
43	72	115	05:00
144	182	326	06:00
330	531	861	07:00
445	650	1,095	08:00
300	458	758	09:00
233	366	599	10:00
202	339	541	11:00
229	389	618	12:00
227	360	587	13:00
216	397	613	14:00
269	447	716	15:00
315	632	947	16:00
314	654	968	17:00
239	493	732	18:00
142	283	425	19:00
73	165	238	20:00
58	115	173	21:00
42	87	129	22:00
30	66	96	23:00
15	33	48	24:00
3,900	6,798	10,698	

Day 1: Wednesday, November 15, 2017

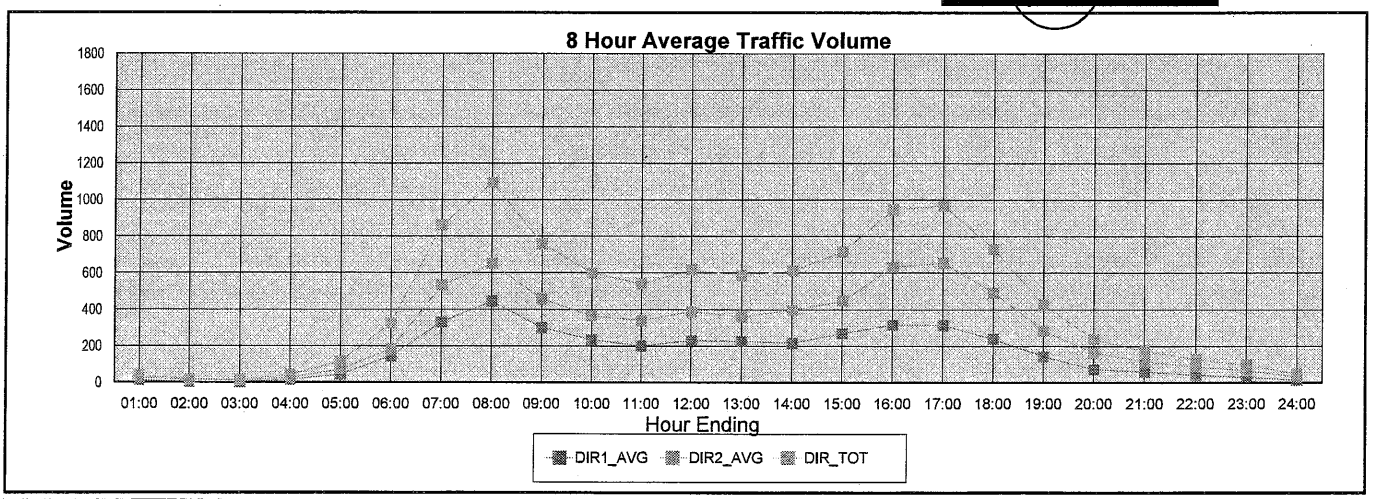
Day 2: Thursday, November 16, 2017

11/15/17 - 11/16/17	Wednesday	Thursday	Average
AM P:D:	0.110	0.100	0.107
AM DFac:	0.59	0.61	0.60
AM Pk Hr Begins:	0700	0630	n/a
PM P:D:	0.090	0.100	0.094
PM DFac:	0.66	0.66	0.66
PM Pk Hr Begins:	1530	1515	n/a

AM Peak Hr Peak Season Vol	1,227
PM Peak Hr Peak Season Vol	1,081

P:D	MOCF	K100
0.107	0.94	0.113

ADT	SF	AADT
10,698	1.01	11,000



COUNTS USED TO DEVELOP HISTORICAL GROWTH RATES

Transportation Planning Organization
ST. LUCIE URBAN AREA

Spring 2008 Traffic Count Analysis

Roadway Name	Location	Roadway Classification	No Ln	Count Date	2008 ADT	2008 ADT LOS[1]	AM Pk Time	AM Pkhr Vol	2008 AM Pkhr LOS[2]	PM Peak Time	PM Pkhr Vol	2008 PM Pkhr LOS[2]
13th Street North	N. of Georgia Ave	State Two-Way Arterial - Interrupted Flow Class I	2	3/5/2008	6,139	C	1130-1230	410	C	1645-1745	484	C
13th Street North	N. of Virginia Ave	State Two-Way Arterial - Interrupted Flow Class I	2	3/5/2008	7,224	C	1145-1245	479	C	1700-1800	658	C
13th Street North	N. of Delaware Ave	State Two-Way Arterial - Interrupted Flow Class I	2	3/5/2008	5,666	C	845-945	379	B	1600-1700	504	C
13th Street South	N. of Ave D	Major City/County Road	2	2/25/2008	4,243	C	800-900	294	C	1630-1730	369	C
13th Street South	N. of Orange Ave	Major City/County Road	2	2/20/2008	4,622	C	745-845	355	C	1615-1715	406	C
25th Street North	S. of St Lucie Blvd	State Two-Way Arterial - Interrupted Flow Class I	4	6/17/2008	8,040	B	730-830	579	B	1615-1715	718	B
25th Street North	N. of Juanita Ave	State Two-Way Arterial - Interrupted Flow Class I	4	6/18/2008	8,329	B	1145-1245	555	B	1630-1730	783	B
25th Street South	N. of Edwards Rd	State Two-Way Arterial - Interrupted Flow Class I	4	7/1/2008/	19,382	B	715-815	1549	B	1630-1730	1746	B
25th Street South	N. of Virginia Ave	State Two-Way Arterial - Interrupted Flow Class I	4	6/24/2008	21,821	B	730-830	1602	B	1630-1730	1877	B
25th Street South	S. of Virginia Ave	State Two-Way Arterial - Interrupted Flow Class I	4	3/5/2008	20,241	B	730-830	1702	B	1615-1715	1790	B
25th Street South/St J	S. of Midway Rd West	State Two-Way Arterial - Interrupted Flow Class I	4	5/14/2008	16,415	B	730-830	1609	B	1645-1745	1634	B
7th Street South	S. of Delaware Ave	Major City/County Road	2	3/2/2008	1,834	C	1130-1230	142	C	1615-1715	211	C
7th Street South	S. of Georgia Ave	Major City/County Road	2	3/2/2008	1,113	C	1115-1215	98	C	1600-1700	119	C
Airoso Blvd	N. of Prima Vista Blvd	State Two-Way Arterial - Interrupted Flow Class I	4	4/16/2008	12,624	B	730-830	1271	B	1700-1800	1188	B
Airoso Blvd	N. of West Virginia Ave	State Two-Way Arterial - Interrupted Flow Class I	4	4/14/2008	16,489	B	715-815	1524	B	1700-1800	1481	B
Airoso Blvd	N. of Floresta Dr	State Two-Way Arterial - Interrupted Flow Class I	4	4/14/2008	20,420	B	730-830	2090	B	1700-1800	1954	B
Airoso Blvd	N. of Port St. Lucie Blvd	State Two-Way Arterial - Interrupted Flow Class I	4	4/16/2008	16,489	B	715-815	1535	B	1700-1800	1398	B
Angle Rd	N. of Orange Ave	State Two-Way Arterial - Interrupted Flow Class I	2	2/20/2008	9,325	C	730-830	902	C	1600-1700	936	C
Avenue D	E. of 7th St	Major City/County Road	2	2/27/2008	3,726	C	1100-1200	311	C	1545-1645	313	C
Avenue D	E. of 13th St	Major City/County Road	2	2/27/2008	5,981	C	1130-1230	426	C	1630-1730	474	C
Avenue D	E. of 17th St	Major City/County Road	2	2/27/2008	6,313	C	1115-1215	432	C	1630-1730	525	C
Avenue D	E. of 25th St	Major City/County Road	2	2/27/2008	6,724	C	1115-1215	436	C	1700-1800	535	C
Avenue D	W. of 25th St	State Two-Way Arterial - Interrupted Flow Class I	2	2/27/2008	4,287	C	730-830	315	B	1700-1800	363	B
Bayshore Blvd	N. of Prima Vista Blvd	State Two-Way Arterial - Interrupted Flow Class I	4	4/16/2008	15,354	B	745-845	1179	B	1700-1800	1299	B
Bayshore Blvd	N. of West Virginia Dr	State Two-Way Arterial - Interrupted Flow Class I	4	4/16/2008	23,574	B	730-830	1772	B	1645-1745	1935	B
Bayshore Blvd	N. of Port St Lucie Blvd	State Two-Way Arterial - Interrupted Flow Class I	4	5/7/2008	24,747	B	730-830	1985	B	1700-1800	2268	B
Becker Rd	E. of Port St Lucie Blvd	State Two-Way Arterial - Interrupted Flow Class I	2	5/12/2008	7,852	C	630-730	807	C	1715-1815	802	C
Bell Ave	E. of Sunrise Blvd	Other County Road	2	3/26/2008	3,047	C	715-815	384	C	1630-1730	311	C
Bell Ave	W. of Sunrise Blvd	Other County Road	2	3/24/2008	2,646	C	745-845	283	C	1645-1745	254	C
California Blvd	S of St Lucie West Blvd	Major City/County Road	2	4/30/2008	15,924	F	730-830	1291	D	1645-1745	1398	E
California Blvd	N of St Lucie West Blvd	Major City/County Road	2	4/30/2008	7,139	C	715-815	568	C	1730-1830	662	C
Cashmere Blvd	N of St Lucie West Blvd	Major City/County Road	2	4/30/2008	9,810	D	700-800	956	D	1700-1800	843	C
Cashmere Blvd	S of St Lucie West Blvd	Major City/County Road	2	4/30/2008	14,390	D	800-900	1032	D	1715-1815	1308	D
Citrus Ave	E. of US 1 South	State Two-Way Arterial - Interrupted Flow Class I	2	6/24/2008	5,607	C	1145-1245	523	C	1230-1330	575	C
Darwin Rd	N. of Becker Rd	State Two-Way Arterial - Interrupted Flow Class I	2	5/12/2008	4,869	C	745-845	384	B	1700-1800	549	C
Del Rio Blvd	N. of Port St Lucie Blvd	Major City/County Road	2	5/7/2008	11,822	D	715-815	918	D	1700-1800	981	D
Delaware Ave	W. of 25th St South	Major City/County Road	4	3/5/2008	6,504	C	700-800	621	C	1645-1745	642	C
East Torino Pkwy	S of Midway Rd	Major City/County Road	2	5/14/2008	9,716	D	700-800	1003	D	1645-1745	988	D
Edwards Rd	W. of 25th St South	State Two-Way Arterial - Interrupted Flow Class I	2	4/9/2008	13,195	C	715-815	1051	C	1530-1630	1200	C
Edwards Rd	W. of Selvitz Rd	State Two-Way Arterial - Interrupted Flow Class I	2	4/9/2008	9,725	C	715-815	775	C	1630-1730	888	C

Transportation Planning Organization
ST. LUCIE URBAN AREA

Spring 2008 Traffic Count Analysis

Roadway Name	Location	Roadway Classification	No Ln	Count Date	2008 ADT	2008 ADT LOS[1]	AM Pk Time	AM Pkhr Vol	2008 AM Pkhr LOS[2]	PM Peak Time	PM Pkhr Vol	2008 PM Pkhr LOS[2]
Edwards Rd	W. of Sunrise Blvd	State Two-Way Arterial - Interrupted Flow Class I	4	4/9/2008	17,719	B	730-830	1559	B	1630-1730	1542	B
Edwards Rd	W. of US 1	State Two-Way Arterial - Interrupted Flow Class I	4	4/9/2008	9,003	B	730-830	730	B	1645-1745	810	B
Edwards Rd	W. of Oleander Ave	State Two-Way Arterial - Interrupted Flow Class I	4	4/9/2008	14,242	B	730-830	1130	B	1630-1730	1274	B
Emerson Ave	N. of Indrio Rd	State Two-Way Arterial - Uninterrupted Flow	2	2/20/2008	5,586	B	700-800	495	B	1645-1745	592	B
Farmer's Market Rd	W. of US 1 South	Other County Road	2	3/26/2008	2,314	C	1130-1230	212	C	1645-1745	208	C
Floresta Dr	S. of Prima Vista Blvd	State Two-Way Arterial - Interrupted Flow Class I	2	4/23/2008	13,458	C	730-830	1090	C	1700-1800	1211	C
Floresta Dr	W. of Airoso Blvd	Major City/County Road	2	4/23/2008	3,575	C	830-930	459	C	1515-1615	357	C
Floresta Dr	N. of Port St Lucie Blvd	State Two-Way Arterial - Interrupted Flow Class I	2	4/23/2008	17,493	F	730-830	1396	D	1700-1800	1570	E
Floresta Dr	S. of Port St Lucie Blvd	Major City/County Road	2	4/23/2008	11,930	D	730-830	1001	D	1700-1800	1130	D
Floresta Dr	E. of Airoso Blvd	State Two-Way Arterial - Interrupted Flow Class I	2	5/7/2008	10,004	C	815-915	824	C	1700-1800	970	C
Fort Pierce Blvd	W. of West Seminole Rd	State Two-Way Arterial - Interrupted Flow Class I	2	2/20/2008	2,642	B	700-800	254	B	1630-1730	253	B
Gatlin Blvd	E. of I-95	State Two-Way Arterial - Interrupted Flow Class I	6	8/6/2008	38,506	B	715-815	2745	B	1715-1815	3354	B
Georgia Ave	W. of US 1 South	Major City/County Road	2	3/6/2008	2,336	C	1145-1245	205	C	1645-1745	245	C
Georgia Ave	W. of 7th St South	Major City/County Road	2	3/5/2008	2,449	C	1115-1215	176	C	1700-1800	228	C
Georgia Ave	W. of 13th St South	Major City/County Road	2	3/5/2008	5,219	C	1115-1215	359	C	1630-1730	492	C
Gilson Rd	N. of Martin County Line	Major City/County Road	2	5/14/2008	11,451	D	715-815	983	D	1645-1745	1209	D
Glades Cut-Off Rd	W. of Selvitz Rd	Major City/County Road	2	2/25/2008	5,920	C	630-730	501	C	1615-1715	582	C
Glades Cut-Off Rd	N. of Midway Rd West	Major City/County Road	2	2/27/2008	4,703	C	615-715	434	C	1615-1715	443	C
Glades Cut-Off Rd	N. of Reserve Blvd	State Two-Way Arterial - Interrupted Flow Class I	2	3/19/2008	3,738	B	630-730	441	C	1515-1615	391	B
Glades Cut-Off Rd	S. of Reserve Blvd	State Two-Way Arterial - Interrupted Flow Class I	2	3/19/2008	2,799	B	630-730	393	B	1515-1615	324	B
Glades Cut-Off Rd	S. of Midway Rd West	State Two-Way Arterial - Interrupted Flow Class I	2	3/19/2008	2,605	B	630-730	272	B	1530-1630	259	B
Green River Pkwy	S. of Walton Rd	Major City/County Road	2	4/9/2008	2,498	C	715-815	200	C	1645-1745	290	C
Header Canal Rd	S. of Orange Ave	Major City/County Road	2	2/27/2008	408	C	715-815	43	C	1700-1800	48.8	C
Indian River Dr	N. of Midway Rd East	Major City/County Road	2	3/25/2008	4,352	C	730-830	458	C	1645-1745	533	C
Indian River Dr	N. of Walton Rd	Major City/County Road	2	3/26/2008	5,416	C	730-830	534	C	1645-1745	630	C
Indian River Dr	N. of Martin County Line	Major City/County Road	2	3/26/2008	7,467	C	715-815	580	C	1630-1730	762	C
Indian River Dr	N. of Savannah Rd	Major City/County Road	2	3/25/2008	4,720	C	730-830	422	C	1630-1730	547	C
Indian River Dr	N. of Citrus Ave	State Two-Way Arterial - Interrupted Flow Class I	2	7/8/2008	5,333	C	730-831	410	C	1645-1745	535	C
Indian River Dr	N. of Orange Ave	State Two-Way Arterial - Interrupted Flow Class I	2	7/8/2008	5,102	C	1145-1245	375	B	1630-1730	506	C
Indian River Dr	S. of A1A/Bridge	State Two-Way Arterial - Interrupted Flow Class I	2	6/24/2008	5,351	C	1145-1246	375	B	1600-1700	460	C
Indrio Rd	E. of Kings Hwy	State Two-Way Arterial - Interrupted Flow Class I	2	2/19/2008	6,277	C	715-815	575	C	1645-1745	578	C
Indrio Rd	E. of I-95	State Two-Way Arterial - Interrupted Flow Class I	2	7/2/2008	8,836	C	645-745	775	C	1630-1730	735	C
Indrio Rd	W. of I-95	State Two-Way Arterial - Interrupted Flow Class I	2	6/25/2008	2,413	B	1100-1200	295	B	1230-1330	269	B
Indrio Rd	W. of Kings Hwy	State Two-Way Arterial - Interrupted Flow Class I	2	6/17/2008	9,280	C	0715-0815	663	C	1630-1730	805	C
Jenkins Rd South	N. of Okeechobee Rd	Major City/County Road	2	2/28/2008	10,292	D	715-815	818	C	1645-1745	942	D
Jenkins Rd South	S. of Okeechobee Rd	State Two-Way Arterial - Interrupted Flow Class I	2	2/28/2008	7,478	C	730-830	632	C	1630-1730	641	C
Johnston Rd	N. of Indrio Rd	Major City/County Road	2	2/20/2008	6,665	C	715-815	643	C	1645-1745	669	C
Juanita Ave	W. of US 1 North	Major City/County Road	2	2/21/2008	3,765	C	1145-1245	274	C	1645-1745	322	C
Juanita Ave	E. of 25th St	Major City/County Road	2	2/19/2008	3,917	C	715-815	269	C	1700-1800	343	C
Juanita Ave	W. of 25th St	Major City/County Road	2	2/21/2008	6,378	C	730-830	398	C	1715-1815	567	C

Transportation Planning Organization
ST. LUCIE URBAN AREA

Spring 2008 Traffic Count Analysis

Roadway Name	Location	Roadway Classification	No Ln	Count Date	2008 ADT	2008 ADT LOS[1]	AM Pk Time	AM Pkhr Vol	2008 AM Pkhr LOS[2]	PM Peak Time	PM Pkhr Vol	2008 PM Pkhr LOS[2]
Keen Rd	S. of St Lucie Blvd	Major City/County Road	2	2/21/2008	2,950	C	715-815	318	C	1630-1730	336	C
Kings Hwy North	S. of Indrio Rd	State Two-Way Arterial - Interrupted Flow Class I	2	6/17/2008	13,377	C	700-800	1028	C	1630-1730	1181	C
Kings Hwy North	N. of Orange Ave	State Two-Way Arterial - Interrupted Flow Class I	2	6/24/2008	14,265	D	715-815	1195	C	1645-1745	1253	C
Kings Hwy North	SW of US 1 North	State Two-Way Arterial - Interrupted Flow Class I	2	6/17/2008	8,268	C	1145-1245	605	C	1630-1730	859	C
Kings Hwy North	N. of Indrio Rd	State Two-Way Arterial - Interrupted Flow Class I	2	6/17/2008	12,430	C	715-815	894	C	1645-1745	1059	C
Kings Hwy North	N. of St Lucie Blvd	State Two-Way Arterial - Interrupted Flow Class I	2	6/17/2008	12,101	C	715-815	915	C	1630-1730	1001	C
Kings Hwy North	S. of St Lucie Blvd	State Two-Way Arterial - Interrupted Flow Class I	2	2/20/2008	13,165	C	715-815	324	B	1630-1730	342	B
Kings Hwy South	S. of Orange Ave	State Two-Way Arterial - Interrupted Flow Class I	2	6/24/2008	10,261	C	715-815	761	C	1700-1800	798	C
Kings Hwy South	N. of Okeechobee Rd	State Two-Way Arterial - Interrupted Flow Class I	2	6/18/2008	7,277	C	730-830	558	C	1700-1800	550	C
Lennard Rd	S. of Walton Rd	Major City/County Road	4	5/7/2008	5,488	C	630-730	428	C	1715-1815	502	C
Lennard Rd	N. of Port St Lucie Blvd	Major City/County Road	4	4/16/2008	16,945	C	730-830	1293	C	1700-1800	1486	C
Mariposa Ave	E. of Lennard Rd	Major City/County Road	2	4/16/2008	7,892	C	730-830	1013	D	1745-1845	750	C
Mariposa Ave	W. of Lennard Rd	Major City/County Road	4	4/14/2008	10,605	C	730-830	812	C	1645-1745	1064	C
Midport Rd	W. of US 1 South	Major City/County Road	4	4/14/2008	11,580	C	715-815	977	C	1630-1730	1067	C
Midway Rd East	W. of Indian River Dr	State Two-Way Arterial - Interrupted Flow Class I	2	3/26/2008	4,146	B	730-830	353	B	1700-1800	470	C
Midway Rd West	W. of Sunrise Blvd	State Two-Way Arterial - Interrupted Flow Class I	2	3/10/2008	19,756	F	730-830	1643	F	1645-1745	1730	F
Midway Rd West	W. of Selvitz Rd	State Two-Way Arterial - Interrupted Flow Class I	2	3/10/2008	18,508	F	715-815	1488	D	1545-1645	1576	E
Midway Rd West	W. of Oleander Ave	State Two-Way Arterial - Interrupted Flow Class I	2	3/26/2008	17,892	F	730-830	1513	D	1615-1715	1498	D
Midway Rd West	W. of I-95	State Two-Way Arterial - Uninterrupted Flow	2	8/6/2008	3,948	B	645-745	357	B	1615-1716	340	B
Midway Rd West	W. of East Torino Blvd	State Two-Way Arterial - Interrupted Flow Class I	4	3/12/2008	18,943	B	715-815	2000	B	1630-1730	1572	B
Morningside Blvd	N. of Port St Lucie Blvd	Major City/County Road	2	5/7/2008	5,337	C	745-845	885	D	1430-1530	743	C
Morningside Blvd	S. of Port St Lucie Blvd	Major City/County Road	2	5/5/2008	4,104	C	830-930	417	C	1600-1700	486	C
Morningside Blvd	E. Westmoreland Blvd	State Two-Way Arterial - Interrupted Flow Class I	2	5/5/2008	2,543	B	800-900	210	B	1630-1730	227	B
Okeechobee Rd	W. of Florida's Turnpike	State Two-Way Arterial - Interrupted Flow Class I	4	8/5/2008	8,266	B	715-815	611	B	1630-1730	624	B
Okeechobee Rd	E. of I-95	State Two-Way Arterial - Interrupted Flow Class I	4	6/18/2008	30,671	C	715-815	2574	B	1645-1745	2390	B
Okeechobee Rd	W. of Header Canal Rd	State Two-Way Arterial - Uninterrupted Flow	2	7/9/2008	6,635	B	645-745	494	B	1645-1745	662	B
Okeechobee Rd	W. of I-95	State Two-Way Arterial - Interrupted Flow Class I	4	7/9/2008	29,460	C	1145-1245	2045	B	1645-1745	2092	B
Okeechobee Rd	W. of Virginia Ave	State Two-Way Arterial - Interrupted Flow Class I	6	7/8/2008	32,794	B	1145-1245	2327	B	1630-1730	2830	B
Old Dixie Hwy	N. St. Lucie Blvd	State Two-Way Arterial - Interrupted Flow Class I	2	2/21/2008	1,563	B	730-830	145	B	1630-1730	174	B
Oleander Ave	S. of Farmers Market Rd	State Two-Way Arterial - Interrupted Flow Class I	2	3/12/2008	11,599	C	730-830	1454	D	1645-1745	1071	C
Oleander Ave	S. of Midway Rd West	Major City/County Road	2	3/12/2008	8,278	C	730-830	810	C	1700-1800	833	C
Oleander Ave	N. of Kitterman Rd	Major City/County Road	2	3/12/2008	6,884	C	730-830	614	C	1645-1745	677	C
Oleander Ave	S.of Edwards Rd	State Two-Way Arterial - Interrupted Flow Class I	2	3/12/2008	13,883	D	745-845	987	C	1645-1745	1240	C
Oleander Ave	N. of Virginia Ave	State Two-Way Arterial - Interrupted Flow Class I	2	3/12/2008	4,835	C	1115-1215	330	B	1630-1730	483	C
Oleander Ave	S. of Virginia Ave	State Two-Way Arterial - Interrupted Flow Class I	2	3/12/2008	11,737	C	1130-1230	729	C	1630-1730	1049	C
Orange Ave	W. of Shinn Rd	State Two-Way Arterial - Uninterrupted Flow	2	2/27/2008	4,201	B	645-745	451	B	1700-1800	388	B
Orange Ave	W. of 13th St	State Two-Way Arterial - Interrupted Flow Class II	4	7/2/2008	12,914	C	1145-1245	1052	C	1615-1715	1154	C
Orange Ave	W. of 25th St	State Two-Way Arterial - Interrupted Flow Class II	4	6/24/2008	17,066	C	730-830	1203	C	1630-1730	1429	C
Orange Ave	W. of US 1 North	State Two-Way Arterial - Interrupted Flow Class II	2	6/24/2008	7,514	C	1130-1230	604	C	1615-1715	618	C
Orange Ave	E. of US 1 North	State Two-Way Arterial - Interrupted Flow Class II	2	7/8/2008	7,514	C	1115-1215	294	B	1300-1400	322	B

St. Lucie Transportation Planning Organization

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Traffic Counts and Level of Service Report
Fall 2014

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
PORT ST LUCIE BLVD	FLORIDA'S TURNPIKE to BAYSHORE BLVD	48,065	3,170	3,214	F	1.014	2,917	C	0.944
PORT ST LUCIE BLVD	BAYSHORE BLVD to AIROSO BLVD	47,160	3,020	2,981	D	0.987	2,953	D	0.978
PORT ST LUCIE BLVD	AIROSO BLVD to FLORESTA DR	48,285	3,020	2,972	D	0.984	2,605	C	0.886
PORT ST LUCIE BLVD	FLORESTA DR to VETERANS MEMORIAL PKWY	63,123	3,020	4,523	F	1.498	3,374	F	1.117
PORT ST LUCIE BLVD	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	42,168	3,020	2,538	C	0.863	2,252	C	0.766
PORT ST LUCIE BLVD	MORNINGSIDE BLVD to US 1	40,985	3,170	3,112	D	0.982	1,941	C	0.628
PRIMA VISTA BLVD	BAYSHORE BLVD to AIROSO BLVD	19,000	2,100	868	C	0.432	858	C	0.427
PRIMA VISTA BLVD	AIROSO BLVD to FLORESTA DR	24,500	2,100	1,252	C	0.623	1,220	C	0.607
PRIMA VISTA BLVD	FLORESTA DR to NARANJA AVE	37,000	2,100	2,426	F	1.155	2,302	F	1.096
PRIMA VISTA BLVD	NARANJA AVE to RIO MAR DR	37,000	2,000	2,426	F	1.213	2,302	F	1.151
PRIMA VISTA BLVD	RIO MAR DR to US 1	24,500	2,100	1,317	C	0.655	1,102	C	0.548
PRIMA VISTA BLVD	US 1 to LENNARD RD	3,800	1,710	257	C	0.334	232	C	0.301
RANGE LINE RD	MARTIN C.L. to BECKER RD	1,388	810	113	B	0.377	116	B	0.387
RANGE LINE RD	BECKER RD to 2 MI S OF GLADES CUT-OFF RD	1,388	810	113	B	0.377	116	B	0.387
RANGE LINE RD	2 MI S OF GLADES CUT-OFF RD to GLADES CUT-OF...	1,388	810	113	B	0.377	116	B	0.387
RIO MAR DR	PRIMA VISTA BLVD to BEACH AVE	5,494	710	335	C	0.957	380	D	0.535
RIO MAR DR	BEACH AVE to US 1	5,494	790	335	C	0.859	380	C	0.974
ROSSER BLVD	APRICOT RD to GATLIN BLVD	7,900	920	0	B	0.000	0	B	0.000
ROSSER BLVD	PAAR DR to APRICOT RD	7,900	800	0	B	0.000	0	B	0.000
SAVONA BLVD	BECKER RD to PAAR DR	6,008	790	604	D	0.765	526	D	0.666
SAVONA BLVD	PAAR DR to GATLIN BLVD	6,008	710	604	D	0.851	526	D	0.741
SAVONA BLVD	GATLIN BLVD to CALIFORNIA BLVD	13,500	790	740	D	0.937	744	D	0.942
SAVAGE BLVD	GATLIN BLVD to GALIANO RD	3,903	920	234	C	0.269	255	C	0.293
SAVANNAH RD	US 1 to INDIAN RIVER DR	2,317	510	169	C	0.676	160	C	0.640
SELVITZ RD	BAYSHORE BLVD to ST JAMES BLVD	7,400	710	0	B	0.000	0	B	0.000
SELVITZ RD	ST JAMES BLVD to MIDWAY RD	7,400	710	0	B	0.000	0	B	0.000
SELVITZ RD	MIDWAY RD to GLADES CUT-OFF RD	7,800	660	471	C	0.760	508	C	0.819
SELVITZ RD	GLADES CUT-OFF RD to EDWARDS RD	12,500	790	799	E	0.951	684	D	0.866
SHINN RD	MIDWAY RD to OKEECHOBEE RD	600	540	47	C	0.098	44	C	0.092

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				Volume	LOS	V/C	Volume	LOS	V/C
DELAWARE AVE	HARTMAN RD to 33RD ST	1,367	560	294	D	0.525	207	C	0.739
DELAWARE AVE	33RD ST to 25TH ST	3,700	1,710	272	C	0.353	277	C	0.360
DELAWARE AVE	25TH ST to OKEECHOBEE RD	4,600	1,220	0	B	0.000	0	B	0.000
DELAWARE AVE	OKEECHOBEE RD to 13TH ST	9,267	790	476	D	0.603	507	D	0.642
DELAWARE AVE	13TH ST to 10TH ST	7,600	710	424	D	0.597	403	D	0.568
DELAWARE AVE	10TH ST to 7TH ST	7,600	560	424	D	0.757	403	D	0.720
DELAWARE AVE	7TH ST to US 1	7,600	710	425	D	0.599	408	D	0.575
EAST TORINO PKWY	CASHMERE BLVD to TORINO PKWY	6,600	830	455	C	0.583	380	C	0.487
EAST TORINO PKWY	TORINO PKWY to MIDWAY RD	11,000	840	720	C	0.911	710	C	0.899
EASY ST	US 1 to BUCHANAN DR	10,397	710	869	F	1.143	683	D	0.962
EASY ST	BUCHANAN DR to YUCCA DR	10,397	510	869	F	1.609	683	F	1.265
EDWARDS RD	JENKINS RD to MCNEIL RD	9,000	590	485	C	0.866	469	C	0.838
EDWARDS RD	MCNEIL RD to SELVITZ RD	9,000	660	485	C	0.782	469	C	0.756
EDWARDS RD	SELVITZ RD to 25TH ST	11,500	840	690	C	0.873	694	C	0.878
EDWARDS RD	25TH ST to SUNRISE BLVD	17,039	1,630	901	D	0.553	884	D	0.542
EDWARDS RD	SUNRISE BLVD to OLEANDER AVE	14,634	1,630	718	C	0.984	700	C	0.959
EDWARDS RD	OLEANDER AVE to US 1	8,848	1,630	448	C	0.614	460	C	0.630
FARMER'S MARKET RD	OLEANDER AVE to US 1	1,943	710	113	C	0.323	116	C	0.331
FLORESTA DR	OAKLYN ST to PORT ST LUCIE BLVD	11,500	920	789	C	0.907	715	C	0.822
FLORESTA DR	THORNHILL DR to CROSSTOWN PKWY	16,500	840	1,209	F	1.439	1,029	F	1.225
FLORESTA DR	PORT ST LUCIE BLVD to THORNHILL DR	16,500	840	1,209	F	1.439	1,029	F	1.225
FLORESTA DR	CROSSTOWN PKWY to PRIMA VISTA BLVD	11,500	920	813	C	0.934	703	C	0.808
FLORESTA DR	PRIMA VISTA BLVD to AIROSO BLVD	9,100	920	512	C	0.589	571	C	0.656
FLORESTA DR	SELVITZ RD to BAYSHORE BLVD	4,057	590	349	C	0.623	300	C	0.536
FLORESTA DR	AIROSO BLVD to SELVITZ RD	4,057	840	349	C	0.442	300	C	0.380
FT PIERCE BLVD	INDRIO RD to EMERSON AVE	3,041	510	224	C	0.896	196	C	0.784
GARDENIA AVE	OLEANDER AVE to US 1	2,600	710	195	C	0.557	184	C	0.526
GATLIN BLVD	W OF I-95 to E OF I-95	39,000	3,170	2,935	C	0.950	2,392	C	0.774
GATLIN BLVD	E OF I-95 to SAVAGE BLVD	39,000	3,170	2,935	C	0.950	2,392	C	0.774

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MIDWAY RD	SHINN RD to MCCARTY RD	4,802	590	277	C	0.495	352	C	0.629
MIDWAY RD	MCCARTY RD to I-95	4,802	660	277	C	0.447	352	C	0.568
MIDWAY RD	I-95 to GLADES CUT-OFF RD	15,369	2,100	854	C	0.425	947	C	0.471
MIDWAY RD	GLADES CUT-OFF RD to EAST TORINO PKWY	16,000	2,100	983	C	0.489	954	C	0.475
MIDWAY RD	W OF SELVITZ RD to SELVITZ RD	19,000	920	950	F	1.033	985	F	1.071
MIDWAY RD	SELVITZ RD to CHRISTENSEN RD	17,000	920	899	D	0.977	891	D	0.968
MIDWAY RD	CHRISTENSEN RD to 25TH ST	17,000	790	899	F	1.070	891	F	1.061
MIDWAY RD	25TH ST to SUNRISE BLVD	18,500	790	992	F	1.181	1,010	F	1.202
MIDWAY RD	SUNRISE BLVD to OLEANDER AVE	18,500	790	992	F	1.181	1,010	F	1.202
MIDWAY RD	OLEANDER AVE to US 1	16,500	790	853	F	1.015	862	F	1.026
MIDWAY RD	US 1 to WALLACE ST	3,600	790	279	C	0.715	308	C	0.790
MIDWAY RD	WALLACE ST to WEATHERBEE RD	3,600	920	279	C	0.321	308	C	0.354
MIDWAY RD	WEATHERBEE RD to INDIAN RIVER DR	3,600	590	279	C	0.498	308	C	0.550
MORNINGSIDE BLVD	WESTMORELAND BLVD to PORT ST LUCIE BLVD	2,300	920	127	C	0.146	135	C	0.155
MORNINGSIDE BLVD	PORT ST LUCIE BLVD to LYNGATE DR	4,970	880	429	C	0.517	415	C	0.500
NEBRASKA AVE	25TH ST to 13TH ST	3,800	1,710	260	C	0.338	201	C	0.261
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	4,100	660	244	C	0.394	215	C	0.347
OHIO AVE	SUNRISE BLVD to COLONIAL RD	3,400	510	209	C	0.836	225	C	0.900
OHIO AVE	COLONIAL RD to US 1	3,400	710	209	C	0.597	225	C	0.643
OKEECHOBEE RD	OKEECHOBEE C.L. to BLUEFIELD RD	4,900	1,010	250	B	0.248	248	B	0.246
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	4,900	1,270	250	B	0.197	248	B	0.195
OKEECHOBEE RD	CARLTON RD to SNEED RD	6,208	1,340	331	B	0.247	323	B	0.241
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	6,208	1,340	331	B	0.247	323	B	0.241
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	6,208	1,340	331	B	0.247	323	B	0.241
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	6,208	1,740	331	B	0.190	323	B	0.186
OKEECHOBEE RD	MIDWAY RD to SHINN RD	6,208	1,740	331	B	0.190	323	B	0.186
OKEECHOBEE RD	SHINN RD to MCCARTY RD	4,303	1,810	0	B	0.000	0	B	0.000
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	5,933	1,810	297	B	0.164	307	B	0.170
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	5,933	2,010	297	C	0.148	307	C	0.153

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EAST TORINO PKWY	TORINO PKWY to MIDWAY RD	237	13,000	2017	880	889	F	1.010	844	D	0.959
EASY ST	US 1 to BUCHANAN DR	106	9,176	2016	750	825	F	1.031	636	D	0.848
EASY ST	BUCHANAN DR to YUCCA DR	106	9,176	2016	540	825	F	1.422	636	F	1.097
EDWARDS RD	JENKINS RD to MCNEIL RD	174	10,500	2017	630	545	C	0.908	549	C	0.915
EDWARDS RD	MCNEIL RD to SELVITZ RD	174	10,500	2017	700	545	C	0.826	549	C	0.832
EDWARDS RD	SELVITZ RD to 25TH ST	110	14,500	2017	880	770	C	0.928	781	C	0.941
EDWARDS RD	25TH ST to SUNRISE BLVD	108	16,135	2015	1,630	885	D	0.543	1,220	D	0.748
EDWARDS RD	SUNRISE BLVD to OLEANDER AVE	502	14,943	2015	1,630	748	D	0.459	730	C	10
EDWARDS RD	OLEANDER AVE to US 1	173	8,955	2015	1,630	433	C	0.593	432	C	0.592
FARMER'S MARKET RD	OLEANDER AVE to US 1	112	1,784	2015	750	116	C	0.314	102	C	0.276
FLORESTA DR	OAKLYN ST to PORT ST LUCIE BLVD	317	12,500	2017	920	841	C	0.967	660	C	0.759
FLORESTA DR	THORNHILL DR to CROSSTOWN PKWY	315	17,000	2017	880	1,274	F	1.448	1,052	F	1.195
FLORESTA DR	PORT ST LUCIE BLVD to THORNHILL DR	315	17,000	2017	880	1,274	F	1.448	1,052	F	1.195
FLORESTA DR	CROSSTOWN PKWY to PRIMA VISTA BLVD	109	12,000	2017	920	773	C	0.889	682	C	0.784
FLORESTA DR	PRIMA VISTA BLVD to AIROSO BLVD	107	9,700	2017	920	520	C	0.598	548	C	0.630
FLORESTA DR	SELVITZ RD to BAYSHORE BLVD	313	4,070	2015	630	327	C	0.545	317	C	0.528
FLORESTA DR	AIROSO BLVD to SELVITZ RD	313	4,070	2015	880	327	C	0.394	317	C	0.382
FT PIERCE BLVD	INDRIO RD to EMERSON AVE	226	3,527	2015	540	270	C	10	213	C	0.789
GARDENIA AVE	OLEANDER AVE to US 1	666	2,700	2017	750	180	C	0.486	192	C	0.519
GATLIN BLVD	W OF I-95 to E OF I-95	945075	39,345	2015	3,170	-	-	-	-	-	-
GATLIN BLVD	E OF I-95 to SAVAGE BLVD	945075	39,345	2015	3,170	-	-	-	-	-	-
GATLIN BLVD	SAVAGE BLVD to ROSSER BLVD	945075	39,345	2015	3,170	-	-	-	-	-	-
GATLIN BLVD	ROSSER BLVD to SAVONA BLVD	945075	39,345	2015	3,170	-	-	-	-	-	-
GATLIN BLVD	SAVONA BLVD to PORT ST LUCIE BLVD	945075	39,345	2015	3,170	-	-	-	-	-	-
GEORGIA AVE	25TH ST to OKEECHOBEE RD	667	4,667	2016	600	287	C	0.957	295	C	0.983

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GEORGIA AVE	OKEECHOBEE RD to 17TH ST	667	4,667	2016	750	287	C	0.776	295	C	0.797
GEORGIA AVE	17TH ST to 13TH ST	508	4,640	2015	600	244	C	0.813	243	C	0.810
GEORGIA AVE	13TH ST to 7TH ST	506	1,958	2015	600	128	C	0.427	136	C	0.453
GEORGIA AVE	7TH ST to US 1	504	1,894	2015	600	137	C	0.457	127	C	0.423
GILSON RD	MARTIN C.L. to BECKER RD	111	10,500	2017	710	939	F	1.236	981	F	1.291
GILSON RD	BECKER RD to LAKERIDGE DR	111	10,500	2017	540	939	F	1.619	981	F	1.691
GLADES CUT-OFF RD	RANGE LINE RD to RESERVE BLVD	668	2,600	2017	1,070	184	B	0.484	231	B	0.608
GLADES CUT-OFF RD	RESERVE BLVD to COMMERCE CENTER DR	119	3,485	2016	1,070	322	B	0.847	322	B	0.847
GLADES CUT-OFF RD	CARLTON RD to RANGE LINE RD	668	2,600	2017	390	184	B	0.836	231	C	0.592
GLADES CUT-OFF RD	COMMERCE CENTER DR to MIDWAY RD	940279	2,611	2015	920	-	-	-	-	-	-
GLADES CUT-OFF RD	MIDWAY RD to JENKINS RD	115	9,100	2017	790	562	D	0.711	545	D	0.690
GLADES CUT-OFF RD	JENKINS RD to SELVITZ RD	113	6,176	2016	830	392	C	0.503	377	C	0.483
GRAHAM RD	KINGS HWY to JENKINS RD	669	3,400	2017	630	233	C	0.388	221	C	0.368
GREEN RIVER PKWY	MARTIN C.L. to CHARLESTON DR	319	4,339	2015	1,070	327	B	0.861	327	B	0.861
GREEN RIVER PKWY	CHARLESTON DR to MELALEUCA BLVD	319	4,339	2015	1,070	327	B	0.861	327	B	0.861
GREEN RIVER PKWY	MELALEUCA BLVD to WALTON RD	319	4,339	2015	1,070	327	B	0.861	327	B	0.861
HARTMAN RD	OKEECHOBEE RD to PETERSON RD	670	5,400	2017	750	357	C	0.965	328	C	0.886
HARTMAN RD	PETERSON RD to DELAWARE AVE	670	5,400	2017	540	357	D	0.661	328	D	0.607
HARTMAN RD	DELAWARE AVE to ORANGE AVE	670	5,400	2017	790	357	C	0.915	328	C	0.841
HEADER CANAL RD	OKEECHOBEE RD to ORANGE AVE	121	483	2015	670	28	B	0.127	28	B	0.127
HILLMOOR DR	US 1 to LENNARD RD	671	7,487	2016	790	426	D	0.539	365	C	0.936
I-95	GATLIN BLVD to ST LUCIE WEST BLVD	941901	74,692	2015	4,580	-	-	-	-	-	-
I-95	ST LUCIE WEST BLVD to MIDWAY RD	941904	58,368	2015	4,580	-	-	-	-	-	-
I-95	MIDWAY RD to OKEECHOBEE RD	941902	70,109	2015	4,580	-	-	-	-	-	-
I-95	OKEECHOBEE RD to ORANGE AVE	941903	45,500	2009	7,320	-	-	-	-	-	-

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MCNEIL RD	OKEECHOBEE RD to KIRBY LOOP RD	682	9,100	2017	790	480	D	0.608	499	D	0.632
MCNEIL RD	KIRBY LOOP RD to EDWARDS RD	682	9,100	2017	540	480	D	0.889	499	D	0.924
MCCARTY RD	WILLIAMS RD to MIDWAY RD	680	350	2017	540	30	C	0.111	32	C	0.119
MCCARTY RD	MIDWAY RD to OKEECHOBEE RD	681	300	2015	540	29	C	0.107	22	C	0.081
MELALEUCA BLVD	LENNARD RD to GREEN RIVER PKWY	683	10,500	2017	920	684	C	0.786	630	C	0.724
MIDWAY RD	EAST TORINO PKWY to MILNER DR	134	20,500	2017	880	1,084	F	1.232	1,085	F	1.233
MIDWAY RD	MILNER DR to W OF SELVITZ RD	134	20,500	2017	790	1,084	F	1.372	1,085	F	1.373
MIDWAY RD	OKEECHOBEE RD to SHINN RD	940732	4,742	2015	760	-	-	-	-	-	-
MIDWAY RD	SHINN RD to MCCARTY RD	940732	4,742	2015	630	-	-	-	-	-	-
MIDWAY RD	MCCARTY RD to I-95	940732	4,742	2015	700	-	-	-	-	-	-
MIDWAY RD	I-95 to GLADES CUT-OFF RD	945140	16,293	2015	2,100	-	-	-	-	-	-
MIDWAY RD	GLADES CUT-OFF RD to EAST TORINO PKWY	228	18,000	2017	2,100	1,105	C	0.550	1,037	C	0.516
MIDWAY RD	W OF SELVITZ RD to SELVITZ RD	134	20,500	2017	920	1,084	F	1.178	1,085	F	1.179
MIDWAY RD	SELVITZ RD to CHRISTENSEN RD	132	17,500	2017	920	912	D	0.991	896	D	0.974
MIDWAY RD	CHRISTENSEN RD to 25TH ST	132	17,500	2017	790	912	F	1.086	896	F	1.067
MIDWAY RD	25TH ST to SUNRISE BLVD	130	18,663	2016	790	1,018	F	1.212	935	F	1.113
MIDWAY RD	SUNRISE BLVD to OLEANDER AVE	130	18,663	2016	790	1,018	F	1.212	935	F	1.113
MIDWAY RD	OLEANDER AVE to US 1	242	15,533	2016	790	820	E	0.976	811	E	0.965
MIDWAY RD	US 1 to WALLACE ST	940023	3,600	2015	790	-	-	-	-	-	-
MIDWAY RD	WALLACE ST to WEATHERBEE RD	940023	3,600	2015	920	-	-	-	-	-	-
MIDWAY RD	WEATHERBEE RD to INDIAN RIVER DR	940023	3,600	2015	630	-	-	-	-	-	-
MORNINGSIDE BLVD	WESTMORELAND BLVD to PORT ST LUCIE BLVD	333	2,700	2017	920	162	C	0.186	155	C	0.178
MORNINGSIDE BLVD	PORT ST LUCIE BLVD to LYNGATE DR	331	4,637	2016	880	315	C	0.380	303	C	0.365
NEBRASKA AVE	25TH ST to 13TH ST	684	3,900	2017	1,710	242	C	0.314	204	C	0.265
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	621	6,900	2016	700	368	C	0.558	321	C	0.486

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PORT ST LUCIE BLVD	MORNINGSIDE BLVD to US 1	945072	39,062	2015	3,170	-	-	-	-	-	-
PRIMA VISTA BLVD	BAYSHORE BLVD to AIROSO BLVD	314	25,000	2017	2,100	1,138	C	0.566	1,192	C	0.593
PRIMA VISTA BLVD	AIROSO BLVD to FLORESTA DR	150	26,500	2017	2,100	1,220	C	0.607	1,144	C	0.569
PRIMA VISTA BLVD	FLORESTA DR to NARANJA AVE	148	39,000	2017	2,100	2,308	F	1.099	2,193	F	1.044
PRIMA VISTA BLVD	NARANJA AVE to RIO MAR DR	148	39,000	2017	2,000	2,308	F	1.154	2,193	F	1.097
PRIMA VISTA BLVD	RIO MAR DR to US 1	146	26,500	2017	2,100	1,213	C	0.603	1,402	C	0.698
PRIMA VISTA BLVD	US 1 to LENNARD RD	699	8,600	2017	1,710	522	C	0.678	526	C	0.683
RANGE LINE RD	MARTIN C.L. to BECKER RD	145	1,396	2015	1,080	111	B	0.271	135	B	0.329
RANGE LINE RD	BECKER RD to 2 MI S OF GLADES CUT-OFF RD	145	1,396	2015	1,080	111	B	0.271	135	B	0.329
RANGE LINE RD	2 MI S OF GLADES CUT-OFF RD to GLADES CUT-OF...	145	1,396	2015	1,080	111	B	0.271	135	B	0.329
RIO MAR DR	PRIMA VISTA BLVD to BEACH AVE	147	5,649	2016	750	288	C	0.778	360	C	0.973
RIO MAR DR	BEACH AVE to US 1	147	5,649	2016	790	288	C	0.738	360	C	0.923
ROSSER BLVD	APRICOT RD to GATLIN BLVD	948510	4,790	2015	920	-	-	-	-	-	-
ROSSER BLVD	PAAR DR to APRICOT RD	948510	4,790	2015	1,070	-	-	-	-	-	-
SAVONA BLVD	BECKER RD to PAAR DR	236	8,000	2017	790	775	D	0.981	694	D	0.878
SAVONA BLVD	PAAR DR to GATLIN BLVD	236	8,000	2017	750	775	E	0.969	694	D	0.925
SAVONA BLVD	GATLIN BLVD to CALIFORNIA BLVD	702	13,000	2017	790	707	D	0.895	686	D	0.868
SAVAGE BLVD	GATLIN BLVD to GALIANO RD	168	3,403	2015	920	233	C	0.268	212	C	0.244
SAVANNAH RD	US 1 to INDIAN RIVER DR	514	2,202	2015	540	136	C	0.504	149	C	0.552
SELVITZ RD	BAYSHORE BLVD to ST JAMES BLVD	948501	7,440	2015	750	-	-	-	-	-	-
SELVITZ RD	ST JAMES BLVD to MIDWAY RD	948501	7,440	2015	750	-	-	-	-	-	-
SELVITZ RD	MIDWAY RD to GLADES CUT-OFF RD	703	11,000	2017	700	807	F	1.153	883	F	1.261
SELVITZ RD	GLADES CUT-OFF RD to EDWARDS RD	704	13,000	2017	790	761	D	0.963	764	D	0.967
SHINN RD	MIDWAY RD to OKEECHOBEE RD	705	750	2017	580	49	C	0.096	47	C	0.092
SHINN RD	OKEECHOBEE RD to ORANGE AVE	149	731	2015	1,080	52	B	0.127	57	B	0.139

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)
*** Volumes, LOS and V/C values with " - " designation are associated with FDOT Count Stations and will need to have current FDOT volume data supplied before values can be generated properly.**

APPENDIX C

Ft Pierce Aggregate Recycling Facility
Committed Development Traffic (1)

Roadway	Link	Dir	AM PEAK HOUR						
			Precast Concrete (2)		Becker Parcel (3)		Redhawk Rebar		
			In/Out:	74	In/Out:	25	In/Out:	21	
			Distr.	15		73	Distr.	10	Total
Selvitz Road	Site to Glades Cut-Off Road	NB	35%	5	35%	9	80%	8	22
		SB	35%	26	35%	26	80%	17	69
	Midway Rd to Site	NB	65%	48	35%	9	20%	4	61
		SB	65%	10	35%	26	20%	2	38

Roadway	Link	Dir	PM PEAK HOUR						
			Precast Concrete (2)		Becker Parcel (3)		Redhawk Rebar		
			In/Out:	22	In/Out:	83	In/Out:	16	
			Distr.	76	Distr.	48	Distr.	14	Total
Selvitz Road	Site to Glades Cut-Off Road	NB	35%	26	35%	29	80%	12	67
		SB	35%	8	35%	17	80%	12	37
	Midway Rd to Site	NB	65%	14	35%	29	20%	4	47
		SB	65%	49	35%	17	20%	2	68

(1) Based on information provided from St. Lucie County Planning Department and City of Ft Pierce on approved and unbuilt projects.
(2) Based on the approved Ft.Pierce Precast Concrete Plant Traffic Study by PTC, dated August 30, 2016.
(3) Based on 131 Single family homes approved and not built for the Becker Parcel.

PC TRAFFIC STUDY DATED 8/31/18

Exhibit 2
Ft Pierce Precast Concrete Plant
Trip Generation

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips
General Heavy Industrial	120	75 Acre	6.75 /Acre	506
TOTALS				506

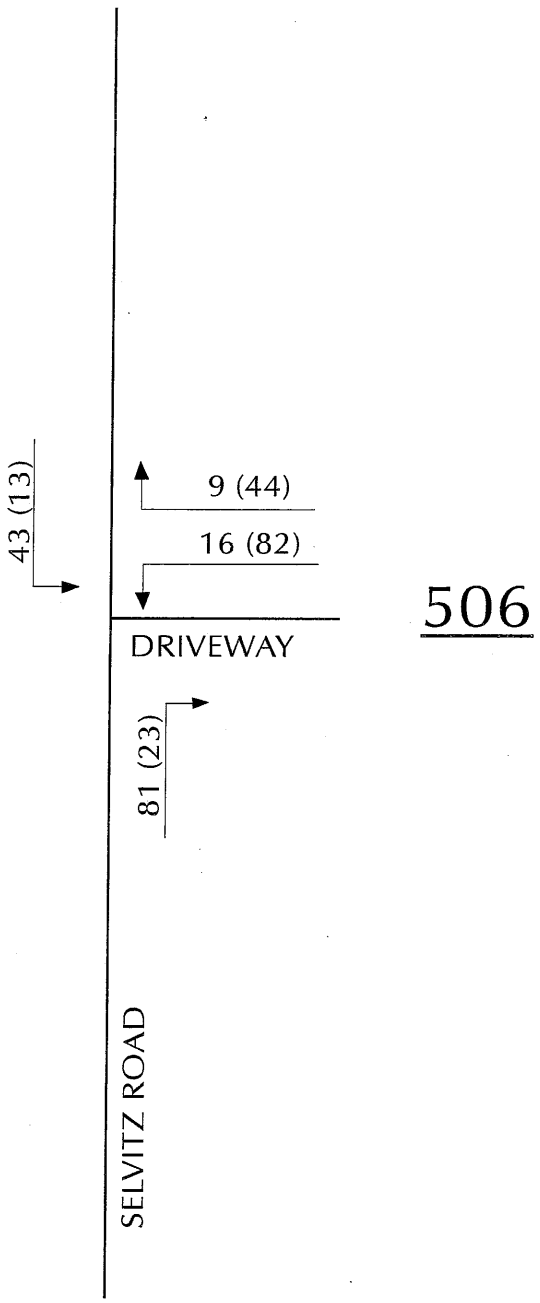
AM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		
				In	Out	Total
General Heavy Industrial	120	75 Acre	1.98 /Acre (83/17)	124	25	149
TOTALS				124	25	149

PM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		
				In	Out	Total
General Heavy Industrial	120	75 Acre	2.16 /Acre (22/78)	36	126	162
TOTALS				36	126	162

(1) Source: Palm Beach County and Institute of Transportation Engineers (ITE), Trip Generation, 9th Edition. Used peak hour in/out percentages from General Light Industrial, ITE Code 110.



LEGEND

5 - AM Peak Hour
(26) - PM Peak Hour
506 - ADT

8/25/16
16-071

FT PIERCE PRECAST CONCRETE PLANT

EXHIBIT 7
PROJECT DRIVEWAY VOLUMES

PTC

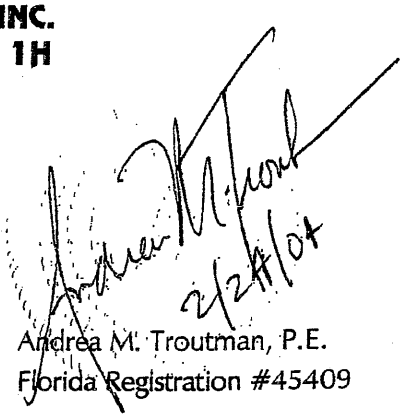
BECKER PARCEL
TRAFFIC IMPACT ANALYSIS

Prepared for

LBFH, INC.

Prepared by

PINDER TROUTMAN CONSULTING, INC.
2324 South Congress Avenue, Suite 1H
West Palm Beach, FL 33406
(561) 434-1644



Andrea M. Troutman, P.E.
Florida Registration #45409

#PTC04-035
February 24, 2004

Committed Projects Trip Generation

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips
Becker Parcel	210	131 DUs	9.52 /DU	1,247

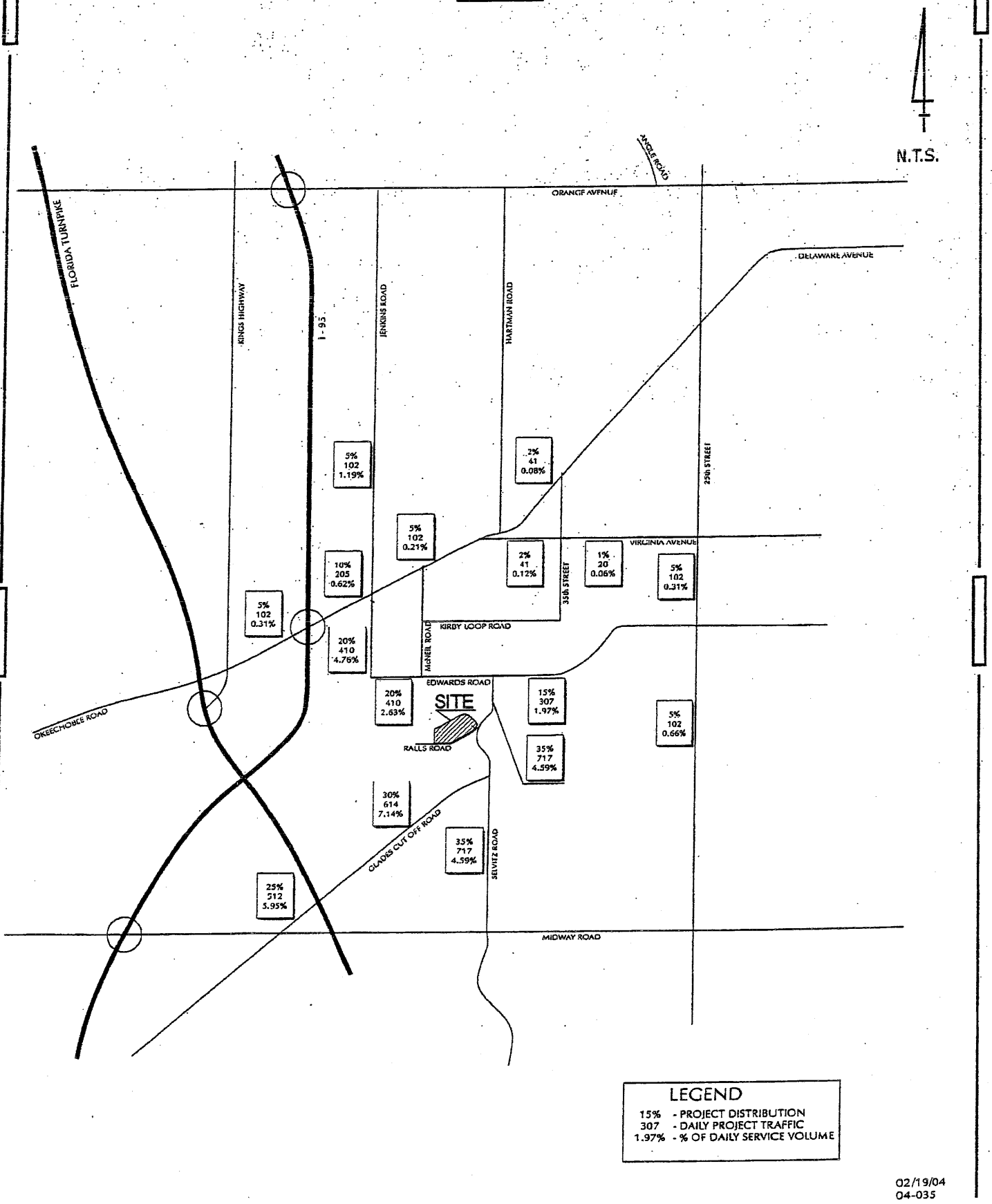
AM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		
				In	Out	Total
Becker Parcel	210	131 DUs	0.75 /DU (25/75)	25	73	98

PM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		
				In	Out	Total
Becker Parcel	210	131 DUs	1.00 /DU (63/37)	83	48	131

(1) Source: Institute of Transportation Engineers (ITE), Trip Generation, 9th Edition.



02/19/04
04-035

BECKER PARCEL

EXHIBIT 4
PROJECT TRAFFIC ASSIGNMENT

PTC

TRAFFIC IMPACT STATMENT

REDHAWK REBAR MANUFACTURING FACILITY
FORT PIERCE

Prepared By:

Culpepper and Terpening, Inc.
2980 S. 25th Street, Fort Pierce, FL
Authorization # 4286

Introduction:

Redhawk Rebar (Redhawk) is proposing to construct a new 40,000 square-foot, manufacturing facility on a 1.3 acre parcel of land, located west of CR 611B/Selvitz Road, approximately 1 mile south of CR 611/Edwards Road and 1.2 miles north of Midway Road in St. Lucie County, Florida. This facility will be constructed in two (2) phases, each approximately 20,000 square feet in area. Phase 1 construction is projected to begin in late 2018, and Phase two is projected to begin no sooner than 2021.

The particular property under Site Plan review is referenced as Lot 8 of the Ft. Pierce Business Park PNRD Subdivision, and was the subject of a previous Site Plan approval granted by St. Lucie County in 1990 for the commercial/industrial project referred to as Ft. Pierce Business Park, Lot 8 & 9. That particular project, included the adjoining Lot 9 of this subdivision, where the first 27,200 square feet of the project was constructed. Under St. Lucie County development guidelines, since a principal portion of this previously approved site plan was completed, the balance of the site plan project (the Ft. Pierce Business Park, Lot 8 & 9) and its associated impacts are considered to be 'vested' for future permitting purpose. The previously approved building on Lot 8 (totaling 32,000 sf) was never built.

This traffic statement addresses the net change in anticipated trip impacts to be generated by the operation of the Redhawk facility, after buildout, onto the local area transportation network.

Trip Generation:

Trip generation rates for the Redhawk facility are based on the ITE (Institute of Transportation Engineers) Trip Generation Manual (10th Edition), using the land use code #140, Manufacturing Use. Applying the rates under this heading to the proposed Redhawk site results in a project impact summary as follows:

TRIP RATES/ PER 1,000 SQ FEET (BY PHASE)

	TRIP RATE/1,000 SF			ADT	AM PEAK HR	PM PEAK HR
RATE/ SQ FT	3.82	PH 1	20,000	76.4		
AM PEAK	0.79		20,000		15.8	
PM PEAK	0.75		20,000			15.0
RATE/ SQ FT	2.13	PH 2	20,000	76.4		
AM PEAK	~~0.39~~		20,000		15.8	
PM PEAK	~~0.4~~		20,000			15.0
				152.8	31.6	30.0

Based on the application of these trip rates, the Average Daily Trip (ADT) generation for this particular land use category, at buildout, results in an estimated 152.8 trip impacts onto the local area network. Noting that the subject site has already received a prior site plan approval from St. Lucie County (1990) for development of up to 32,000 square feet of industrial/commercial uses, and as an existing approved development project, the trip impacts from this property are presumably already factored as part of the existing plus committed (E+C) impacts onto the area network, it may be concluded that there are no 'new impacts' from the *first phase and approximately half of the second phase of* development on this location onto the area network. In the case of the second phase of the proposed, since 12,000 square feet can be seen as being 'vested', only 6,000 square feet needs to be addressed.

Applying these same rates as shown in the above Trip Generation Table, the projected impacts from this remaining 6,000 square feet onto the local area network are estimated to be:

TRIP RATES/ PER 1,000 SQ FEET (Net New Area)

	TRIP RATE/1,000 SF			ADT	AM PEAK HR	PM PEAK HR
RATE/ SQ FT	2.13	PH 2	6,000	22.92		
AM PEAK	0.39		6,000		4.7	
PM PEAK	0.4		6,000			4.5
				22.92	4.7	4.5

Background Traffic:

Existing background traffic within the radius of impact from the project site includes CR 611/Edwards Road; CR 611B/Selvitz Road; CR 709/Glades Cutoff Road and CR 712/West Midway Road.

The existing traffic volumes provided in the Fall 2017 St. Lucie County TPO Traffic Counts and Level of Service (LOS) Report show that CR 611B/Selvitz Road has an AADT of 11,000 from CR 712/W. Midway Road to CR 611/Edwards Road. In addition, the PM peak hour directional volume of this roadway north of CR 712/W. Midway Road is 883, and south of CR 611/Edwards Road is 764.

CR 611/Edwards Road has an AADT of 10,500 west of CR 611B/Selvitz Road and 14,500 to the east. The PM peak hour directional volume west of CR 611B/Selvitz Road is 549 and east to SR 615/South 25th Street is 781.

CR 709/Glades Cutoff Road has an AADT of 9,100 from CR 712/Midway Road to Jenkins Road and 6,176 from Jenkins Road to CR 611B/Selvitz Road. The PM peak hour directional volume north of CR 712/W. Midway Road is 545 and south of CR 611B/Selvitz Road is 377.

CR 712/W. Midway Road has an AADT of 20,500 west of CR 611B/Selvitz Road and 17,500 to the east. The PM peak hour directional volume west of CR 611B/Selvitz Road is 1,085 and east to CR 615/South 25th Street is 896.

Trip Distribution:

It is conservatively estimated that the project distribution of trips on CR 611B/Selvitz Road are such that approximately 80% of the overall trips will come from the north and 20% from the south. The distribution is based upon the assumption that the majority of employees and deliveries will be from the Fort Pierce

APPENDIX D

SHORT REPORT

General Information		Site Information	
Analyst	PTC	Intersection	Midway Rd & Selvitz Rd
Agency or Co.	#18-090	Area Type	All other areas
Date Performed	3/19/19	Jurisdiction	SLC
Time Period	AM Peak Hour	Analysis Year	2022 Optimized Timing

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	2	2	1	1	2	0	2	2	0	1	2	0
Lane Group	L	T	R	L	TR		L	TR		L	TR	
Volume (vph)	114	657	94	60	547	87	168	317	69	72	107	138
% Heavy Vehicles	5	5	5	5	5	5	5	5	5	5	5	5
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0	2.0	2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	3	3	3	3		3	3		3	3	
Unit Extension	3.0	3.0	3.0	3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0	12.0	12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0	0	0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	

Phasing	Excl. Left	Thru & RT	03	04	Excl. Left	Thru & RT	07	08
Timing	G = 16.0	G = 40.0	G =	G =	G = 18.0	G = 30.0	G =	G =
	Y = 6	Y = 6	Y =	Y =	Y = 6	Y = 6	Y =	Y =

Duration of Analysis (hrs) = 0.25 — Cycle Length C = 128.0

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate	120	692	99	63	668		177	407		76	258	
Lane Group Capacity	417	1077	769	215	1054		469	786		242	739	
v/c Ratio	0.29	0.64	0.13	0.29	0.63		0.38	0.52		0.31	0.35	
Green Ratio	0.13	0.31	0.50	0.13	0.31		0.14	0.23		0.14	0.23	
Uniform Delay d_1	50.8	37.8	17.1	50.9	37.7		49.9	42.7		49.4	40.9	
Delay Factor k	0.11	0.22	0.11	0.11	0.21		0.11	0.12		0.11	0.11	
Incremental Delay d_2	0.4	1.3	0.1	0.8	1.3		0.5	0.6		0.7	0.3	
PF Factor	1.000	1.000	1.000	1.000	1.000		1.000	1.000		1.000	1.000	
Control Delay	51.2	39.2	17.2	51.6	39.0		50.4	43.3		50.2	41.1	
Lane Group LOS	D	D	B	D	D		D	D		D	D	
Approach Delay	38.4			40.1			45.5			43.2		
Approach LOS	D			D			D			D		
Intersection Delay	41.1			Intersection LOS						D		

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SHORT REPORT

General Information		Site Information	
Analyst	*PTC*	Intersection	*Midway Rd & Selvitz Rd*
Agency or Co.	*#18-090*	Area Type	*All other areas*
Date Performed	*3/19/19*	Jurisdiction	*SLC*
Time Period	*PM Peak Hour*	Analysis Year	*2022 Optimized timing*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	*2*	*2*	*1*	*1*	*2*	*0*	*2*	*2*	*0*	*1*	*2*	*0*
Lane Group	*L*	*T*	*R*	*L*	*TR*		*L*	*TR*		*L*	*TR*	
Volume (vph)	*134*	*619*	*218*	*86*	*581*	*43*	*96*	*123*	*45*	*80*	*315*	*132*
% Heavy Vehicles	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*5*
PHF	*0.95*	*0.95*	*0.95*	*0.95*	*0.95*	*0.95*	*0.95*	*0.95*	*0.95*	*0.95*	*0.95*	*0.95*
Pretimed/Actuated (P/A)	*A*	*A*	*A*	*A*	*A*	*A*	*A*	*A*	*A*	*A*	*A*	*A*
Startup Lost Time	*2.0*	*2.0*	*2.0*	*2.0*	*2.0*		*2.0*	*2.0*		*2.0*	*2.0*	
Extension of Effective Green	*2.0*	*2.0*	*2.0*	*2.0*	*2.0*		*2.0*	*2.0*		*2.0*	*2.0*	
Arrival Type	*3*	*3*	*3*	*3*	*3*		*3*	*3*		*3*	*3*	
Unit Extension	*3.0*	*3.0*	*3.0*	*3.0*	*3.0*		*3.0*	*3.0*		*3.0*	*3.0*	
Ped/Bike/RTOR Volume	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
Lane Width	*12.0*	*12.0*	*12.0*	*12.0*	*12.0*		*12.0*	*12.0*		*12.0*	*12.0*	
Parking/Grade/Parking	*N*	*0*	*N*	*N*	*0*	*N*	*N*	*0*	*N*	*N*	*0*	*N*
Parking/Hour												
Bus Stops/Hour	*0*	*0*	*0*	*0*	*0*		*0*	*0*		*0*	*0*	
Minimum Pedestrian Time		*3.2*			*3.2*			*3.2*			*3.2*	

Phasing	Excl. Left	Thru & RT	03	04	Excl. Left	Thru & RT	07	08
Timing	G = *16.0*	G = *40.0*	G =	G =	G = *18.0*	G = *30.0*	G =	G =
	Y = *6*	Y = *6*	Y =	Y =	Y = *6*	Y = *6*	Y =	Y =
Duration of Analysis (hrs) = *0.25*					Cycle Length C = *128.0*			

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate	*141*	*652*	*229*	*91*	*657*		*101*	*176*		*84*	*471*	
Lane Group Capacity	*417*	*1077*	*769*	*215*	*1066*		*469*	*775*		*242*	*772*	
v/c Ratio	*0.34*	*0.61*	*0.30*	*0.42*	*0.62*		*0.22*	*0.23*		*0.35*	*0.61*	
Green Ratio	*0.13*	*0.31*	*0.50*	*0.13*	*0.31*		*0.14*	*0.23*		*0.14*	*0.23*	
Uniform Delay d_1	*51.2*	*37.3*	*18.8*	*51.7*	*37.5*		*48.7*	*39.6*		*49.7*	*43.8*	
Delay Factor k	*0.11*	*0.19*	*0.11*	*0.11*	*0.20*		*0.11*	*0.11*		*0.11*	*0.20*	
Incremental Delay d_2	*0.5*	*1.0*	*0.2*	*1.3*	*1.1*		*0.2*	*0.2*		*0.9*	*1.4*	
PF Factor	*1.000*	*1.000*	*1.000*	*1.000*	*1.000*		*1.000*	*1.000*		*1.000*	*1.000*	
Control Delay	*51.6*	*38.3*	*19.0*	*53.1*	*38.5*		*49.0*	*39.8*		*50.6*	*45.2*	
Lane Group LOS	*D*	*D*	*B*	*D*	*D*		*D*	*D*		*D*	*D*	
Approach Delay	*35.8*			*40.3*			*43.1*			*46.0*		
Approach LOS	*D*			*D*			*D*			*D*		
Intersection Delay	*40.1*			Intersection LOS						*D*		

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INTERSECTION ANALYSIS SHEET
Ft Pierce Aggregate Recycling Facility

Midway Rd & Selvitz Rd

Growth 2017 - 2022	1.62%
Growth 2008 - 2017:	0.65%
Peak Season =	1.13
Buildout Year =	2022

AM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/18/08)	129	244	53	53	82	100	78	506	73	46	421	64
Peak Season Volume	**146**	**276**	**60**	**60**	**93**	**113**	**88**	**572**	**82**	**52**	**476**	**72**
Growth 2008 - 2017	9	17	4	4	6	7	5	34	5	3	29	4
Growth 2017 - 2022	13	24	5	5	8	10	8	51	7	5	42	6
Total Growth	**22**	**41**	**9**	**9**	**14**	**17**	**13**	**85**	**12**	**8**	**71**	**10**
% Project Traffic	0%	2%	0%	18%	2%	45%	45%	0%	0%	0%	0%	18%
Direction	in	in	in	out	out	out	in	in	in	out	out	in
Project Traffic	**0**	**1**	**0**	**3**	**0**	**8**	**13**	**0**	**0**	**0**	**0**	**5**
Total	**168**	**317**	**69**	**72**	**107**	**138**	**114**	**657**	**94**	**60**	**547**	**87**

PM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/18/08)	74	95	35	57	243	92	96	477	168	66	448	31
Peak Season Volume	**84**	**107**	**40**	**64**	**275**	**104**	**108**	**539**	**190**	**75**	**506**	**35**
Growth 2008 - 2017	5	6	2	4	16	6	7	32	11	4	30	2
Growth 2017 - 2022	7	9	3	6	24	9	10	48	17	7	45	3
Total Growth	**12**	**15**	**5**	**10**	**40**	**15**	**17**	**80**	**28**	**11**	**75**	**5**
% Project Traffic	0%	2%	0%	18%	2%	45%	45%	0%	0%	0%	0%	18%
Direction	in	in	in	out	out	out	in	in	in	out	out	in
Project Traffic	**0**	**0**	**0**	**5**	**1**	**13**	**9**	**0**	**0**	**0**	**0**	**3**
Total	**96**	**123**	**45**	**80**	**315**	**132**	**134**	**619**	**218**	**86**	**581**	**43**

3/19/2019 18:19

TRAFFIC SURVEY SPECIALISTS, INC.
624 GARDENIA TERRACE
DELRAY BEACH, FLORIDA 33444
(561) 272-3255 FAX (561) 272-4381

MIDWAY ROAD & SELVITZ ROAD
PORT ST LUCIE, FLORIDA
COUNTED BY: MAXIE ESPINOSA
SIGNALIZED

Site Code : 00080161
Start Date: 09/18/08
File I.D. : MIDWSELV
Page : 1

ALL VEHICLES

	SELVITZ ROAD From North				MIDWAY ROAD From East				SELVITZ ROAD From South				MIDWAY ROAD From West				
	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	Total
Date 09/18/08																	
07:00	0	6	17	20	0	8	65	11	0	26	39	10	0	17	85	11	315
07:15	0	10	18	16	0	7	91	14	0	34	63	11	0	26	97	17	404
07:30	0	13	18	24	0	12	98	12	0	23	68	18	0	28	145	19	478
07:45	0	21	12	28	0	14	132	29	0	37	70	11	0	26	156	15	551
Hr Total	0	50	65	88	0	41	386	66	0	120	240	50	0	97	483	62	1748
08:00	0	9	30	30	0	10	77	10	0	38	52	16	0	18	105	21	416
08:15	0	10	22	18	0	10	114	13	0	31	54	8	0	6	100	18	404
08:30	0	8	19	18	0	2	103	8	0	25	36	14	0	24	102	16	375
08:45	0	16	24	10	0	5	93	10	0	23	43	6	0	21	78	24	353
Hr Total	0	43	95	76	0	27	387	41	0	117	185	44	0	69	385	79	1548
* BREAK *																	
16:00	0	8	44	25	0	16	108	9	0	24	22	11	0	18	129	45	459
16:15	0	15	47	14	0	12	115	12	0	25	34	8	0	21	117	36	456
16:30	1	16	67	28	0	13	102	7	0	18	19	8	0	22	120	37	458
16:45	0	13	54	20	0	16	92	8	0	16	25	11	0	24	109	39	427
Hr Total	1	52	212	87	0	57	417	36	0	83	100	38	0	85	475	157	1800
17:00	0	18	48	18	0	15	132	8	0	21	22	5	0	28	139	57	511
17:15	0	9	74	26	0	22	122	8	0	19	29	11	0	22	109	35	486
17:30	0	10	42	29	0	24	120	9	0	11	30	16	0	8	97	43	439
17:45	0	10	40	20	0	26	116	6	0	16	27	9	0	17	99	20	406
Hr Total	0	47	204	93	0	87	490	31	0	67	108	41	0	75	444	155	1842
TOTAL	1	192	576	344	0	212	1680	174	0	387	633	173	0	326	1787	453	6938

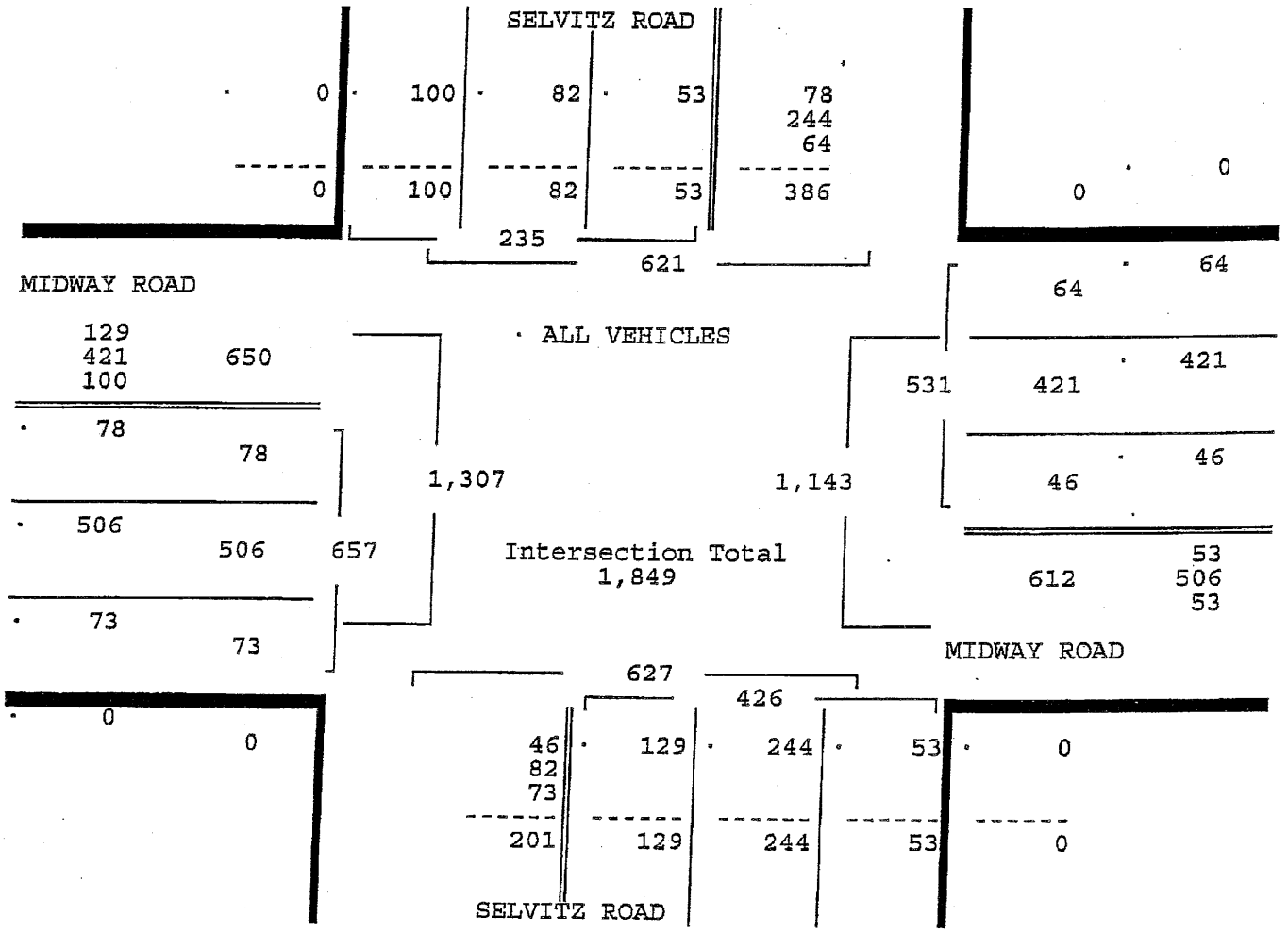
TRAFFIC SURVEY SPECIALISTS, INC.
624 GARDENIA TERRACE
DELRAY BEACH, FLORIDA 33444
(561) 272-3255 FAX (561) 272-4381

MIDWAY ROAD & SELVITZ ROAD
PORT ST LUCIE, FLORIDA
COUNTED BY: MAXIE ESPINOSA
SIGNALIZED

Site Code : 00080161
Start Date: 09/18/08
File I.D. : MIDWSELV

ALL VEHICLES

	SELVITZ ROAD From North				MIDWAY ROAD From East				SELVITZ ROAD From South				MIDWAY ROAD From West				
	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	Total
Date 09/18/08																	
Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 09:00 on 09/18/08																	
Peak start 07:30					07:30				07:30				07:30				
Volume	0	53	82	100	0	46	421	64	0	129	244	53	0	78	506	73	
Percent	0%	23%	35%	43%	0%	9%	79%	12%	0%	30%	57%	12%	0%	12%	77%	11%	
Pk total	235				531				426				657				
Highest	08:00				07:45				07:45				07:45				
Volume	0	9	30	30	0	14	132	29	0	37	70	11	0	26	156	15	
Hi total	69				175				118				197				
PHF	.85				.76				.90				.83				



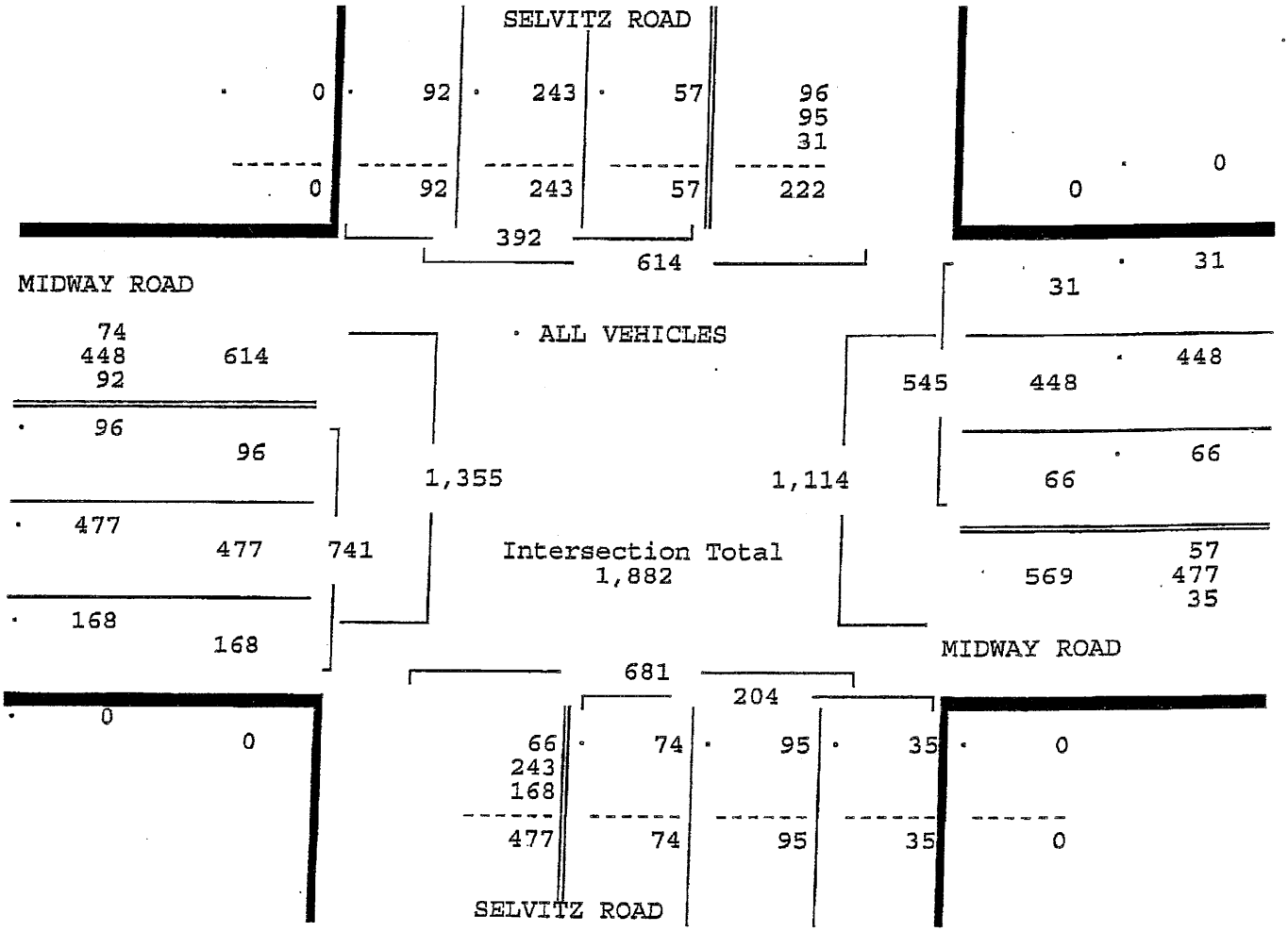
MIDWAY ROAD & SELVITZ ROAD
PORT ST LUCIE, FLORIDA
COUNTED BY: MAXIE ESPINOSA
SIGNALIZED

TRAFFIC SURVEY SPECIALISTS, INC.
624 GARDENIA TERRACE
DELRAY BEACH, FLORIDA 33444
(561) 272-3255 FAX (561) 272-4381

Site Code : 00080161
Start Date: 09/18/08
File I.D. : MIDWSELV

ALL VEHICLES

	SELVITZ ROAD From North				MIDWAY ROAD From East				SELVITZ ROAD From South				MIDWAY ROAD From West				
	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	Total
Date 09/18/08																	
Peak Hour Analysis By Entire Intersection for the Period: 16:00 to 18:00 on 09/18/08																	
Peak start	16:30				16:30				16:30				16:30				
Volume	1	56	243	92	0	66	448	31	0	74	95	35	0	96	477	168	
Percent	0%	14%	62%	23%	0%	12%	82%	6%	0%	36%	47%	17%	0%	13%	64%	23%	
Pk total	392				545				204				741				
Highest	16:30				17:00				17:15				17:00				
Volume	1	16	67	28	0	15	132	8	0	19	29	11	0	28	139	57	
Hi total	112				155				59				224				
PHF	.88				.88				.86				.83				

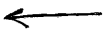


2008 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL

CATEGORY: 9401 CEN.-W OF US1 TO I95

MOCF: 0.94

WEEK	DATES	SF	PSCF
1	01/01/2008 - 01/05/2008	0.99	1.06
2	01/06/2008 - 01/12/2008	0.98	1.05
3	01/13/2008 - 01/19/2008	0.97	1.04
* 4	01/20/2008 - 01/26/2008	0.96	1.03
* 5	01/27/2008 - 02/02/2008	0.94	1.00
* 6	02/03/2008 - 02/09/2008	0.93	0.99
* 7	02/10/2008 - 02/16/2008	0.91	0.97
* 8	02/17/2008 - 02/23/2008	0.92	0.98
* 9	02/24/2008 - 03/01/2008	0.92	0.98
*10	03/02/2008 - 03/08/2008	0.92	0.98
*11	03/09/2008 - 03/15/2008	0.93	0.99
*12	03/16/2008 - 03/22/2008	0.93	0.99
*13	03/23/2008 - 03/29/2008	0.94	1.00
*14	03/30/2008 - 04/05/2008	0.95	1.02
*15	04/06/2008 - 04/12/2008	0.95	1.02
*16	04/13/2008 - 04/19/2008	0.96	1.03
17	04/20/2008 - 04/26/2008	0.97	1.04
18	04/27/2008 - 05/03/2008	0.98	1.05
19	05/04/2008 - 05/10/2008	0.99	1.06
20	05/11/2008 - 05/17/2008	1.00	1.07
21	05/18/2008 - 05/24/2008	1.00	1.07
22	05/25/2008 - 05/31/2008	1.01	1.08
23	06/01/2008 - 06/07/2008	1.02	1.09
24	06/08/2008 - 06/14/2008	1.02	1.09
25	06/15/2008 - 06/21/2008	1.03	1.10
26	06/22/2008 - 06/28/2008	1.04	1.11
27	06/29/2008 - 07/05/2008	1.06	1.13
28	07/06/2008 - 07/12/2008	1.07	1.14
29	07/13/2008 - 07/19/2008	1.09	1.17
30	07/20/2008 - 07/26/2008	1.08	1.15
31	07/27/2008 - 08/02/2008	1.08	1.15
32	08/03/2008 - 08/09/2008	1.08	1.15
33	08/10/2008 - 08/16/2008	1.08	1.15
34	08/17/2008 - 08/23/2008	1.08	1.15
35	08/24/2008 - 08/30/2008	1.07	1.14
36	08/31/2008 - 09/06/2008	1.07	1.14
37	09/07/2008 - 09/13/2008	1.06	1.13
38	09/14/2008 - 09/20/2008	1.06	1.13
39	09/21/2008 - 09/27/2008	1.05	1.12
40	09/28/2008 - 10/04/2008	1.04	1.11
41	10/05/2008 - 10/11/2008	1.03	1.10
42	10/12/2008 - 10/18/2008	1.02	1.09
43	10/19/2008 - 10/25/2008	1.01	1.08
44	10/26/2008 - 11/01/2008	1.01	1.08
45	11/02/2008 - 11/08/2008	1.00	1.07
46	11/09/2008 - 11/15/2008	1.00	1.07
47	11/16/2008 - 11/22/2008	1.00	1.07
48	11/23/2008 - 11/29/2008	1.00	1.07
49	11/30/2008 - 12/06/2008	0.99	1.06
50	12/07/2008 - 12/13/2008	0.99	1.06
51	12/14/2008 - 12/20/2008	0.99	1.06
52	12/21/2008 - 12/27/2008	0.98	1.05
53	12/28/2008 - 12/31/2008	0.97	1.04



* PEAK SEASON

St. Lucie County

ECONOLITE

MOVING TRAFFIC FORWARD

00026 - MIDWAY RD @ SELVITZ RD - Econolite Type - Cobalt

Controller Timing Plan (MM) 2-1

Plan 1 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	N-L	S-T	E-L	W-T	S-L	N-T	W-L	E-T	N	N	N	N	N	N	N	N
Min Green	10	10	12	10	10	10	10	10	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	24	0	26	0	26	0	29	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	5.0	3.0	5.0	5.0	5.0	3.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	14	60	22	24	13	60	16	24	35	35	35	35	35	35	35	35
Max2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

SHORT REPORT

General Information		Site Information	
Analyst	PTC	Intersection	Edwards Rd & Selvitz Rd
Agency or Co.	#18-090	Area Type	All other areas
Date Performed	3/19/19	Jurisdiction	SLC
Time Period	AM Peak Hour	Analysis Year	2022 - Proposed Timing

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes		1	0	1	1		1		1			
Lane Group		TR		L	T		L		R			
Volume (vph)		327	271	307	426		486		476			
% Heavy Vehicles		5	5	5	5		5		5			
PHF		0.95	0.95	0.95	0.95		0.95		0.95			
Pretimed/Actuated (P/A)		A	A	A	A		A		A			
Startup Lost Time		2.0		2.0	2.0		2.0		2.0			
Extension of Effective Green		2.0		2.0	2.0		2.0		2.0			
Arrival Type		3		3	3		3		3			
Unit Extension		3.0		3.0	3.0		3.0		3.0			
Ped/Bike/RTOR Volume	0	0	0	0	0		0	0	60	0	0	
Lane Width		12.0		12.0	12.0		12.0		12.0			
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour		0		0	0		0		0			
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	

Phasing	WB Only	EW Perm	03	04	NB Only	06	07	08
Timing	G = 13.0	G = 42.0	G =	G =	G = 35.0	G =	G =	G =
	Y = 5	Y = 5	Y =	Y =	Y = 6	Y =	Y =	Y =
Duration of Analysis (hrs) = 0.25						Cycle Length C = 106.0		

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		629		323	448		512		438			
Lane Group Capacity		673		358	1025		568		508			
v/c Ratio		0.93		0.90	0.44		0.90		0.86			
Green Ratio		0.40		0.57	0.57		0.33		0.33			
Uniform Delay d_1		30.7		18.1	13.3		33.9		33.2			
Delay Factor k		0.45		0.42	0.11		0.42		0.39			
Incremental Delay d_2		20.3		25.1	0.3		17.6		14.2			
PF Factor		1.000		1.000	1.000		1.000		1.000			
Control Delay		51.0		43.2	13.6		51.4		47.4			
Lane Group LOS		D		D	B		D		D			
Approach Delay	51.0			26.0			49.6					
Approach LOS	D			C			D					
Intersection Delay	42.2			Intersection LOS			D					

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SHORT REPORT

General Information		Site Information	
Analyst	*PTC*	Intersection	*Edward Rd & Selvitz Rd*
Agency or Co.	*#18-090*	Area Type	*All other areas*
Date Performed	*3/19/19*	Jurisdiction	*SLC*
Time Period	*PM Peak Hour*	Analysis Year	*2022 Proposed Timing*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes		1	0	1	1		1		1			
Lane Group		TR		L	T		L		R			
Volume (vph)		451	377	350	446		334		411			
% Heavy Vehicles		5	5	5	5		5		5			
PHF		0.95	0.95	0.95	0.95		0.95		0.95			
Pretimed/Actuated (P/A)		A	A	A	A		A		A			
Startup Lost Time		2.0		2.0	2.0		2.0		2.0			
Extension of Effective Green		2.0		2.0	2.0		2.0		2.0			
Arrival Type		3		3	3		3		3			
Unit Extension		3.0		3.0	3.0		3.0		3.0			
Ped/Bike/RTOR Volume	0	0	0	0	0		0	0	60	0	0	
Lane Width		12.0		12.0	12.0		12.0		12.0			
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour		0		0	0		0		0			
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	

Phasing	WB Only	EW Perm	03	04	NB Only	06	07	08
Timing	G = 12.0	G = 55.0	G =	G =	G = 23.0	G =	G =	G =
	Y = 5	Y = 5	Y =	Y =	Y = 6	Y =	Y =	Y =
Duration of Analysis (hrs) = 0.25						Cycle Length C = 106.0		

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		872		368	469		352		369			
Lane Group Capacity		881		386	1229		373		595			
v/c Ratio		0.99		0.95	0.38		0.94		0.62			
Green Ratio		0.52		0.68	0.68		0.22		0.39			
Uniform Delay d_1		25.2		17.4	7.4		40.9		26.2			
Delay Factor k		0.49		0.46	0.11		0.46		0.20			
Incremental Delay d_2		27.7		33.8	0.2		32.4		2.0			
PF Factor		1.000		1.000	1.000		1.000		1.000			
Control Delay		52.9		51.2	7.6		73.2		28.2			
Lane Group LOS		D		D	A		E		C			
Approach Delay	52.9			26.7			50.2					
Approach LOS	D			C			D					
Intersection Delay	43.1			Intersection LOS			D					

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SHORT REPORT

General Information		Site Information	
Analyst	*PTC*	Intersection	*Edwards Rd & Selvitz Rd*
Agency or Co.	*#18-090*	Area Type	*All other areas*
Date Performed	*3/19/19*	Jurisdiction	*SLC*
Time Period	*AM Peak Hour*	Analysis Year	*2022 Existing Timing*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes		*1*	*0*	*1*	*1*		*1*		*1*			
Lane Group		*TR*		*L*	*T*		*L*		*R*			
Volume (vph)		*327*	*271*	*307*	*426*		*486*		*476*			
% Heavy Vehicles		*5*	*5*	*5*	*5*		*5*		*5*			
PHF		*0.95*	*0.95*	*0.95*	*0.95*		*0.95*		*0.95*			
Pretimed/Actuated (P/A)		*A*	*A*	*A*	*A*		*A*		*A*			
Startup Lost Time		*2.0*		*2.0*	*2.0*		*2.0*		*2.0*			
Extension of Effective Green		*2.0*		*2.0*	*2.0*		*2.0*		*2.0*			
Arrival Type		*3*		*3*	*3*		*3*		*3*			
Unit Extension		*3.0*		*3.0*	*3.0*		*3.0*		*3.0*			
Ped/Bike/RTOR Volume	*0*	*0*	*0*	*0*	*0*		*0*	*0*	*60*	*0*	*0*	
Lane Width		*12.0*		*12.0*	*12.0*		*12.0*		*12.0*			
Parking/Grade/Parking	*N*	*0*	*N*	*N*	*0*	*N*	*N*	*0*	*N*	*N*	*0*	*N*
Parking/Hour												
Bus Stops/Hour		*0*		*0*	*0*		*0*		*0*			
Minimum Pedestrian Time		*3.2*			*3.2*			*3.2*			*3.2*	

Phasing	WB Only	EW Perm	03	04	NB Only	06	07	08
Timing	G = *15.0*	G = *35.0*	G =	G =	G = *40.0*	G =	G =	G =
	Y = *5*	Y = *5*	Y =	Y =	Y = *6*	Y =	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *106.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		*629*		*323*	*448*		*512*		*438*			
Lane Group Capacity		*561*		*317*	*939*		*649*		*580*			
v/c Ratio		*1.12*		*1.02*	*0.48*		*0.79*		*0.76*			
Green Ratio		*0.33*		*0.52*	*0.52*		*0.38*		*0.38*			
Uniform Delay d_1		*35.5*		*30.7*	*16.3*		*29.3*		*28.7*			
Delay Factor k		*0.50*		*0.50*	*0.11*		*0.34*		*0.31*			
Incremental Delay d_2		*75.9*		*55.5*	*0.4*		*6.5*		*5.6*			
PF Factor		*1.000*		*1.000*	*1.000*		*1.000*		*1.000*			
Control Delay		*111.4*		*86.2*	*16.7*		*35.8*		*34.4*			
Lane Group LOS		*F*		*F*	*B*		*D*		*C*			
Approach Delay	*111.4*			*45.8*			*35.1*					
Approach LOS	*F*			*D*			*D*					
Intersection Delay	*59.0*			Intersection LOS			*E*					

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HCS+™ Version 5.5

Generated: 3/19/2019 6:44 PM

SHORT REPORT

General Information		Site Information	
Analyst	PTC	Intersection	Edward Rd & Selvitz Rd
Agency or Co.	#18-090	Area Type	All other areas
Date Performed	3/19/19	Jurisdiction	SLC
Time Period	PM Peak Hour	Analysis Year	2022 Existing Timing

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes		1	0	1	1		1		1			
Lane Group		TR		L	T		L		R			
Volume (vph)		451	377	350	446		334		411			
% Heavy Vehicles		5	5	5	5		5		5			
PHF		0.95	0.95	0.95	0.95		0.95		0.95			
Pretimed/Actuated (P/A)		A	A	A	A		A		A			
Startup Lost Time		2.0		2.0	2.0		2.0		2.0			
Extension of Effective Green		2.0		2.0	2.0		2.0		2.0			
Arrival Type		3		3	3		3		3			
Unit Extension		3.0		3.0	3.0		3.0		3.0			
Ped/Bike/RTOR Volume	0	0	0	0	0		0	0	60	0	0	
Lane Width		12.0		12.0	12.0		12.0		12.0			
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour		0		0	0		0		0			
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	

Phasing	WB Only	EW Perm	03	04	NB Only	06	07	08
Timing	G = 15.0	G = 35.0	G =	G =	G = 40.0	G =	G =	G =
	Y = 5	Y = 5	Y =	Y =	Y = 6	Y =	Y =	Y =

Duration of Analysis (hrs) = 0.25 | Cycle Length C = 106.0

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		872		368	469		352		369			
Lane Group Capacity		561		311	939		649		580			
v/c Ratio		1.55		1.18	0.50		0.54		0.64			
Green Ratio		0.33		0.52	0.52		0.38		0.38			
Uniform Delay d_1		35.5		22.0	16.6		25.8		27.0			
Delay Factor k		0.50		0.50	0.11		0.14		0.22			
Incremental Delay d_2		258.2		110.4	0.4		0.9		2.3			
PF Factor		1.000		1.000	1.000		1.000		1.000			
Control Delay		293.7		132.4	17.0		26.8		29.4			
Lane Group LOS		F		F	B		C		C			
Approach Delay	293.7			67.7			28.1					
Approach LOS	F			E			C					
Intersection Delay	137.0			Intersection LOS			F					

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INTERSECTION ANALYSIS SHEET
Ft Pierce Aggregate Recycling Facility

Edwards Rd & Selvitz Rd

Growth	4.87%
Peak Season =	1.12
Buildout Year =	2022
Years =	6

AM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (8/24/16)	325	0	317	0	0	0	0	220	180	202	286	0
Peak Season Volume	**364**	**0**	**355**	**0**	**0**	**0**	**0**	**246**	**202**	**226**	**320**	**0**
Growth 2016 - 2022	120	0	117	0	0	0	0	81	67	75	106	0
Total Growth	**120**	**0**	**117**	**0**	**0**	**0**	**0**	**81**	**67**	**75**	**106**	**0**
% Project Traffic	10%	0%	20%	0%	0%	0%	0%	0%	10%	20%	0%	0%
Direction	out	in	out	out	in	out	in	in	in	in	out	in
Project Traffic	**2**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**3**	**6**	**0**	**0**
Total	**486**	**0**	**476**	**0**	**0**	**0**	**0**	**327**	**271**	**307**	**426**	**0**

PM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (8/24/16)	222	0	272	0	0	0	0	303	252	232	299	0
Peak Season Volume	**249**	**0**	**305**	**0**	**0**	**0**	**0**	**339**	**282**	**260**	**335**	**0**
Growth 2016 - 2022	82	0	101	0	0	0	0	112	93	86	111	0
Total Growth	**82**	**0**	**101**	**0**	**0**	**0**	**0**	**112**	**93**	**86**	**111**	**0**
% Project Traffic	10%	0%	20%	0%	0%	0%	0%	0%	10%	20%	0%	0%
Direction	out	in	out	out	in	out	in	in	in	in	out	in
Project Traffic	**3**	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**2**	**4**	**0**	**0**
Total	**334**	**0**	**411**	**0**	**0**	**0**	**0**	**451**	**377**	**350**	**446**	**0**

3/19/2019 18:21

EDWARDS ROAD & SELVITZ ROAD
FORT PIERCE, FLORIDA
COUNTED BY: JOHN FLOOD
SIGNALIZED

TRAFFIC SURVEY SPECIALISTS, INC.
85 SE 4TH AVENUE, UNIT 109
DELRAY BEACH, FLORIDA
PHONE (561)272-3255

Site Code : 00160174
Start Date: 08/24/16
File I.D. : EDWASELV
Page : 1

ALL VEHICLES

	From North				EDWARDS ROAD From East				SELVITZ ROAD From South				EDWARDS ROAD From West				
	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	Total
Date 08/24/16																	
07:00	0	0	0	0	0	63	60	0	0	36	0	50	0	0	63	43	315
07:15	0	0	0	0	0	55	67	0	0	77	0	73	0	0	52	33	357
07:30	0	0	0	0	0	62	80	0	0	58	0	66	0	0	64	54	384
07:45	0	0	0	0	0	57	72	0	0	99	0	92	0	0	47	47	414
Hr Total	0	0	0	0	0	237	279	0	0	270	0	281	0	0	226	177	1470
08:00	0	0	0	0	0	28	67	0	0	91	0	86	0	0	57	46	375
08:15	0	0	0	0	0	52	67	0	0	67	0	65	0	0	51	38	340
08:30	0	0	0	0	0	38	64	0	0	54	0	48	0	0	46	30	280
08:45	0	0	0	0	0	32	49	0	0	53	0	39	0	0	71	36	280
Hr Total	0	0	0	0	0	150	247	0	0	265	0	238	0	0	225	150	1275
---------- * BREAK * ----------																	
16:00	0	0	0	0	0	51	65	0	0	66	0	71	0	0	80	55	388
16:15	0	0	0	0	0	61	79	0	0	50	0	70	0	0	83	56	399
16:30	0	0	0	0	0	60	69	0	0	53	0	67	0	0	71	73	393
16:45	0	0	0	0	0	51	84	0	0	53	0	67	0	0	70	67	392
Hr Total	0	0	0	0	0	223	297	0	0	222	0	275	0	0	304	251	1572
17:00	0	0	0	0	0	60	67	0	0	66	0	68	0	0	79	56	396
17:15	0	0	0	0	0	60	72	0	0	47	0	64	0	0	80	76	399
17:30	0	0	0	0	0	50	84	0	0	50	0	73	0	0	63	53	373
17:45	0	0	0	0	0	39	67	0	0	52	0	57	0	0	57	49	321
Hr Total	0	0	0	0	0	209	290	0	0	215	0	262	0	0	279	234	1489
TOTAL	0	0	0	0	0	819	1113	0	0	972	0	1056	0	0	1034	812	5806

EDWARDS ROAD & SELVITZ ROAD
FORT PIERCE, FLORIDA
COUNTED BY: JOHN FLOOD
SIGNALIZED

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Start Date: 08/24/16
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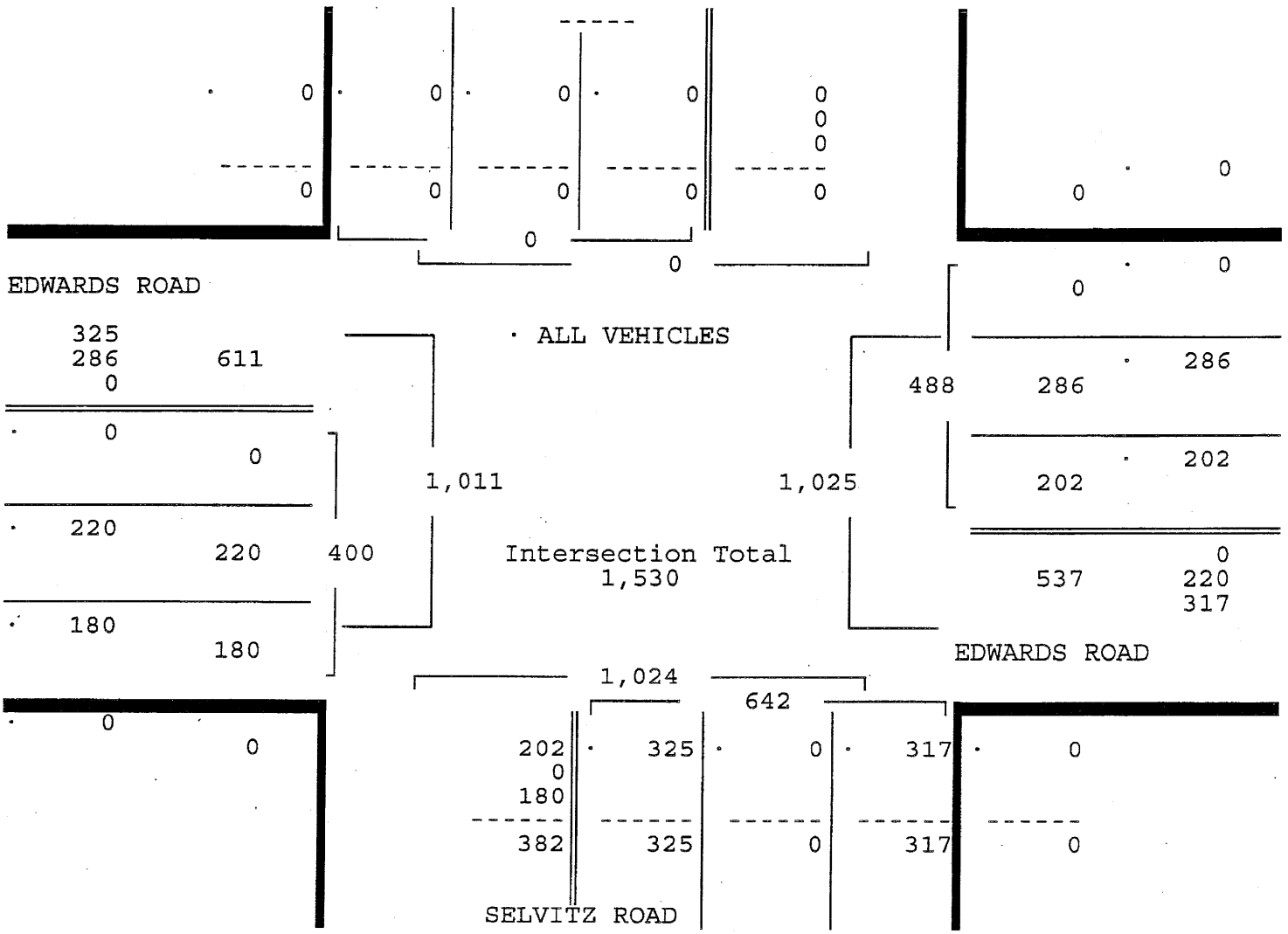
ALL VEHICLES

	From North				EDWARDS ROAD From East				SELVITZ ROAD From South				EDWARDS ROAD From West				
	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	Total
Date 08/24/16																	
Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 09:00 on 08/24/16																	
Peak start 07:15					07:15				07:15				07:15				
Volume	0	0	0	0	0	202	286	0	0	325	0	317	0	0	220	180	
Percent	0%	0%	0%	0%	0%	41%	59%	0%	0%	51%	0%	49%	0%	0%	55%	45%	
Pk total	0				488				642				400				
Highest	07:00				07:30				07:45				07:30				
Volume	0	0	0	0	0	62	80	0	0	99	0	92	0	0	64	54	
Hi total	0				142				191				118				
PHF	.0				.86				.84				.85				



EDWARDS ROAD & SELVITZ ROAD
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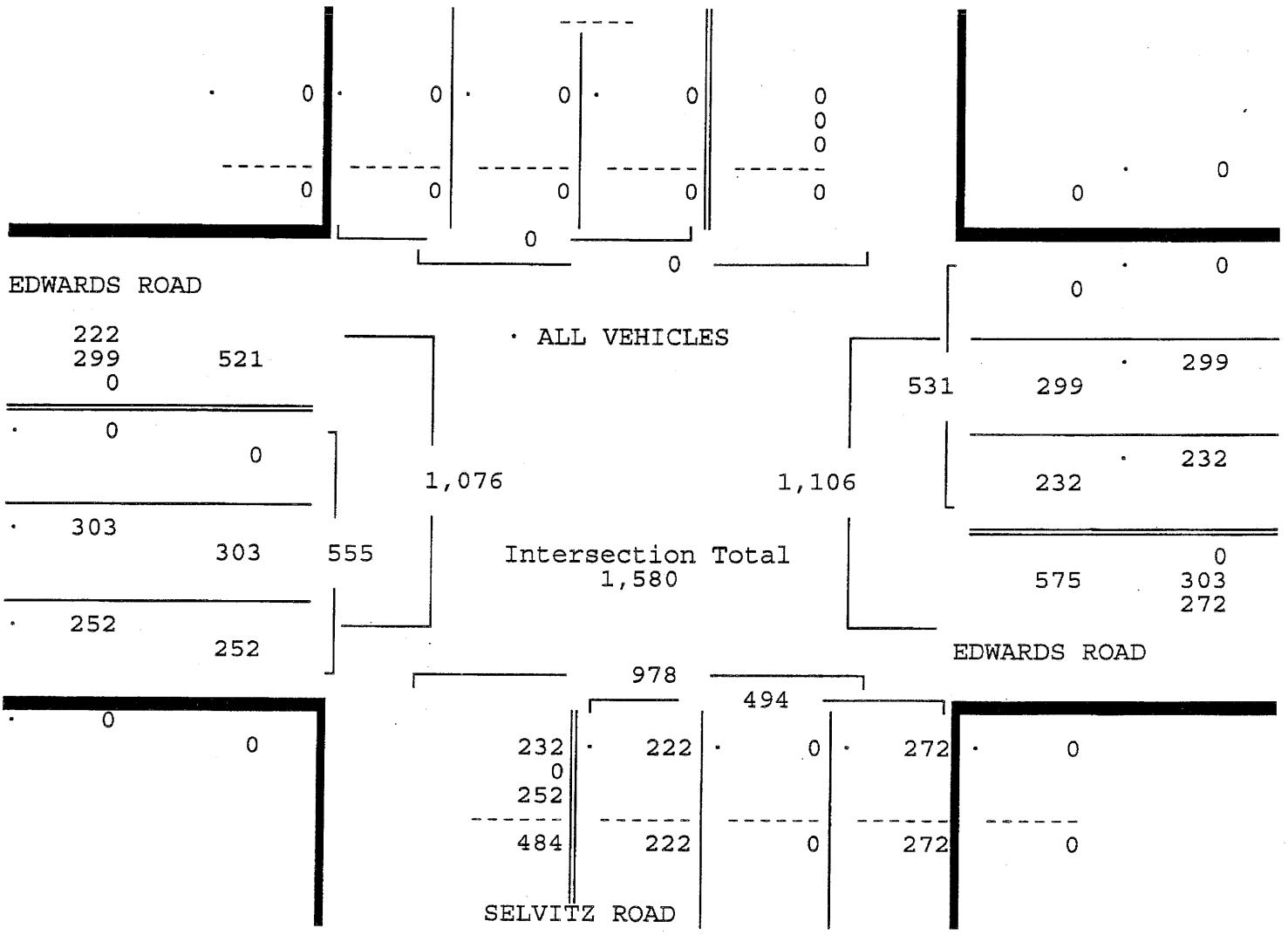
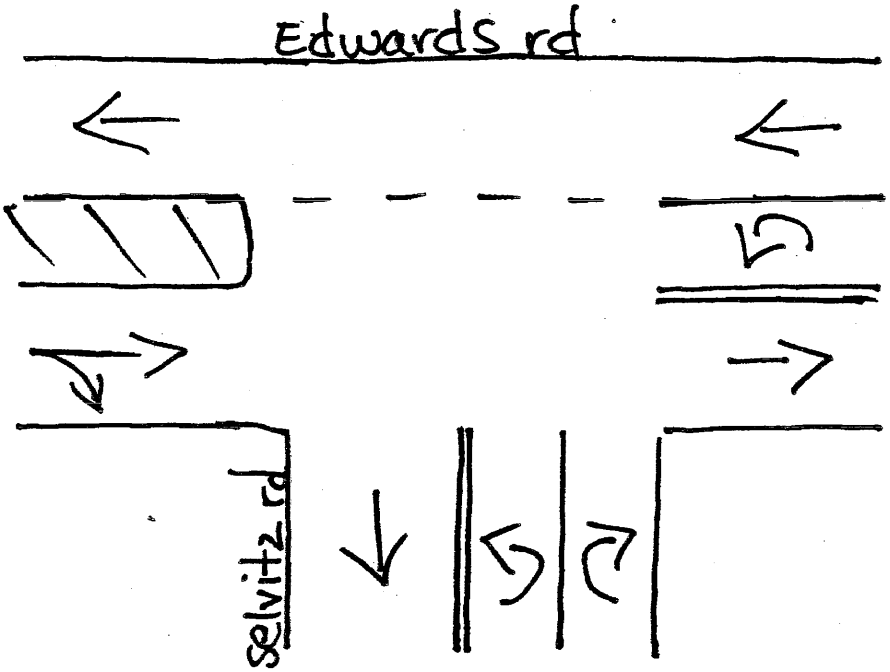
Page : 3

ALL VEHICLES

	From North				EDWARDS ROAD From East				SELVITZ ROAD From South				EDWARDS ROAD From West				
	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	Total
Date 08/24/16																	
Peak Hour Analysis By Entire Intersection for the Period: 16:00 to 18:00 on 08/24/16																	
Peak start 16:15					16:15				16:15				16:15				
Volume	0	0	0	0	0	232	299	0	0	222	0	272	0	0	303	252	
Percent	0%	0%	0%	0%	0%	44%	56%	0%	0%	45%	0%	55%	0%	0%	55%	45%	
Pk total	0				531				494				555				
Highest	07:00				16:15				17:00				16:30				
Volume	0	0	0	0	0	61	79	0	0	66	0	68	0	0	71	73	
Hi total	0				140				134				144				
PHF	.0				.95				.92				.96				



North



Fort Pierce, Florida
August 25, 2016
drawn by: Luis Palomino
signalized

ST. LUCIE

2017 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9401 CEN.-W OF US1 TO I95

MOCF: 0.95

WEEK	DATES	SF	PSCF
1	01/01/2017 - 01/07/2017	0.99	1.04
2	01/08/2017 - 01/14/2017	0.98	1.03
3	01/15/2017 - 01/21/2017	0.97	1.02
* 4	01/22/2017 - 01/28/2017	0.96	1.01
* 5	01/29/2017 - 02/04/2017	0.96	1.01
* 6	02/05/2017 - 02/11/2017	0.95	1.00
* 7	02/12/2017 - 02/18/2017	0.94	0.99
* 8	02/19/2017 - 02/25/2017	0.94	0.99
* 9	02/26/2017 - 03/04/2017	0.94	0.99
*10	03/05/2017 - 03/11/2017	0.93	0.98
*11	03/12/2017 - 03/18/2017	0.93	0.98
*12	03/19/2017 - 03/25/2017	0.94	0.99
*13	03/26/2017 - 04/01/2017	0.95	1.00
*14	04/02/2017 - 04/08/2017	0.95	1.00
*15	04/09/2017 - 04/15/2017	0.96	1.01
*16	04/16/2017 - 04/22/2017	0.97	1.02
17	04/23/2017 - 04/29/2017	0.98	1.03
18	04/30/2017 - 05/06/2017	0.99	1.04
19	05/07/2017 - 05/13/2017	1.00	1.05
20	05/14/2017 - 05/20/2017	1.01	1.06
21	05/21/2017 - 05/27/2017	1.02	1.07
22	05/28/2017 - 06/03/2017	1.03	1.08
23	06/04/2017 - 06/10/2017	1.04	1.09
24	06/11/2017 - 06/17/2017	1.05	1.11
25	06/18/2017 - 06/24/2017	1.06	1.12
26	06/25/2017 - 07/01/2017	1.06	1.12
27	07/02/2017 - 07/08/2017	1.07	1.13
28	07/09/2017 - 07/15/2017	1.07	1.13
29	07/16/2017 - 07/22/2017	1.07	1.13
30	07/23/2017 - 07/29/2017	1.06	1.12
31	07/30/2017 - 08/05/2017	1.06	1.12
32	08/06/2017 - 08/12/2017	1.05	1.11
33	08/13/2017 - 08/19/2017	1.05	1.11
34	08/20/2017 - 08/26/2017	1.06	1.12 ←
35	08/27/2017 - 09/02/2017	1.07	1.13
36	09/03/2017 - 09/09/2017	1.07	1.13
37	09/10/2017 - 09/16/2017	1.08	1.14
38	09/17/2017 - 09/23/2017	1.07	1.13
39	09/24/2017 - 09/30/2017	1.06	1.12
40	10/01/2017 - 10/07/2017	1.04	1.09
41	10/08/2017 - 10/14/2017	1.03	1.08
42	10/15/2017 - 10/21/2017	1.02	1.07
43	10/22/2017 - 10/28/2017	1.02	1.07
44	10/29/2017 - 11/04/2017	1.01	1.06
45	11/05/2017 - 11/11/2017	1.01	1.06
46	11/12/2017 - 11/18/2017	1.00	1.05
47	11/19/2017 - 11/25/2017	1.00	1.05
48	11/26/2017 - 12/02/2017	1.00	1.05
49	12/03/2017 - 12/09/2017	0.99	1.04
50	12/10/2017 - 12/16/2017	0.99	1.04
51	12/17/2017 - 12/23/2017	0.98	1.03
52	12/24/2017 - 12/30/2017	0.98	1.03
53	12/31/2017 - 12/31/2017	0.97	1.02

* PEAK SEASON

By-Phase Timing Data — Edwards Rd / Selvitz Rd

Direction	Phase 1	2	3	4	5	6	7	8	9	10	11	12
Minimum Green	7	15	0	7	7	15	0	0	5	5	5	5
Bike Min Green	0	0	0	0	0	0	0	0	0	0	0	0
Cond Serv Min Grn	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	0	0	0	0	0	0	0	0	10	0	10
Ped Clearance	0	16	0	16	0	16	0	16	0	16	0	16
Veh Extension	5.0	5.0	0.0	5.0	5.0	5.0	6.0	0.0	5.0	5.0	5.0	5.0
Alt Veh Exten	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Extension	0	0	0	5	0	0	0	0	0	0	0	0
Max 1	0	35	0	40	15	35	30	35	35	35	35	35
Max 2	40	40	40	40	40	40	40	40	40	40	40	40
Max 3	0	0	0	40	0	0	0	0	0	0	0	0
Det. Fail Max	0	0	0	0	0	0	0	0	0	0	0	0
Yellow Change	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	3.0	3.0	3.0	3.0
Red Clearance	1.0	1.0	1.0	2.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act. B4 Init	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Actuation	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Initial	30	30	30	30	30	30	30	30	30	30	30	30
Time B4 Reduction	0	0	0	0	0	0	0	0	0	0	0	0
Cars Waiting	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0
Minimum Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

AFFIDAVIT OF NOTIFICATION AND MAILING

I, the undersigned, do hereby declare that I did mail copies of a notice of public hearings to each owner of the property located, or having any part thereof, situated within five hundred (500) feet of any point of the property for which the request has been made and to the owner of the property for which the request has been made, as required by Chapter 22, Article X, Section 22-143 of the Code of Ordinances.

Project: Rezoning - FP Aggregate Facility

Staff Name: Brandon C. Creagan

Staff Signature: B C ,,

Date Mailed: 9-5-19

Number of Mailed Letters: 31

Attachments:
Copy of notice of public hearings
Mailing list
Map of properties notified

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

September 5, 2019

Dear Property Owner(s):

The property owner, **D.S.E. Holding, Inc**, & applicant/representative, 2GHO are requesting approval of a **Zoning Atlas Map Amendment (Rezoning)** to rezone a property from St. Lucie County IH, Industrial Heavy to City of Fort Pierce PD, Planned Development in Fort Pierce, Florida. The Parcel ID is 2432-123-0001-000-8.

Legal Description: 32 35 40 THAT PART OF SEC MPDAF: FROM NW COR OF NE 1/4 OF SEC, TH N 8518 27 E ALG N LI OF SEC 690.53 FT, TH S 00 34 35 W 683.26 FT TO POB; TH CONT S 00 34 35 W 85.76 FT, TH N 87 33 45 E 685.15 FT, TH S 01 13 27 W 745.23 FT, TH N 89 54 55 W 2869.29 FT, TH N 00 56 43 E 289.36 FT, TH N 00 49 02 E 436.28 FT, TH N 00 47 37 E 110.02 FT, TH N 89 49 03 E 562.46 FT, TH S 00 10 58 E 45.12 FT, TH N 89 49 02 E 1626.43 FT TO POB (51.999 AC - 2,265,076 SF) (OR 4104-373)

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meeting on **Monday, September 16, 2019** which begins at **6:30 p.m**. in the City Hall Commission Chambers, 100 North U.S. 1, Fort Pierce, Florida. You are provided the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Zoning Atlas Map Amendment**. Whether you attend the meeting or not, it is requested that you please complete the form below and return it, so it is received by **5 p.m**. on **Monday, September 16, 2019.** Methods of returning your ballot are identified below. Each ballot returned will be tabulated and reported to the City Commission. If you have any inquiries, or would like to review the complete application, please contact me at (772) 467-3742 or bcreagan@cityoffortpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Thank you for your contribution.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

Zoning Atlas Map Amendment – Fort Pierce Aggregate Facility No. 1

I approve 0 I disapprove 0

Comments:

_____

_____

_____

_____ _____

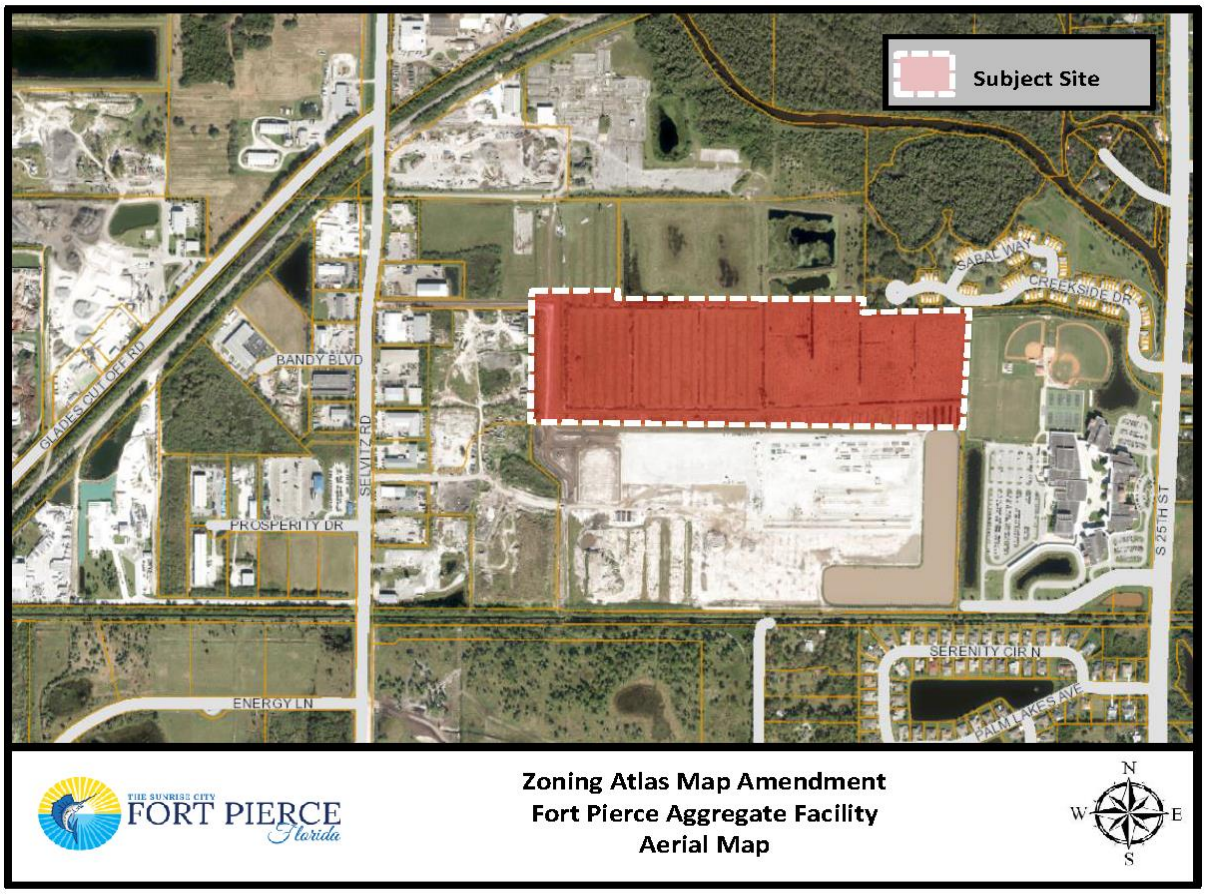
Signature **Date**

Please complete and return ballot to:

Mail		**Fax**		**Email**
City of Fort Pierce Planning Department 100 N. US Hwy 1 Fort Pierce, FL 34950	or	(772) 466-5808	or	bcreagan@cityoffortpierce.com

Aerial Map

2432-123-0001-000-8



River Oaks At Ten Mile Creek HOA 1
1271 Robys Way
Palm City, FL 34990

Rita A Billisi 2
3932 Sabal Way
Fort Pierce, FL 34981-5117

Jose A Nunes 3
3934 Sabal Way
Fort Pierce, FL 34981-5117

Armando Gil 4
3927 Sabal Way
Fort Pierce, FL 34981-5118

Jacklyn P Freedman 5
3933 Sabal Way
Fort Pierce, FL 34981-5118

Brent Langlois 6
5224 Southwind Trail
Fort Pierce, FL 34951-3562

Beblessed LLC 7
501 NW Cornell Avenue
Port St Lucie, FL 34983

Kelvin Smith 8
2389 NE Ginger Terrace
Jensen Beach, FL 34957-6705

Juliette R Painter 9
108 Lakes End Drive, Unit Apt A
Fort Pierce, FL 34982-6771

Sarah Baker 10
2704 Creekside Drive
Fort Pierce, FL 34981-5116

Gisele Ogorek 11
11 Rue Des Capucines
34920 Le Cres 00000

Luis Alberto Mejia Basurco 12
169 Claude Monteverdi Street, Unit 501
Lima L-41

Heena Patel 13
2703 Creekside Drive
Fort Pierce, FL 34981-5116

Stephen T Younge (LF EST) 14
2701 Creekside Drive
Fort Pierce, FL 34981-5116

Antonio A Barros 15
39 Simcka Drive
South Windsor, CT 06074

Mosshaland Calixte 16
7631 Hampton Blvd
North Lauderdale, FL 33068-5587

Anthony Michael Piskor Jr 17
2612 Creekside Drive
Fort Pierce, FL 34981-5114

Judith A Rodriguez 18
2610 Creekside Drive
Fort Pierce, FL 34981-5114

Charles Herbert Bingham 19
1231 Lucaya Drive
Riviera Beach, FL 33404-6450

Mary C Robb 20
16030 S 27th Drive
Phoenix, AZ 85045

Barbara B Kaplowe 21
685 Pequot Avenue
New London, CT 06320-4229

Nathaniel Roderick Belcher 22
2605 Creekside Drive
Fort Pierce, FL 34946-4745

John E Cesar 23
525 SW Fairway Avenue
Port St Lucie, FL 34983-2905

John H Hague 24
2601 Creekside Drive
Fort Pierce, FL 34981-5115

School Board Of St Lucie Co Fl 25
501 NW University Blvd
Port St Lucie, FL 34986-2209

BHT of Florida 4008 LLC 26
5081 SW 48th ST; Unit Ste 103
Davie, FL 33314-4619

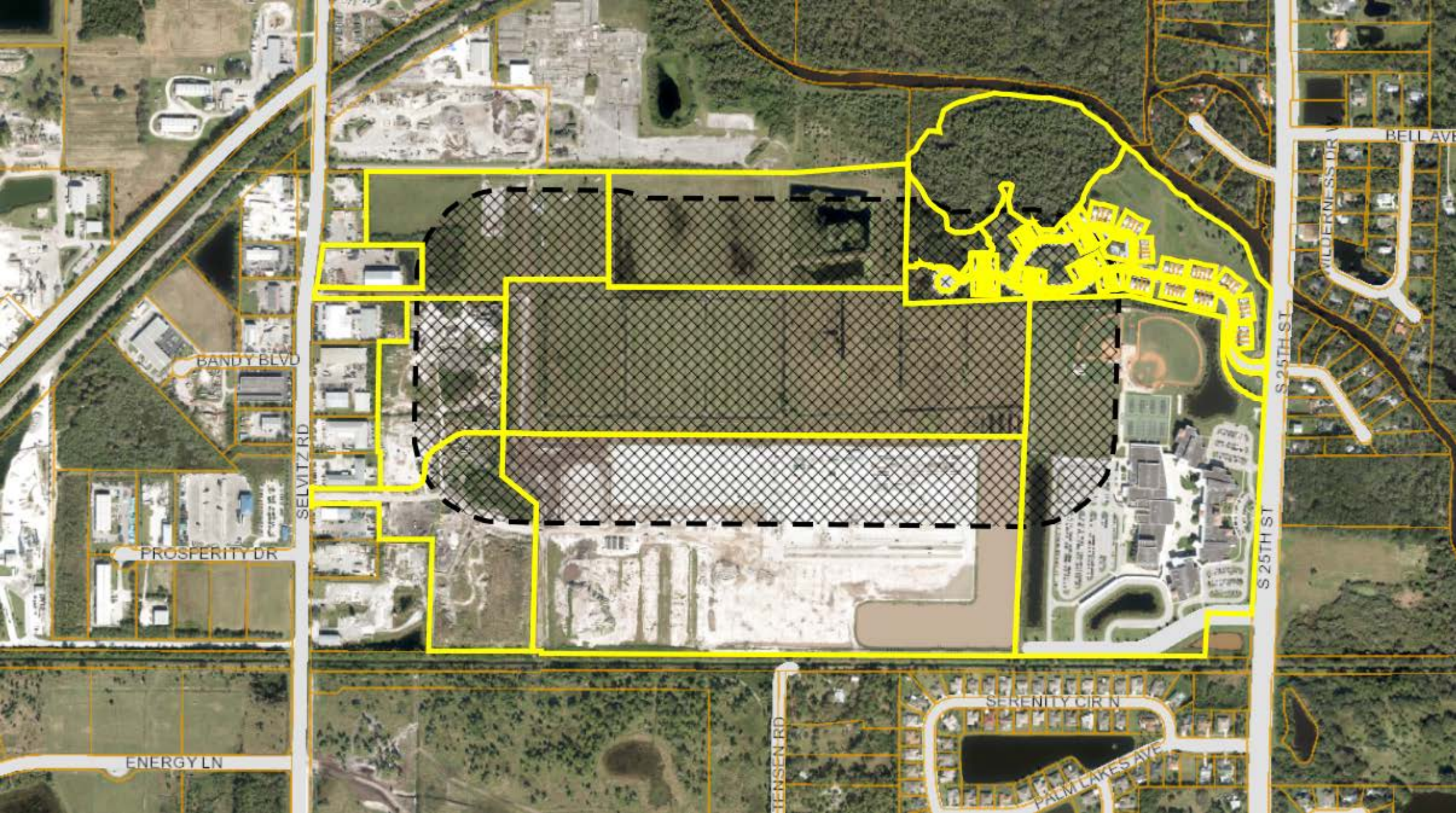
D S E Holdings Inc 27
1481 Kinetic Road
West Palm Beach, FL 33403-1911

George L Southworth (TR) 28
PO Box 16966
Tampa, FL 33687-6966

Waste Management Inc of Florida 29
7700 SE Bridge Road
Hobe Sound, FL 33455-9774

Bobby Johnson 30
4767 Selvitz Road
Fort Pierce, FL 34981-4806

PRECAST SPECIALITIES LLC 31
3850 E Lake Mary Blvd
Sanford, FL 32773-6609


BANDY BLVD
SELVITZ RD
PROSPERITY DR
ENERGY LN
S 25TH ST
BELL AVE
SERENITY CIR N
PALM LAKES AVE

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Rezoning - FP Aggregate Facility

NOTICES PROVIDED PURSUANT TO: 22-143

NOTICE BY NEWSPAPER: 9-1-2019

NOTICE BY MAIL: 9-5-2019

NOTICE BY SIGNS: 9-6-2019

VERIFIED BY: Brandon C. Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 9/6/2019

City Commission Regular Meeting **12. g.**

Meeting Date: 10/21/2019

Re: Chapter 9 - Vendor Ordinance

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 19-042 amending Chapter 9, the Vendor Ordinance, to remove the distance restrictions for mobile vendors in proximity to similar type of business. SECOND READING

SUMMARY:

The city agreed to remove the distance restriction as part of a settlement agreement with Mr. Benigno Diaz as part of the Circuit Court Case where Mr. Diaz challenged this section of the ordinance.

RECOMMENDATION:

Adopt Ordinance 19-042

ALTERNATIVES:

Adopt with modifications.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Pete Sweeney, City Attorney

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

19-042

Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	09/27/2019 01:42 PM

Form Started By: Linda Cox Started On: 09/23/2019 02:10 PM

Final Approval Date: 10/08/2019

ORDINANCE NO. 19-042

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING **CHAPTER 9, ARTICLE IV VENDORS, SOLICITORS AND CANVASSERS, DIVISION 3 – MOBILE VENDING** OF THE CODE OF ORDINANCES; AMENDING **SECTION 9-111 – GENERAL REGULATIONS;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a portion of the Vendor Ordinance adopted by the City via Ordinance 14-019 was challenged in court, Benigno Diaz v. City of Fort Pierce, et al., Circuit Court Case No. 2018-CA-002259; and

WHEREAS, the City agreed to modify the existing ordinance to remove the prohibition against mobile vending units being within five hundred feet of a similar type of business.

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

SECTION 1. Chapter 9, Article IV, Division 3, Section 9-111, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 9-111. - General regulations.

(a) The telephone number included on the permit application must remain valid and active at all times. The vendor is responsible for notifying the city of any changes to their contact information.

(b) Mobile vending units must comply with the following minimum distance requirements, which shall be measured from the approved vending location to the nearest point of an established property line:

~~(1) Five hundred (500) feet from a similar type business.~~

~~(2)~~ (1) Three hundred (300) feet from a school, church, or any city or county park.

~~(3)~~ (2) One thousand (1,000) feet from an approved special event.

(c) May not block the ingress/egress to any property, sidewalk or street.

(d) May not block or impede pedestrian or vehicular traffic.

(e) May only operate at the approved location, clearly identified on the permit.

(f) May have one advertisement sign with a maximum size of sixteen (16) square feet. Such sign may not be free standing, illuminating, moving, flashing or utilizing neon color typically reserved for emergency services. Such restriction to be separate from any business name, decal or logo professionally installed on any motorized MFDV.

(g) May have one menu sign with a maximum size of nine (9) square feet.

(h) No amplified sounds, music or other loud noises, except as provided for in section 9-113, ice cream vendors.

(i) A trash receptacle must be provided and must be removed by the operator daily. Trash may not be placed within public street side trash receptacles.

(j) Mobile vendors are responsible for picking up all litter and waste within twenty-five (25) feet of their unit.

(k) No wastewater leakage or any other leakage is allowed.

(l) A single umbrella is permitted provided it is maintained in good condition and does not impede traffic or block clear vision areas.

(m) It shall be unlawful to place any chair, table, box, crate, stand, counter or

shelving independent from the approved mobile vending unit.

(n) No mobile vending unit shall remain at approved location for more than three (3) consecutive days.

(o) A temporary use permit, pursuant to Sec. 22-65, shall not be required if a vendor permit under this chapter is issued.

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

SECTION 3. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further course or effect whatsoever.

SECTION 4. This ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Peter J. Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-042 was duly advertised by title only in the St. Lucie News Tribune on September 27, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on October 7, 2019; and was duly introduced, read by title only, and passed on second and final reading October 21, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 4th day of September, 2019.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

Treasure Coast Newspapers
PART OF THE USA TODAY NETWORK
St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Piercein 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.

September 27, 2019

Subscribed and sworn to before on September 27, 2019:

Tara Mondloch
Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: $113.88
Ad No: 0003807088
Customer No: 1330884
PO #:

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINC

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, October 7, 2019 and Monday, October 21, 2019 on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

ORDINANCE NO. 19-042 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 9, ARTICLE IV VENDORS, SOLICITORS AND CANVASSERS DIVISION 3 – MOBILE VENDING OF THE CODE OF ORDINANCES AMENDING SECTION 9-111 – GENERAL REGULATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

/s/ Linda W. Cox, City Clerk
Publish: 9/27/2019
TCN3807088

City Commission Regular Meeting **12. h.**

Meeting Date: 10/21/2019

Re: Text Amendment - Chapter 5 & Chapter 22 - Clarifying Planning Department & Planning Director Titles

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SUBJECT:

Legislative Hearing - Ordinance 19-043 - Text Amendments to Chapter 5 and Chapter 22, Clarifying Planning Department and Planning Director Titles. FIRST READING

SUMMARY:

The proposed Text Amendment seeks to modify multiple sections of the Code of Ordinances to correct the Planning Director's title and the Planning Department's name within the Code of Ordinances. This ordinance must be read and approved before the ordinance affecting the Board of Adjustment is read by the City Commission. Both ordinances must become effective on December 6, 2019, in order to account for the Board of Adjustment meeting on December 5, 2019, and still have time for the City Commission and Mayor to be able to appoint members to the Board.

RECOMMENDATION:

Approval.

ALTERNATIVES:

Approval with modifications.
Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Peter Sweeney, City Attorney

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

staff report
Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/10/2019 08:51 AM

Form Started By: Rebeca Guerra
Started On: 10/09/2019 10:46 AM
Final Approval Date: 10/10/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Nicholas C. Mimms, PE, City Manager
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director
RE:	Amendment to Chapter 5 (Buildings and Building Regulations) and Chapter 22 (Zoning) – Planning Department and Planning Director Titles
BOARD DATES:	October 21, 2019 and November 4, 2019

STAFF REPORT

The Planning Department seeks to amend the Code of Ordinances for Chapter 5-303 pursuant to Code 1960 § 6-44; Chapter 22-59 pursuant to Ordinance K-497; Chapter 22-109 pursuant to Ordinance I-208; Chapter 22-111 pursuant to Ordinance H-186; Chapter 22-112 pursuant to Ordinance H-186 and I-98; Chapter 22-117 pursuant to Ordinance H-186; and Chapter 22-218 pursuant to Ordinance K-465.

The proposed Text Amendment seeks to modify multiple sections of the Code of Ordinances in order to correct the Planning Director's title and the Planning Department's name within the Code of Ordinances. The subject ordinance must be read and approved prior to the ordinance affecting the Board of Adjustment is read by the City Commission. Additionally, both ordinances must become effective on December 6, 2019, in order to account for the Board of Adjustment meeting on December 5, 2019, and still have time for the City Commission and Mayor to be able to appoint members to the Board.

The purpose of the text amendment is to provide uniformity in how the Planning Director and the Planning Department are referenced within the Code of Ordinances. These changes do not identify all references to the aforementioned title or department. The remaining references shall be addressed with the upcoming comprehensive review and updating of the overall Code of Ordinances to be undertaken by the Legal Department.

Attachments:
Draft Ordinance

ORDINANCE NO. 19-043

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 5, ARTICLE IX, SECTION 5-303, CLARIFYING THAT THE PLANNING DIRECTOR MAY GRANT A SETBACK VARIANCE FOR THE CONSTRUCTION OF A FALLOUT SHELTER; CHAPTER 22, ARTICLE IV, SECTION 22-59, CHAPTER 22, ARTICLE VIII, SECTION 22-109, SECTION 22-111, SECTION 22-112, & SECTION 22-117, AND ARTICLE XIV, SECTION 22-118, AMENDING THE TITLE OF THE PLANNING DIRECTOR AND NAME OF THE PLANNING DEPARTMENT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce in 1960 created the original Code of Ordinances; and

WHEREAS, the City Commission of the City of Fort Pierce on July 16, 2007, approved Ordinance K-497 that created Section 22-59, Design Review; and

WHEREAS, the City Commission of the City of Fort Pierce on March 2, 1987, approved Ordinance I-208 that created Section 22-109, Variances for FH Zone Provisions; and

WHEREAS, the City Commission of the City of Fort Pierce on June 15, 1981, approved Ordinance H-186 that created Section 22-111, Stay of Proceedings; and

WHEREAS, the City Commission of the City of Fort Pierce on June 15, 1981, approved Ordinance H-186 that created Section 22-112, Variance Procedure and later amended Section 22-112, Variance Procedure, by approving Ordinance I-98; and

WHEREAS, the City Commission of the City of Fort Pierce on June 15, 1981, approved Ordinance H-186 that created Section 22-117, Notice Requirement for Certain Structures in FH Zones; and

WHEREAS, the City Commission of the City of Fort Pierce on January 2, 2007, approved Ordinance K-465 that created Section 22-218, Concurrency Assessment; and

WHEREAS, the Code of Ordinances has been amended from time to time since it was first formally adopted in 1960; and

WHEREAS, the City of Fort Pierce has consistently referenced the Planning Department and the Planning Director by these titles; and

WHEREAS, the City of Fort Pierce Planning Board held a public meeting on September 17, 2019, to consider the land development code amendment and recommended approval of the amendment, with one modification, by a vote of 6 to 0; and

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

SECTION 1. Article IX Section 5-303 is hereby amended so that the same shall read as follows:

ARTICLE IX. - FALLOUT SHELTERS

Sec. 5-303. - Setback variances.

In the event a variance in the existing setback regulations is necessary for the construction of a fallout shelter, the planning director ~~of planning and zoning~~ may grant such variance and make a special exception without the necessity of advertising and holding a public hearing before the board of adjustments and appeals, provided however, that no fallout shelter shall be constructed unless there is a minimum distance of three (3) feet between the shelter and the property line.

SECTION 2. Article IV, Section 22-59(a) is hereby amended so that the same shall read as follows:

ARTICLE IV. - SUPPLEMENTARY REGULATIONS

Sec. 22-59. - Design review.

(a) *Applicability*. All development requiring site plan approval, or development abutting arterial roads, which submits application for development subsequent to the enactment of this ordinance, shall be subject to the city's design review process. In addition, all city-sponsored development projects not subject to site plan review shall require administrative review and approval according to the guidelines of this section. Such development proposals shall be reviewed for consistency with the city's design review guidelines outlined in this chapter. Until such time as a separate design review board is established, the city's planning board shall function as the design review board and shall be responsible for such design review, which shall be completed as part of the development review process. Applications for design review approval must satisfy the application submission requirements and shall be submitted to the planning department ~~of planning~~. Design review related to any changes to historic structures, or any new construction on an historic site or in an historic district shall be reviewed by the historic preservation board in lieu of the design review board in accordance with chapter 23. Use of obligatory verbs in this section such as "shall" and "must" are imperatives applicable as binding directives of the ordinance. Discretionary language such as "should," "may," "might," and "is encouraged" are applicable as general guidance for design choices. Design choices based on discretionary language will be subject to the assessment and recommendation of the ~~director of~~ planning director and the design review board.

SECTION 3. Article IV, Section 22-59(c) is hereby amended so that the same shall read as follows:

ARTICLE IV. - SUPPLEMENTARY REGULATIONS

Sec. 22-59. - Design review.

(c) *Submission requirements*. Applications for design review approval shall be submitted on a supplemental application form as published by the planning department ~~of Planning~~ along with the appropriate fee as required by section 22-142, Filing fees. All presentation materials shall include a graphic scale and may include scale figures of pedestrians, vehicles and other common elements found in the public environment. The following materials must be submitted with an application, unless waived by city administrative staff as not necessary, before an application shall be considered complete and accepted for review:

SECTION 4. Article VII, Section 22-109(5) is hereby amended so that the same shall read as follows:

ARTICLE VII. - VARIANCES

Sec. 22-109. - Variances for FH zone provisions.

(5) Conditions for variances:

a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and in the instance of a historical building, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the buildings;

b. Variances shall only be issued upon (i) a showing of good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship; and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public or conflict with existing local laws or ordinances;

c. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the structure is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation;

d. The planning director ~~of development~~ shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.

SECTION 5. Article VII, Section 22-111 is hereby amended so that the same shall read as follows:

ARTICLE VII. - VARIANCES

Sec. 22-111. - Stay of proceedings.

An appeal for a variance stays all proceedings in furtherance of the action appealed from, unless the planning director ~~of the department of development~~ certifies to the board of adjustment after the notice of appeal shall have been filed ~~with him~~, that by reason of facts stated in the certificate, a stay would, in the director's opinion, cause imminent peril to life and property. In such a case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board of adjustment ~~or by a court of record on application~~, on notice to the planning director, ~~of the department of planning and development~~ and on due cause shown.

SECTION 6. Article VII, Section 22-112(a) is hereby amended so that the same shall read as follows:

ARTICLE VII. - VARIANCES

Sec. 22-112. - Variance procedure.

(a) The ~~department of~~ planning department ~~and development~~ will prepare a staff report which presents any inconsistencies found between the requested variance and zoning ordinance requirements and will submit it to the board of adjustment.

SECTION 7. Article VII, Section 22-117 is hereby amended so that the same shall read as follows:

ARTICLE VII. - VARIANCES

Sec. 22-117. - Notice requirement for certain structures in FH zones.

When a variance is granted allowing a structure to be built or placed with the lowest floor elevation at or below the base flood elevation, the planning director ~~of the department of planning and development~~ shall give written notice to the owner of the structure that this is allowed and that the cost of flood insurance will be commensurate with the increased risk resulting from the lowest floor elevation.

SECTION 8. Article XIV, Section 22-218 is hereby amended so that the same shall read as follows:

ARTICLE XIV. – CONCURRENCY MANAGEMENT

Sec. 22-218. - Concurrency assessment.

(c) Certificate of concurrency. A valid, unexpired certificate of concurrency shall be obtained prior to site plan or temporary plat approval.

(1) Review prior to application for development approval. At the applicant's request, the city shall review and approve, approve with conditions or deny an application for a certificate of concurrency prior to consideration of a development approval application.

a. Application. An application for a certificate of concurrency determination shall be submitted to the planning director ~~of planning~~ at the time of filing an application for site plan or temporary plat approval. An application processing fee established by the city commission shall be part of the application. Applications for projects containing over ten (10) dwelling units or five hundred (500) gross square feet of nonresidential floor area shall also be required to bear the cost of preparing any necessary supplemental demand analyses at the time of application.

b. Determination of completeness. After receipt of an application for a certificate of concurrency, the planning director ~~of planning~~ shall determine whether it is complete within ten (10) business days. If it is determined to be incomplete, written notice shall be served on the applicant specifying the deficiencies. No further action on the application shall be taken by the city unless the deficiencies are remedied. Within twenty (20) business days after the application is determined complete, the planning director ~~of planning~~ shall review and grant, grant with conditions, or deny each public facility component in the application pursuant to the standards in section 1.5-6(f).

c. Appeals. Within thirty (30) business days after issuance of the determination of the planning director ~~of planning~~ on the application for a certificate of concurrency, an applicant may appeal to the board of adjustment. An application fee for processing appeals shall be established by the city commission. The committee shall hold a hearing on the appeal to consider the determination of the planning director ~~of planning~~ and public testimony. The city commission shall adopt, reject or modify the ~~director of planning's~~ planning director's determination on the application for a certificate of concurrency determination. The board of adjustment shall modify or reject the planning director's determination unless it finds that such

determination is not supported by substantial competent evidence and is contrary to the criteria established in article XIV of chapter 22 of this code of ordinances and the intent of the comprehensive plan. Committee decisions shall include findings of fact for each criteria.

SECTION 9. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 10. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 11. This Ordinance shall become effective on December 6, 2019.

APPROVED AS TO FORM & CORRECTNESS:

_____
Peter J. Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-043 was duly advertised by title only in the St. Lucie News Tribune on Sunday, October 6, 2019, and Sunday, October 20, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on October 21, 2019; and was duly introduced, read by title only, and passed on second and final reading November 4, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 4th day of November, 2019.

_____

Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____

Linda W. Cox
CITY CLERK

(CITY SEAL)

City Commission Regular Meeting **12. i.**

Meeting Date: 10/21/2019

Re: Text Amendment - Chapters 5, 11.5, and 22 - Amending the Board of Adjustment

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SUBJECT:

Legislative Hearing - Ordinance 19-043 Amending Chapters 5, 11.5 and 22 specific to modifying the Board of Adjustment. FIRST READING

SUMMARY:

The proposed Text Amendment seeks to modify multiple sections of the Code of Ordinances in reference to the Board of Adjustment. To this end, the following text amendment modifies existing language regarding the structure and standards of the review process. More specifically, the text amendment proposes the Board be comprised of five members appointed by the Mayor and each City Commissioner, subsequently eliminating the two additional "alternate" positions currently in place. The text amendment would also enable aggrieved parties to appeal decisions of the Board of Adjustment to the City Commission rather than the current process which dictates that an unsuccessful party must file an appeal with the appellate court to have the decision reviewed. Additionally, a concurring vote of a majority of the Board or Commission members will be needed to approve a Variance.

RECOMMENDATION:

Approval.

ALTERNATIVES:

Approval with modifications.
Disapproval.

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Peter Sweeney, City Attorney

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

staff report
Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/10/2019 08:50 AM

Form Started By: Rebeca Guerra Started On: 10/09/2019 11:39 AM

Final Approval Date: 10/10/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas C. Mimms, PE, City Manager
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director
RE:	Amendment to Chapter 5 (Buildings and Building Regulations), Chapter 11.5 (Adult Entertainment Code), and Chapter 22 (Zoning) – Board of Adjustment
BOARD DATES:	October 21, 2019 and November 4, 2019

STAFF REPORT

The Planning Department seeks to amend the Code of Ordinances for Chapter 5-303 pursuant to Code 1960 § 6-44; Chapter 11.5-33 pursuant to Ordinance J-420; Chapter 22-59 pursuant to Ordinance K-497; Chapter 22-102.1 pursuant to Ordinance H-244 and I-98; Chapter 22-105.1 pursuant to Ordinance I-128; Chapter 22-107 pursuant to Ordinance H-186; Chapter 22-109 pursuant to Ordinance I-208; Chapter 22-110 pursuant to Ordinance H-186; Chapter 22-111 pursuant to Ordinance H-186; Chapter 22-112 pursuant to Ordinance H-186 and I-98; Chapter 22-115 pursuant to Ordinance H-186; Chapter 22-140 pursuant to Ordinance H-186 and I-98; Chapter 22-147 pursuant to Ordinance H-186, I-16, I-98, I-309, J-125, L-126, and 17-016; Chapter 22-182 pursuant to Ordinance K-126; Chapter 22-218 pursuant to Ordinance K-465; and Chapter 22-310 pursuant to Ordinance K-492. Additionally, a new Chapter 22-118 is being created which would address how appeals from the Board of Adjustment would be undertaken.

The proposed Text Amendment modifies multiple sections of the Code of Ordinances in reference to the Board of Adjustment. To this end, the following text amendment modifies existing language regarding the structure and standards of the review process. More specifically, the text amendment proposes the Board be comprised of five members appointed by the Mayor and each City Commissioner, subsequently eliminating the two additional "alternate" positions currently in place. The text amendment would also enable aggrieved parties to appeal decisions of the Board of Adjustment to the City Commission rather than the current process which dictates that an unsuccessful party must file an appeal with the appellate court to have the decision reviewed. Additionally, a concurring vote of a majority of the Board or Commission members will be needed to approve a Variance.

Finally, a Resolution will need to be drafted by the Legal Department which would allow for the Board of Adjustment to be dissolved so that five members may be appointed by the Mayor and City Commissioners in a manner which would allow for their terms to match their respective appointing Commissioner's (or Mayor). It would also serve to eliminate the two alternative positions currently required per Code. This Resolution is anticipated to be brought before the City Commission on November 4, 2019.

Attachments:
Draft Ordinance

ORDINANCE NO. 19-044

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 5, ARTICLE IX, SECTION 5-303, TO CORRECT THE NAME OF THE BOARD OF ADJUSTMENT IN REFERENCE TO SETBACK VARIANCES FOR THE CONSTRUCTION OF FALLOUT SHELTERS; CHAPTER 11.5, ARTICLE I, SECTION 11.5-33, ADDING THE CITY COMMISSION AS AN ENTITY WHICH MAY NOT VARY DISTANCE RESTRICTIONS FOR ADULT ENTERTAINMENT USES; CHAPTER 22, ARTICLE IV, SECTION 22-59(D)(2)(IV), REMOVING A SUPERFLUOUS REFERENCE TO THE BOARD OF ADJUSTMENT; CHAPTER 22, ARTICLE VII, SECTION 22-102.1, PERMITTING CITY COMMISSION THE ABILITY TO GRANT SEPECIAL EXCEPTIONS FOR NONCONFORMING STRUCTURES AND ALOWING FOR A MAJORITY VOTE OF EITHER THE BOARD OF ADJUSTENT OR CITY COMMISSION TO APPROVE OR DISAPROVE AN ENLARGEMENT OR ALTERATION OF A NONCONFORMING STRUCTURE AS A SPECIAL EXCEPTION; CHAPTER 22, ARTICLE VII, SECTION 22-105.1, PERMITTING CITY COMMISSION THE ABILITY TO ALLOW FOR THE USE OF A LOT FOR A DUPLEX AS A SPECIAL EXCEPTION; CHAPTER 22, ARTICLE VIII, SECTION 22-107, AUTHORIZING CITY COMMISSION TO GRANT OR DISAPPROVE VARIANCES, DELINEATING WHAT ACTIONS MAY BE TAKEN BY THE BOARD OF ADJUSTMENT AND CITY COMMISSION IN RELATION TO VARIANCES, NONCONFORMITIES OF USES AND/OR STRUCTURES, AND REVERSING DECISIONS OF THE PLANNING DIRECTOR, AND ALLOWING FOR A MAJORITY VOTE OF THE BOARD OF ADJUSTMENT OR CITY COMMISSION IN THEIR DECISIONS; CHAPTER 22, ARTICLE VIII, SECTION 109, SECTION 22-109(2), & SECTION 22-109(3), PERMITTING CITY COMMISSION TO GRANT VARIANCES FOR FLOOD HAZARD ZONE PROVISIONS, IDENTIFYING CONSIDERATIONS THE COMMISSION MAY UNDERTAKE IN SUCH DECISIONS, AND ALLOWING THE COMMISSION TO ATTACH CONDITIONS AS NECESSARY; CHAPTER 22, ARTICLE VIII, SECTION 22-110, PERMITTING CITY COMMISSION TO REQUEST ADDITIONAL INFORMATION OR PLANS WHEN DELIBERATING A VARIANCE REQUEST; CHAPTER 22, ARTICLE VIII, SECTION 22-111, REMOVING A REFERENCE TO A COURT OF RECORD ON APPLICATION FOR A STAY OF PROCEEDINGS ONCE A VARIANCE IS SOUGHT; CHAPTER 22, ARTICLE VIII, SECTION 22-112(C), CLARIFYING WHAT ACTIONS ON AN APPLICATION MAY BE TAKEN BY THE BOARD OF ADJUSTMENT; CHAPTER 22, ARTICLE VIII, SECTION 22-115, USING THE VERBIAGE OF “DISAPPROVED” VS. “DENIED” AND “FINAL” VS. “EARLIER” IN REFERENCE TO THE LIMITATIONS OF REFILING AN APPLICATION; CHAPTER 22, ARTICLE VIII,

SECTION 22-118, ADDING A NEW SECTION WHICH WOULD ALLOW FOR DECISIONS OF THE BOARD OF ADJUSTMENT TO BE APPEALED TO THE CITY COMMISSION AND DELINEATING THE PROCEDURES, DEADLINES, DATES, AND COSTS ASSOCIATED WITH SUCH APPEALS; CHAPTER 22, ARTICLE VIII, RENUMBERING RESERVED SECTIONS 22-118 THORUGH SECTION 22-124 TO SECTION 22-119 THROUGH SECTION 22-124; CHAPTER 22, ARTICLE X, SECTION 22-140, ALLOWING FOR APPEALS FROM RULINGS OF ONLY THE PLANNING DIRECTOR RATHER THAN FROM ADMINISTRATIVE OFFICERS, USING THE VERBIAGE OF "DISAPPROVE" VS. "DENY," AND ALLOWING FOR A MAJORITY VOTE OF THE BOARD OF ADJUSTMENT TO DECIDE SUCH APPEALS; CHAPTER 22, ARTICLE X, SECTION 22-147, RESTRUCTURING THE BOARD OF ADJUSTMENT TO ALLOW FOR FIVE MEMBERS TO BE APPOINTED SINGULARLY BY EACH OF THE CITY COMMISSIONS AND THE MAYOR, ELIMINATING THE TWO ALTERNATE POSITIONS ON THE BOARD, COORDINATING THE TERMS OF THE BOARD MEMBERS WITH THE TERMS OF THEIR RESPECTIVE APPOINTEES, AND ALLOWING FOR THE EXCUSING OF THREE CONSECTUIVE ABSENCES FROM REGULAR BOARD MEETINGS TO BE MADE WITHOUT A RESOLUTION; CHAPTER 22, ARTICLE XII, SECTION 22-182, REMOVING A SUPERFLUOUS REFERENCE TO THE BOARD OF ADJUSTMENT AND CLARIFYING THAT APPEALS OF DETERMINATIONS MADE BY THE PLANNING DIRECTOR SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT; CHAPTER 22, ARTICLE XIV, SECTION 22-218, USING THE VERBIAGE OF "DISAPPROVE" VS. "DENY," REMOVING A REFERENCE TO CITY COMMISSION ESTABLISHING A FEE FOR APPEALS RELATING TO CONCURENCY ASSESSMENTS, AND CLARIFYING THE ROLE OF THE CITY, BOARD OF ADJUSTMENT, AND CITY COMMISSION PERTAINING TO APPEALS OF CONCURENCY ASSESSMENTS; CHAPTER 22, ARTICLE XV, SECTION 22-310, USING THE VERBIAGE OF "DISAPPROVE" VS. "DENY," CORRECTING THE NAME OF THE BOARD OF ADJUSTMENT, AND ALLOWING CITY COMMISSION TO DECIDE UPON VARIANCES RELATING TO SIDEWALK CAFES AND OTHER SUPPLEMENTARY SIDEWALK REGULATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce in 1960 created the original Code of Ordinances; and

WHEREAS, the City Commission of the City of Fort Pierce on April 20, 1998, approved Ordinance J-420 that created Section 11.5-33, Variances Prohibited; and

WHEREAS, the City Commission of the City of Fort Pierce on July 16, 2007, approved Ordinance K-497 that created Section 22-59, Design Review; and

WHEREAS, the City Commission of the City of Fort Pierce on December 20, 1982, approved Ordinance H-244 that created Section 22-102.1, Nonconforming Structure As Special Exception and later amended Section 22-102.1, Nonconforming Structure As Special Exception by approving Ordinance I-98 on January 7, 1985; and

WHEREAS, the City Commission of the City of Fort Pierce on December 20, 1982, approved Ordinance H-244 that created Section 22-105.1, Duplex As Special Exception and later amended Section 22-105.1, Duplex As Special Exception by approving Ordinance I-98 on January 7, 1985; and

WHEREAS, the City Commission of the City of Fort Pierce on June 15, 1981, approved Ordinance H-186 that created Section 22-107, Authorization To Grant Or Deny Variances; and

WHEREAS, the City Commission of the City of Fort Pierce on March 2, 1987, approved Ordinance I-208 that created Section 22-109, Variances for FH Zone Provisions; and

WHEREAS, the City Commission of the City of Fort Pierce on June 15, 1981, approved Ordinance H-186 that created Section 22-110, Application For A Variance; and

WHEREAS, the City Commission of the City of Fort Pierce on June 15, 1981, approved Ordinance H-186 that created Section 22-111, Stay of Proceedings; and

WHEREAS, the City Commission of the City of Fort Pierce on June 15, 1981, approved Ordinance H-186 that created Section 22-112, Variance Procedure and later amended Section 22-112, Variance Procedure by approving Ordinance I-98 on January 7, 1985; and

WHEREAS, the City Commission of the City of Fort Pierce on June 15, 1981, approved Ordinance H-186 that created Section 22-115, Limitations Of Refiling Of Application; and

WHEREAS, the City Commission of the City of Fort Pierce on June 15, 1981, approved Ordinance H-186 that created Section 22-140, Appeals From Rulings Of Administrative Officer and later amended Section 22-140, Appeals From Rulings Of Administrative Officer by approving Ordinance I-98 on January 7, 1985; and

WHEREAS, the City Commission of the City of Fort Pierce on June 15, 1981, approved Ordinance H-186 that created Section 22-147, Board Of Adjustment and last amended Section 22-147, Board Of Adjustment by approving Ordinance 17-016 on April 7, 2017; and

WHEREAS, the City Commission of the City of Fort Pierce on January 22, 2002, approved Ordinance K-126 that created Section 22-182, Variances And Administrative Appeals; and

WHEREAS, the City Commission of the City of Fort Pierce on January 2, 2007, approved Ordinance K-465 that created Section 22-218, Concurrency Assessment; and

WHEREAS, the Code of Ordinances has been amended from time to time since it was first formally adopted in 1960; and

WHEREAS, the City of Fort Pierce has consistently referenced the Planning Department and the Planning Director by these titles; and

WHEREAS, the City of Fort Pierce Planning Board held a public meeting on September 17, 2019, to consider the land development code amendment and recommended approval of the amendment, with one modification, by a vote of 6 to 0; and

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

SECTION 1. Article IX Section 5-303 is hereby amended so that the same shall read as follows:

ARTICLE IX. - FALLOUT SHELTERS

Sec. 5-303. - Setback variances.

In the event a variance in the existing setback regulations is necessary for the construction of a fallout shelter, the planning director may grant such variance and make a special exception without the necessity of advertising and holding a public hearing before the board of adjustments ~~and appeals~~, provided however, that no fallout shelter shall be constructed unless there is a minimum distance of three (3) feet between the shelter and the property line.

SECTION 2. Article I, Section 11.5-33 is hereby amended so that the same shall read as follows:

ARTICLE I. – IN GENERAL

Sec. 11.5-33. - Variances prohibited.

Neither ~~T~~the board of adjustment nor city commission may ~~not~~ vary those distance restrictions imposed by section 11.5-30

SECTION 3. Article IV, Section 22-59(d)(2) is hereby amended so that the same shall read as follows:

ARTICLE IV. - SUPPLEMENTARY REGULATIONS

Sec. 22-59. - Design review.

(d) Procedure for approval. When site plan approval is required pursuant to section 22-58, the following procedure relating to design review shall take place at the same time:

(2) The design review board shall review the application and make a recommendation to the commission for approval or disapproval. If the board recommends disapproval, the reasons shall be stated. The board shall consider the following standards:

(i) The design, including landscape features, is architecturally compatible with surrounding structures so as to be reasonably harmonious in landscaping, style, and color;

(ii) If the property is located within a historic preservation district, the design features are reasonably consistent with the historic character of the predominant architectural style within the district;

(iii) The design features will enhance or preserve the quality of the surrounding area so as not to detract from existing property values or impact adversely on existing scenic, natural, or historic beauty;

(iv) The design avoids undue monotony in structural design features.

The board may condition recommendation for approval upon an applicant obtaining of a suitable variance pursuant to article VIII~~ from the board of adjustment~~.

SECTION 4. Article VII, Section 22-102.1 is hereby amended so that the same shall read as follows:

ARTICLE VII. - NONCONFORMING LOTS, USES, STRUCTURES AND CHARACTERISTICS OF USES

Section 22-102.1. - Nonconforming structure as special exception.

(a) The board of adjustment and city commission ~~is~~ are authorized to permit the enlargement or alteration of a nonconforming structure, except any sign, as a special exception upon application, notice and hearing as provided in sections 22-141(a), 22-142(11), and 22-143, and upon finding and determining the following:

(1) The granting of the special exception will not adversely affect the public interests;

(2) Such enlargement or alteration is in harmony with the purpose and intent of this chapter and all amendments thereof;

(3) The enlargement or alteration, if allowed, will not violate any height, yard, setback, area or density limitations imposed by the zoning district in which the property is located, or if the enlargement or alteration would increase such violation, such enlargement or alteration would not adversely affect traffic flow, safety and control, pedestrian safety and convenience or visibility at any street intersections, drives, rights-of-way, curbcuts or crosswalks;

(4) Such enlargements or alteration shall be compatible with adjacent properties and other properties within that zoning district;

(5) If in a commercial, business or industrial zone, that adequate buffers are provided between such structures and adjacent residential areas;

(6) That adequate off-street parking shall be provided for any multifamily, commercial, industrial or business use upon the property;

(7) The enlargement or alteration will not increase gross floor area of the principal structure by more than fifty (50) per cent;

(8) The use of the structure prior to, and subsequent to, the granting of the request for the special exception shall be a semi-restricted use or permitted conditional use within the district in which the property is located;

(9) There will be adequate availability and access to, and for, public utilities as may be required.

~~(b) The board of adjustment shall confer with the city planning board on all applications for such special exception.~~

(b~~c~~) In granting a special exception hereunder, the board of adjustment and city commission may require certain conditions and safeguards for the public health, safety and welfare, concerning the following:

(1) Public off-street parking;

(2) Adequate ingress and egress with particular emphasis upon traffic and pedestrian safety

(3) Adequacy of and access for fire and other emergency vehicles;

(4) Any signs and/or exterior lighting with reference to effect upon and harmony with surrounding properties;

(5) Any required landscaping, greenbelts, buffers or fencing in any residential, commercial or business districts, with reference to compliance with provisions of this Code, harmony and effect upon surrounding properties, lines of vision.

(~~d~~c) In granting any special exception, the board of adjustment and city commission may prescribe a reasonable time limit within which the enlargement or alteration for which the special exception is requested shall be begun and/or completed.

(~~e~~d) The procedure by which an application shall be made to the board of adjustment under this section shall be as provided in section 22-110 and section 22-112.

(~~f~~e) The approval or disapproval of any enlargement or alteration of a nonconforming structure as a special exception under this section shall require the conforming vote of ~~four (4) members of the board of adjustments~~ a majority of the board of adjustment or city commission.

SECTION 5. Article VII, Section 22-105.1 is hereby amended so that the same shall read as follows:

ARTICLE VII. - NONCONFORMING LOTS, USES, STRUCTURES AND CHARACTERISTICS OF USES

Sec. 22-105.1. - Duplex as special exception.

If a lot of record exists which could have been used for multifamily purposes involving a triplex structure or more before January 1, 1985, and the lot is no longer permissible for any use other than as a single-family dwelling then, in that event, the board of adjustment and city commission are ~~is~~ authorized to allow use of the lot for a duplex upon application, notice and hearing as provided in sections 22-141(a), 22-142(11), and 22-143, and upon finding and determining the following.

(1) The granting of the special exception will not adversely affect the public interest;

(2) Such duplex use would be in harmony with the purpose and intent of this chapter and all amendments thereof;

(3) The duplex use, if allowed, will not violate any height, yard or setback area limitations imposed by the zoning district in which the property is located;

(4) Such use shall be compatible with properties which are in the vicinity within the zoning district;

(5) The use meets the landscaping requirements of section 22-68(c) as applied to triplex developments;

(6) The size of the lot on which the duplex use is to be located has not decreased since the lot became nonconforming for anything other than a single-family dwelling by the action of the owner.

SECTION 6. Article VIII, Section 22-107 is hereby amended so that the same shall read as follows:

ARTICLE VIII. - VARIANCES

Sec. 22-107. - Authorization to grant or ~~deny~~ disapprove variances.

The board of adjustment and city commission may authorize a variance from the regulations governing the height, area and size of structures and size of yards and open spaces only when consistent with the purpose of this article, this section and the criteria in sections 22-108 and 22-109. In granting a variance, the board of adjustment and city commission may prescribe appropriate conditions and safeguards which it finds necessary to protect the best interests of the surrounding property or vicinity and otherwise achieve the purpose of this chapter. Guarantees and evidence may be required that such conditions will be and are being complied with. ~~No variance shall be granted without t~~The concurring vote of ~~(4) members~~ a majority of the board of adjustment or city commission ~~or~~ is required:

(1) To grant or disapprove a variance;

(~~1~~2) To allow the establishment or expansion of a use of property for a purpose not authorized within the zone in which the property is located;

(3~~2~~) Due to nonconformities in any district or to a permitted use of lands, structures or buildings in an adjoining zoning district;

(4~~3~~) When a previous request for a variance has been denied by the board of adjustment or city commission and there has been no material change of circumstances since the previous application; or

(5) To reverse any decision of the planning director.

SECTION 7. Article VIII, Section 22-109 is hereby amended so that the same shall read as follows:

ARTICLE VIII. - VARIANCES

Sec. 22-109. - Variances for FH zone provisions.

The board of adjustment and city commission may grant variance requests for FH zone provisions subject to the following provisions:

(1) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places without regard to the procedure set forth in the remainder of this section, except for subsection 22-109(5) a. and d., and provided the proposed reconstruction, rehabilitation or restoration will not result in the structure losing its historical designation.

(2) In passing upon variance applications, the board of adjustment and city commission shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this chapter, and:

a. The danger that materials may be swept onto other lands to the injury of others.

b. The danger to life and property due to flooding or erosion damage;

c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

d. The importance of the services provided by the proposed facility to the community;

e. The necessity of the facility to a waterfront location in the case of a functionally dependent facility;

f. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

g. The compatibility of the proposed use with existing and anticipated development;

h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

i. The safety of access to the property in times of flood for ordinary and emergency vehicles;

j. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the affects of wave action, if applicable, expected at the site; and

k. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems and streets and bridges.

(3) Upon consideration of the factors listed above and the purposes of this chapter, the board of adjustment and city commission may attach such conditions to the granting of variances as it deems necessary to further the purpose of this chapter.

(4) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(5) Conditions for variances:

a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and in the instance of a historical building, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the buildings;

b. Variances shall only be issued upon (i) a showing of good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship; and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public or conflict with existing local laws or ordinances;

c. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the structure is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation;

d. The planning director ~~of development~~ shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.

SECTION 8. Article VIII, Section 22-110 is hereby amended so that the same shall read as follows:

ARTICLE VIII. - VARIANCES

Sec. 22-110. - Application for a variance.

~~Appeals to the board of adjustment~~ An application for a variance may be made by the property owner of the area involved or their designated representative by filing an application with the planning department ~~of development and the board of adjustment~~. The application will specify the nature of the variance and the reasons for the variance. It will be in the form prescribed by the rules of ~~the board of adjustment~~ this chapter. The application will also be accompanied by plans, containing information specified in section 22-141. The planning director, board of adjustment, and city commission may request other drawings or information necessary for an understanding of the request.

SECTION 9. Article VIII, Section 22-111 is hereby amended so that the same shall read as follows:

ARTICLE VIII. - VARIANCES

Sec. 22-111. - Stay of proceedings.

An appeal for a variance stays all proceedings in furtherance of the action appealed from, unless the planning director certifies to the board of adjustment after the notice of appeal shall have been filed, that by reason of facts stated in the certificate, a stay would, in the director's opinion, cause imminent peril to life and property. In such a case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board of adjustment ~~or by a court of record on application~~, on notice to the planning director, and on due cause shown.

SECTION 10. Article VIII, Section 22-112 is hereby amended so that the same shall read as follows:

ARTICLE VIII. - VARIANCES

Sec. 22-112. - Variance procedure.

(a) The planning department will prepare a staff report which presents any inconsistencies found between the requested variance and zoning ordinance requirements and will submit it to the board of adjustment.

(b) Before the board of adjustment may act on an application for a variance or a special exception or an appeal from the decision of the planning director, it will hold a public hearing within thirty (30) days of the filing of

the application and in accordance with the provisions of section 22-143. The board of adjustment will review the request and staff report at the public hearing.

(c) Within thirty-five (35) days of the public hearing, except the board of adjustment with good cause demonstrated may allow an extension of time, the board of adjustment will determine whether the evidence supports a finding that the requirements of the zoning ordinance and other city laws have been met. It will approve, approve with conditions or ~~deny~~ disapprove the application accordingly.

(d) The board of adjustment's decision will be sent by mail to the applicant within five (5) working days of the action.

SECTION 11. Article VIII, Section 22-115 is hereby amended so that the same shall read as follows:

ARTICLE VIII. - VARIANCES

Sec. 22-115. - Limitations of refiling of application.

Applications for which a substantially similar application has been ~~denied~~ disapproved will be heard by the board of adjustment only after a period of six (6) months has elapsed from the date of the ~~earlier~~ final decision.

SECTION 12. Article VIII, Section 22-118 is hereby added so that the same shall read as follows:

ARTICLE VIII. - VARIANCES

Sec. 22-118. - Appeals.

Within twenty (20) days of the written decision of the board, an aggrieved party may appeal the decision by filing a written notice of appeal and an appeal fee of twenty-five dollars ($25.00) with the city clerk. The notice of appeal shall state the decision which is being appealed, the grounds for the appeal, and a brief summary of the relief which is sought. Within sixty (60) days of the filing of the appeal or the first regular city commission meeting which is scheduled, whichever is later in time, the city commission shall conduct a public hearing at which time they may affirm, modify, or reverse the board's decision. The decision of the city commission shall constitute final administrative review, and no petition for rehearing or reconsideration shall be considered by the city. Nothing contained herein shall preclude the city commission from seeking additional information prior to rendering a final decision. The decision of the city commission shall be in writing and a copy of the decision shall be forwarded to the board and the appealing party.

SECTION 13. Article lll VARIANCES, Section 22-118 – Section 22-124. – Reserved. is hereby renumbered to Section 22-11~~8~~9 – Section 22-124. - Reserved.

SECTION 14. Article X, Section 22-140 is hereby amended so that the same shall read as follows:

ARTICLE X. – ADMINISTRATIVE PROVISIONS

Sec. 22-140. - Appeals from rulings of ~~administrative officer~~ the planning director.

(a) General. An appeal to the board of adjustment may be made by any person aggrieved or by any officer ~~or bureau~~ of the city affected by any decision of the ~~building inspector or any other administrative officer of the city~~ planning director regarding a provision of this chapter. Such appeal shall be made within a reasonable time, as provided by the rules of ~~the board~~ this section, by filing ~~with the officer from whom the appeal is made and with the board of adjustment~~ a notice of appeal specifying the grounds thereof through the planning department. The ~~officer from whom the appeal is taken~~ planning department shall forthwith transmit to the board of adjustment all the papers constituting the record upon which the action appealed from was made.

(b) Authorization to grant or ~~deny~~ disapprove appeals. The board of adjustment, in conformity with the provision of this section, may reverse or affirm, wholly or partly, or may modify the decision appealed from and may make such decision as ought to be made, and to that end shall have all the power, concerning this chapter, of the ~~officer from whom the appeal is made~~ planning director. The concurring vote of ~~four (4) members~~ a majority of the board shall be necessary to reverse any decision of ~~any such administrative official~~ the planning director.

(c) Stay of proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the ~~officer from whom the appeal is made~~ planning director certifies to the board of adjustment after the notice of appeal shall have been filed ~~with him~~, that by reason of facts stated in the certificate, a stay would, in his/her opinion, cause imminent peril to life and property. In such a case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board of adjustment ~~or by a court of record on application~~, on notice to the ~~officer from whom the appeal is made~~ planning director and on due cause shown.

(d) Appeals procedure.

(1) Before the board of adjustment may act on an appeal from a ruling of ~~an administrative officer~~ the planning director pursuant to this section, it will hold a public hearing in accordance with the provisions of section 22-143.

(2) Within thirty-five (35) days of the public hearing, except the board of adjustment with good cause demonstrated may allow an extension of time,

the board of adjustment will make its decision on the appeal.

(3) The board of adjustment decision will be sent by mail to the applicant within five (5) working days of its decision.

SECTION 15. Article X, Section 22-147(a) is hereby amended so that the same shall read as follows:

ARTICLE X. – ADMINISTRATIVE PROVISIONS

Sec. 22-147(a). - *Membership*.

(1) Regular. The board of adjustment shall consist of five (5) members, with one (1) appointed by each commissioner and one (1) appointed by the mayor. ~~and be removable~~ Any member may be removed ~~for~~ with or without cause by the city commission ~~upon written charges and after a public hearing held in accordance with section 22-143~~. The terms of office of the members of the board shall be ~~three (3) years~~ concurrent with the mayor's and appointing city commissioner's terms. ~~except that the five (5) members who shall be sitting upon the board of adjustment as of the effective date hereof shall continue as members of the board serving out the terms for which they were originally appointed. Thereafter, as each term expires, the appointment shall be for three (3) years.~~

~~(2) Alternate. The city commission shall also appoint two (2) alternate members. The terms of office of alternate members shall be three (3) years, except that the first two (2) shall serve respectively for terms of: One for two (2) years and one for three (3) years. Thereafter, as any term expires, the appointment shall be for three (3) years. An alternate member shall sit on the board when a regular member is not in attendance, whether such an absence is excused or not. If an alternate shall on two (2) successive occasions be unable to sit for a meeting as a member of the board when asked to do so, he shall be deemed to have resigned his position as an alternate member of the board.~~

~~(3) Other boards. At least one, but not more than two (2) members of the board of adjustment may also be members of the city planning board.~~

(2~~4~~) Absences. Absence from three (3) consecutive regular meetings shall operate to vacate the seat of a regular member unless such absence is excused by the board ~~by resolution~~.

SECTION 16. Article X, Section 22-182 is hereby amended so that the same shall read as follows:

ARTICLE X. – ADMINISTRATIVE PROVISIONS

Sec. 22-182. - Variances and administrative appeals.

A variance from any of these substantive requirements of this section or an appeal of any administrative determination made by the ~~department~~ planning director may be made in accordance with the procedures set forth for such relief under the current zoning code of the city. ~~The board of adjustments of the city shall be the board to which all variance requests or appeals under this article are made.~~ Any appeal should be initiated by a written notice filed with the planning department ~~city clerk~~ within thirty (30) days of the date of the administrative determination which is the subject of such appeal.

SECTION 17. Article XIV, Section 22-218 is hereby amended so that the same shall read as follows:

ARTICLE XIV. – CONCURRENCY MANAGEMENT

Sec. 22-218. – Concurrency assessment.

(c) Certificate of concurrency. A valid, unexpired certificate of concurrency shall be obtained prior to site plan or temporary plat approval.

(1) Review prior to application for development approval. At the applicant's request, the city shall review and approve, approve with conditions or ~~deny~~ disapprove an application for a certificate of concurrency prior to consideration of a development approval application.

a. Application. An application for a certificate of concurrency determination shall be submitted to the planning director at the time of filing an application for site plan or temporary plat approval. An application processing fee established by the city commission shall be part of the application. Applications for projects containing over ten (10) dwelling units or five hundred (500) gross square feet of nonresidential floor area shall also be required to bear the cost of preparing any necessary supplemental demand analyses at the time of application.

b. Determination of completeness. After receipt of an application for a certificate of concurrency, the planning director shall determine whether it is complete within ten (10) business days. If it is determined to be incomplete, written notice shall be served on the applicant specifying the deficiencies. No further action on the application shall be taken by the city unless the deficiencies are remedied. Within twenty (20)

business days after the application is determined complete, the planning director shall review and grant, grant with conditions, or ~~deny~~ disapprove each public facility component in the application pursuant to the standards in section 1.5-6(f).

c. Appeals. Within thirty (30) business days after issuance of the determination of the planning director on the application for a certificate of concurrency, an applicant may appeal to the board of adjustment. ~~An application fee for processing appeals shall be established by the city commission.~~ The ~~committee~~ city shall hold a hearing on the appeal to consider the determination of the planning director and public testimony. The ~~city commission~~ board shall adopt, reject or modify the planning director's determination on the application for a certificate of concurrency determination. Neither ~~T~~the board of adjustment nor the city commission shall ~~not~~ modify or reject the planning director's determination unless it finds that such determination is not supported by substantial competent evidence and is contrary to the criteria established in article XIV of chapter 22 of this code of ordinances and the intent of the comprehensive plan. ~~Committee d~~Decisions shall include findings of fact for each criteria.

SECTION 18. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 19. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 20. This Ordinance shall become effective on December 6, 2019.

APPROVED AS TO FORM & CORRECTNESS:

_____
Peter J. Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-044 was duly advertised by title only in the St. Lucie News Tribune on Sunday, October 6, 2019, and Sunday, October 20, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on October 21, 2019; and was duly introduced, read by title only, and passed on second and final reading November 4, 2019, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 4th day of November, 2019.

_____

Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____

Linda W. Cox
CITY CLERK

(CITY SEAL)

City Commission Regular Meeting **13. a.**

Meeting Date: 10/21/2019

Re: Submittal of Applications for Civil Service Appeals Board Alternates

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SUBJECT:

Applications submitted for appointment as Commission Alternates to the Civil Service Appeals Board.

SUMMARY:

Following the employee election and Civil Service Appeals Board appointment, the previously appointed City Commission alternates were selected as full members. Therefore, the Commission is required to select two new alternates.

RECOMMENDATION:

Review applications for consideration.

ALTERNATIVES:

Seek additional applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Human Resources Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2019
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

There is no fiscal impact for this agenda item.

Attachments

Current Membership
Amandro, Frank
Aller, Steven
Coe, Donna
Dahan, Michel
Gillette, Ellen

Neuman, Charlene
Todd, Jerome

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/04/2019 09:39 AM
City Manager	Nick Mimms	10/07/2019 01:08 PM

Form Started By: Linda Cox Started On: 10/04/2019 08:57 AM
Final Approval Date: 10/07/2019

First Name	Last Name	District/Position	Start	End
Pearl	Davis Liverpool	Employee Rep	5/5/2014	8/23/2021
Wesley	Taylor	Employee Rep	6/14/2016	8/23/2020
Edward	Cox	CSAB Appt	8/7/2017	9/18/2020
J.W.	Gaines	Comm Appt/Chairman	5/5/2014	7/31/2020
Christine	Taylor	Comm Appt	7/6/2015	7/31/2021
Kori	Benton	Alt. Employee	8/23/2019	8/23/2021
William	Conavay	Alt. Employee	8/23/2019	8/23/2021
Samuel Tony	Barnes	Alt. CSAB	9/18/2019	9/18/2021
Bertha	Sullivan	Alt. CSAB	6/14/2016	9/18/2021

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeals Board

Name: Frank J. Amandro	Phone: (772) 579-1852
Home Address: [redacted] City/Zip Code:	How long at this address? 8/2007
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Assistant Director; St Lucie County Public Safety Dept.	

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☒ No Other:
Describe your education, background, training and knowledge – (feel free to attach a resume):

See the attached resume.

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☒ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: LINDA COX Applicant Email Address: amandrof@stlucie co.org

Date: 5/9/2019 Applicant's Signature [signature]

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Frank J. Amandro

Objective

I am a highly accomplished and motivated law enforcement executive with a Master's Degree in Criminal Justice Administration. I have twenty-five years of exemplary supervisory, management, administrative, and leadership experience with the City of Fort Pierce and the Fort Pierce Police Department. Eighteen of these years of experience is in an executive staff position.

Professional Development

Florida Department of Law Enforcement – Contemporary Issues for LE Executive (2007)
Federal Bureau of Investigation – National Academy 221st Session (2005)
Federal Bureau of Investigation – Florida Executive Development Seminar (2004)

Professional Experience

2019— Present

Assistant Director, Public Safety Department
St. Lucie County board of County Commissioners

- Management and administration of the Public Safety Department: Emergency Management Division, Radiological Division, 911 Communications Division, Animal Safety Division, Marine Safety Division, and the 800 MHz Radio System.
- Participate in the development and administration of the department's budget; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments and appropriate and necessary.
- Organization and facilitation of department, divisional, and community meetings, including public speaking engagements and presentations.
- Served as liaison between department and community leaders, governmental officials, and first responder agencies throughout the Treasure Coast.

2012 — 2019

Deputy Chief
Community Policing Bureau

- Management and administration of Patrol Division, Fiscal Management Division, Records Division, Information Technology Department, Grants, Armory, Fleet, and assisted the Public Information Officer.
- Participate in the development and administration of the department's budget; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments and appropriate and necessary

- Organization and facilitation of department, divisional, and community meetings, training events, including public speaking engagements and presentations
- Served as liaison between department and community leaders, business organizations, government officials, other law enforcement agencies and other city departments.
- Participate and coordinate in the development and implementation of goals, objectives, policies and priorities for assigned programs: recommend and administer policies and procedures.
- Monitor and evaluate the efficiency and effectiveness service for assigned programs; recommend appropriate service and staffing levels.
- Coordinate, organize, and schedule assigned personnel and other resources to achieve departmental goals; assign work activities, projects and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
- Provide staff assistance to the Chief of Police; participate in a variety of boards, commissions, and committees; prepared and presented staff reports and other necessary correspondence.
- Member of the City of Fort Pierce's Contract Negotiation Team, representing the Chief of Police while negotiating three annual contracts: Treasure Coast Police Benevolent Association, Lieutenants and Sergeants Unit; International Union of Police Association, Police Officers Unit, and the Local Teamsters Unit.
- Emergency Management Director for the City of Fort Pierce.

2006 — 2012

Captain

Administrative Services Bureau

- Management and administration of Fiscal Management Division, Records Division, Information Technology Department, Grants, Training and Recruiting, Armory, Fleet, Animal Control, Evidence, K-9 Unit, and Public Records Requests.
- Emergency Management Director for the City of Fort Pierce.

1999 — 2006

Lieutenant

Neighborhood Policing Bureau: Patrol Commander (2004 – 2006)

- Management and administration of patrol division, community policing, crime prevention, juvenile intervention, animal control, and traffic enforcement program and activities
- Back-up Public Information Officer
- Assistant Emergency Management Director

Crime Suppression Unit: Commander (2002-2004)

- Development, management, and administration of street crimes, covert, and narcotics investigations.
- Preparation, management, and administration of the Gang Reduction and Abatement Program, Weed & Seed Initiative, and Project Safe Neighborhoods Grant.

Community Response Division: Commander (2001-2002)

- Management and administrative of community policing, crime prevention, juvenile intervention, animal control, and traffic enforcement programs and activities.
- Coordination of law enforcement services for special events.

Investigative Services Bureau: Executive Officer (2001)

- Management and administration of criminal investigations, special operations, crime scene investigations and investigative/victim assistance programs and activities.
- Developed and implemented the Gang Reduction and Abatement Program, a federally funded grant and its $95,000 annual budget, developing a strategic plan to reduce the persistent gang problem throughout the city.

Office of Professional Standards (1999-2001)

- Created and managed the transition from an internal administration division, a one member unit to a multi-faceted Office of Professional Standards to include Accreditation, Training and Recruiting.
- Management and administration of random drug testing/screening, investigation of personnel complaints, conducted staff inspections and audits of various operations within the entire agency, as well as Accreditation, Training, Recruiting and the Armory.

1997— 1999

Sergeant

- General assignment: supervisory responsibility for shift personnel and activities, including scheduling, evaluation, critical incident management, personnel complaint investigation and field supervision.

1997

Detective

- General assignment: management and investigation of criminal investigations ranging from theft or homicide investigations.

1994 - 1997

Police Officer

- General assignment: patrol duties including enforcement, prevention, report writing, evidence collection, and providing court testimony

Skills and Accomplishments

2011 – 2014

Adjunct Professor

2006 – 2018

Emergency Management Director

Education

August 2003— May 2005 *Lynn University* *Boca Raton, Florida*

Master's of Science Degree: Criminal Justice Administration

January 1985— June 1989 *St. John's University* *Jamaica Queens, New York*

Bachelor of Fine Arts: Graphic Design

Professional and Community Memberships

Florida Police Chief Association, Member
Federal Bureau of Investigation National Academy – Florida Chapter, Member
Treasure Coast Chiefs of Police and Sheriffs Association, Member
St. Lucie Chamber of Commerce, Fort Pierce Area Council, Member
Florida Department of Emergency Preparation, Member

CITY OF FORT PIERCE

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RECEIVED
MAR 21 2019
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeals Board

Name: Steven E. Aller	Phone: 772-579-8214
Home Address: 411 NW Sheffield Circle City/Zip Code: Port St. Lucie FL 34983	How long at this address? 14 years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Retired Telecommunication Manager	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☒ Yes ☐ No Real Estate Brokering: ☒ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Public Utilities Describe your education, background, training and knowledge – (feel free to attach a resume): Resume Attached	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: N/A	Applicant Email Address: Sealler2@gmail.com
Date: 3/19/19	Applicant's Signature: [signature]

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Resume Steve Aller

Date: January 26, 2017 Page I of 3

I would like to find a position that will use my technical and customer contact skills at any Level.

Experience: I took an early retirement offer as a Director with SBC communications in Columbus, Ohio. During my career I was a lineman, cable repairman, splicer, installer and test deskman. I managed outside crews doing Installation and Maintenance, Cable Rehabilitation crews, Fiber Optic and Digital Maintenance, Remote Terminals, Controlled Environmental Vaults, Air Pressure and Air Dryer maintenance, Plant Protection and New Construction crews as well. My last assignment consisted of managing four area managers, 40 managers and over 400 non-management employees across the state of Ohio covering numerous disciplines of the telecommunications business under the Infrastructure Maintenance umbrella. I have an extensive safety background in man-holes, controlled environmental vaults, ladders, aerial lifts, trenches/open pits, tools, work area protection, motor vehicle safety, gas cylinders and much more. I am familiar with lock-out/tag-out procedures as well.

I have project Manager experience on a regional level. I project managed the Ameritech Y2K remote terminal DLC carrier back-up power plants and maintenance. I developed the first Digital Loop Carrier maintenance organization for Ohio which was later the model for the Ameritech Region which I Project Managed as

well. I was also one of the Project Managers for the development and implementation of the Infrastructure Maintenance organization across the SBC/Ameritech region. I developed the first Cable Rehabilitation crew in Columbus, Ohio which was then used as the model across the entire five state region.

Education: 1980 Associates Degree Franklin University Columbus, Ohio. 1990 Certificate of Management from Capital University Columbus, Ohio

I am able to work flexible hours and can travel to meet job expectations.

I was employed by Ameritraining Inc. as a contract trainer. I was qualified to train the entire AT&T U-Verse IPTV training package including VOIP. I was also qualified to train Centurylink's entire Prism IPTV courses. I have also been a Red Cross Instructor. 12/2005 to 5/2010.

I was employed as a Supervisor Regional Operations by Centurylink. My responsibilities were to manage 14 Technicians in a very large geographical area in South Carolina to provide phone and internet services. I was assigned numerous projects during my time with Centurylink and served on many regional projects. 5/2010 to 12/2016

Community Service Officer, Hollywood Police Dept. Hollywood, Florida 4/2004 to 11/2004

I do volunteer work for the St. Lucie Humane Society and do rescue work for them.

Contact Information: Steve Aller

Home Address: 411 NW Sheffield Circle

Port St. Lucie, Florida 34983

Home Telephone#: 772-579-8214

Cell#: 772-579-8214

E-Mail: sealler@ameritech.net.

CITY OF FORT PIERCE

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RECEIVED
MAY 09 2019
HUMAN RESOURCES
CITY OF FORT PIERCE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name: DONNA L. CODE	Phone: 772.323.5243
Home Address: 7205 OCALA AVE City/Zip Code: FORT PIERCE, FL 34951	How long at this address? 5 1/2 years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: BRANCH MANAGER	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: 7205 OCALA AVE FORT PIERCE, FL 34951 — DEE7CEE'S TRUCKING, LLC HAUL FREIGHT THROUGHOUT STATE OF FL	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location: PNC BANK 500 VIRGINIA AVE FORT PIERCE, FL 34982	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☐ Yes ☒ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): M.S. in Human Resource Development ~~of~~ Administration B.S. in Professional Administration	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: SERITHA REEVES Applicant Email Address: deecoe@att.net	
Date: 5/9/19 Applicant's Signature [signature]	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

DONNA L. COE

7205 Ocala Avenue
Fort Pierce, FL 34951
Phone: (772)323-5243
Email: deecoe@att.net

OBJECTIVE

To secure a position that will enable me to maintain and enhance production while developing strong manpower, identifying talent, and deploying professional development programs in order to achieve organizational goals and fulfill employees' needs through efficient and effective training.

QUALIFICATIONS

- Articulate and remarkable communicator with the ability to work well with others while maintaining extremely professional manner in all business environments.
- Capable of administering multiple projects at once with a strict adherence to time.
- Skilled problem solver by applying creative approach and resourcefulness to maintain smooth flow in a fast pace environment.
- Knowledgeable and proficient in creating various types of reports in Microsoft Word, Excel, Power Point, and Access.
- Valuable motivator to personnel in need of personal and professional growth to better performance within an organization.
- Strong operational management skill with a great team building character.
- Competent of supervising and coaching diverse group of individuals in effective atmosphere while maintaining patience to understand and satisfy the needs of consumers in today's market.

EDUCATION & LICENSING

2006 Master of Science in Human Resource Development & Administration, Barry University
2003 Bachelor of Science in Professional Administration, Barry University

- Indian River State College Teaching Certificate in Human Resources
- Public Notary, State of Florida

EMPLOYMENT

11/2000 – present **Branch Manager;** PNC Bank, Ft. Pierce, FL

- Supervise, audit, and coach team of 10 employees
- Conduct performance and developmental monthly one-on-one coaching sessions
- Resolve client service issues.
- Network with community leaders to advance prospective sales opportunities
- Monitor and increase branch profitability by expanding client and prospect relationships through effective profiling, cold calls, and outreach initiatives.
- Interview, hire, and recruit diverse talent for positions of customer service representatives, teller supervisor, consumer bankers, licensed financial consultants, and assistant managers.
- Community promoter by creation of acquisition events and facilitation of financial literacy workshops

07/1998 – 11/2000 **Assistant Sales Manager;** Service Merchandise, Jensen Beach, FL

- Supervise, train, and evaluate diverse group of 53 employees
- Motivate higher sales performance by 3% monthly increase through weekly sale meetings, team task, contests and time off incentives.
- Recruit, interview and hire diverse candidates through job fairs, table stands advertisements and store walk-ins for employment with the jewelry and home goods departments
- Generate weekly 40-hour work schedules for non-exempt employees
- Encourage sales and resolve customer service issues
- Inventory stock and arrange floor displays.

CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: CSAB KB for M. Dora

Name: Michel Dahan	Phone: 772-812-9600
Home Address: 1809 Eucalyptos Av FP. 34949 City/Zip Code:	How long at this address?
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Realtor	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☑ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): I'm a Realtor	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify: CSAB	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: Michel_Dahan@yahoo.com
Date: 6/13/19	Applicant's Signature Dahan

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fax (772) 467-3841 or via email at lcox@city-ftpierce.com

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeals

Name: Ellen Gillette	Phone: 910-890-2839(c)
Home Address: 859 Noa Street City/Zip Code: Fort Pierce, Fl 34982	How long at this address? 6 yrs

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: Freelance writer/photographer; substitute teacher

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No BUT!
If yes, list the address and nature of said business: as a book author I am sometimes a vendor at city events.

Do you now or in the future plan to do business with the City of Fort Pierce? ☑ Yes ☐ No
If yes, in what capacity? I occasionally volunteer with FPPD, but understand I may need to quit that if chosen to serve on the Civil Service Appeals Board.

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No BUT!
If yes, state the business and location:
Technically, I am employed as a sub by the Diocese of Palm Beach but I sub for John Carroll High /St. Anastasia schools in Fort Pierce.

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☐ Yes ☑ No
Contracting: ☐ Yes ☑ No Land Development: ☐ Yes ☑ No Other:
Describe your education, background, training and knowledge – (feel free to attach a resume):
No special training in construction but have helped build, roof, etc. Primary skills are writing, editing, communication, speaking, teaching.

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Lt. Caleb Gillette Applicant Email Address: ellengillette22@gmail.com

Date: 5/8/19 Applicant's Signature Ellen Gillette

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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Fax (772) 467-3841 or via email at lacy@cityfortpierce.com

CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name: Charlene Neuman	Phone: 772 461 6493
Home Address: 5710 Palmetto Dr. City/Zip Code: Fort Pierce FL 34982	How long at this address? 37yr
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Book Keeper	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No If yes, in what capacity? LF Staffing Empolyee at Sunrise Theatre	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Associate Degree in Accounting Tidewater Community Collage Associate Degree in Bussnes Indian River Community Collage	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: Charneu@Bellsouth.net
Date: 3-1-19	Applicant's Signature Charlene L Neuman

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
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THE SUNRISE CITY
FORT PIERCE
Florida
HUMAN RESOURCES
DEPARTMENT

RECEIVED
MAR 15 2019
HUMAN RESOURCES
CITY OF FORT PIERCE

February 24, 2019

Charlene Neuman
5710 Palmetto Drive
Fort Pierce, FL 34982

Dear Mrs. Neuman,

RE: Board Member Term Expiration

Your term as a Commission Appointed Regular Member of the Civil Service Appeals Board has expired. If you would like to be re-appointed to the Board, please respond by March 6, 2019.

Enclosed is an "Application of Re-Appointment" that ***needs to be filled out and returned with your response.*** You may email it to bmoore@city-ftpierce.com or mail it by using the stamped, self-addressed envelope that is enclosed for your convenience.

Thank you for your past and continued support of the Civil Service Appeals Board. If you have any questions, please feel free to contact me.

Sincerely,

KEB for Barbara Moore
Barbara G. Moore

Assist. Secretary to the Civil Service Appeals Board

Enclosure

✓ I elect ***to serve*** another term -------- I elect ***not to serve*** another term

CITY OF FORT PIERCE
HUMAN RESOURCES
MAY 09 2019
RECEIVED

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Civil Service Appeals Board.

Name: Jerome E Todd SR.	Phone: 772-318-8079
Home Address: 690 N.W. Kingston Street City/Zip Code: Ft St Lucie, 34983	How long at this address? 12 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Semi Retired.	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☐ Yes ☑ No Contracting: ☐ Yes ☑ No Land Development: ☐ Yes ☑ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Please see Resume	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: JeromeTodd2@Gmail.com
Date: 5/9/19	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Jerome E Todd Sr
690 NW KINGSTON ST
PORT SAINT LUCIE, FL 34983
Phone: (772) 336-1705
Email: jerometodd@gmail.com

Profile

Looking for a career with a fast paced company with many chances to advance. I would like to utilize my experience and leadership in mentoring, providing trainings, encouragement and motivation.

Professional Skills

- Non-Violent Crisis Intervention
- Certified Red Cross Trainer
- Train The Trainer
- Primary Leader
- 20 Years of supervising staff
- Oversee the Daily operations of youth programs
- Veteran of US Army 82nd Airborne Division

Experience

Patient Services/Security Manager

09/2015 - 04/2018 Dynamic Life Recovery Ctr Fort Pierce, FL

- Supervised 14 Behavioral Health Technician
- Responsible for shift scheduling all staff trainings
- Internal investigation dealing with staff and patients concerns
- Provided a detail report for supervisor
- Scheduled transportation for patients to any appointments off campus
- Supervised the maintence department and housekeeping
- Responsible for the upkeep of the facility's ordering supplies to meet the need of staff and patients.

Life Coach

11/2013 - 06/2015 Eckerd Youth Alternatives Port Saint Lucie, FL

- Actively engage with youth (ex-gang members, gang affiliated, youth with backgrounds and social/family issues) in the center and community in preparation for life and educational experiences by encouraging theme to explore learning opportunities a while persevering to challenging tasks.
- Interview, review records, and confer with other counselors to evaluate individuals' mental and physical condition and to determine their suitability for participation in a specific programs.
- Complete and maintain accurate records or reports regarding histories and progress, services provided, or other required information.
- Confer with youth to discuss options, develop short and long tem goals with a plan to reach them while accessing needed services.
- Provide crisis intervention individually or in group sessions in overcoming background situations, adjusting to life or making changes
- Complete at least 10 hours of professional development each year.

Unit Director

06/2005 - 05/2013 Boys and Girls Club of St Lucie County Fort Pierce, FL

- Managed the training and supervision of up to 7 staff and volunteer workers in enforcing rules and regulations of recreational facilities while maintaining discipline and the assurance of safe and fun activities.

- Greet new arrivals to activities, introducing them to other participants, explaining facility rules while encouraging participation.
- Organized, led, and promoted interests in recreational activities, such as arts, crafts, sports, games, camping, and hobbies.
- Encouraged educational opportunities by scheduling events with military branches, vocational schools, service industry professionals and local colleges.

Assistant Director

06/1997 - 06/2005 S.T.O.P. Camp Hobe Sound, FL

- Assisted the Program Director in the daily operations of the camp.
- Conducted the interviewing, hiring and training of new personnel.
- Prepared staff work schedules and assigned specific duties.
- Directed and supervised staff in the planning, scheduling and coordination of all activities.

Education

Issuing Institution	Location		Course of Study
Brookline College	FL	Bachelor's Degree	Management
Currently working on a Bachelor's Degree in Management			
Red Cross	Vero Beach, FL	Vocational School Certificate	CPR Trainer
Valencia College	Orlando, FL	Vocational School Certificate	Train the Trainer
This course taught different techniques on how to train employees.			
Bocas	Amityville, NY	1 Year of College or a Technical or Vocational School	Electronic Tech and Computer Repair

Certifications

Certification Title	Issuing Organization	Completion Date	Expiration Date
Restorative Justice And Victim Impact	DJJ West Central Region	03/2003	
Instructor Techniques Workshop	Criminal Justice Institute	10/2004	
Non-Violent Crisis Intervention	Children Services Council Of Palm Beach County	01/2005	
Instructors Red Cross Traning	Red Cross	02/2009	02/2017

Achievements

- Volunteer Speaker at locale High Schools
- Volunteer Wrestling Coach- Ft Pierce Central High School
- Army Achievement Award
- Good Conduct Award
- Army Service Ribbon
- Parachute's Badge
- NCO Professional Development Medal
- Teaching Basic computer skills to senior citizen
- Electronic Technician