

## **CITY PLANNING BOARD**

### **BOARD AGENDA**

Planning Board Regular Meeting - Tuesday, January 8, 2019 - 6:00 p.m.  
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CONSIDERATION OF ABSENCES**
5. **APPROVAL OF MINUTES**
  - a. Minutes from the December 11, 2018 meeting
6. **NEW BUSINESS**
  - a. Annexation - Robert Cleveland - 2607 Kerr Street
  - b. Conditional Use - Little Scholars Academy/Child Day Care Facility - 810 S. 6th Street
  - c. Conditional Use - We Buy Scrap - 3340 Enterprise Road
  - d. Conditional Use - Jones Dwelling Rental - 355 S. Ocean Drive #601
7. **BOARD COMMENTS**
8. **ADJOURNMENT**

Any person seeking to appeal any decision by the Planning Board with respect to any matter considered at this meeting is advised that a record of proceedings is required in any such appeal and that such person may need to insure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

Persons who require special accommodations under the Americans with Disabilities Act (ADA) should contact (772) 467-3729, at least five (5) days prior to the meeting. Persons who are hearing or speech impaired may use the Florida Relay System by dialing 711.



**Planning Board**

**5.a.**

Meeting Date: 01/08/2019

---

Information

REQUESTED ACTION

Minutes from the December 11, 2018 meeting

LOCATION

RESPONSIBLE STAFF

RECOMMENDATION

---

Attachments

PB Minutes 12.11.18

---

**Form Review**

Form Started By: Alicia Rosenthal  
Final Approval Date: 01/02/2019

Started On: 12/19/2018 11:30 AM

# DRAFT



## CITY OF FORT PIERCE PLANNING BOARD

---

### Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, **DECEMBER 11, 2018**, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Present: **Jovona Parker; Michael Broderick; Bob Burdge; Brian Paul; Frank Creyaufmiller, Chairman**

Absent: **Tim O'Connell; Gloria Johnson-Scott**

Staff Present: **Benjamin Bryan , Interim City Attorney  
Rebecca Grohall , Planning Director  
Rebeca Guerra , Assistant Planning Director  
Vennis Gilmore , Planning Analyst  
Brandon Creagan , Planner  
Alicia Rosenthal , Executive Assistant**

4. **CONSIDERATION OF ABSENCES**

Ms. Johnson-Scott and Mr. O'Connell called in with reasonable excuses for not attending.

5. **APPROVAL OF MINUTES**

- a. Minutes from the November 13, 2018 meeting

**Motion was made by Michael Broderick, and seconded by Jovona Parker to approve the minutes from the November 13, 2018 meeting.**

**AYE: Bob Burdge, Brian Paul, Jovona Parker, Michael Broderick, Chairman Frank Creyaufmiller**

Passed

**6. NEW BUSINESS**

**a. Conditional Use - Little Scholars Academy/Child Day Care Facility - 810 S. 6th Street**

This item was moved to the January 8, 2019 Planning Board meeting.

**b. Conditional Use - Bifulci & Paglia Dwelling Rental - 355 S. Ocean Drive #304**

Mr. Gilmore gave an overview of the application.

Nancy Rayborn, Real Estate Broker, stated she would fulfill the role of the property manager. Ms. Rayborn explained the HOA regulations for rentals is twice per year and more than 60 days but the owner wants a 90 day to 6 month tenant.

Ms. Grohall stated that if the rental is longer than 6 months, it would be regular rental.

Mr. Broderick suggested the Planning department consider that the applicant provide a property management contract to the city.

No one spoke against the application.

**Motion was made by Michael Broderick, and seconded by Jovona Parker to forward a recommendation to approve the request with the following conditions:**

- 1) The maximum occupancy ensures compliance with City Code Section 8.5-43.- Required space in dwelling units, based upon the size of each unit;**
- 2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
- 3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and**
- 4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.**
- 5) Limit no more than 2 vehicles.**
- 6) Include the City of Fort Pierce Business Tax License number on all advertising.**

AYE: **Brian Paul, Jovona Parker, Michael Broderick, Bob Burdge, Chairman Frank Creyaufmiller**

Passed

**c. Conditional Use - Smith Dwelling Rental - 1002 Windward Drive #3101**

Mr. Gilmore gave an overview of the application.

Mellissa Allison, Property Manager, stated she would be assigned to the rental.

No one spoke against the application.

**Motion was made by Jovona Parker, and seconded by Brian Paul to forward a recommendation to approve the request with the following conditions:**

- 1) The maximum occupancy ensures compliance with City Code Section 8.5-43.- Required space in dwelling units, based upon the size of each unit;**
- 2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**

- 3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and**
- 4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.**
- 5) Limit no more than 2 vehicles.**
- 6) Include the City of Fort Pierce Business Tax License number on all advertising.**

AYE: **Jovona Parker, Michael Broderick, Bob Burdge, Brian Paul, Chairman Frank Creyaufmiller**

Passed

**d. Conditional Use - We Buy Scrap - 3340 Enterprise Road**

This item was moved to the January 8, 2019 Planning Board meeting.

**e. Conditional Use - Wilson Vehicle Storage - 2422-601-0001-000-4**

Chairman Creyaufmiller expressed that he had the opportunity to visit with Mr. Wilson.

Mr. Creagan gave an overview of the application and answered questions from the Board on property violations, asphalt millings, landscape hedge, fencing and irrigation.

Gregg Boggs, Applicant Representative, explained that the millings were removed on December 11, 2018 and that a Cocoplum hedge grows 4-8 feet in height. Mr. Boggs stated the property is secured with a gate and the plan is to have temporary irrigation. Mr. Boggs said the vehicle storage is for overflow and additional car storage for the Cars Unlimited business only and no service work will be performed.

Ms. Grohall stated that the irrigation plan is required at the time of building permit.

Board discussion ensued on landscaping and screening around the entire location.

**Motion was made by Bob Burdge, and seconded by Michael Broderick to forward a recommendation to the City Commission for approval of the request as presented with the following conditions**

- 1. A lighting plan or photometric survey that demonstrates compliance with City Code 22-60 (j)(1)(a) must be submitted with the building permit.**
- 2. Provide a 5 foot wide concrete sidewalk along South 3rd Street. This sidewalk shall extend to the limits of the property.**
- 3. At time of Building Permit submittal, the applicant shall provide detailed drawings complete with sidewalk and driveway construction information.**
- 4. Ensure that all outstanding Code or Building Department violations are resolved prior to the submittal of the building permit for site improvements.**
- 5. The Cocoplum hedge extend around the total perimeter of the property.**

AYE: **Michael Broderick, Bob Burdge, Brian Paul, Jovona Parker, Chairman Frank Creyaufmiller**

Passed

f. **Conditional Use with New Construction - Ghezzar Single Family Residence - 410 S. Ocean Drive**

Mr. Creagan gave an overview of the application.

Tom Cooper, Architect and Applicant Representative, provided background for the proposed house and stated the home location was moved back 10 - 15 feet to the west.

Steve Weaver, Adjacent Property Owner, voiced his concerns with the distance of the house from the street and the design in accordance with City of Fort Pierce code 22-58 and 22-59 and he also stated the application was incomplete.

Elissa Ghezzar, Owner, stated the home is a small footprint with a minimalist design. Ms. Ghezzar stated they were looking for a clean look and the area doesn't warrant million dollar homes.

Ms. Grohall stated the item can be tabled and once the Planning department receives and reviews the balance of the drawings, the item would go back to the Technical Review Committee and then be rescheduled for the February Planning Board meeting.

**Motion was made by Bob Burdge, and seconded by Jovona Parker to table the application.**

AYE: **Bob Burdge, Brian Paul, Jovona Parker, Michael Broderick, Chairman Frank Creyaufmiller**

Passed

g. **Major Amendment to Planned Development - Discovery Church - 4403 S. 25th Street**

Ms. Guerra gave an overview of the application.

Tod Mowery, Applicant Representative from Redtail, gave a presentation on the Church and stated the original proposal was part of the Oak Alley Planned Development in 2003. Mr. Mowery stated a 7,200 square foot church site is being relocated from Savannah Ridge Elementary school. Mr. Mowery answered questions from the Board on church utilization and traffic.

Mike Menard, Architectonic, was available for questions from the Board

Pastor Tim O'Carroll explained he would like to add a youth ministry night and after school mentorship.

**Motion was made by Bob Burdge, and seconded by Jovona Parker to recommend approval of the request as presented, subject to two (2) Conditions of Approval:**

- 1. Provide a lighting plan or photometric survey that complies with City Code 22-60U)(1)(b).**
- 2. Provide bicycle parking at a rate of 1 bicycle space per 10 motor vehicle spaces pursuant to City Code 22-60(f)(1)(a). Please follow the design, location, and size requirements of City Codes 22- 60(f) (1)(b)-(d). The required number of bicycle spaces would be 11 according to the parking spaces provided on the Site Plan.**

AYE: **Brian Paul, Jovona Parker, Michael Broderick, Bob Burdge, Chairman Frank Creyaufmiller**

Passed

**h. Major Amendment to Planned Development - Harbour Isle- 825 Seaway Drive**

Mr. Creagan gave an overview of the application and answered questions from the Board on the number of storefronts, transit availability, bike fix it station, curb cuts, dumpster enclosure, pedestrian access and deceleration lane.

David Baggett, Applicant Representative from Engineering Design and Construction, stated they had a Pre-Application meeting with the Florida Department of Transportation (FDOT) and trip generation, traffic, driveways and curb cuts were discussed. Mr. Baggett said there will be two points of entry into the shopping center. Mr. Baggett answered questions from the Board on traffic safety, deceleration lanes and a cross easement agreement.

Craig Mason, Applicant, elaborated on the Pre-Application meeting with FDOT and stated the traffic study includes all the potential uses on the site; Cumberland Farms, medical development and retail development. Mr. Mason stated they had a meeting with the Harbour Isle residents and a pedestrian walkway was added to purely serve the residents and adding another driveway is out of their hands because it is being handled by FDOT. Mr. Mason said he would be willing to further the discussion with the residents to address their concerns.

Diane Barbaret, Harbour Isle Resident, provided the Board with a handout addressing the concerns of several Harbour Isle residents.

Rob Robertson Harbour Isle Resident, voiced his concerns on proper cleanliness of the retail center and he showed pictures of solutions for an enclosed trash receptacle.

Annette Rudd, Harbour Isle Resident, suggested that the colors and roofing of Harbour Isle Shoppes mimic Harbour Isle.

Bobby Malatesta, Harbour Isle Resident, provided a handout to the Board detailing the health and safety concerns for the proposed Harbour Isle Shoppes.

Board discussion ensued regarding an additional meeting with the developer and residents regarding their concerns.

Pat Delvechio, Harbour Isle Board Member, stated the Board is not actively involve with the discussion and they have not taken a position at this time.

Chairman Creyaufmiller stated he was surprised that the Harbour Isle's Associations aren't being represented at the meeting.

Ms. Grohall stated, from the beginning of this project staff encouraged the applicant to work with the Harbour Isle group and it seems the applicant fulfilled the request.

Mr. Broderick asked if the Planning Department can work with the development team to address the residents concerns.

**Motion was made by Bob Burdge, and seconded by Jovona Parker to forward a recommendation of approval to the City Commission with the following conditions.**

**1. A six (6) foot wall or opaque fence is constructed on the property line that borders the residential component of Harbour Isle. The landscaping that is currently on this property line must also stay in place.**

**2. A bike fix it station be included.**

**AYE: Jovona Parker, Michael Broderick, Bob Burdge, Brian Paul, Chairman Frank Creyaufmiller**

Passed

## **7. BOARD COMMENTS**

Ms. Grohall thanked the interim City Attorney, Judge. Bryan, for his steadfast guidance and she stated that a new City Attorney, Peter Sweeney, has been chosen and will be starting the beginning of January.

Mr. Bryan stated he was pleased to have the opportunity to work with the City.

## **8. ADJOURNMENT**

## CONCERNS OF OWNERS OF HARBOUR ISLE CONDOMINIUMS

### 1

Planning Commission Rebecca Grohall

Planning Director P.O.Box 1480

Fort pierce, FL 34954

November 28, 2018

Subject: 825 Seaway Drive Planned Development

To Whom It May Concern;

We, the residence of Harbour Isle East/West, would like you to consider our concerns in proposed 825 Seaway Drive Planned Project. Parcel 2402-501-0001-010-8, FUTURE CUMBERLAND FARMS and Parcel 2402-501-0001-000-5, HARBOUR ISLE SHOPS.

#### CONCERNS: PLANNED HARBOUR ISLE SHOPS.

- Blight, many locations unoccupied for over a year.
- Noise pollution from planned outside eating area.
- Aesthetics conform to existing architectural buildings, including roof materials.
- Light pollution
- Truck loading/unloading (planned to be behind buildings within 200 feet of 48 condominiums).
- Refuse bins, again, next to condominiums. Rodents, smell and noise.
- Pedestrian walkway.

#### CONCERNS: CUMBERLAND FARMS on the Major Amendment to Harbour Isle PD

- Gas station within 200 feet of 48 condominiums. (see attachment A)
- Noise pollution to immediate area.
- Light intrusion (24hrs) into the condominiums.
- Health concerns from gasoline fumes (methyl tertiary-butyl ether, benzene and 150 other chemicals that are added to gasoline.
- Proposed ground water draining into Harbour Isle Master Storm Water System. This will drain into our lake which we maintain.
- Chevron Gas/Convenience store already exists across the street.
- Future blight of the existing Cumberland Farms and other vacant storefronts.
- Lowers our property value.

#### RECOMMENDATIONS:

- Builder to pay and plant trees along the wall on HIE property to help with noise and lights from the proposed truck loading docks.
- Totally enclosed rubbish bins to deter rodents and keep the smell down.
- Design conformity to Harbour Isle.
- Enclosed ground level air conditioners.
- Restricted hours for proposed restaurants, businesses, and Cumberland Farms.

WE ARE THE CONCERNED RESIDENTS OF HARBOUR ISLE

PRINT NAME
Linda Duro Carmine Prestia
Rosalie Marino
Joseph Marino
TEAN KUSSEL
MARY LYNN SHAW
LIBERT STAPLES
Annette Sannida
Susan Del Vecchio
Patricia Quinn -
Mary Lambert
TIMOTHY F. DONOVAN
PIETRO e ROSA FLORIO
Jean Lepaci
Barbara Pesto
SOPHIE ORME
Celine Theriault
JOHN T ORME
RICHARD HARVEY
DENNIS e BEV SARLO
DAN ANDERSON
DAN ANDERSON
Linda Crea
Cathy Hegedus
Tammy Casson
Kathy Woodward
Jim e Annette Ruchl
Bobby MALATESTA
THEODORE SAWICZ
Michael Mahoney
Dony Aguerb

BUILDING/ UNIT
8 / 204
12 / 302
2 / 302
2 / 203
38 / 302
38 / 302
3 / 206
7 / 103
6 / 404
7 / 201
7 / 306
37 / 303
6 / 105
6 / 305
3 / 205
7 / PH06
3 / 205
7 / PH-6
4 / 202
37 / PH02
37 / 304
9 / 204
37 / PH01
37 / 306
37 / PH02
37 / PH04
37 / PH06
37 / 204
37 / PH5
37 / PH5
1

SIGN NAME
Linda Duro
Rosalie Marino
Joseph Marino
Tean Kussel
Mary Lynn Shaw
Robert Staples
Annette
Susan Del Vecchio
Patricia Quinn
Mary Lambert
Timothy Donovan
Pietro Florio
Jean Lepaci
Barbara Pesto
Sophie Orme
Celine Theriault
John T Orme
Richard Harvey
Dennis e Bev Sarlo
Dan Anderson
Dan Anderson
Linda Crea
Cathy Hegedus
Tammy Casson
Kathy Woodward
Jim e Annette Ruchl
Bobby Malatesta
Theodore Sawicz
Michael Mahoney
Dony Aguerb







# CONCERNS OF OWNERS OF HARBOUR ISLE CONDOMINIUMS

## 1

Planning Commission Rebecca Grohall

Planning Director P.O.Box 1480

Fort pierce, FL 34954

November 28, 2018

Subject: 825 Seaway Drive Planned Development

To Whom It May Concern;

We, the residence of Harbour Isle East/West, would like you to consider our concerns in proposed 825 Seaway Drive Planned Project. Parcel 2402-501-0001-010-8, FUTURE CUMBERLAND FARMS and Parcel 2402-501-0001-000-5, HARBOUR ISLE SHOPS.

### CONCERNS: PLANNED HARBOUR ISLE SHOPS.

- Blight, many locations unoccupied for over a year.
- Noise pollution from planned outside eating area.
- Aesthetics conform to existing architectural buildings, including roof materials.
- Light pollution
- Truck loading/unloading (planned to be behind buildings within 200 feet of 48 condominiums).
- Refuse bins, again, next to condominiums. Rodents, smell and noise.
- No Pedestrian walkway.

### CONCERNS: CUMBERLAND FARMS on the Major Amendment to Harbour Isle PD

- Gas station within 200 feet of 48 condominiums. (see attachment A)
- Noise pollution to immediate area.
- Light intrusion (24hrs) into the condominiums.
- Health concerns from gasoline fumes (methyl tertiary-butyl ether, benzene and 150 other chemicals that are added to gasoline.
- Proposed ground water draining into Harbour Isle Master Storm Water System. This will drain into our lake which we maintain.
- Chevron Gas/Convenience store already exists across the street.
- Future blight of the existing Cumberland Farms and other vacant storefronts.
- Lowers our property value.

### RECOMMENDATIONS:

- Builder to pay and plant trees along the wall on HIE property to help with noise and lights from the proposed truck loading docks.
- Totally enclosed rubbish bins to deter rodents and keep the smell down.
- Design conformity to Harbour Isle.
- Enclosed ground level air conditioners.
- Restricted hours for proposed restaurants, businesses, and Cumberland Farms.



**EFFECTS OF PLANNED DEVELOPMENT ON HARBOUR ISLE EAST**

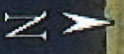
- \* LIGHT INTRUSION
- \* NOISE POLLUTION
- \* CRIME
- \* RESTRICTIVE HOURS



**68.5 FEET FROM BLDG. 37**

**47.6 FEET FROM BLDG. 38**

200 ft



# EXHIBIT A

## Is It Safe to Live Near a Gas Station?

### The health concerns for you or your family with living by the pump

Living and working within 100 meters (328 feet) of a gas station increases exposure to toxic chemicals.

Despite all the modern health and safety guidelines they must follow, gas stations can still pose *significant hazards to neighbors, especially children. Some of the perils include ground-level ozone* caused in part by gasoline fumes, groundwater hazards from petroleum products leaking into the ground, and exposure hazards from other chemicals that might be used at the station if it's also a repair shop.

Ozone pollution is caused by a mixture of volatile organic compounds, some of which are found in gasoline vapors, and others, like carbon monoxide, that come from car exhaust. Most gas pumps today must have government-regulated vapor-recovery boots on their nozzles, which limit the release of gas vapors while you're refueling your car. A similar system is used by the station when a tanker arrives to refill the underground tanks. But if those boots aren't working properly, the nearly odorless hydrocarbon fumes, which contain harmful chemicals like benzene, can be released into the air.

Higher ozone levels can lead to respiratory problems and asthma, while benzene is a known cancer-causing chemical, according to the National Institutes of Health (NIH). The quest to reduce ozone levels has led the state of California to implement a more stringent vapor-recovery law, effective April 1, 2009, which requires that all gasoline pumps have a new, more effective vapor-recovery nozzle.

Underground gasoline storage tanks can also be a problem. The U.S. Environmental Protection Agency (EPA) estimates that there are some 660,000 of them from coast-to-coast. Many a lawsuit has been filed against oil firms in communities across the country by people whose soil and groundwater were fouled by a gas station's leaking underground storage tank. In the past, most tanks were made of uncoated steel, which will rust over time. Also, pipes leading to the tanks can be accidentally ruptured.

When thousands of gallons of gasoline enter the soil, chemicals travel to groundwater, which the EPA says is the source of drinking water for nearly half the U.S. If buying a home, consider its potential loss in value if a nearby underground storage tank were to leak. Gasoline additives such as methyl tertiary-butyl ether (MTBE), which has been outlawed in some states, make the water undrinkable—and that is only one of 150 chemicals in gasoline. Repeated high exposure to gasoline, whether in liquid or vapor form, can cause lung, brain and kidney damage, according to the NIH's National Library of Medicine.

Spilled or vaporized gasoline is not the only chemical hazard if the station is also a repair shop. Mechanics use solvents, antifreeze and lead products, and may work on vehicles that have asbestos in brakes or clutches. Auto refinishers and paint shops use even more potentially harmful chemicals.

In today's car-centric world, we can't escape exposure completely, because these chemicals are in our air just about everywhere. But by choosing where we live, keeping an eye out for spills, and pressuring the oil companies to do the right thing for the communities they occupy, we can minimize our exposures.

**Health & Safety Concerns for the Proposed Harbour Isle Shops - 12 /11/2018**

Good evening, my name is Bobby Malatesta, my wife and I are residents and live at 37 Harbour Isle Dr.

I have a legitimate concern that this proposal is going to become a very dangerous Health and Safety issue.

Specifically because an entrance and egress are needed in close proximity of the Circle/Roundabout/Routing. So with this thought in mind, I watched the cars as they exited the the Circle. Almost without exception, each would accelerate as they would exit.

I said to myself, they're never going to have enough time to stop, if a car pulled in front of them to enter the development. I then used the 4 second rule I was taught some 60 years ago when I first started driving. They also use a 2 or 3 second rule. 4 seconds is to gauge a safe distance behind another car in front of you, if the ground is wet while driving.

It gives **you** more time **to** react and more time **to** stop.

You pick out a position marker (a utility pole, a tree a drive way, whatever) in the distance to simulate where a vehicle would be in front of you. You count to 4, seeing if you can stop safely if they were to stop abruptly in front of you. I then used what I gauged as the farthest proposed position marker, the proposed driveway on Seaway Drive. I counted, 1 thousand & 1, one thousand & 2, one thousand & 3, & 1 thousand 4. Most cars reached that point in 4 seconds, meaning a crash if another car stopped abruptly in front of them, or if a car turned abruptly to get into the driveway to the development. What happens then? Traffic will be stopped completely on Seaway Drive. Maybe even across the Causeway Bridge. The safest break-point using the 4 second rule: *Any interruption in traffic less than 210' presents a risk of serious accidents.*

*And, any entrance to the proposed mall should be at least 210' from the Circle/Roundabout/Routing.*

**Health & Safety Concerns for the Proposed Harbour Isle Shops - 12 /11/2018**

Some time back I had the unfortunate occasion to have been Med-evacuated out of Harbour Isle by our Rescue Squad to the Hospital. They got to me in less than 5 minutes because there was no traffic tie-ups. If that happens when the area is congested with a crash, will they be able to get to Harbour Isle to assist someone in distress? I doubt it.

I'm not looking to stop the developers from building on that property, but I do think they can use a different concept that will make all of us better neighbors and still provide them with a great business opportunity.

- The aim for any development should be to result in a benefit to citizens and in environmental and surrounding areas.

**Please indulge me for a moment more.**

It is my belief that we as Residents, Planning Boards and Developers should start thinking "**OUT OF THE BOX**" when it comes to any proposed developments on an Island such as ours. Times are changing at a very fast pace. The **Brick-N-Mortar** stores of the past are going by the wayside. The Sears, the JC Penny's, the K-Mart's, the Bed-Bath & Beyond's, and the Toys-R-Us are struggling or are completely out of business. All, because of the Amazon model. This will be no exception. The developers know perfectly well, this project cannot be profitable without Cumberland Farms, which is another can of worms.

This parcel of land could serve a different useful and more profitable purpose than the one proposed. I know the developers put much effort and due diligence in their proposal, but my hope is this.

For the sake of discussion, I'll call their plan "**PLAN A**". This is "**Plan B**":

The number of residents at Harbour Isle who would like to buy or lease a garage could change this whole controversy.

**Health & Safety Concerns for the Proposed Harbour Isle Shops - 12 /11/2018**

My guess, you could put up at least a hundred one story garages that look just like the ones we have on Harbour Isle, blending in perfectly, and costing a fraction of the proposed development.

Conservatively, you could get between \$30 and \$40 thousand dollars for each. Some have sold for an incredible \$55 thousand on our property. That's 3 to 4 million up front. You would retain the rights, and continue to get HOA fees every month. If the powers to be at Harbour Isle work with you, there would be no need for an entrance or egress on Seaway Dr, keeping the Fire and Rescue squads happy and the welfare of our residents paramount. The city would be elated with the ratables, and we could all be a good neighbors.

A "Win-Win" for the entire Island.

**To the developers**, please consider "**Plan B**", if you do, I will personally guarantee your first 50 customers for the garages. And, I would be most willing to help you with any input you may need for this proposal.

**To the planning board**, please think about the Health, Safety and Welfare of our residents. Hold off on your decision, until the developers have a chance to get back to their investors so they may consider if this "**Plan B**" is a safer and more viable investment for them, our community, and all of Hutchinson Island.

I thank all of you for your indulgence.











**Planning Board**

**6.a.**

Meeting Date: 01/08/2019

---

Information

REQUESTED ACTION

Annexation - Robert Cleveland - 2607 Kerr Street

LOCATION

2607 Kerr Street

RESPONSIBLE STAFF

Vennis Gilmore, Planning Analyst

RECOMMENDATION

Approval

---

Attachments

Staff Report

Application

Property Record Card

Surveys

Survey Abbreviations

TRC Comments

Aerial Map

Zoning Map

FLU Map

---

**Form Review**

Form Started By: Vennis Gilmore

Started On: 12/31/2018 05:16 PM

Final Approval Date: 01/02/2019



**TO:** Members of the City of Fort Pierce Planning Board

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

**FROM:** Vennis Gilmore, Planning Analyst

**RE:** **Application for Annexation**  
**Robert Cleveland**  
**2607 Kerr Street**

**DATE:** December 31, 2018

**STAFF REPORT**

**Owner/Applicant:** Robert Cleveland  
 P.O. Box 1073  
 Fort Pierce, FL 34954

**Representative:** Kathleen Nalley, Coldwell Banker Paradise  
 411 N. US Highway 1  
 Fort Pierce, FL 34950

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

**Location:** 2607 Kerr Street

**Parcel ID:** 2419-601-0015-000-5

**Parcel Size:** 0.24 acres

**Current Zoning:** CG, Commercial General (St. Lucie County)

**Current Future Land Use:** COM, Commercial

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

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

**Surrounding Zoning:**

North	East	South	West
CG (SLC)	C-3 (FP)	C-3 (FP)	CG (SLC)
COM (SLC)	GC (FP)	GC (FP)	COM (SLC)

**Surrounding Future Land Use:**

**Staff Analysis:**

*Request*

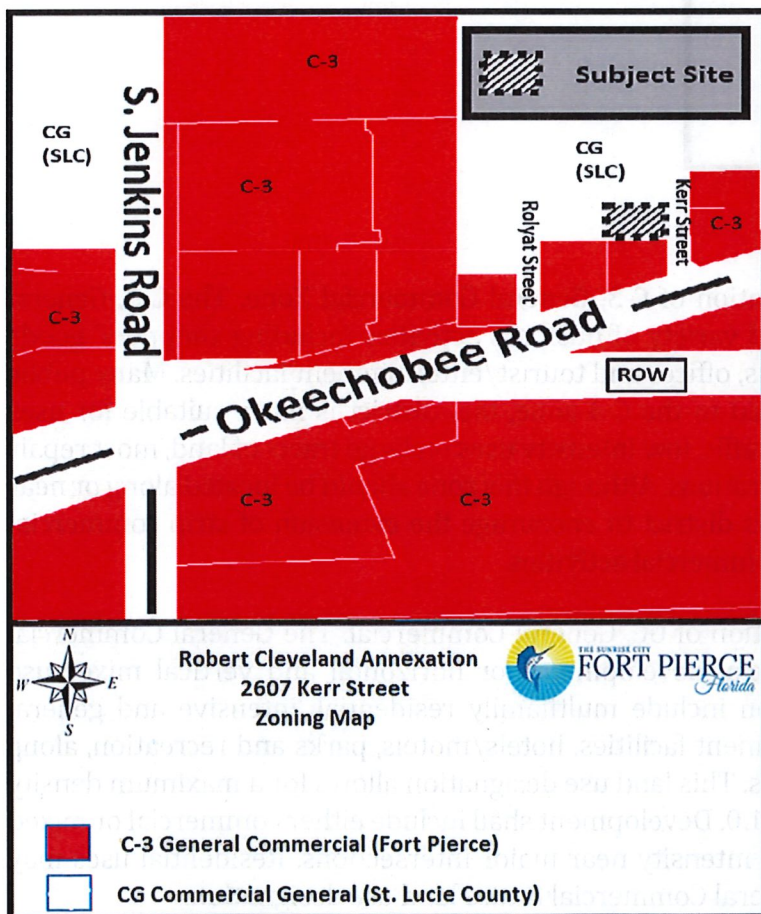
The applicant is requesting a voluntary annexation of property (Parcel ID 2419-601-0015-000-5) located at 2607 Kerr Street.

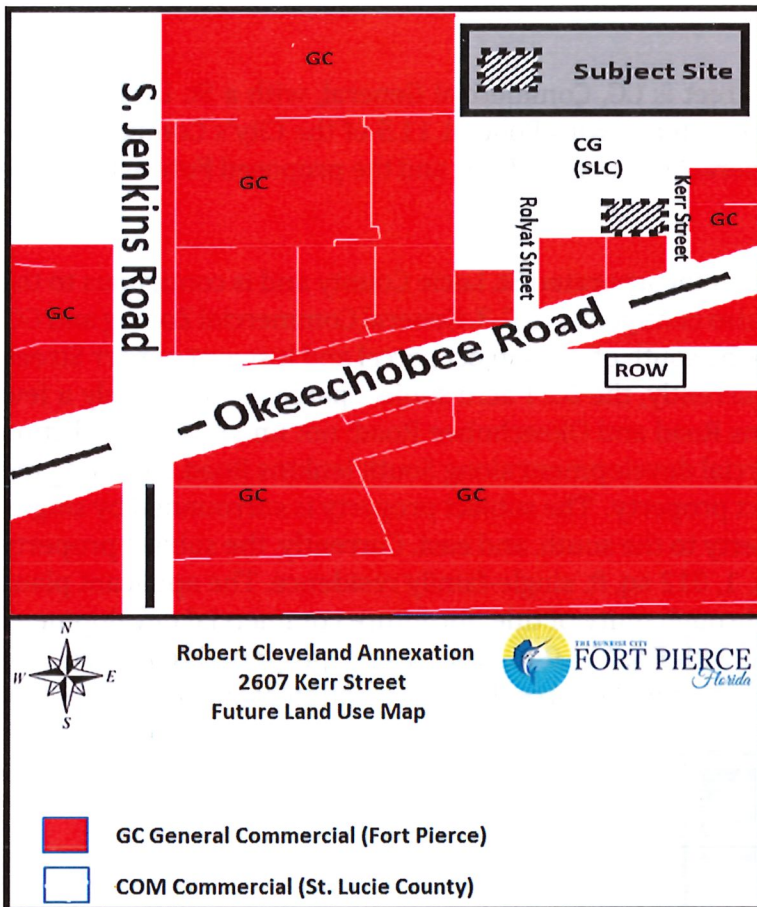


### Background & Project Summary

The current St. Lucie County Zoning for 2607 Kerr Street is CG, Commercial General, with a St. Lucie County Future Land Use of COMM, Commercial. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation will be C-3, General Commercial Zone, and the proposed Future Land Use designation will be GC, General Commercial.

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary. The property is also contiguous to C-3, General Commercial Zoning and GC, General Commercial Future Land Use designations to the south of the subject parcel and just east of Kerr Street. The property is also within the FPUA service area. Currently, the 0.24 acre subject parcel is one of only a few parcels within an enclave northeast of S. South Jenkins Road and Okeechobee Road; not under the jurisdiction of the City of Fort Pierce. Staff foresees major commercial development along South Jenkins Road and along the Okeechobee Road corridor in the vicinity of the subject property. The subject property is surrounded by single-family homes to the north and west, and vacant property to the south, and east. Currently, the subject property consists of a two (2) bedroom, two (2) full bathroom, 1, 012 sq. ft. single-family residence. The applicant plans to merge with the vacant property just to the south through unity of title; for future commercial development. This proposed voluntary annexation is also consistent with F.S. 171.044, whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.





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

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

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

---

### ***Comprehensive Plan***

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

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

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

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City’s adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City’s boundaries, thereby improving service delivery.

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

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

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

### **Technical Review Committee:**

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

### **Staff Recommendation:**

As proposed, the annexation meets the above standards of the City’s Comprehensive Plan, specifically Policy Section 1.11 regarding annexation. Planning Staff recommends that the Planning Board forward a recommendation of approval for the proposed annexation.



THE SUNRISE CITY  
**FORT PIERCE**  
PLANNING DEPARTMENT  
*Florida*



## APPLICATION FOR ANNEXATION

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

### Application submission shall include the following:

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

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

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

1. Address: 2607 Kern

2. Legal description of real property for which annexation is being requested:  
SEMINOLE PARK SID BLK 2 N 80 FT OF LOTS 3 AND 4 (MAP 24/19N)  
(0.24 AC) (OR 2388-1147)  
 Property Tax ID: 2419-601-0015-0005

3. Size of described property: 0.24

4. Project description: Annexation of 2607 Kern

5. Current St. Lucie County Future Land Use Designation: C3

6. Current St. Lucie County Zoning: CG

7. Is this a Historic property? No

8. Appraised value: 38,900 per Property Appraiser

9. Name of Owner(s): Robert R. Cleveland

Signature of Owner(s): Robert R. Cleveland

Mailing Address: P.O. Box 1073

City Ft. Pierce State FL Zip 34954

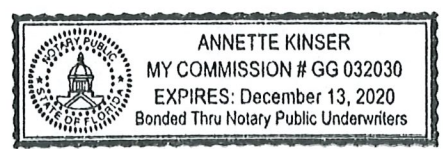
Phone 772-528-9638 Fax \_\_\_\_\_

10. Name of Representative: Kathleen M. Nalley  
 Signature of representative: Kathleen M. Nalley  
 Mailing Address: 411 N. US 1 (Coldwell Banker Paradise)  
 City) Ft Pierce State FL Zip 34950  
 Phone 772-940-3240 Fax 772-460-2067  
 E-mail: Katie.nalley@aol.com

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

<b>OFFICE USE:</b>		
DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

The above was subscribed by Kathleen Nalley whom is personally known to me.



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

### Property Identification

Site Address: 2607 KERR ST  
 Sec/Town/Range: 19/35S/40E  
 Map ID: 24/19N  
 Zoning: CG

Parcel ID: 2419-601-0015-000-5  
 Account #: 27487  
 Use Type: 0100  
 Jurisdiction: Saint Lucie County

### Ownership

Robert R Cleveland  
 PO Box 1073  
 Fort Pierce, FL 34954

### Legal Description

SEMINOLE PARK S/D BLK 2 N 80 FT OF LOTS 3 AND 4 (MAP 24/19N)  
 (0.24AC) (OR 2388-1147)

### Current Values

Just/Market Value: \$38,900  
 Assessed Value: \$18,554  
 Exemptions: \$18,554  
 Taxable Value: \$0  
 Taxes for this parcel: SLC Tax Collector's Office  
 Download TRIM for this parcel: [Download PDF](#)



### Total Areas

Finished/Under Air (SF): 932  
 Gross Area (SF): 1,012  
 Land Size (acres): 0.24  
 Land Size (SF): 10,454.4

### Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Oct 7, 2005	2388 / 1147	XX00	WD	Polk Georgiana	\$200,000
Oct 16, 1996	1041 / 0135	XX00	WD	Franco Rogolino	\$52,000
Feb 1, 1986	0492 / 0319	XX00	CV		\$40,000
Dec 1, 1975	0246 / 2530	XX00	CV		\$19,500

### Building Information (1 of 1)

Finished Area: 932 SF

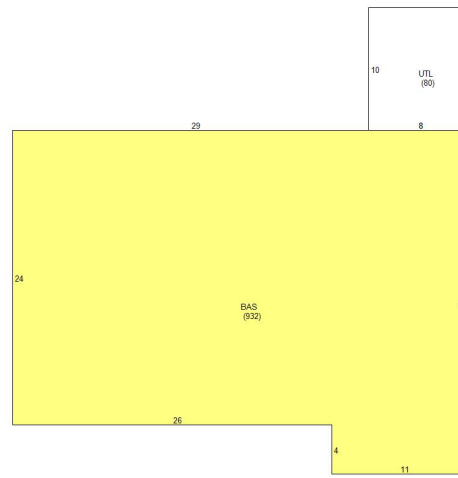
Gross Total Area: 1,012 SF

#### Exterior Data

View:	Roof Cover: Tar & Gravel	Roof Structure: Gable
Building Type: HD	Year Built: 1955	Frame:
Grade: D	Effective Year: 1955	Primary Wall: Alum Siding
Story Height: 1 Story	No. Units: 1	Secondary Wall:

#### Interior Data

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



**Sketch Area Legend**

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	932	932	130
UTL	UTILITY ROOM	80	0	36

**Special Features and Yard Items**

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

**Current Year Values**

Current Values Breakdown		Current Year Exemption Value Breakdown				
		Tax Year	Grant Year	Code	Description	Amount
Building:	\$24,300					
Land:	\$14,600	2018	2008	0500	Homestead Exemption	\$18,554
Just/Market:	\$38,900	2018	2008	0550	Homestead Exemption over \$ 50,000	\$0
Ag Credit:	\$0					
Save Our Homes or 10% Cap:	\$20,346					
Assessed:	\$18,554					
Exemption(s):	\$18,554					
Taxable:	\$0					

**Current Year Special Assessment Breakdown**

Start Year	AssessCode	Units	Description	Amount
2009	2009	12	County Solid Waste	\$252.06
2013	0054	0.24	North St. Lucie Water Management District	\$25.00

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

**Historical Values**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$38,900	\$18,554	\$18,554	\$0
2017	\$32,000	\$18,173	\$18,173	\$0
2016	\$17,800	\$17,800	\$17,800	\$0

**Permits**

Number	Issue Date	Description	Amount	Fee
--------	------------	-------------	--------	-----

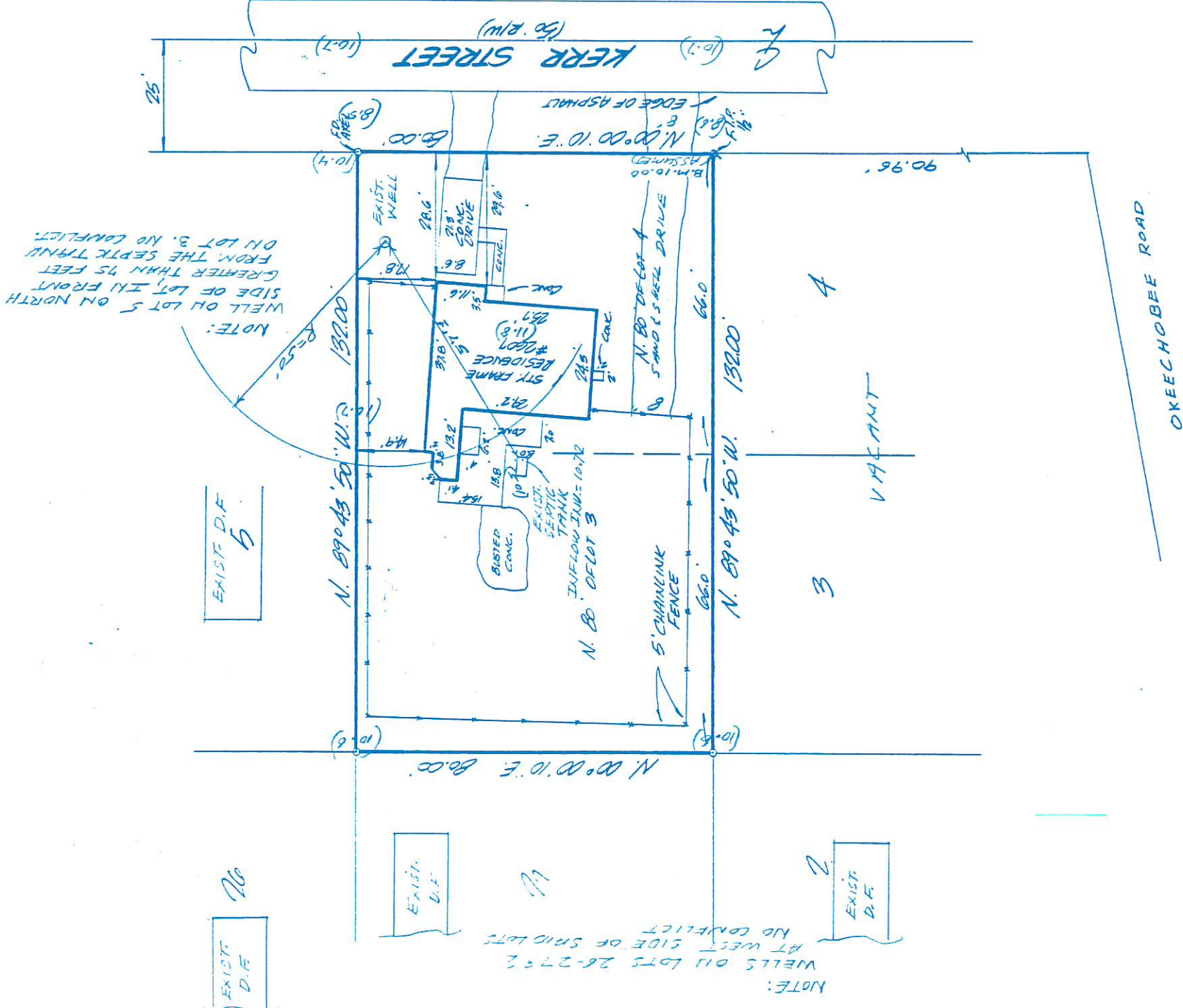
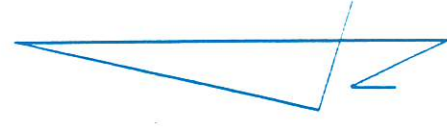
Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Saint Lucie County

---

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

© Copyright 2019 Saint Lucie County Property Appraiser. All rights reserved.



NOTE:  
WELLS ON LOTS 2 & 3 ON NORTH  
SIDE OF LOT 1 IN FRONT  
GREATER THAN 75 FEET  
FROM THE SEPTIC TANK  
ON LOT 3. NO CONFLICT.

EXIST. D.F.  
5

EXIST. D.F.  
10

EXIST. D.F.  
11

EXIST. D.F.  
2

NOTE:  
WELLS ON LOTS 2 & 3  
AT WEST SIDE OF STRIP LOTS  
NO CONFLICT

**DESCRIPTION:**

Block 2, North 80 feet of Lot 3 and 4, in the Subdivision **SEVINGLE PARK**, as Recorded in Plat Book 10, Page 11, of the Public Records of St. Lucie County, Florida.

**SURVEYOR'S NOTES:**

1. Lands shown hereon were not abstracted for easements and/or rights of way of record by this office.
2. Legal description was supplied by client.
3. Legend of survey abbreviations on back of this sketch.
4. Ownership of fences unknown.
5. Flood Zone X

**BOUNDARY SURVEY  
CERTIFIED TO:**

Riverside National Bank of Florida  
Its' Successors And/Or Assigns  
Stewart Title of St. Lucie County  
Georgiana Polk

This certification is made only to above named parties for purchase and/or mortgage of herein delineated property by above named purchaser. No responsibility or liability is assumed by surveyor for use of survey for any other purpose including but not limited to, use of survey for survey affidavit, resale of property, or to any other person not listed in certification, either directly or indirectly.

REV. 11-14-96 - SEPTIC SITE PERM LINES ADDED

I hereby certify that the attached sketch of survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed under my direction. I further certify that this survey meets the minimum technical standards for land surveying in the State of Florida (chapter 61G17-6) pursuant to section 472.027, Florida statutes. Subject to the qualifications noted hereon.

*Michael P. McLaughlin*  
**MICHAEL P. MCLAUGHLIN**  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 2960

**McLaughlin Land Surveying, Inc.**

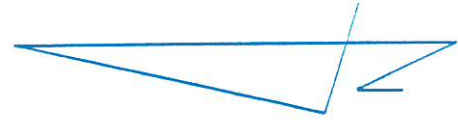
498 Maple Avenue  
Ft. Pierce, FL 34982  
(407) 465-0250  
FAX: (407) 489-0730

DATE: 10-3-96

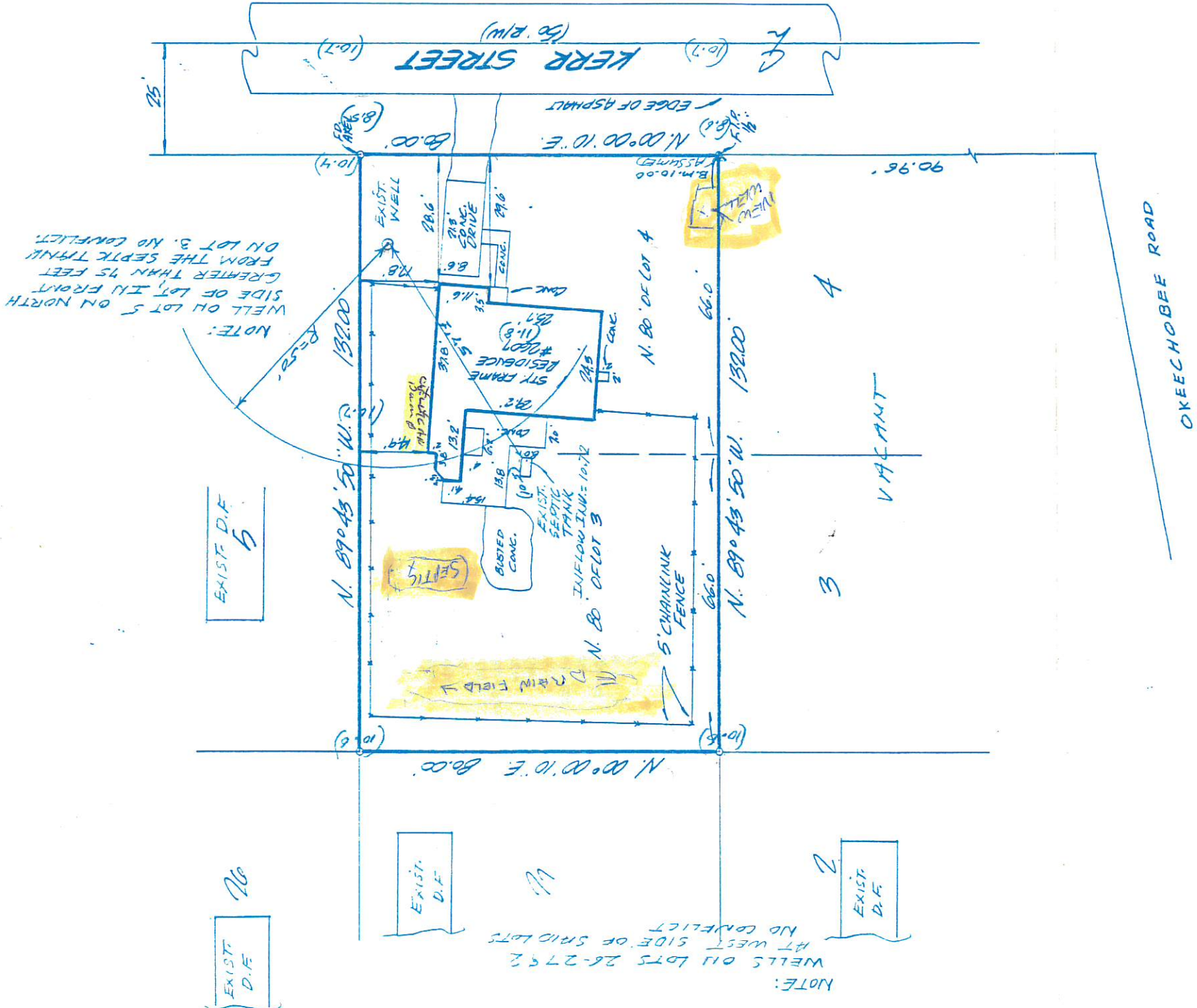
SCALE: 1" = 30'

DWN. BY: J.L.A.

JOB NO.: 64296



1) 11/24/96 SEPTIC COMPLETED BY: ASHTON  
 2) 11/28/96 WELL DRILLED BY: PARKER GREEN  
 3) 10/26/96 CALLICAN MODEL 16293 w/RED/CSMOSIS



EXIST. D.F. 26

EXIST. D.F. 19

EXIST. D.F. 2

EXIST. D.F. 5

NOTE:  
 WELL ON LOT 5 ON NORTH SIDE OF LOT 5 IN FRONT GREATER THAN 75 FEET FROM THE SEPTIC TRAILL ON LOT 3. NO CONFLICT.

NOTE:  
 WELLS ON LOTS 26-27-28 AT WEST SIDE OF STRID LOTS NO CONFLICT

**DESCRIPTION:**

Block 2, North 80 feet of Lot 3 and 4, in the Subdivision **SEVENOLE PARK**, as Recorded in Plat Book 10, Page 11, of the Public Records of St. Lucie County, Florida.

**SURVEYOR'S NOTES:**

1. Lands shown hereon were not abstracted for easements and/or rights of way of record by this office.
2. Legal description was supplied by client.
3. Legend of survey abbreviations on back of this sketch.
4. Ownership of fences unknown.
5. Flood Zone X

**BOUNDARY SURVEY CERTIFIED TO:**

Rivenside National Bank of Florida  
 Its' Successors And/Or Assigns  
 Stewart Title of St. Lucie County  
 Georgiana Polk

REV. 11-14-96 - SEPTIC SITE PLAN INFO ADDED

I hereby certify that the attached sketch of survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed under my direction. I further certify that this survey meets the minimum technical standards for land surveying in the State of Florida (Chapter 61G17-6) pursuant to section 472.027, Florida statutes. Subject to the qualifications noted hereon.

*Michael P. McLaughlin*  
**MICHAEL P. MCLAUGHLIN**  
 PROFESSIONAL LAND SURVEYOR  
 FLORIDA REGISTRATION NO. 2960

This certification is made only to above named parties for purchase and/or mortgage of herein delineated property by above named purchaser. No responsibility or liability is assumed by surveyor for use of survey for any other purpose including but not limited to, use of survey for survey affidavit, resale of property, or to any other person not listed in certification, either directly or indirectly.

**McLaughlin Land Surveying, Inc.**

498 Maple Avenue  
 Ft. Pierce, FL 34982  
 (407) 465-0250  
 FAX: (407) 489-0730

DATE: 10-3-96

SCALE: 1" = 30'

DWN. BY: J.L.A.

JOB NO.: 64296





**To : Brandon Creagan, Planner**  
**FROM : <sup>JRC</sup> John R. Andrews, P.E., City Engineer**  
**RE : Annexation – 2607 Kerr Street**  
**TRC No. 18-02000006**  
**DATE : December 10, 2018**

*JRC*



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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Annexation Application                                | <input type="checkbox"/> P/D Drawings  |
| <input type="checkbox"/> Test Reports & Related Documents                                 | <input type="checkbox"/> Certificate of Completion                               |
| <input type="checkbox"/> Record Drawings  | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies |  |

Based on our reviews and appropriate site final inspection, we

- Recommend       Do Not Recommend
- Approval of Annexation       Building Permit       C/O

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

See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\A\Annexations\2607 Kerr Street\Annexation Approval - 121018.docx



**BUILDING DEPARTMENT  
TECHNICAL REVIEW COMMITTEE (TRC)  
COMMENT FORM**

**Meeting Date:** 12.20.18  
**Property Address:** 2607 Kerr St.  
**Property Name:** Robert Cleveland - Annexation  
**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 6<sup>th</sup> 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: 12/20/18

---

1701 South 37<sup>th</sup> Street (34947)  
PO Box 3191, Fort Pierce, FL 34948

---



---

Phone: 772.466.1600  
Fax: 772.468.2414

---

**Water/Wastewater Engineering**  
*"Committed to Quality"*

**Technical Review Committee meeting**

**December 20, 2018**

TECHNICAL REVIEW PROJECT # 18-02000006

Annexation - Robert Cleveland - 2607 Kerr Street

**Comments**

FPUA W/WW Engineering: No objection

FPUA Electric & Gas Engineering: No comment



PUBLIC WORKS  
ENGINEERING DIVISION  
DEVELOPMENT REVIEW  
COMMITTEE

---

**December 20, 2018**

**Project:** 2607 Kerr Street  
**Subject:** Annexation  
**To:** Brandon Creagan  
**From:** Grant Chambers  
SLC-Engineering Division

1. Right-of-Way dedication will be required when development plans are submitted.
2. The County recommends the City take ownership and maintenance of Rolyat Street and Kerr Street.



PUBLIC WORKS  
ENGINEERING DIVISION  
DEVELOPMENT REVIEW  
COMMITTEE

**December 10, 2018**

**Project: Robert Cleveland-Annexation**  
**Subject: SURVEY REVIEW**  
To: Brandon Creagan  
From: Rod Reed, PLS  
SLC-Engineering Division

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

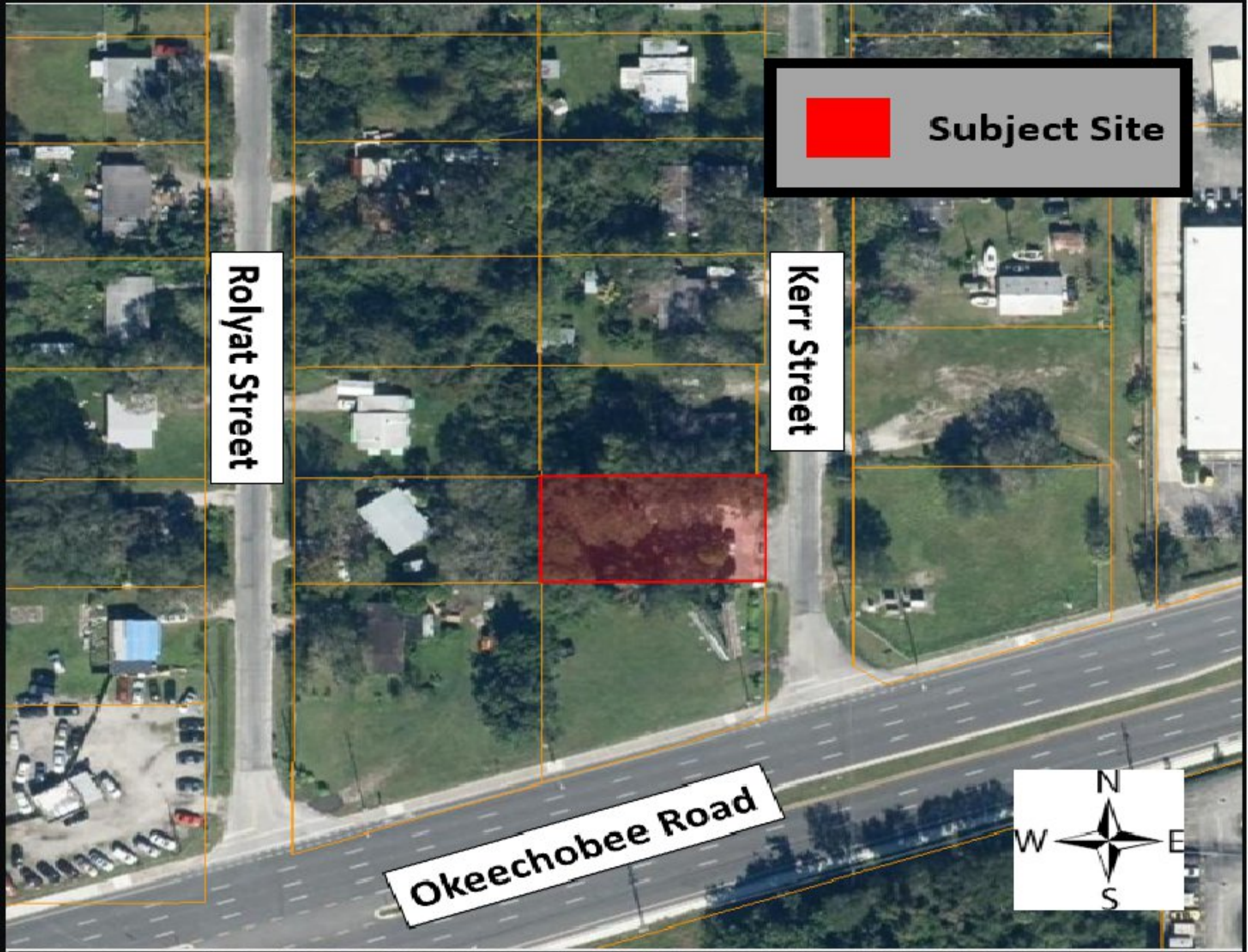
**SURVEY:**

- 1) Please add to number 4 in the GPS notes the expected use of the survey to which these "standards" apply, per Ch. 5J-17.051 (2) (b) paragraph 1
- 2) Please change numbers 11 and 9 in the "General Notes" to reflect the statement "All measurements are in accordance with the United States standard, in feet", or something similar, per Ch. 5J-17.051 (2) (b) paragraph 1.
- 3) Please identify the dashed line with elevations shown on the North line of lots 1-4, and the East R/W of Rolyat Street on the survey either by symbol or call out.
- 4) Please add a description of the reference Bench Mark per Ch.5J-17.051 15 a.

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*



 **Subject Site**

**Rolyat Street**

**Kerr Street**

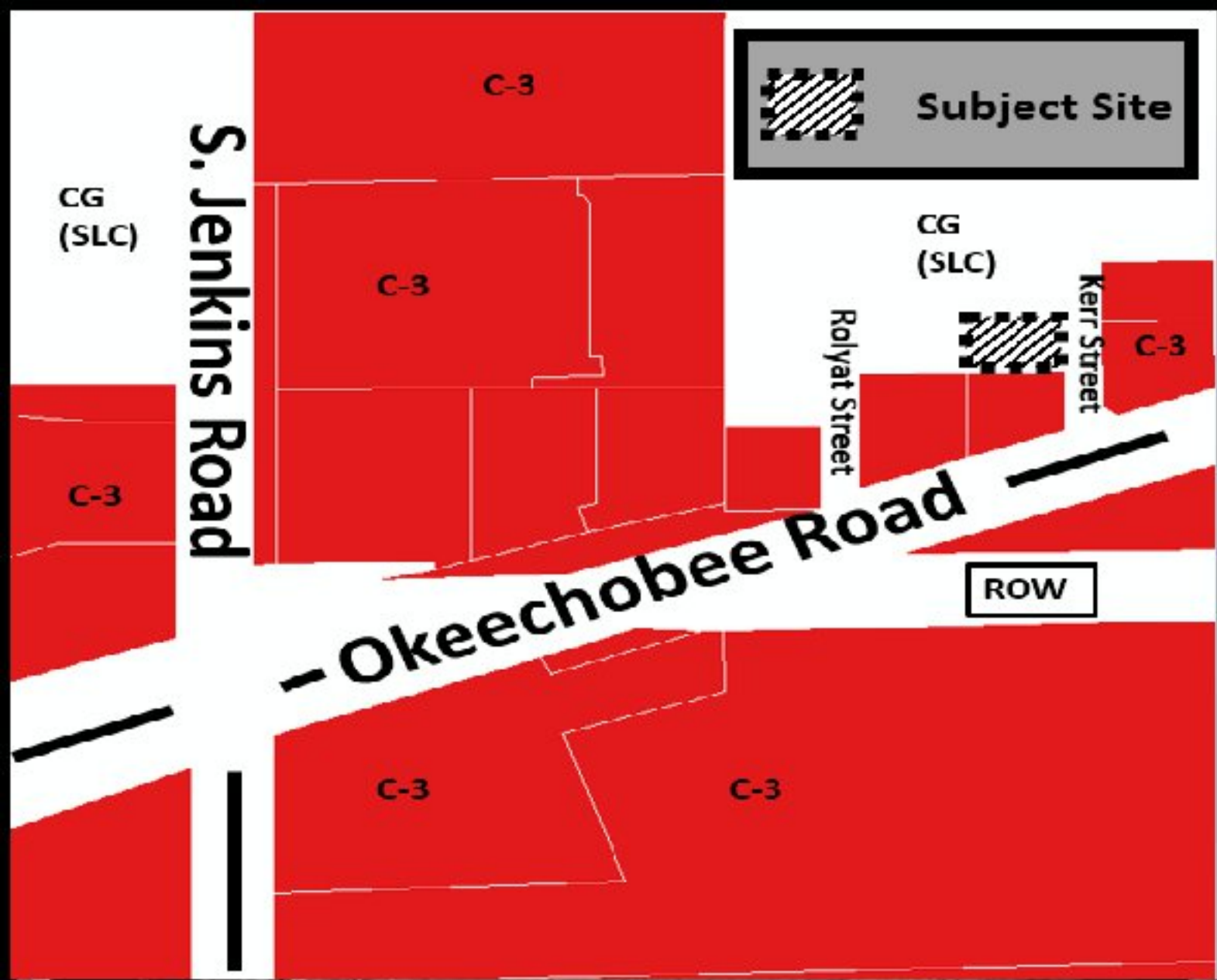
**Okeechobee Road**



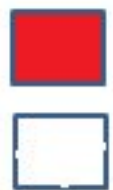
**Annexation  
2607 Kerr Street  
Site Map**



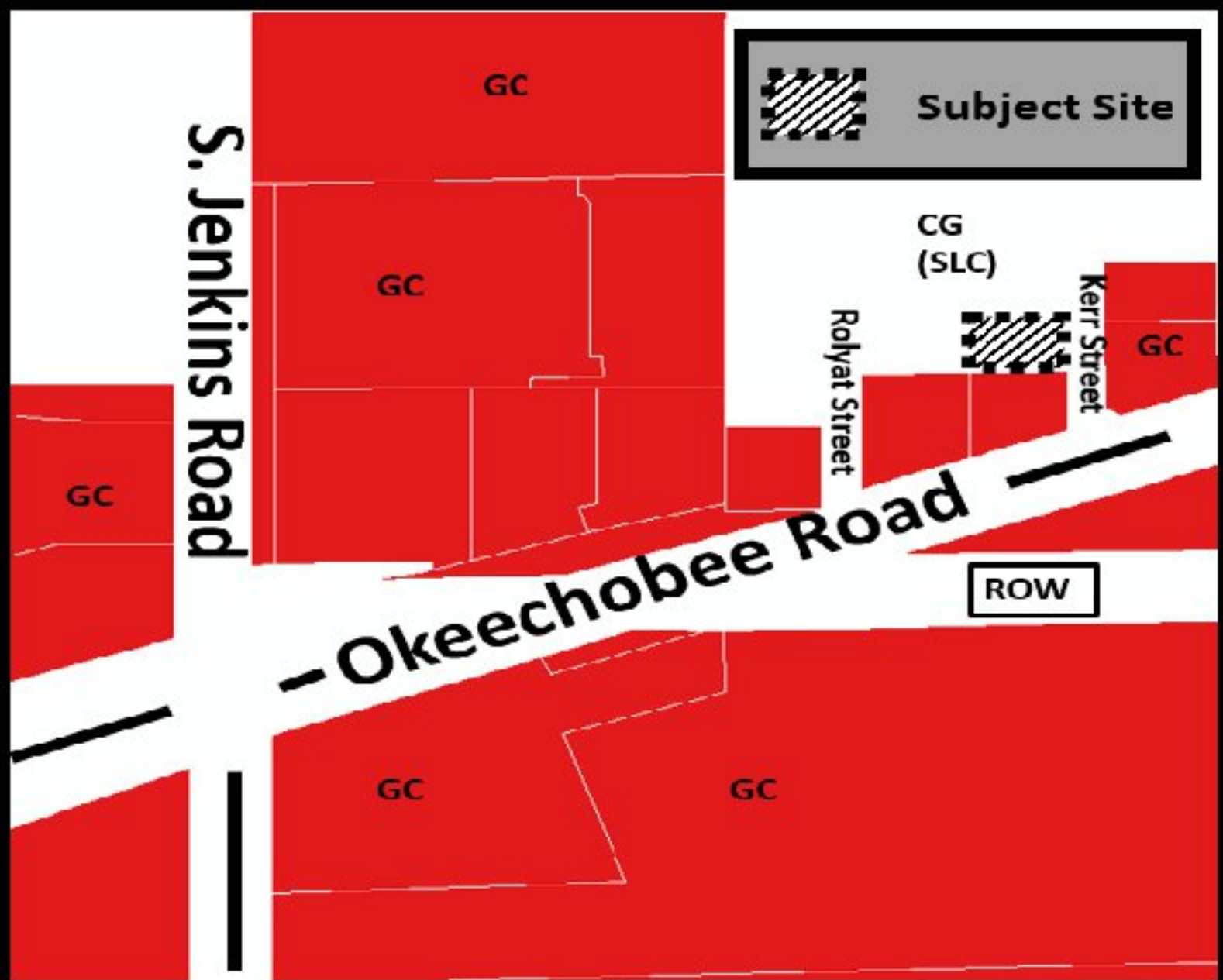
THE SUNRISE CITY  
**FORT PIERCE**  
*Florida*



**Robert Cleveland Annexation  
2607 Kerr Street  
Zoning Map**



- C-3 General Commercial (Fort Pierce)**
- CG Commercial General (St. Lucie County)**



**Robert Cleveland Annexation  
2607 Kerr Street  
Future Land Use Map**



-  **GC General Commercial (Fort Pierce)**
-  **COM Commercial (St. Lucie County)**

**Planning Board**

**6.b.**

Meeting Date: 01/08/2019

---

Information

REQUESTED ACTION

Conditional Use - Little Scholars Academy/Child Day Care Facility - 810 S. 6th Street

LOCATION

810 S 6th Street (Parcel ID: 2415-601-0456-000-6)

RESPONSIBLE STAFF

Maria Lewicka, AICP  
Historic Preservation Planner

RECOMMENDATION

Staff recommends that the Planning Board forward a recommendation to approve the request with the following condition:

Comply with City Code Section 22-60. Off-street parking and loading (j) Lighting (1)a.  
**Please provide the lighting plan with a minimum average of two (2) footcandles.**

---

Attachments

Staff Report  
Application  
Narrative  
Location Map  
Zoning Map  
Site Plan  
Floor Plan  
TRC Comments  
Property Card

---

**Form Review**

Form Started By: Maria Lewicka  
Final Approval Date: 12/17/2018

Started On: 12/04/2018 01:54 PM



**TO:** Members of the City of Fort Pierce Planning Board

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

**FROM:** Maria Lewicka, AICP, Historic Preservation Planner

**RE:** **Application for Conditional Use with No New Construction**  
**Little Scholars Academy, Child Day Care Facility**  
**810 S 6<sup>th</sup> Street**

**DATE:** December 3, 2018

---

**STAFF REPORT**

**Property Owner:** Hoyt C Murphy Inc. ETAL  
 509 Georgia Avenue  
 Fort Pierce, FL 34949

**Applicant/Business Owner:** Rodolfo Diaz  
 1310 SE Concha Street  
 Port St. Lucie, FL 34983

**Applicant's Request:** Approval of a Conditional Use Application (No New Construction) for the operation a child day care facility serving children ranging from 12 months to 5 years old.

**Site Location:** 810 S 6<sup>th</sup> Street

**Parcel ID:** 2415-601-0456-000-6

**Current Zoning:** C-3, General Commercial Zoning District

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

**Site Size:** **2.89 acres**

**Surrounding Zoning**

North	East	South	West
C-1/C-3	C-3	R-4	C-1/R-4

**Utilities:** FPUA

## Staff Analysis:

### Request

In accordance with Sections 22-22, and 2276 Of the City Code, the applicant is asking for approval of a Conditional Use in order to accommodate the proposed Little Scholars Academy, a day care facility for children ranging from 12 months to 5 years old.

### Background

The proposed 4,235 square foot day care facility is located at the 2.89 acres Sunrise Plaza commercial center, located in General Commercial Zoning District. The Future Land Use of this property is General Commercial. The existing uses of the commercial center are retail, arcade and storage. The only change to the site plan will be addition of a playground for the proposed day care facility that would require elimination of three parking spaces, fencing, additional signage and bike racks.

### Little Scholars Academy

*Little Scholars Academy* facility is focused toward making day care available to lower income parents in St. Lucie County providing a learning environment structured around the concepts of promoting social, cognitive, language, physical skills and development for each age group. The facility will have five (5) classrooms. Maximum number of children allowed per DCF is 58. The children drop off will begin at 6:30 am and pick up will end promptly at 6:30 pm.

### Playground

The propose playground will be fully fenced in. The asphalt will not be removed; instead, a mulched area and rubber mats will be laid out. The playground equipment will be anchored into the ground.

### Parking Calculations

Although the proposed daycare playground will eliminate three parking spaces the provided calculations show that there is still sufficient parking provided to serve all the remaining uses.

Parking spaces provided:

Retail	11,989 sq. ft.	1 parking space/200 sq. ft.	=	59.95
Personal Service	2,817 sq. ft.	1 parking space/200 sq. ft	=	14.09
Business Establishment	6,595 sq. ft.	1 parking space/300 sq. ft.	=	21.98
Arcade	50 machines	1 parking space/.75 machines No.	=	37.5
Daycare	5 classrooms	2 parking spaces/classroom	=	10
				-----
				143
Total parking spaces required:			=	<b>143</b>
Total parking spaces provided:			=	<b>146 -3 (eliminated by playground) = 143</b>

### Technical Review Committee

Technical Committee reviewed the request for a Conditional Use at the November 14 meeting and Planning and Building Department and St Lucie County Surveyor provided comments (attached). All comments were acknowledged by the applicant.

### Staff Recommendation

The requested Conditional Use with No New Construction is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare; Staff recommends that the Planning Board forward a recommendation to approve the request with the following condition:

1. Comply with City Code Section 22-60. *Off-street parking and loading (j) Lighting (1)a. Please provide the lighting plan with a minimum average of two (2) footcandles.*



## Conditional Use – No New Construction

**B10**

Property address or Location 246 S 6 Street Fort Pierce Florida 34952

Parcel ID #(s) 2415-601-0456-000-6

Project description Child Day Care Facility. Children Ranging from 12 month to 5 Years Old. No transportation, no cooking only catering services.

Hoyt C Murphy  
Property Owner(s)  
2400 S Ocean Dr PH 4200 D  
Street Address  
Fort Pierce FL 34949  
City State Zip  
(772)971-7424 (Cell)  
Phone Number  
hoytmurphy@hotmail.com  
Email Address

Rodolfo Diaz/Owners  
Applicant/Representative, Title, Company  
1310 SE Concha Street  
Street Address  
Port Saint Lucie FL 34983  
City State Zip  
772 240 1929  
Phone Number  
LittleScholarsPSL@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.*

*Margaret A. Murphy*  
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY St. Lucie  
The foregoing instrument was acknowledged before me this 18 day of October, 2018, by  
Margaret Anita Murphy who is personally known to me or has produced  
FLDL as identification.

*Kristie F. Miranda*  
Signature of Notary

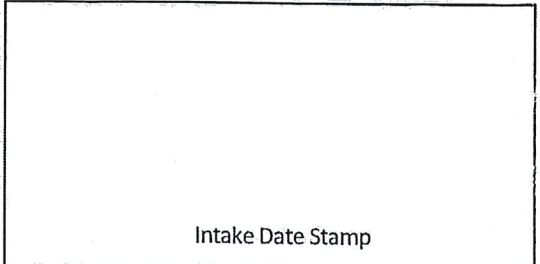


**INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729**

**TO BE COMPLETED BY STAFF**

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

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



**CONDITIONAL USE: NO NEW CONSTRUCTION**

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- If no site improvements are required:
  - As-built survey
  - Floor plan of existing building(s)
- If parking and drainage improvements are required:
  - As-built survey;
  - Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - Lighting plan
- Complete, notarized application

Application Type:

- Conditional Use: No new construction with no site improvements
- Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 4235      Parking Spaces: 10

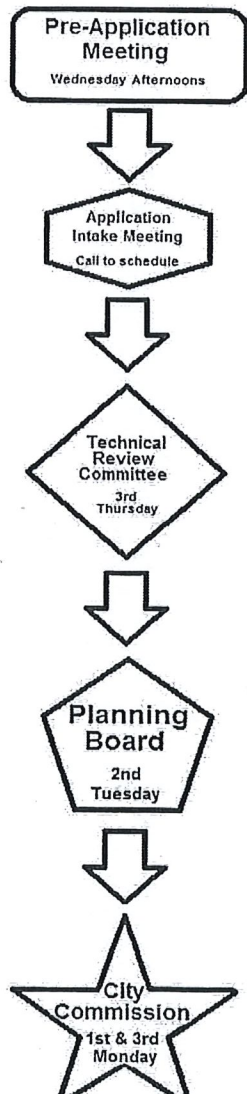
Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

- (1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.
- (2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.
- (3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook





# Little SCHOLARS Academy

---

## **Vision:**

Little Scholars Academy understand that children are the future. Little Scholars Academy facility is focused toward making daycare available to lower income parents in Saint Lucie County while still providing a learning environment that will be structured around the concepts of promoting social, cognitive, language, and physical skills and development for each age group.

## **Ages:**

Our age group will be from 12 months through 5 year olds (Preschool aged). We will utilize and expose children to new experiences including indoor and outdoor learning as well as media/technology through computer learning.

## **Number of Children Per DCF Inspection:**

Total Capacity being leased is 4235 sq feet

Total number of kids allowed per DCF inspection is 58

## **Hours of Operation:**

6:30am -6:30pm

Drop off will begin at 6:30am and pick up will end promptly at 6:30pm.

## **Food and Meals:**

Our goal is to feed children in Saint Lucie County at an early age. We will serve prepacked meal for breakfast, lunch and a snack in the afternoon at no additional cost. No cooking will be done onsite all meals will be prepacked/catered into the facility.

### **Transportation:**

At this time we will not be transporting or picking up children from any facilities.

### **Playground:**

There are will one designated areas for a playground. The playground area will be fully fenced in. The Asphalt will not be removed. Instead we will have rubber mats laid out as well as mulched area. The playground will be anchored into the ground for the safety of all the children. (See also Standard Operating Procedure for Playground Safety Entrance)

### **Parking:**

An Architectural rendering has been provided showing that there is ample space for the daycare. As such the daycare will remove three spaces to accommodate the playground. There is handicap ramp in the front as well as handicap parking.

### **Traffic:**

Proposed traffic flow to be changed in the back by designating the one way signs drawn on grown. Additionally on the North West Corner have a No Left Turn sign eliminating traffic. (See Traffic Diagram)

# Playground

## Standard Operating Procedure to Remove Children from Building onto Playground.

1. Ensure Fence located in exterior is locked at all times.
2. Place warning cones prohibiting vehicles from passing through during play time.
3. Open Playground gate.
4. Open gate from main building and file children in a single line.
4. In a single line allow for children to go into Playground.
5. Lock Playground area.

## Once children are ready to be released from Playground area:

- 1-Place warning cones prohibiting vehicles from passing through during play time.
- 2-Unlock gate from main building.
- 3-In a single line collect children.
- 4-Unlock playground gate.
- 5-Collect children and house them in Main gate by main building having the door to main building open to brought in.
- 6-Lock Playground Gate
- 7-Lock Main gate.
- 8-Collect all cones.



C/L SOUTH 6TH STREET

No Left Turn Sign

Speed Bump

14 Foot Lane Easement

Fence

One Way Lines Drawn on the road

SET 5/8" IRC  
PSM # 4971

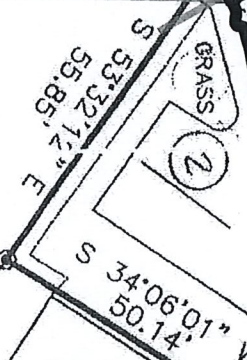
SET NAIL & DISK  
PSM # 4971

FOUND 5/8" IRC  
"GCY" LB # 4108

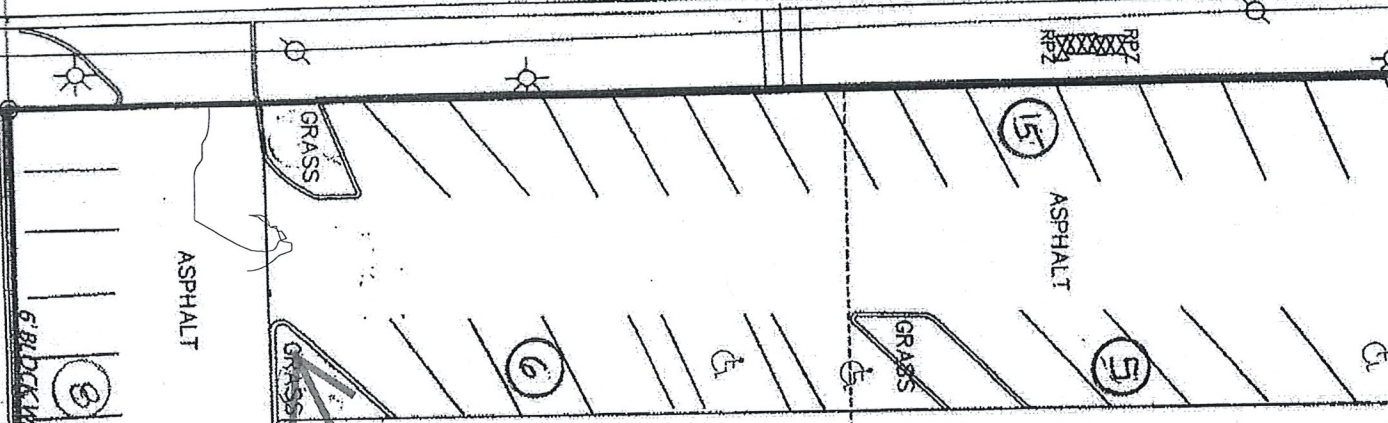
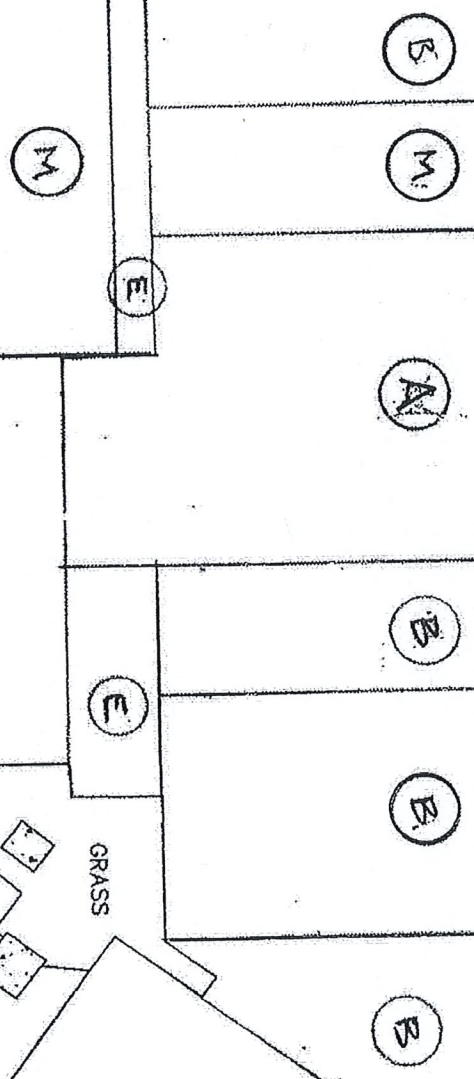
FOUND 5/8" IRC  
"GCY" LB # 4108

FOUND 5/8" IRC  
"GCY" LB # 4108

J & M PROJ  
819 SUNRISE  
ORB 783/PL



COVERED CONCRETE



6" BLOCK WALL



IRON ROD &



**OTHER LIMITING FACTORS**

**Toilets and Wash Basin Sets** - [One toilet and one wash basin equals one set]

5	Enter the total number of Toilet/Wash Basin <b>SETS</b>
135	Capacity

	Number of extra toilets <b>NOT</b> included in the sets above
--	---

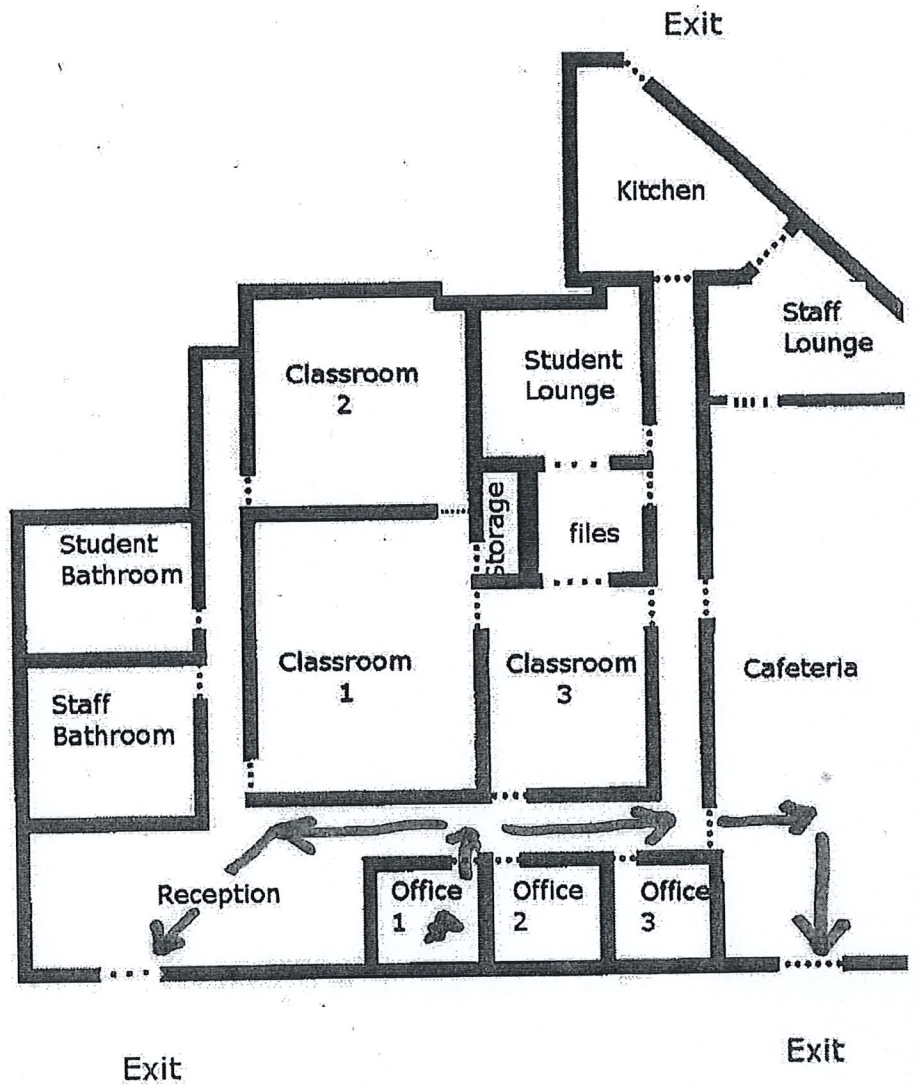
1	Number of extra wash basins <b>NOT</b> included in the sets above
---	---

**Septic Tanks** - Complete **ONLY** if the facility has a septic tank

	Enter the Department of Health's approved capacity
--	--

**Infants**

	Enter the number of infants
--	-----------------------------



**OUTDOOR AREAS**

The minimum square footage per child required for licensing purposes is **22.5**.

**Capacity Without Considering Infants** **90.00**

**OUTSIDE AREA #1**

Sq, Rec or Par	Measurements				Square Feet
	Length/		Width		
	Feet	Inches	Feet	Inches	
1					
Usable Sq Ft	63	5	32		2029.33
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
	Total				2029.33
	Capacity				90.19

Sq, Rec or Par	Measurements				Square Feet
	Length/		Width		
	Feet	Inches	Feet	Inches	
2					
Usable Sq Ft					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
	Total				0.00
	Capacity				0.00

Sq, Rec or Par	Measurements				Square Feet
	Length/		Width		
	Feet	Inches	Feet	Inches	
3					
Usable Sq Ft					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
	Total				0.00
	Capacity				0.00

Sq, Rec or Par	Measurements				Square Feet
	Length/		Width		
	Feet	Inches	Feet	Inches	
4					
Usable Sq Ft					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
	Total				0.00
	Capacity				0.00

Sq, Rec or Par	Measurements				Square Feet
	Length/		Width		
	Feet	Inches	Feet	Inches	
5					
Usable Sq Ft					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
	Total				0.00
	Capacity				0.00

Sq, Rec or Par	Measurements				Square Feet
	Length/		Width		
	Feet	Inches	Feet	Inches	
6					
Usable Sq Ft					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
	Total				0.00
	Capacity				0.00

Sq, Rec or Par	Measurements				Square Feet
	Length/ Height		Width		
	Feet	Inches	Feet	Inches	
7					
Usable Sq Ft					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
	Total				0.00
	Capacity				0.00

Sq, Rec or Par	Measurements				Square Feet
	Length/ Height		Width		
	Feet	Inches	Feet	Inches	
8					
Usable Sq Ft					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
Non-Usable					0.00
	Total				0.00
	Capacity				0.00



# Little SCHOLARS Academy

---

## 12Month-24 Month Curriculum

Learning happens at every stage, but these next 12 month are geared toward exploring each child's stage of developmental learning. This is why the infant time period is perhaps the most significant. As educators, we work together with parents to achieve a healthy balance between home and at Little Scholars Academy. Some may be learning how to walk while others are already exploring the many other facets of their emerging development

Our teachers will encourage babies to communicate by playing games that will help facilitate growth and development at every level. We will read, sing and talk to your baby to build a strong foundation for language, social and emotional development and learning. Through holding, positive praise, eye contact, and providing other basic needs we will develop a trusting and nurturing relationship with your baby.

Our teachers will work closely with your child to promote large gross motor skills to build strength with head and core control.

Goals for your child at this stage will be to build on their developmental skills. Progress Reports will be provided as your child masters these goals. These reports will be a tool to communicate how your child is measuring and may be used to report to your pediatrician.



# Little SCHOLARS Academy

---

## Curriculum

### Toddler 1 Schedule

6:30 – 8:00	Arrival
8:00 – 8:30	Breakfast
8:30 – 9:30	Free Choice Play Time (socializing time)
9:30-10:00	Outdoor Play Time
10:00 – 10:30	Morning Meet & Greet (sing songs, music/dance, etc...)
10:30 – 11:30	Development Learning and Communicating Games
11:30 - 12:00	Lunch
12:00 – 1:30	Read Aloud Time
1:30 – 2:00	Outdoor Play Time
2:00 – 3:30	Quiet/Nap Time (quiet play for children who do not sleep)
3:30 – 4:00	Snack Time/
4:00 – 5:30	Center Play (socializing time)
5:30-6:30	Pick up



# Little SCHOLARS Academy

---

## 3 & 4 Year old Curriculum

At 3 and 4 year old's, children begin a period of development crucial to the beginning of preschool. Activities in our program encourage thinking and problem solving. Our curriculum and learning centers help develop an appreciation for learning. With interactive books, reading, music, math, science and an encouragement in their creativity. When your child enters these classrooms, your child should be completely potty trained. Beginning at 3 years of age we will begin working on the following goals:

Identifying letter sounds and names

Letter formation and writing through tracing

Mastery of basic shapes and colors

Counting

Number recognition 1-20

Sorting objects through shape, size, color

Rote counting (reciting numbers in order)

Enhancing fine motor skills through coloring, drawing stick figures, cutting, tracing etc.

Enhancing activities with musical activities like dancing, singing, rhythmic patterns etc.

Building on cause and effect relationships

Building social communications and interactions between adults and peers

Computer curriculum specific to level as well as daily reports are provided to update each child's family on feeding, nap times, and all other activities accomplished each day. Progress Reports will be provided as your child is about to graduate from classroom to classroom. These reports will be a tool to communicate with your pediatrician.



# Little SCHOLARS Academy

---

## 3 & 4 Year old Schedule

- 6:30 – 8:00 Arrival
- 8:00 – 8:30 Breakfast/Expressive Writing
- 8:30 – 9:30 Free Choice Play Time (socializing time)
- 9:30 – 10:15 Morning Meeting (review shapes, colors, daily activities, etc...)
- 10:15 – 11:15 Themed Learning Activity
- 11:15 – 11:30 Clean-up, wash-up, & get ready for lunch
- 11:30 - 12:00 Lunch
- 12:00 – 12:30 Free Choice Play Time
- 12:30 – 1:00 Outdoor Play Time
- 1:00 – 1:30 Read aloud story time
- 1:30 – 3:00 Nap/Quiet time (quiet play for children who do not sleep)
- 3:00 – 3:30 Snack Time
- 3:30 - 4:30 Outdoor play/Combine classrooms as needed
- 4:30 – 5:30 Free Choice Centers (socializing time)
- 5:30 Pick up



# Little SCHOLARS Academy

---

## 4-5 (Pre-K)Year old Curriculum

Our Pre-K program is based upon the idea that children begin to develop an understanding of what will be expected of them when they enter school. We would like to make the transition from home to school easier for children and parents. Our curriculum program is child inviting combining play and curriculum into one. We embrace the child spirit and create a curriculum that introduces children to a world of learning using age appropriate and child friendly year round themes. Through these themes, not only are children learning science and social studies, but also critical mathematical and reading skills. The program will give children the preparation needed to give them a healthy head start in their life long journey of learning.

Our children will increase their learning through computer curriculum specific to level as well as daily reports are provided to update each child's family. Progress Reports will be provided as your child is about to graduate from classroom to classroom. These reports will be a tool to communicate with your pediatrician.



# Little SCHOLARS Academy

---

## 4-5(Pre-K) Year old Schedule

6:30 – 8:00 Arrival

8:00 – 8:30 Breakfast/Expressive Writing

8:30 – 9:30 Free Choice Play Time

9:30 – 10:15 Review shapes, colors, daily activities, etc...)

10:15 – 11:15 Themed Learning Activity

11:15 – 11:30 Clean-up, wash-up, & get ready for lunch

11:30 - 12:00 Lunch

12:00 – 12:30 Computer Learning

12:30 – 1:00 Outdoor Play Time

1:00 – 1:30 Read aloud story time

1:30 – 3:00 Nap/Quiet time (quiet play for children who do not sleep)

3:00 – 3:30 Snack Time

3:30 - 4:30 Outdoor play/Combine classrooms as needed

4:30 – 5:30 Free Choice Centre's (socializing time)

5:30 Pick up



Application for Conditional Use  
810 S 6<sup>th</sup> Street  
Location Map

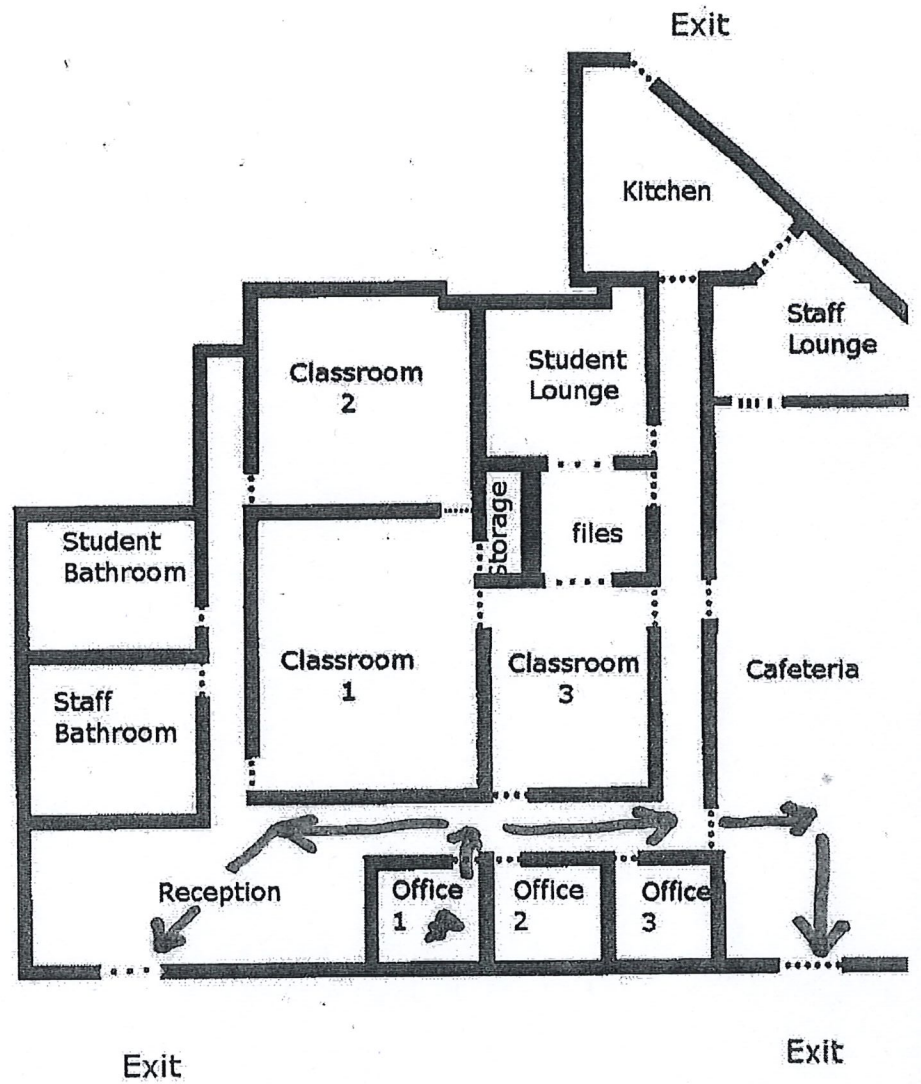


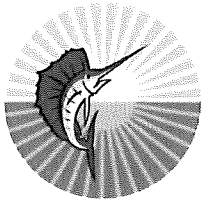


Application for Conditional Use  
810 S 6<sup>th</sup> Street  
Zoning Map









THE SUNRISE CITY  
**FORT PIERCE**  
PLANNING DEPARTMENT *Florida*

October 14, 2018

Rodolfo Diaz  
1310 SE Concha Street  
Port St. Lucie, FL 34983

**SUBJECT:** Little Scholars Academy – 816 S. 6<sup>th</sup> Street  
**TECHNICAL REVIEW PROJECT: # 18-04000019**  
**CONDITIONAL USE**

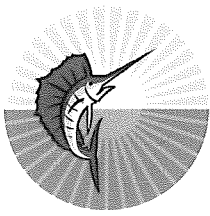
**Comments:**

1. Provide a document for the plaza that list each individual business and what square footage they take up. Also list any vacant storefronts and what their square footage is. These items will be needed so the Planning Department can verify parking availability for the plaza.

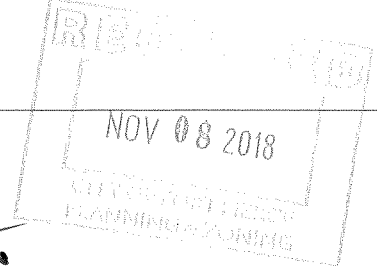
Please provide a written response to all TRC comments and provide submittal (10 copies) of all new materials by November 29, 2018 to advance to the December Planning Board. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: [bcreagan@city-ftpierce.com](mailto:bcreagan@city-ftpierce.com).

Sincerely,

Brandon Creagan, LEED Green Associate  
Planner



THE SUNRISE CITY  
**FORT PIERCE**  
 ENGINEERING  
 DEPARTMENT  
*Florida*



**To : Brandon Creagan, Planner**

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

**RE : Little Scholars Academy Conditional Use – 816 S. 6<sup>th</sup> Street  
 TRC No. 18-04000019**

**DATE : November 7, 2018**

This is to advise you that we have completed the review of the following documents as received by this office on November 5, 2018:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Conditional Use Application                           | <input type="checkbox"/> P/D Drawings  |
| <input type="checkbox"/> Test Reports & Related Documents                                 | <input type="checkbox"/> Certificate of Completion                               |
| <input type="checkbox"/> Record Drawings  | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies |  |

Based on our reviews and appropriate site final inspection, we

- |   |   |                              |
|---|---|------------------------------|
| <input checked="" type="checkbox"/> Recommend                   | <input type="checkbox"/> Do Not Recommend |                              |
| <input checked="" type="checkbox"/> Approval of Conditional Use | <input type="checkbox"/> Building Permit  | <input type="checkbox"/> C/O |

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

See attached for engineering comments

JRA/TST/tst

C:\Users\jbye\AppData\Local\Temp\notes5D3EFE\CU Approval Memo - 110718.docx

November 9th, 2018

**Project:** Little Scholars Academy  
**Subject:** SURVEY REVIEW  
**To:** Brandon Creagan  
**From:** Rod Reed, PLS  
SLC-Engineering Division

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

SURVEY:

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

Please provide a written response to all comments

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



**BUILDING DEPARTMENT  
TECHNICAL REVIEW COMMITTEE (TRC)  
COMMENT FORM**

Meeting Date: November 15, 2018  
Property Address: 816 S 6<sup>th</sup> St.  
Property Name: Little Scholars Academy – Cond. Use  
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 6<sup>th</sup> 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:**

ITEMS 3, 10, AND 11 WILL NOT APPLY  
IF NO CONSTRUCTION REQUIRED. CLASSROOMS EXISTING?

Building Official's or Representative's Signature

Date: 11-7-18

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

**Property Identification**

Site Address: 509 GEORGIA AVE  
 Sec/Town/Range: 15/35S/40E  
 Map ID: 24/15N  
 Zoning: C3

Parcel ID: 2415-601-0456-000-6  
 Account #: 24873  
 Use Type: 1600  
 Jurisdiction: Fort Pierce

**Ownership**

Hoyt C Murphy Inc  
 Benson Family Prtnshp  
 2400 S Ocean Dr PH 4200 D  
 Fort Pierce, FL 34949

**Legal Description**

PINEWOOD S/D BLK 32 BEG NW COR BLK 32 RUN S ON E RD R/W LI OF S 6 ST 300.20 FT, TH E // TO GEORGIA AV 101.50 FT, TH NELY 36.2 FT, TH SELY 52.7 FT, TH NELY 50.14 FT, TH SELY 10 FT, TH NELY 90.36 FT, TH SELY 129.98 FT, TH NELY ALG RD R/W LI 255.5 FT TO CURVE CONC NELY, R OF 40 FT, TH NWLY ALG ARC 85.5 FT, TH WLY ALG S RD R/W LI OF GEORGIA AVE 488.5 FT TO POB (2.89 AC) (OR 846-2659, 2662, 2668: 936-1137: 957-845)



**Current Values**

Just/Market Value: \$1,128,300  
 Assessed Value: \$1,128,300  
 Exemptions: \$0  
 Taxable Value: \$1,128,300  
 Taxes for this parcel: SLC Tax Collector's Office  
 Download TRIM for this parcel: Download PDF

**Total Areas**

Finished/Under Air (SF): 38,164  
 Gross Area (SF): 42,670  
 Land Size (acres): 2.89  
 Land Size (SF): 125,932

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
Nov 1, 1994	0936 / 1137	XX02	WD	HOYT C MURPHY INC	\$100
May 27, 1993	0846 / 2659	XX02	WD	FERBER INVESTMENTS INC	\$681,500
Mar 1, 1992	0785 / 0838	XX02	QC	Paul S Ferber	\$100
Jun 1, 1984	0434 / 1351	XX02	CV		\$975,000
Feb 1, 1984	0423 / 1236	XX01	CV		\$47,500

**Building Information (1 of 1)**

Finished Area: 38,164 SF

Gross Total Area: 42,670 SF

**Exterior Data**

View:	Roof Cover: Tar & Gravel	Roof Structure: BarJst/Rigid
Building Type: NSCT	Year Built: 1959	Frame:
Grade: Y_D	Effective Year: 1970	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 9	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%

Image  
or  
Sketch  
unavailable  
for display

Image  
or  
Sketch  
unavailable  
for display

**Sketch Area Legend**

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	38164	38164	1212
CN3	CANOPY	4506	0	1175

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
CONCRETE LOW	1	6040	1959
CHAINLINK 4'	1	240	1959
CEMENT CURB	1	2677	1959
SINGLE LIGHT	1	15	1959
ASP2 LOW	1	71450	1959

**Current Year Values**

Current Values Breakdown		Current Year Exemption Value Breakdown				
		Tax Year	Grant Year	Code	Description	Amount
Building:	\$674,900					
Land:	\$453,400					
Just/Market:	\$1,128,300					
Ag Credit:	\$0					
Save Our Homes or 10% Cap:	\$0					
Assessed:	\$1,128,300					
Exemption(s):	\$0					
Taxable:	\$1,128,300					

**Current Year Special Assessment Breakdown**

Start Year	AssessCode	Units	Description	Amount
2010	0041	52	Fort Pierce Stormwater Charge	\$2,808.00

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

**Historical Values**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$1,128,300	\$1,128,300	\$0	\$1,128,300
2017	\$1,100,000	\$1,100,000	\$0	\$1,100,000
2016	\$1,149,300	\$1,149,300	\$0	\$1,149,300

**Permits**

Number	Issue Date	Description	Amount	Fee
--------	------------	-------------	--------	-----

F00-000555	May 2, 2000	Demolition	\$0	\$0
F00-000990	Aug 9, 2000	Alterations/Remodeling	\$45,000	\$0
F01-000599	May 11, 2001	Alterations/Remodeling	\$3,000	\$0
F99-0001362	Nov 15, 1999	Roof	\$33,600	\$0
F99-0001517	Jan 25, 2000	Alterations/Remodeling	\$5,000	\$0
F89000980M	Sep 1, 1989	Alterations/Remodeling	\$500	\$500
F90000134A	Feb 1, 1990	Alterations/Remodeling	\$18,000	\$18,000
F95-001080	Sep 28, 1995	Alterations/Remodeling	\$200	\$200
F98-001186	Sep 17, 1998	Alterations/Remodeling	\$1,500	\$1,500
F01-1562	Nov 26, 2001	Demolition	\$2,000	\$100
F01-1548	Dec 20, 2001	Alterations/Remodeling	\$80,000	\$925
F01-1548A	Dec 20, 2001	Alterations/Remodeling	\$0	\$0
F02-58	Jan 28, 2002	Alterations/Remodeling	\$12,500	\$250
F02-132	Feb 7, 2002	Alterations/Remodeling	\$6,000	\$185
RF2003352	Sep 20, 2003	Roof	\$20,000	\$325
MC2004320	Oct 20, 2004	Air Conditioning	\$10,000	\$75
		Only		
RF20052424	Aug 3, 2005	Roof	\$17,800	\$178
0800000062	Feb 25, 2008	Additions to existing construction	\$8,000	\$80
		Air Conditioning	\$5,424	\$75
0800000502	Mar 27, 2008	Only		
BP09-2467	Dec 28, 2009	Air Conditioning	\$12,700	\$150
		Only		
BP10-1966	Sep 3, 2010	Alterations/Remodeling	\$4,600	\$140
BP10-1967	Sep 3, 2010	Alterations/Remodeling	\$8,850	\$89
BP10-1083	May 20, 2010	Air Conditioning	\$3,375	\$150
		Only		
BP11-2989	Dec 19, 2011	Air Conditioning	\$4,250	\$154
		Only		
BP12-0486	Mar 19, 2012	Air Conditioning	\$4,895	\$155
		Only		
BP12-0487	Mar 14, 2012	Electric	\$600	\$155
BP13-1829	May 14, 2013	Air Conditioning	\$2,720	\$155
		Only		
BP13-1907	May 22, 2013	Plumbing	\$600	\$155
BP13-2043	Jun 4, 2013	Electric	\$300	\$104
BP13-2277	Jul 12, 2013	Air Conditioning	\$3,682	\$155
		Only		
BP14-0425	Feb 21, 2014	Alterations/Remodeling	\$2,450	\$83
BP14-1693	Jun 16, 2014	Plumbing	\$850	\$155
BP14-1721	Aug 5, 2014	Electric	\$1,500	\$155
BP14-2114	Sep 18, 2014	Wall	\$1,800	\$241
BP14-3075	Feb 5, 2015	Alterations/Remodeling	\$85,000	\$883
BP15-0518	Mar 23, 2015	Electric	\$495	\$80
BP16-2328	Sep 2, 2016	Air Conditioning	\$9,600	\$0
		Only		
BP17-73	Jan 1, 2017	Occupancy Change	\$0	\$0
		Electric	\$1,800	\$0
BP17-0073	Jan 11, 2017	Electric	\$1,800	\$0
BP17-1277	May 3, 2017	Plumbing	\$1,200	\$0

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Fort Pierce

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

© Copyright 2018 Saint Lucie County Property Appraiser. All rights reserved.

Information

REQUESTED ACTION

Conditional Use - We Buy Scrap - 3340 Enterprise Road

LOCATION

3340 Enterprise Road

RESPONSIBLE STAFF

Brandon Creagan, LEED Green Associate, Planner

RECOMMENDATION

Staff recommends that the Planning Board forward a recommendation of approval for the Conditional Use to the City Commission with the following conditions:

1. A Landscape Plan that demonstrates compliance with City Code 22-187 will be required at the time of Building Permit.
2. A Lighting Plan or Photometric Survey that demonstrates compliance with City Code 22-60 (j)(1)(a) will be required at the time of Building Permit.
3. A Unity of Title or parcel combination will be required prior to submission of the building permit.
4. The operations adheres to a submitted and approved truck route to and from the site. The truck route must be submitted to the Planning Department prior to City Commission.
5. The facility confines operational hours to Monday through Saturday, 7:00am to 5:00pm.
6. No melting or burning of any materials will take place on site.
7. All storage of recycling materials must be contained in the buildings on site, no outdoor storage.
8. All site drainage and landscaping improvements must be implemented with phase 1 of the project as well as submittal of the application with St. Lucie County for roadway abandonment of Grose Road.

---

Attachments

Staff Report

Application & Supporting Documents

Aerial Map

Zoning Map

TRC Comments

TRC Comment Response from Applicant

Property Cards

---

**Form Review**

Form Started By: Brandon Creagan  
Final Approval Date: 12/17/2018

Started On: 12/04/2018 01:15 PM



**TO:** Members of the City of Fort Pierce Planning Board

**THROUGH:** Rebecca Grohall, AICP, Planning Director *(RGS)*

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

**SUBJECT:** **Conditional Use (New Construction) & Design Review**  
**We Buy Scrap**  
**3340 Enterprise Road**

**DATE:** December 3, 2018

**STAFF REPORT**

**Applicant/Representative:** Frogner Consulting, LLC  
 Jim Frogner  
 3402 SE Clubhouse Place  
 Stuart, FL 34997

**Property Owner:** H & S Citrus  
 3340 Enterprise Road  
 Fort Pierce, FL 34982

**Requested Action:** Approval with Conditions for a Conditional Use application for the operation of a metal recycling facility

**Location:** 3340 Enterprise Road

**Parcel IDs:** 2428-502-0035-000-5 & 2426-502-0033-000-1

**Parcel Size:** 3.86 acres

**Zoning:** I-1, Light Industrial

**Future Land Use:** I, Industrial (Pending FLUMA Application)

**Surrounding Zoning:**

North	East	South	West
I-1	I-1	I-1	I-1

### **Staff Analysis:**

The applicant is seeking a Conditional Use with no new construction approval to operate a metal recycling facility at 3340 Enterprise Road. A metal recycling facility would be categorized as a waste related use pursuant to City Code 22-22, Allowed Uses. The project is split into two parcels that will become one parcel through a parcel combination or Unity of Title. Both properties have a zoning designation of I-1 light industrial, while one of the properties has a Future Land Use of INST, Institutional and the other property has a St. Lucie County Future Land Use of IND, Industrial. Both parcels were annexed into the City of Fort Pierce in 2006. There is an active application with the Planning Department to change the Future Land Use for both parcels to I, Industrial to bring them into compliance with their zoning designation. A waste related use is a Conditional Use in the I-1, Light Industrial zoning district. This site was previously a citrus packing plant and there are three (3) buildings on site.

The applicant wishes to operate a metal recycling facility that will consist of both ferrous and non-ferrous metals such as steel, aluminum, iron, and copper. The business will not process used or inoperable vehicles, construction debris, or paper goods. The site will use the existing structures to house recycled material, which will be crushed into cubes that are approximately 3' x 4' in size. The crushed cubes will be loaded onto trucks and taken offsite to a smelter. There will be a temporary outdoor storage area where the metals that have been crushed will sit and be loaded onto trucks that will take them offsite. It is planned that during a later phase of the project a rail spur will be installed so that the company has the ability to transport the crushed metals by rail. The applicant has provided a phasing plan for the business that will occur over a three (3) year time period.

#### *Phase 1:*

The initial operation of the 15,642 square foot facility (Building 1) will include new paving for vehicle entry off Enterprise Road as well as installation of the landscape buffer, irrigation system, and entry signage. The interior of building #1 will remain the same, except that life safety measures will be updated to current code. Also there will be a focus on ensuring that the restrooms and entryways of building #1 are fully ADA compliant.

#### *Phase 2:*

A new truck scale will be installed along with new parking spaces on the northern part of the property next to building three (3). Exterior improvements will include painting of the exterior and removal of all mechanical equipment that exists on the south façade from the former citrus plant. Building 2 will be utilized during this phase.

#### *Phase 3:*

This last phase is where the rail spur will be installed onsite as well as a new driveway to the south of the property that will connect to Enterprise Road. More parking will also be added as necessary. Building 3 will be utilized during this phase.

#### *Parking:*

The required parking for the site is fifty one (51) spaces and these parking spaces will be phased with the phasing plan that was outlined above. Eighteen (18) parking spaces will be provided in phase 1, with twelve (12) parking spaces being provided in phase 2, and lastly the remaining twenty one (21) parking spaces will be provided in phase 3. The applicant has put an emphasis on the notion that this facility is

not for the general public meaning there will only be employees utilizing the parking spaces that will be provided onsite. The truck drivers that are driving to the site will not be getting out of their trucks, they will be driving in, and either unloading material or picking up processed material and driving right back out of the site.

#### *Landscape Buffer and Fence*

The site has an existing 6 foot fence and it will be modified to increase in height to 8 feet. This fence will also have a green fabric that will be installed on the fence so that nothing on the inside of the property is visible from the outside. Landscaping will include seventeen (17) Sabal Palms, eleven (11) Dahoon Holly trees, and shrubbery and groundcover. Phase three of the project will see the installation of a 10 foot landscape buffer on the southern perimeter of the property that will incorporate slash pines and other native plant materials and a swale for drainage.

#### **Technical Review Committee:**

All affected City Departments have reviewed the proposed Conditional Use and have provided conditional approval based on compliance with requirements of the City Code. The comments generated from the technical review are provided for review. The applicant's response to comments generated by the reviewers will also be included for your review.

#### **Staff Recommendation:**

Staff recommends that the Planning Board forward a recommendation of approval for the Conditional Use to the City Commission with the following conditions:

1. A Landscape Plan that demonstrates compliance with City Code 22-187 will be required at the time of Building Permit.
2. A Lighting Plan or Photometric Survey that demonstrates compliance with City Code 22-60 (j)(1)(a) will be required at the time of Building Permit.
3. A Unity of Title or parcel combination will be required prior to submission of the building permit.
4. The operations adheres to a submitted and approved truck route to and from the site. The truck route must be submitted to the Planning Department prior to City Commission.
5. The facility confines operational hours to Monday through Saturday, 7:00am to 5:00pm.
6. No melting or burning of any materials will take place on site.
7. All storage of recycling materials must be contained in the buildings on site, no outdoor storage.
8. All site drainage and landscaping improvements must be implemented with phase 1 of the project as well as submittal of the application with St. Lucie County for roadway abandonment of Grose Road.



## Conditional Use – No New Construction

Property address or Location 3340 Enterprise Rd, Ft. Pierce FL

Parcel ID #(s) 2428-502-0035-000-5 and 2428-502-0033-000-1

Project description Waste Related Use-Metal Recycling

H. & S. Citrus Inc.

**Property Owner(s)**

3340 Enterprise Road

Street Address

FT. Pierce, FL 34982

City State Zip

Phone Number

rdeerydds@aol.com

Email Address

Jim Frogner, President, Frogner Consulting, LLC

**Applicant/Representative, Title, Company**

3402 SE Clubhouse Pl

Street Address

Stuart, FL 34997

City State Zip

Phone Number

jfrogner@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 acknowledgment 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.

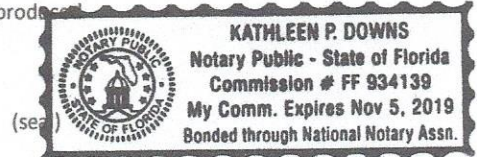
Robert E. Deery, Sr., President/CEO, H+S Citrus, Inc.  
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 24 day of October 2018, by

Robert E. Deery who is personally known to me or has produced \_\_\_\_\_ as identification.

Kathleen P. Downs  
Signature of Notary



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

**TO BE COMPLETED BY STAFF**

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

Pre-Application Meeting Date \_\_\_\_\_ Fees \_\_\_\_\_ Control # \_\_\_\_\_ B. Permit # \_\_\_\_\_

Intake Planner \_\_\_\_\_

Planner Assigned \_\_\_\_\_

Approved By \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Intake Date Stamp



# CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

If no site improvements are required:

- As-built survey
- Floor plan of existing building(s)

If parking and drainage improvements are required:

- As-built survey;
- Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
- Lighting plan

Complete, notarized application

### Application Type:

- Conditional Use: No new construction with no site improvements
- Conditional Use: No new construction with parking and drainage improvements

### Site Information:

Building Size 15,624 Parking Spaces: 31

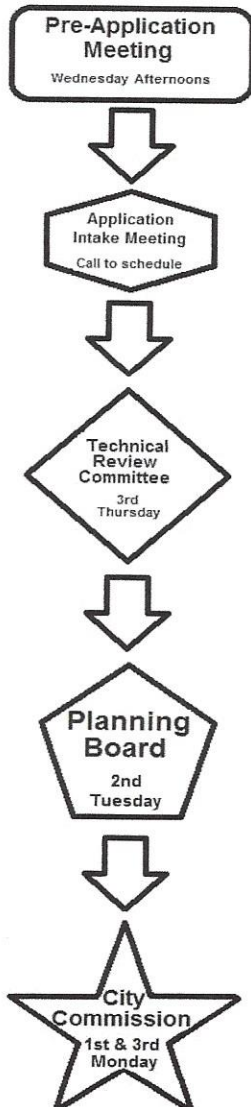
Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
I-1	I-1	I-1	I-1

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

- (1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.
- (2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.
- (3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

### Application Outlook



November 26, 2018

## **INTRODUCTION**

A Conditional Use application is being submitted which will lead to approval of the Waste-Related Use as outlined in Section 22-22, Allowed Uses.

The 3.86 acre site formerly known as H & S Citrus supports three structures on the site previously constructed in 1972, originally built to function as a citrus packing plant. The site is located on Enterprise Road west of the Farmers Market in a heavily industrialized/commercial area. An application for a small scale land use change has been submitted and the City of Ft Pierce Planning Board approved the land use change on November 13<sup>th</sup> – the final approval by the City Commissioners is scheduled for January 21, 2019.



The new owner operates a metal recycling facility in Palm Beach County and intends the same use on this site. A zoning confirmation letter issued by Planning staff on June 27, 2018 states, “Per City Code Section 22-22, a metal recycling facility is classified as a Waste-Related Use”. In this case, the proposed waste related use or “Recycling Facility” will be strictly for metals; both ferrous and non-ferrous metal such as steel, aluminum, iron and copper. The business does not process used or inoperable vehicles, construction debris or paper goods.

## **1. Consistency with the Plan**

In 2006, when the citrus packing facility was in operation, the City of Ft. Pierce annexed the site from St Lucie County (SLC) into the city. The SLC zoning designation of light industrial was designated as I-1, Light Industrial by the City. The Future Land Use will be I-Industrial once the application is approved, thus the zoning will be consistent with the land use.

## **2. Zoning and Use**

The industrial designation of I-1, Light Industrial is intended for parcels suitable for industrial development that promote employment including light manufacturing and processing facilities. The site meets or exceeds the code regulations in Section 22-34, for the I-1 district. A “waste Related” recycling facility requires a Conditional Use approval.

### **Site Function:**

The site will function using the existing structures to house recycled material which is crushed into “cubes” approximately 3’ x 4’ and stockpiled for delivery to a smelter elsewhere. The area adjacent to and encompassing the roofed-open-air structures will be used as a processing area where scrap material is delivered via commercial vehicles after traversing over the scale at the projects entry from Enterprise road. The area shown as “processing area” on the site plan is a temporary outdoor storage area where commercial vehicles unload the material or placed into containers for sorting. Once the material is sorted, containers or stock material will be moved into the facility for further processing. This area is bordered by the 30’ setback as shown on the site plan and screened from view by an 8’ fence with green opaque fabric as required by code provisions in Sec. 16-69(d) & 16-67(e).

A rail siding will be installed at a later date (Phase III) for rail shipping to a smelter. The equipment used for processing the delivered scrap are tracked vehicles, thus this area is exempt from hard surface pavement-which has existed as hard-packed surface since 1972 when the citrus processing facility was in operation. It should be noted that the majority of similar or industrial facilities in the surrounding area lack adequate screening, however the petitioner intends to set a “clean precedent” in so far as a modern day recycling facility. The finished/cubed material will be placed either adjacent to the proposed RR siding or stacked while awaiting loading into the trucks, then transported to the smelter off site. Any outdoor storage of finished material will be temporary in nature (1-3 days) and screened from view.

The operator will be using a small portion of the site as business grows-thus the utilization of the site will be phased as follows:

### **Phasing Plan will occur over a period of 3 years**

**Phase I**, the initial operations of the 15,642 SF facility includes new paving for vehicle entry off enterprise and installation of the landscape buffer, irrigation and entry signage. The interior of the building # 1 will remain “as is” except for life safety (smoke detectors, exit lights, etc), minor electrical and ADA compliant entry & restrooms.

**Phase II** will include the new truck scale, parking spaces on the north perimeter and exterior improvements such as painting and removal of the mechanical equipment on the south façade once the operating “kinks” are worked out.

**Phase III**, will include a new landscape buffer and swale for improved drainage on the south once Grose Road is abandoned, construction of the rail siding and the new driveway on the south connecting to Enterprise Road. Parking will be added as necessary and if required, a request for site plan approval will be submitted for minor modifications to the site plan.

### **Off-street parking and loading areas;**

There are no parking code provisions for a junkyard or waste related use; Planning staff has noted that the “warehouse” classification for off street parking “is the closest fit” for the use on the site. The code for a warehouse use requires 1 parking space per 600 SF or a total of 51 parking spaces on the site. The initial Phase (I) will provide 18 parking spaces in the existing building and Phase II & II will provide the remainder as shown on the site plan phasing box.

It should be noted that the actual operations of the site only require parking for employees (up to 15). The reality is, commercial vehicles entering the site are weighed, then the vehicle drives to the processing area or loading dock and unloads the material-THERE IS NO REASON FOR CUSTOMERS TO PARK-they do not exit their vehicles. However, 2 handicapped spaces and 18 regular parking spaces are shown on the site for phase I.

### **All screens and landscape buffers;**

The site has an existing 6’ fence. The fence will be modified on the perimeter to increase the height to 8’ and a green fabric screening material will be installed. Thus screening of the interior of the site will meet code provisions. The entry off Enterprise Road will receive new driveway paving per SLC code and new landscaping as shown on the detail included in the site plan. The landscaping consists of 17 sabal palms and 11 dahoon holly trees with shrubbery and groundcover presenting a lush tropical aesthetic. Phase III on the southern perimeter will include a new 10’ landscape buffer incorporating slash pines and other native plant material and swale for drainage.

**Frogner Consulting, Inc. Planning and Zoning Consultants**

3402 SE Clubhouse Place Stuart FL 34997

Ph: (561) 386-3035 [ffrogner@comcast.net](mailto:ffrogner@comcast.net)

A general landscaping plan will be submitted in connection with the change of use building and demolition permit once the use approval is granted.

**Refuse collection areas:**

There will be at least 2 dumpsters on wheels inside the roofed open-air structure, thus no “dumpster enclosure” is shown on the site.

**Setbacks:**

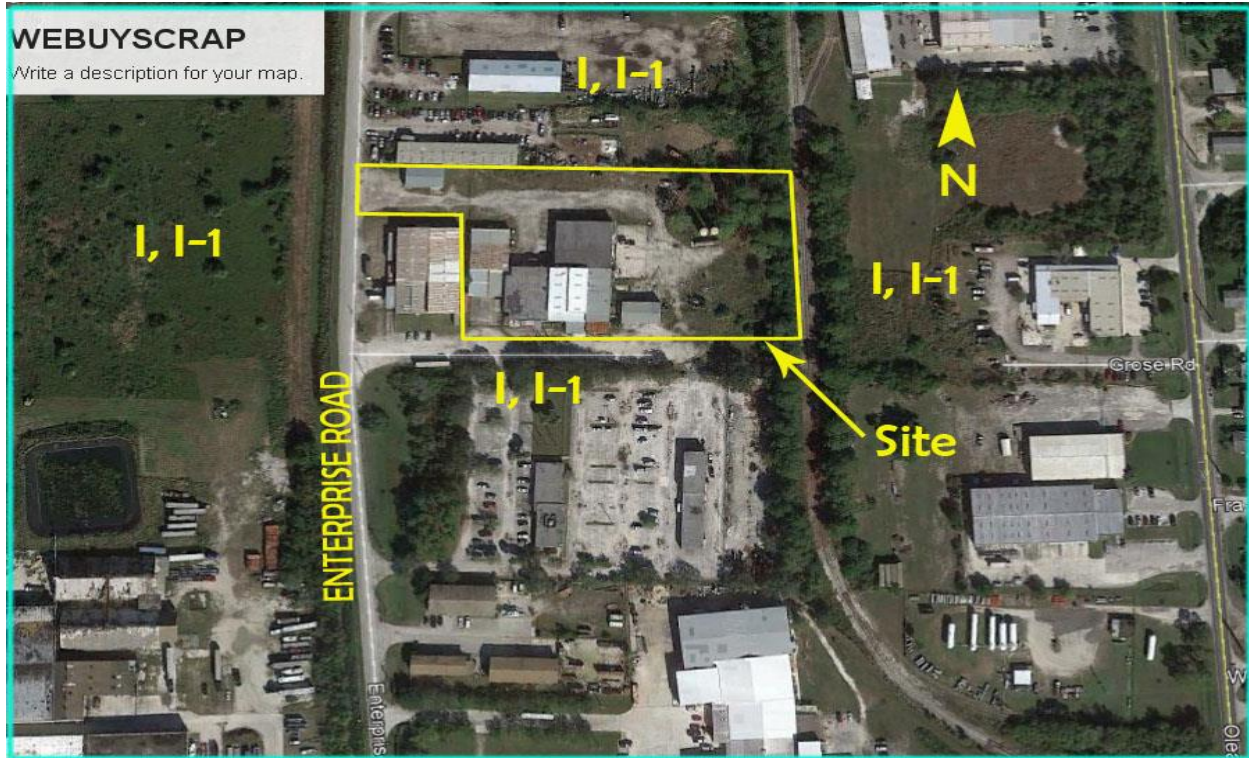
The existing structures meet the setbacks enacted at the time the facility was constructed in 1972 and no additions to the physical structures are intended. The setback for outdoor storage (New Junkyards) is 30’ as shown on the site plan.

**3. Compatibility with Surrounding Uses**

The site is on the west side of the State Farmers Market and surrounded by industrial and service uses, including pipe manufacturing, AT&T vehicle service facility, self-service storage facilities and manufacturing & construction related businesses. As previously noted, a land use change has previously been submitted to the Planning Department and the first hearing is scheduled for November 2<sup>nd</sup>, 2018.

The surrounding area is summarized in the aerial and chart below:

<b>Adjacent Land Use &amp; Zoning Summary</b>			
<b>Adjacent Uses</b>	<b>Existing Use</b>	<b>FLU</b>	<b>Zoning</b>
<b>North</b>	Self-storage-outdoor/indoor	I-Industrial	I-1 Light Industrial
<b>South</b>	ATT service yard	I-Industrial	I-1 Light Industrial
<b>East</b>	Contractor yard	I-Industrial	I-1 Light Industrial
<b>West</b>	Vacant industrial	I-Industrial	I-1 Light Industrial



#### 4. Environmental Performance Standards

The proposed recycling facility will not cause smoke, fire, radiation or toxic matter on site. The facility will operate tracked backhoes, bobcats and “grabber” type machinery for loading and unloading of metal from commercial vehicles.



## **5. Adequate Public Facilities**

The existing structure and site has been used as a citrus packing facility since 1972 but closed in early 2012 and has remained vacant since then.

Water and Sewer capacity for the existing site and uses are comparable in scope to the previously approved use and no new construction will occur on site from the change in use. Drainage for the site is described on the attached Drainage Statement prepared by Jonathan T. Ricketts, Inc. Traffic generation for the site will remain unchanged and has an insignificant impact on area roadways.

### **Drainage:**

A drainage Statement by Jonathan T. Ricketts, Inc. has been provided. The site in existence since 1972, will utilize the facility as designed per the drainage review. Phase III will include the abandonment of Grose Road from SLC, perimeter landscaping & swale and a new driveway from the facility to Enterprise Road.

### **Building:**

A change of use permit is required by the building department for the use on site. A floor plan has been provided and building permits will be applied for and obtained once the use is approved.

### **Changed Conditions or Circumstances**

There are demonstrated changed conditions or circumstances that necessitate this request as follows:

1. The citrus packing facility has been closed since 2012 due to the loss of thousands of acres of citrus as well as industry trends that include a downturn in the citrus industry.
2. The site was annexed into the City of Ft Pierce in 2007 through approval of Ordinance NO. K-706. The zoning was changed from St Lucie County Industrial to the city designation of I-1, Light Industrial; however the SLC future land use designation was not changed. On September 26, 2018, an application was submitted to the City for a land use change. The request is a corrective action to ensure consistency with the city's comprehensive plan map.

## **Future Plans**

As previously stated, the operator of the facility will “grow” into the site. The advantage of this will allow the most efficient use of the site providing the business with the ability to change depending on future trends such as international tariffs, the increase/decrease pricing of various metals, new equipment purchases such as a portable smelter or the rail siding for material delivery to the nearest port-until recently, the majority of recycled metal was shipped overseas. Due to international tariffs and other financial elements in the industry, smelter plants in Tennessee receive the majority of recycled material from the southeast areas.

*In connection with the above summary and compliance with the City of Ft. Pierce planning and zoning regulations, the applicant respectfully requests approval of the Conditional Use to approve the proposed Scrap Metal and Recycling Operation.*

This Document Prepared By and Return to:  
Melissa Harnage  
St. Lucie Title Services, Inc.  
800 Virginia Ave, Suite 47  
Fort Pierce, FL 34982

Parcel ID Number: 2428-502-0035-000/5

# Warranty Deed

This Indenture, Made this 12th day of March, 2014 A.D., Between  
John S. Cemer, as to an undivided one half interest

of the County of Washoe, State of Nevada, grantor, and  
George B. Brown

whose address is: PO Box 1478, Fort Pierce, FL 34954

of the County of St. Lucie, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of  
-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of St. Lucie State of Florida to wit:

The Southerly 100 feet of Lot 29, Industrial Subdivision, according to the  
plat thereof, as recorded in Plat Book 9, Page(s) 5, of the Public Records  
of St. Lucie County, Florida.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of  
the Grantor.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever  
In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.  
Signed, sealed and delivered in our presence:

Nick Nelson  
Printed Name: Nick Nelson  
Witness

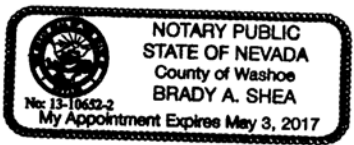
John S. Cemer (Seal)  
John S. Cemer  
P.O. Address: 748 South Meadows Pkwy., Ste. A9, Box 334  
Reno, NV 89521

Dan Parlo  
Printed Name: Dan Parlo  
Witness

STATE OF Nevada  
COUNTY OF Washoe

The foregoing instrument was acknowledged before me this 5th day of March, 2014 by  
John S. Cemer

who is personally known to me or who has produced his Driver License as identification.



Brady A. Shea  
Printed Name: Brady A Shea  
Notary Public  
My Commission Expires: 3 MAY 2017

17.0870  
208801A  
1-6-80

MORTGAGE DEED  
From Corporation to Individual

RAMCO FORM RESE

466915

10-

# This Mortgage Deed

Executed the 20th day of November, A. D. 19 79 by

**H & S CITRUS, INC.**, a Florida corporation,

a corporation existing under the laws of **Florida** and having its principal place of business at **Grose Road, Fort Pierce, Florida 33450** hereinafter called the mortgagor, to

**WILLIAM A. TAYLOR**

whose postoffice address is **2208 Cortez Boulevard, Fort Pierce, Florida 33450**

hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

**Witnesseth**, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in **St. Lucie** County, Florida, viz:

Lots 26, 27 and 28 of Block A, WEST END ADDITION, a Subdivision, according to the plat thereof recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida. Subject to road right-of-way.

RECORDED  
15342  
STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
156.00

156.00

RECORDED \$ 208.00 IN PAYMENT OF TAXES  
ON THE ABOVE DESCRIBED REAL PROPERTY,  
IMPOSED BY REVISED FLA. STAT. OF 1978  
KUCER PRIMEAS  
CLERK COUNTY COURT, ST. LUCIE CO., FLA. J.H.

**To Have and to Hold** the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

**And** the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor 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 and clear of all encumbrances except taxes accruing subsequent to December 31, 1978.

**Provided Always,** that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to-wit:

\$ 104,000.00 Fort Pierce, Florida November 1, 19 79

Beginning one month after date, I, we or either of us promise to pay to the order of  
WILLIAM A. TAYLOR

One Hundred Four Thousand and No/100 (\$104,000.00) DOLLARS

for value received, payable at 2208 Cortez Boulevard, Fort Pierce, Florida

33450 with interest

from date at the rate of ten (10) percent per annum until paid; interest payable see below

If default is made in any payment when due and continues for 30 days, then at the option of the holder, and without any other notice, the remaining balance shall be due and payable at once.

And each of us, whether maker, guarantor or endorser, hereby severally waives and renounces any and all homestead exemption rights we may have under the Constitution or Laws of the State of Florida, or any other State or United States, as against this note, and each further waives demand, notice of non-payment and protest, and in event it becomes necessary to collect this note through an attorney, agrees to pay all costs of collection, including reasonable attorney's fee.

This note may be prepaid in whole or in part at any time without penalty.

All sums in default shall bear interest at 10% per annum.

Beginning one month after date maker agrees to make successive monthly installments of \$1,000.00 each month until the principal balance of \$104,000.00 is fully paid. Each payment shall be first applied to interest and then to principal.

The tax required by Section 210.08 of the Florida Statutes has been paid and proper stamps have been affixed to the mortgage which secures the obligations evidenced by this note.

H & S CITRUS, INC.

David Walker, President

1320-2403

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

**And** the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than highest insurable value-----  
in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

**If** any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagor to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

(CORPORATE SEAL)

**In Witness Whereof** the mortgagor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

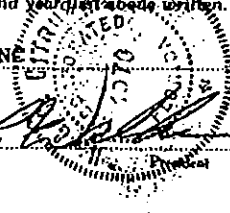
ATTEST: \_\_\_\_\_  
Secretary

H & S CITRUS, INC

Signed, sealed and delivered in the presence of:

*J. Stephen Feinberg III*  
*David C. Walker*

By *David Walker*  
DAVID WALKER



State of FLORIDA  
County of ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared

DAVID WALKER

well known to me to be the President and respectively of the corporation named as mortgagor in the foregoing instrument, and that they severally acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

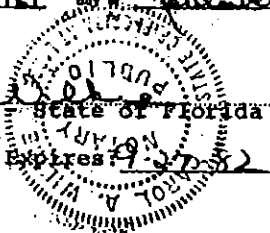
WITNESS my hand and official seal in the County and State last aforesaid this 21st day of November, A. D. 19 79.

466915

NOV 21 1979 3:50

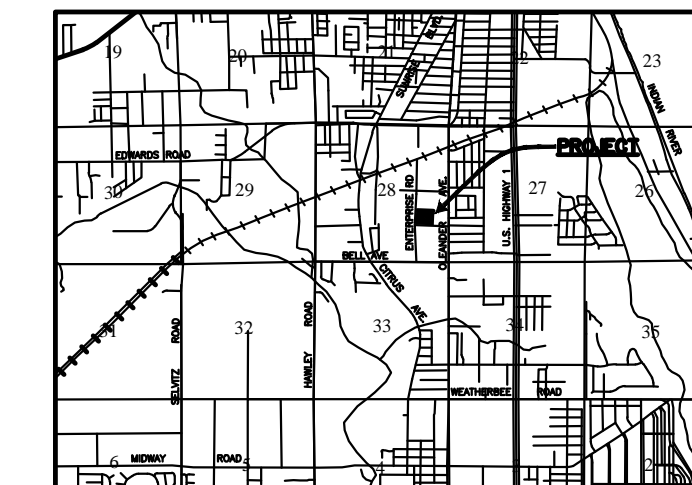
ROGER HOFFMAN  
CLERK OF COURT

*Charles A. Walker*  
NOTARY PUBLIC, State of Florida  
at Large,  
My Commission Expires 9-27-82



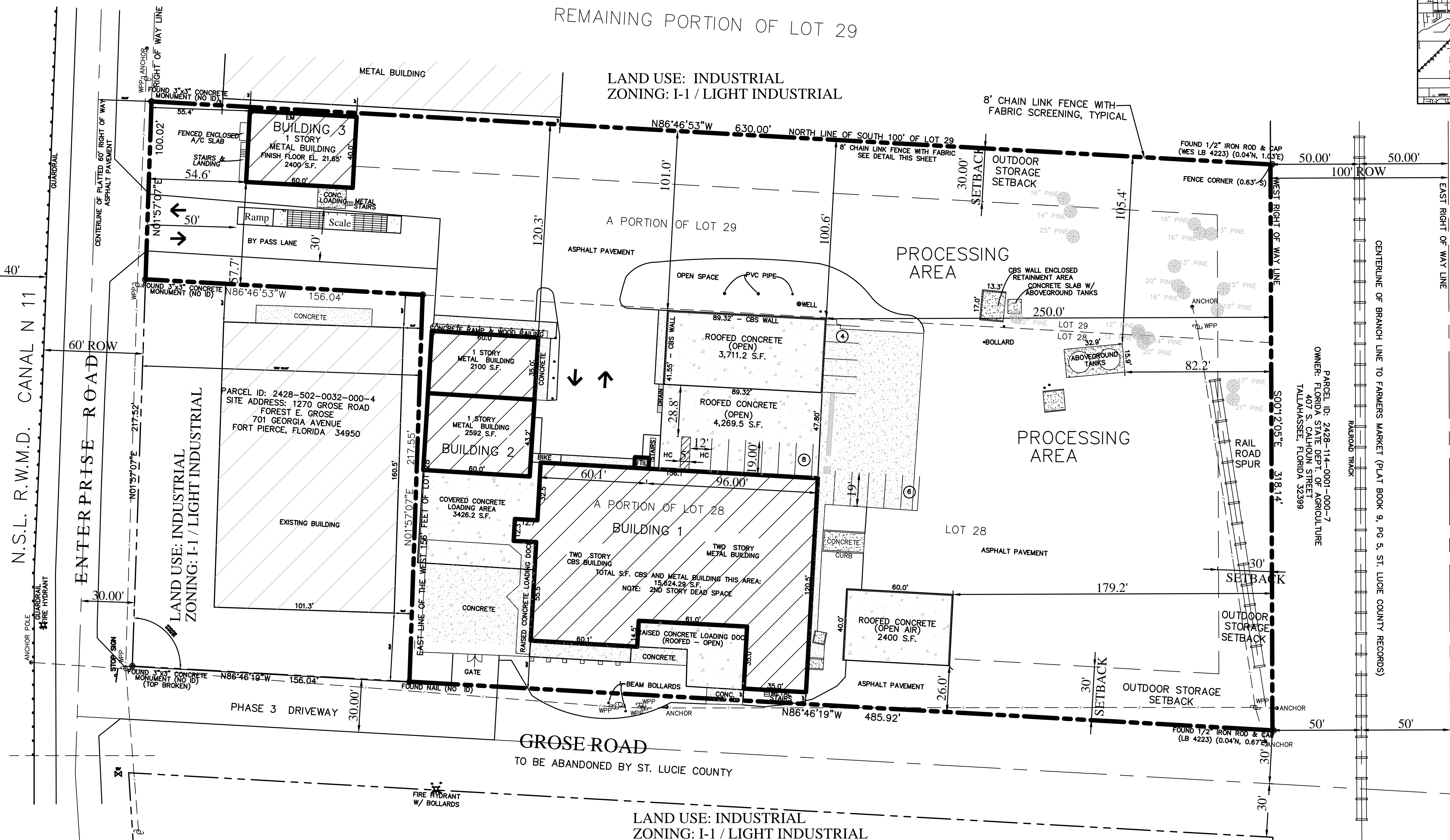
This instrument was prepared by





REMAINING PORTION OF LOT 29

LAND USE: INDUSTRIAL  
ZONING: I-1 / LIGHT INDUSTRIAL



N.S.L. R.W.M.D. CANAL N 11

LAND USE: INDUSTRIAL  
ZONING: I-1 / LIGHT INDUSTRIAL

LAND USE: INDUSTRIAL  
ZONING: I-1 / LIGHT INDUSTRIAL

Debra L. Northsea  
Landscape Architect  
6008 Eagles Nest Drive  
Jupiter, Florida 33458  
Phone: (561-758-6739)  
Fla. Registration #1521  
Email: DLNLADESIGN@aol.com

# WE BUY SCRAP

## Site Plan

### City of Fort Pierce

Date	Drawn By	Comments
07/25/18	DLN	Preliminary Site Plan
08/08/18	DLN	Final Site Plan
08/15/18	DLN	Final Site Plan
10/24/18	DLN	Final Site Plan
11/24/18	DLN	Final Site Plan REV
1/28/19	DLN	Final Site Plan REV

In Conjunction with:  
**Frogner Consulting, Inc.**  
3402 SE Club House Place  
Stuart, Florida 34997  
Phone: (561-386-3035)  
Email: jfrogner@comcast.net

#### Required Parking Calculations

Phase	Building	Square Feet	Parking Required
Phase 1	BUILDING 1 Warehouse	2,3076 s.f.	18 Spaces
Phase 2	BUILDING 2 Warehouse	4,680 s.f.	12 Spaces
Phase 3	BUILDING 3 Warehouse	2,400s.f.	21 Spaces

#### Site Data

PROJECT NAME: WE BUY SCRAP  
PROJECT ADDRESS: 3340 ENTERPRISE ROAD, ST. LUCIE COUNTY, FORT PIERCE, FL 34950  
PARCEL ID NUMBER: 2428-502-0033-0000-1  
SEC/TOWN/RANGE: 28/355/40E  
EXISTING USE: CITRUS PACKING PLANT  
PROPOSED USE: WASTE-RELATED USE, METAL RECYCLING  
ZONING: I-1 / LIGHT INDUSTRIAL  
FUTURE LAND USE: CITY OF FT. PIERCE INDUSTRIAL

	ACRES	S.F.	PERCENTAGE %
GROSS SITE AREA:	3.86 ACRES	168,000.86 S.F.	100 %
TOTAL IMPERVIOUS AREA:	2.1 ACRES	91,683.5 S.F.	54.6%
BUILDING COVERAGE:	.84 ACRES	36,523.2 S.F.	21.7%
PAVEMENT AND SIDEWALK:	1.26 ACRES	55,160.26 S.F.	32.8%
TOTAL PERVIOUS AREA:	1.76 ACRES	76,317.36 S.F.	45.4%
TOTAL BUILDING HEIGHT: 35'			
PARKING DATA:			
REQUIRED: 1 SPACE PER 600 S.F.			
PER WAREHOUSE (SEE CHART)			
TOTAL SPACES REQUIRED:			51 SPACES
TOTAL SPACES PROVIDED:			SEE PHASING CHART THIS SHEET
TOTAL BIKE RACK PROVIDED:			1 RACK / 6 BIKES

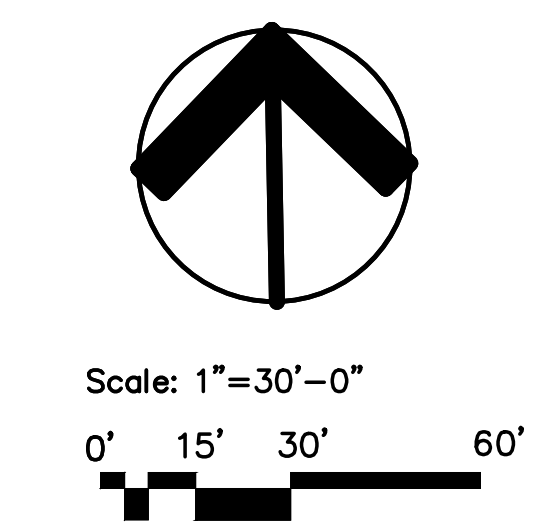
OWNER:  
WE BUY SCRAP  
ERIC HELLEM, PRESIDENT  
1141 OLD OKEECHOBEE ROAD  
WEST PALM BEACH FL 33401

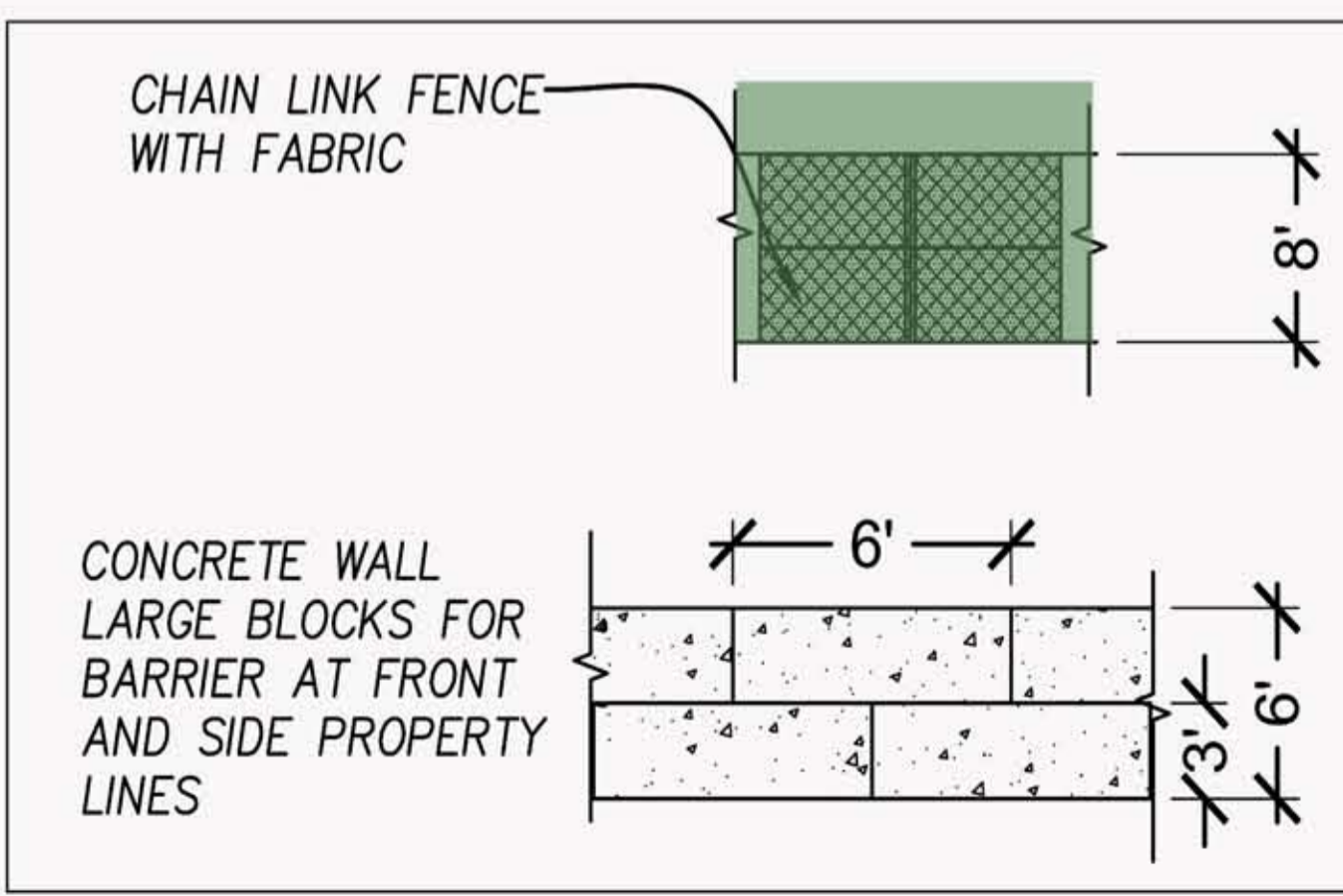
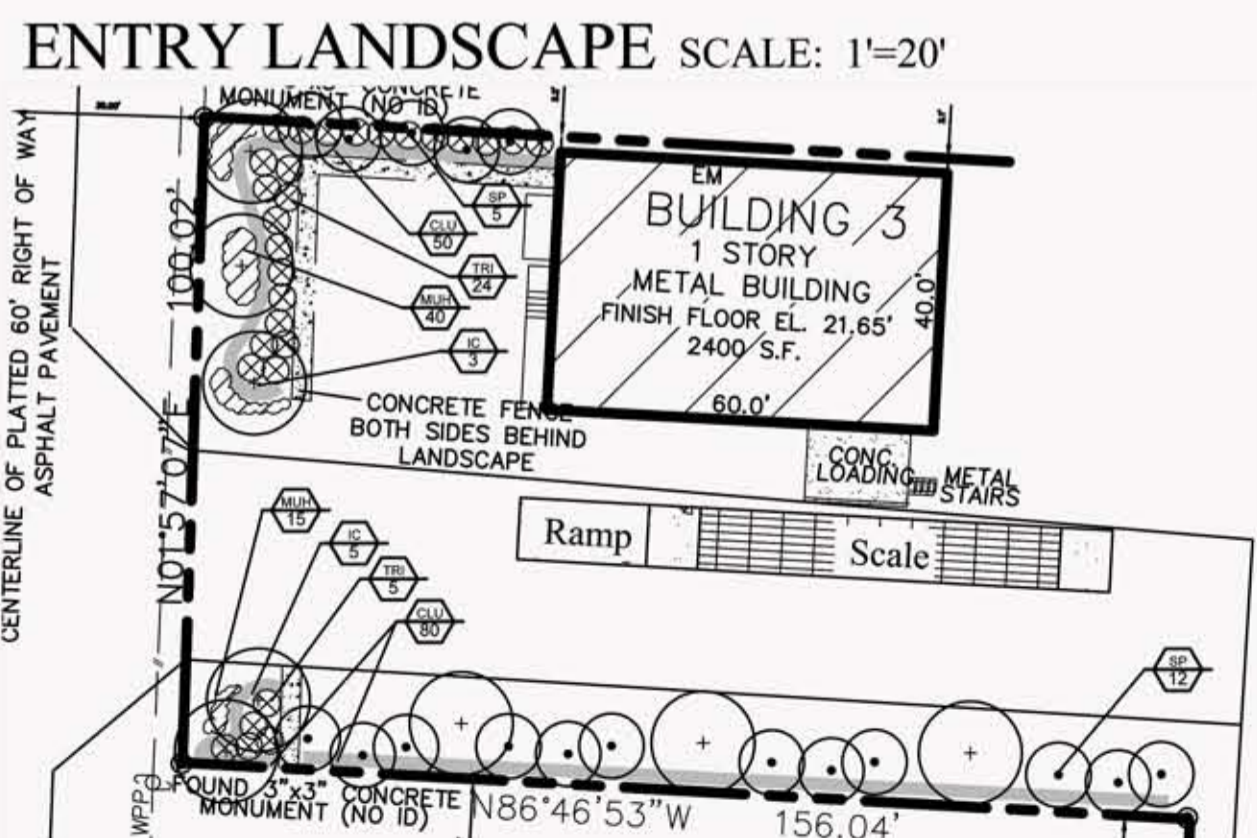
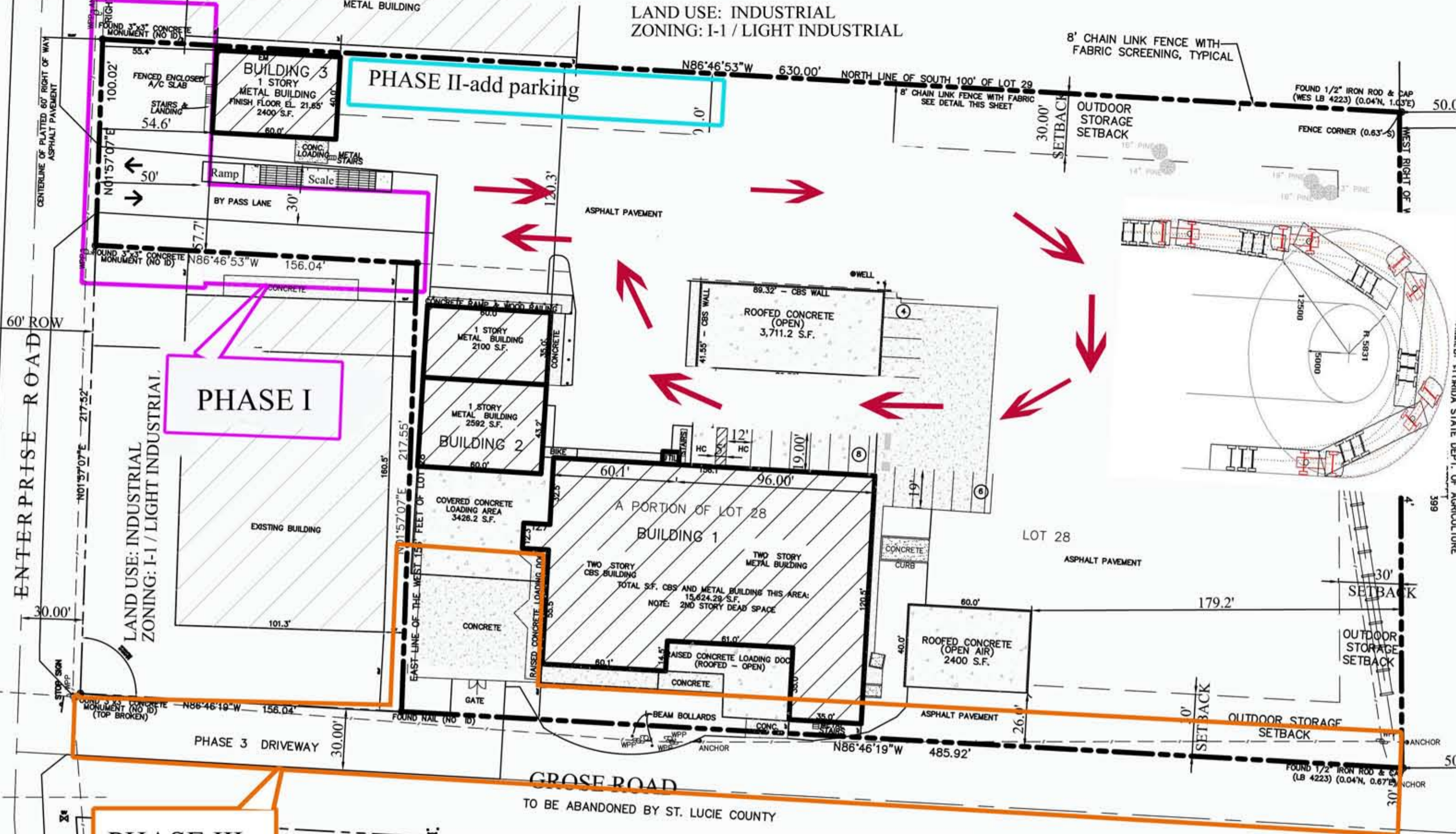
AGENT:  
FROGNER CONSULTING, LLC  
3402 SE CLUBHOUSE PL  
STUART FL 34997  
EMAIL: JFROGNER@COMCAST.NET

ENGINEER: JTR RICKETS, INC.  
JONATHAN T. RICKETS, INC.  
PROFESSIONAL ENGINEER  
3450 NORTHLAKE BLVD, SUITE 200  
PALM BEACH GARDENA FL 33403  
561-630-6700  
EMAIL: JRICKETS@TRINC.COM

SURVEYOR:  
WATSON / KILLANE  
SURVEYING AND MAPPING, INC.  
2240 NE DIXIE HIGHWAY  
JENSEN BEACH FL 34957  
PHONE: 772-334-0868  
EMAIL: WATSONKILLANE@GMAIL.COM

LANDSCAPE ARCHITECT:  
DEBRA L. NORTHSEA  
6008 EAGLES NEST DRIVE  
JUPITER FL 33458  
FLA REGISTRATION #1521  
EMAIL: DLNLADESIGN@AOL.COM





**PLANT LIST**

IC	11	DAHOON HOLLY	Ilex cassia	12' to 14' HT., BY 8-6" SPRD., FULL TO BASE
SP	17	SABAL PALMS	Sabal palmetto	15'-18' O.A. HT.
CLU	130	CLUSIA	Clusia rosea	36" HT., X 24" SPRD., FULL 24" o.c.
TRI	29	DWARF FAKAHATCHEE GRASS	Tripsacum floridana	18" HT., X 15" SPRD., FULL 3 gal., 18-24" o.c.
MUH	55	MUHLY GRASS	Muhlenbergia capillaris	24" HT., X 24" SPRD., FULL 3 gal., 18-24" o.c.
• NATIVE				

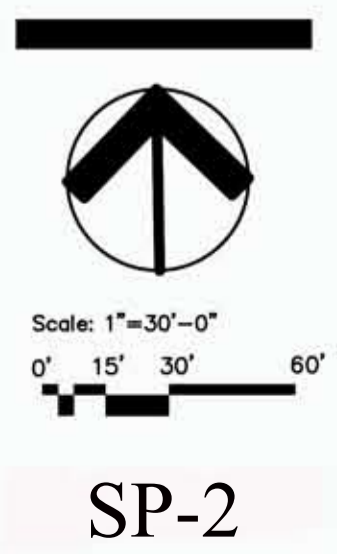
Debra L. Northsea  
 Landscape Architect  
 6008 Eagles Nest Drive  
 Jupiter, Florida 33458  
 Phone: (561-758-6739)  
 Fla. Registration # 1521  
 Email: DLNLDESIGN@aol.com

# WE BUY SCRAP

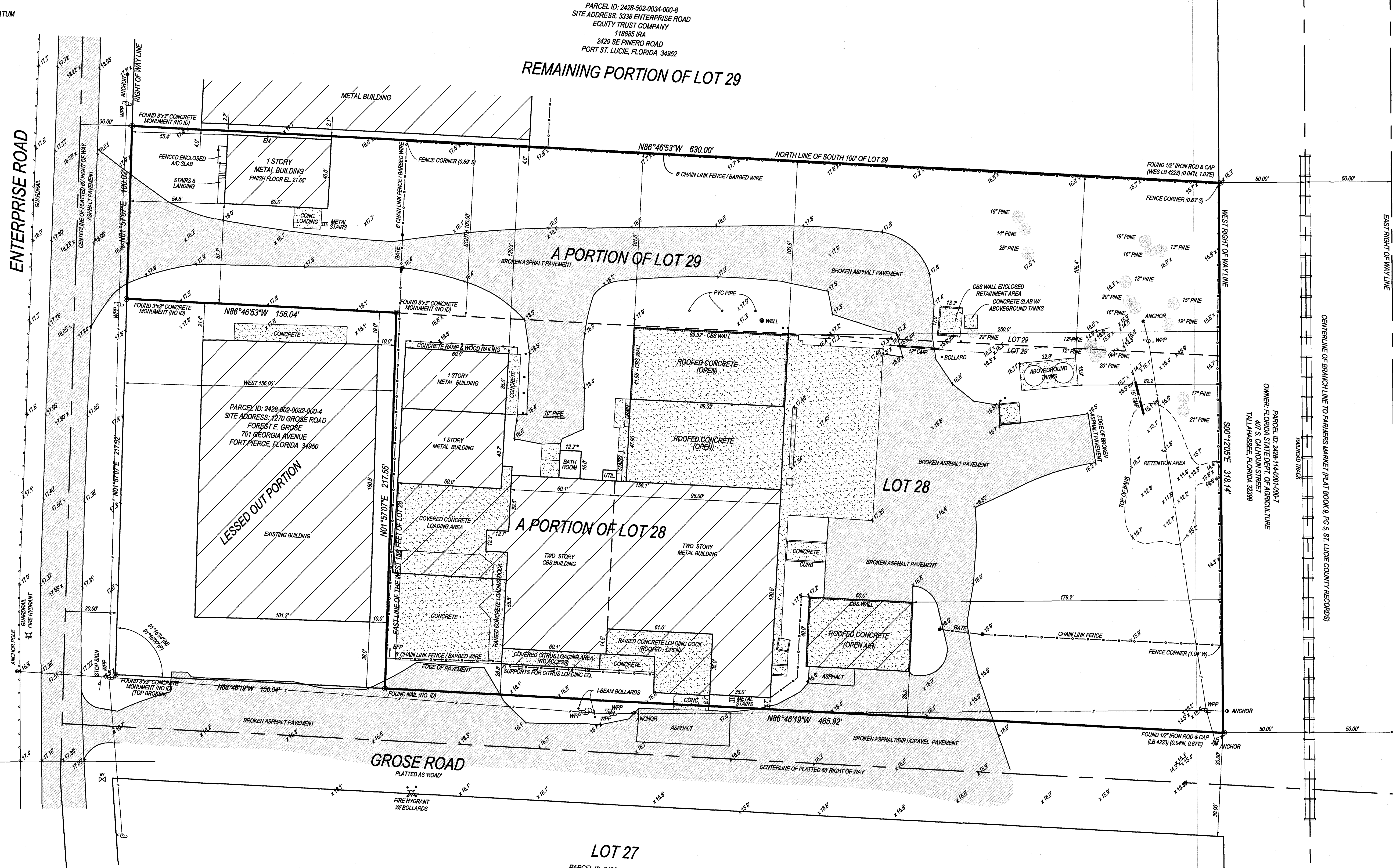
Site Plan  
 City of Fort Pierce

Job Name: WE BUY SCRAP  
 CADD File: WE BUY SCRAP SP3.DWG  
 Date: Drawn By: Comments:  
 07/25/18 DLN Preliminary Site Plan  
 08/01/18 DLN Final Site Plan  
 08/14/18 DLN Final Site Plan  
 10/24/18 DLN Final Site Plan  
 11/21/18 DLN Final Site Plan REV

In Conjunction with:  
 Frogner Consulting, Inc.  
 3402 SE Club House Place  
 Stuart, Florida 34997  
 Phone: (561-386-3035)  
 Email: jfrogner@comcast.net



**LEGEND:**  
 ID = IDENTIFICATION  
 NAVD = NORTH AMERICAN VERTICAL DATUM  
 EL = ELEVATION  
 x 0.00' = SPOT ELEVATION  
 BFP = BACKFLOW PREVENTOR VALVE  
 ACQ = AIR CONDITIONER  
 CONC. = CONCRETE  
 (P) = PLAT  
 (M) = MEASURED  
 CMP = CORRUGATE METAL PIPE  
 WPP = WOOD POWER POLE  
 -/- = OVERHEAD UTILITIES



PARCEL ID: 2428-502-0034-000-8  
 SITE ADDRESS: 3338 ENTERPRISE ROAD  
 EQUITY TRUST COMPANY  
 118685 IRA  
 2429 SE PINERO ROAD  
 PORT ST. LUCIE, FLORIDA 34952

PARCEL ID: 2428-502-0032-000-4  
 SITE ADDRESS: 1270 GROSE ROAD  
 FOREST E. GROSE  
 701 GEORGIA AVENUE  
 FORT PIERCE, FLORIDA 34950

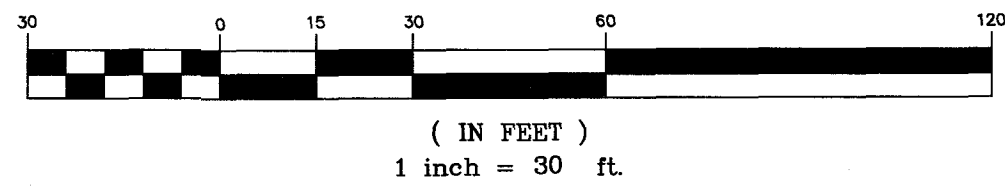
**LOT 27**  
 PARCEL ID: 2428-502-0028-000-0  
 SITE ADDRESS: 3402 ENTERPRISE ROAD  
 SOUTHERN BELL TELEPHONE  
 PO BOX 7207  
 BEDMINSTER, NJ 07921

**LEGAL DESCRIPTION:**  
 LOT 28, LESS THE WEST 158.00 FEET THEREOF, OF THE PLAT ENTITLED "INDUSTRIAL SUBDIVISION", PLAT BOOK 9, PAGE 5 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.  
 TOGETHER WITH THE SOUTHERLY 100 FEET OF LOT 29, INDUSTRIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 5, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

**SURVEYOR'S NOTES:**  
 1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM ASBUILT 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 NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAY OF RECORD EXCEPT AS SHOWN ON THE RECORD PLAT IF ANY.  
 4. THIS PROPERTY WAS SURVEYED WITHOUT THE BENEFIT OF A TITLE SEARCH.  
 5. ALL ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88). ST. LUCIE COUNTY BENCHMARK: NAME - BOX-CUT FARMERS MARKET, ELEVATION 17.984' (NAVD 88)  
 6. THE BEARING BASE OF THIS SURVEY IS ALONG THE EAST RIGHT OF WAY LINE OF ENTERPRISE ROAD, N01°57'07"E, BASED ON FLORIDA STATE PLANE COORDINATED SYSTEM EAST ZONE, 8390 ADJUSTMENT.  
 7. LEGAL DESCRIPTION FURNISHED BY CLIENT.  
 8. ALL BEARINGS AND DISTANCES SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED.  
 9. 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.  
 10. THIS SITE LIES IN FLOOD ZONE 'X' AS SCALED AND INTERPOLATED ON FEMA MAP NO. 12111C-0189-J, DATED: FEBRUARY 16, 2012.  
 11. SITE AREA: 168000.88 SQUARE FEET OR 3.86 ACRES MORE OR LESS.

# BOUNDARY and TOPOGRAPHIC SURVEY

**SITE ADDRESS:**  
 3340 ENTERPRISE ROAD  
 FORT PIERCE, FLORIDA 34954  
 AND  
 1237 GROSE ROAD  
 FORT PIERCE, FLORIDA 34954  
 GRAPHIC SCALE



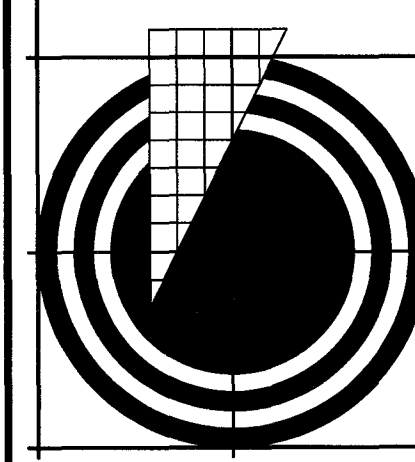
**SURVEYOR'S CERTIFICATION:**  
 I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 8-L17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND 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.

CRANG D. WATSON  
 PROFESSIONAL SURVEYOR & MAPPER  
 NO. 5847 STATE OF FLORIDA

DATE	REVISIONS	DWG	CHK

PREPARED FOR:  
**WE BUY SCRAP, INC.**

**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:	18-550
FIELD DATE:	8-27-18
CHECKED BY:	CDW
DRAWN BY:	DPK
SCALE:	1" = 30'
<b>SHEET</b>	
1 OF 1	

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

**Property Identification**

Site Address: 3340 ENTERPRISE RD Map ID: 24/28S Parcel ID: 2428-502-0035-000-5 Zoning: IL Account #: 32241 Use Type: 4100 Sec/Town/Range: 28/35S/40E Jurisdiction: Fort Pierce

**Ownership**

George B Brown  
Robert E Derry  
Lois S Derry  
PO Box 1478  
Fort Pierce, FL 34954

**Legal Description**

INDUSTRIAL S/D SLY 100 FT OF LOT29 (1.46 AC) (OR 712-1970; 3612-657)

**Current Values**

Just/Market: \$212,900 Assessed: \$212,900  
Exemptions: \$0 Taxable: \$212,900

**Historical Values 3-year**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$212,900	\$212,900	\$0	\$212,900
2017	\$196,600	\$196,600	\$0	\$196,600
2016	\$189,800	\$189,800	\$0	\$189,800

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
03-05-2014	3612 / 0657	0116	WD	Cemer John S	\$40,000
10-19-1990	0712 / 1970	XX00	WD	David L Walker	\$100,000
03-01-1978	0283 / 2790	XX00	CV		\$52,500

**Primary Building Information**

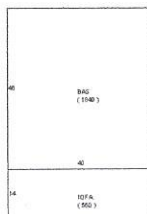
Finished Area of this building: 2,400 SF  
Gross Area of this building: 2,400 SF

**Exterior Data**

View: Roof Cover: Metal Roof Structure: Steel Truss Building Type: INDW  
Year Built: 1967 Frame: Grade: Y\_D+ Effective Year: 1977  
Primary Wall: Corr Metal Story Height: 1 Story No. Units: 1 Secondary Wall: Conc Block

**Interior Data**

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



**Total Areas**

Finished/Under Air (SF):	2,400
Gross Area (SF):	2,400
Land Size (acres):	1.46
Land Size (SF):	63,597.6
Total Building Count:	1

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
LOADING DOCK	1	240	1967

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

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

### Property Identification

Site Address: 1237 GROSE	Parcel ID: 2428-502-0033-000-1	Account #: 32239	Sec/Town/Range: 28/35S/40E
RD	Zoning: IL	Use Type: 4400	Jurisdiction: Fort Pierce
Map ID: 24/28S			

### Ownership

H and S Citrus Inc  
 PO Box 1616  
 Fort Pierce, FL 34954

### Legal Description

INDUSTRIAL S/D LOT 28-LESS W 156FT- (2.42 AC) (OR  
 205-1297: 256-175)

### Current Values

Just/Market: \$789,100    Assessed: \$742,500  
 Exemptions: \$0        Taxable: \$742,500

### Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$789,100	\$742,500	\$0	\$742,500
2017	\$675,000	\$675,000	\$0	\$675,000
2016	\$780,900	\$780,900	\$0	\$780,900

### Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
08-09-1976	0256 / 0175	XX01	WD	H and S Citrus Inc	\$0
08-14-1972	0205 / 1297	XX01	WD	H and S Citrus Inc	\$0

### Primary Building Information

Finished Area of this building: 18,576 SF  
 Gross Area of this building: 24,217 SF

#### Exterior Data

View:	Roof Cover: Metal	Roof Structure: BarJst/Rigid	Building Type: INDP
Year Built: 1972	Frame:	Grade: Y_D	Effective Year: 1972
Primary Wall: Conc Block	Story Height: 1 Story	No. Units: 2	Secondary Wall: Corr Metal

#### Interior Data

Bedrooms: 0	A/C %: 10%	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heated %: 10%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 100%	Heat Fuel: ELEC	Primary Floors: CONC GRD



*Image  
 or  
 Sketch  
 unavailable  
 for display*

### Total Areas

Finished/Under Air (SF):	23,076
Gross Area (SF):	28,717
Land Size (acres):	2.42
Land Size (SF):	105,415.2
Total Building Count:	3

### Special Features and Yard Items

Type	Qty	Units	Year Blt
CHAINLINK 6'	1	477	1976
STORAGE BIN	1	360	1976
MEZZANINE	1	1860	1976
BARB WIRE	1	477	1976

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

## **DRAINAGE STATEMENT**

**Prepared for  
We Buy Scrap  
Located on  
A Portion of Lot 28 and 29 of the Plat of  
Industrial Subdivision, Plat Book 9, Page 5  
St. Lucie County, FL  
Section 28, Township 35 South, Range 40 East  
September 26, 2018**

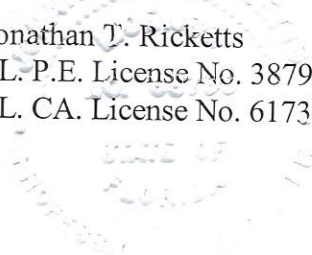
This project consists of a change in ownership for the existing warehouse buildings and adjacent asphalt areas for the property located on the above-mentioned property in St. Lucie County. The project consists of two lots whose addresses are 3340 Enterprise Road and 1237 Grose Road, Fort Pierce, Florida. The property presently serves as a packing facility for agricultural produce and was established in 1972. The property is shown on the National Flood Insurance Rate Map, 12111C0189J and has an effective date of 02/16/2012 and is within Zone X or Area of Minimal Flooding.

The proposed use will be for receiving scrap metals for sorting, packaging, and shipping to various metal recyclers. The existing site presently drains east and flows into the existing railroad right-of-way owned by the Florida State Department of Agriculture. No additional increases in buildings or asphalt or other impervious areas are anticipated; therefore, there will be no changes to the existing historic drainage flows or patterns.



9-26-2018

Jonathan T. Ricketts  
FL. P.E. License No. 38799  
FL. CA. License No. 6173



Digiorgio Road



Subject Site

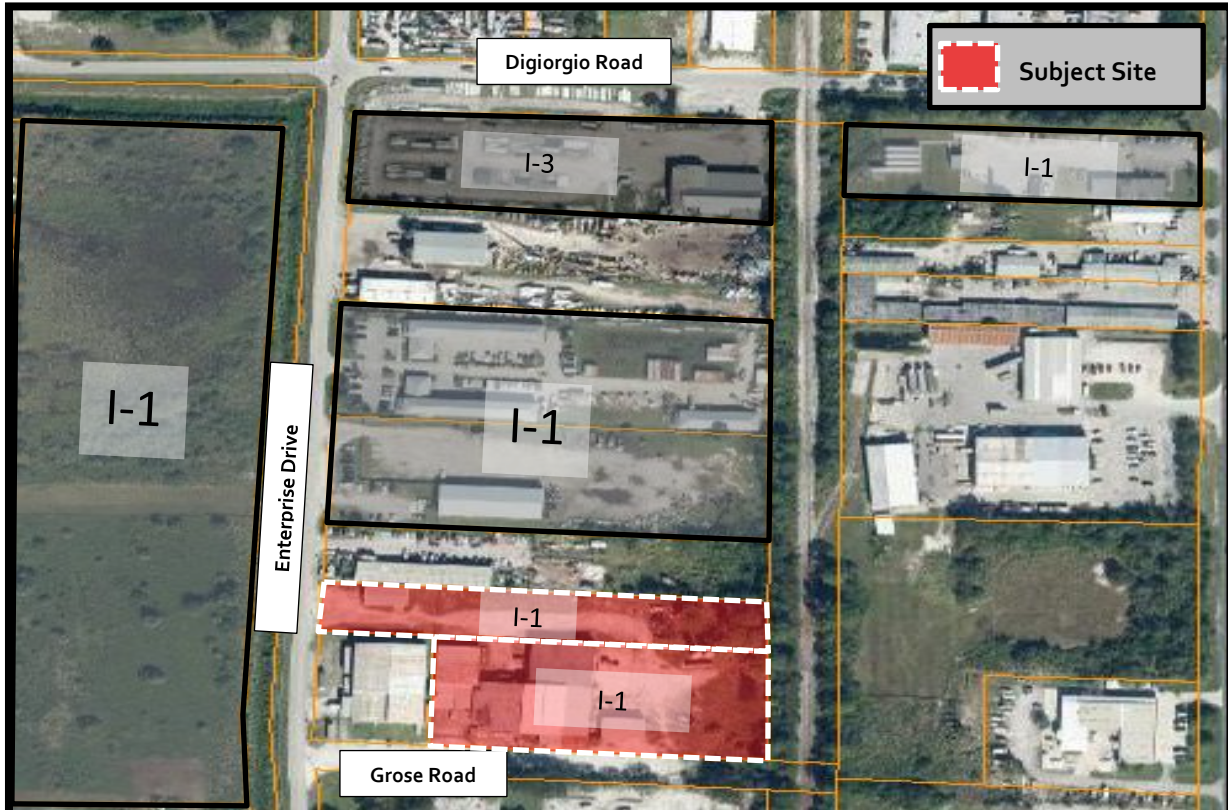
Enterprise Drive

Grose Road




Conditional Use  
We Buy Scrap  
Aerial Map





Digorgio Road

 Subject Site

I-3

I-1

I-1

Enterprise Drive

I-1

I-1

I-1

Grose Road



Application for Conditional Use  
We Buy Scrap  
Zoning Map





October 14, 2018

Frogner Consulting, LLC  
3402 SE Clubhouse Place  
Stuart, FL 34997

**SUBJECT: We Buy Scrap – 3340 Enterprise Road**  
**TECHNICAL REVIEW PROJECT: # 18-04000023**  
**CONDITIONAL USE**

**Comments:**

1. Perform a Unity of Title and or parcel combination on the properties at 3340 Enterprise Road & 1237 Grose Road as both properties will be utilized with this conditional use.
2. The site plan denotes that there is existing fence on the property with barbed wire, please remove barbed wire if it is concertina type wire as that is a prohibited fence type within the city limits.
3. Outdoor storage of materials is outlined on the site plan, demonstrate compliance with City Code 22-67(e)(5).
4. As this project is being described as a Junkyard in the project narrative, demonstrate compliance with City Code 16-6g, New Junkyards.
5. If this in fact a junkyard detailed plans will need to be submitted on the fence and or wall that will need to be constructed to 8ft so that the City Planning Board may decide if it meets the requirements of City Code 16-6g(d).
6. The site plan shows 28 regular parking spaces, but the project narrative talks about 31 regular parking spaces. Please indicate where the three missing parking spaces are.
7. If this project will be phased as the project narrative describes then please provide a project phasing plan that highlights what area will be worked on first, followed by the second and third phases.
8. A lighting plan or photometric survey will be required that demonstrates compliance with City Code 22-60(j)(1)(a)
9. Provide a Landscape Plan that demonstrates compliance with City Code 22-187, General Landscaping requirements as well as any other applicable code sections like 16-6g & 22-67(e)(5).

Please provide a written response to all TRC comments and provide submittal (10 copies) of all new materials by November 29, 2018 to advance to the December 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](mailto:bcreagan@city-ftpierce.com).

Sincerely,

Brandon Creagan, LEED Green Associate  
Planner

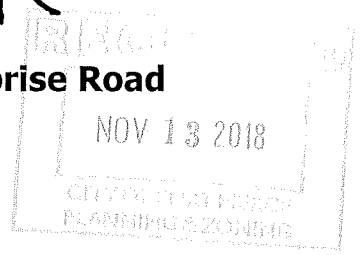


THE SUNRISE CITY  
**FORT PIERCE**  
 ENGINEERING  
 DEPARTMENT  
*Florida*

**To : Brandon Creagan, Planner**

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

**RE : We Buy Scrap Conditional Use – 3340 Enterprise Road  
 TRC No. 18-0400023**



**DATE : November 9, 2018**

This is to advise you that we have completed the review of the following documents as received by this office on November 5, 2018:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Conditional Use Submittal                             | <input type="checkbox"/> P/D Drawings  |
| <input type="checkbox"/> Test Reports & Related Documents                                 | <input type="checkbox"/> Certificate of Completion                               |
| <input type="checkbox"/> Record Drawings  | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies |  |

Based on our reviews and appropriate site final inspection, we

- |  |   |                              |
|--|---|------------------------------|
| <input checked="" type="checkbox"/> Recommend      | <input type="checkbox"/> Do Not Recommend |                              |
| <input checked="" type="checkbox"/> Approval of CU | <input type="checkbox"/> Building Permit  | <input type="checkbox"/> C/O |

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

See attached for engineering comments

JRA/TST/tst



**BUILDING DEPARTMENT  
TECHNICAL REVIEW COMMITTEE (TRC)  
COMMENT FORM**

**Meeting Date:** November 15, 2018  
**Property Address:** 3340 Enterprise Rd. – Cond. Use  
**Property Name:** We Buy Scrap  
**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 6<sup>th</sup> 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: \_\_\_\_\_

11/15/18



PUBLIC WORKS  
ENGINEERING DIVISION  
DEVELOPMENT REVIEW  
COMMITTEE

---

**November 9th, 2018**

**Project: We Buy Scrap**  
**Subject: SURVEY REVIEW**  
To: Brandon Creagan  
From: Rod Reed, PLS  
SLC-Engineering Division

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

**SURVEY:**

- 1) No comments.

Please provide a written response to all comments

***Rod Reed, County Surveyor***

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



---

**November 13, 2018**

**Project:** WE BUY SCRAP  
**Subject:** CONDITIONAL USE  
**To:** Brandon Creagan  
**From:** Grant Chambers  
SLC-Engineering Division

1. The driveway at Enterprise road shall be improved to County Standards. Please contact the County engineering division at 462-1707 regarding driveway permit requirements.

November 28, 2018

**SUBJECT: We Buy Scrap – 3340 Enterprise Road**

**TECHNICAL REVIEW PROJECT: # 18-04000023**

CONDITIONAL USE REQUEST

**Response to Comments in Bold:**

1. Perform a Unity of Title and or parcel combination on the properties at 3340 Enterprise Road & 1237 Grose Road as both properties will be utilized with this conditional use.

**Response: Acknowledged. A Lot Combination may be a better way to combine the 2 lots.**

2. The site plan denotes that there is existing fence on the property with barbed wire, please remove barbed wire if it is concertina type wire as that is a prohibited fence type within the city limits.

**Response: The barbed wire will be removed and a green fabric installed to provide screening.**

3. Outdoor storage of materials is outlined on the site plan, demonstrate compliance with City Code 22-67(e)(5).

**Response: Acknowledged.**

4. As this project is being described as a Junkyard in the project narrative, demonstrate compliance with City Code 16-69, New Junkyards.

**Response: Agree and acknowledged. The zoning letter dated June 27, 2018 classified the use as :Waste-related Use”.**

5. If this in fact a junkyard detailed plans will need to be submitted on the fence and or wall that will need to be constructed to 8ft so that the City Planning Board may decide if it meets the requirements of City Code 16-69(d).

**Response: Acknowledged and will comply. A Change of use permit will be submitted to the building department for minor improvements such as ADA compliance and a general “spruce up”.**

6. The site plan shows 28 regular parking spaces, but the project narrative talks about 31 regular parking spaces. Please indicate where the three missing parking spaces are.

**Response: The parking spaces are shown in the “Phase Box” on the site plan.**

7. If this project will be phased as the project narrative describes then please provide a project phasing plan that highlights what area will be worked on first, followed by the second and third phases.

**Response: Acknowledged – the Phasing Plan is outlined on the Site plan, SP-2.**

8. A lighting plan or photometric survey will be required that demonstrates compliance with City Code 22-60(j)(1)(a)

**Response: A photometric plan will be provided during the change of use permit process.**

9. Provide a Landscape Plan that demonstrates compliance with City Code 22-187,  
General Landscaping

**Response: A landscape plan is shown on SP-2 site plan.**

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

**Property Identification**

Site Address: 3340 ENTERPRISE RD Map ID: 24/28S Parcel ID: 2428-502-0035-000-5 Zoning: IL Account #: 32241 Use Type: 4100 Sec/Town/Range: 28/35S/40E Jurisdiction: Fort Pierce

**Ownership**

George B Brown  
Robert E Derry  
Lois S Derry  
PO Box 1478  
Fort Pierce, FL 34954

**Legal Description**

INDUSTRIAL S/D SLY 100 FT OF LOT29 (1.46 AC) (OR 712-1970; 3612-657)

**Current Values**

Just/Market: \$212,900 Assessed: \$212,900  
Exemptions: \$0 Taxable: \$212,900

**Historical Values 3-year**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$212,900	\$212,900	\$0	\$212,900
2017	\$196,600	\$196,600	\$0	\$196,600
2016	\$189,800	\$189,800	\$0	\$189,800

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
03-05-2014	3612 / 0657	0116	WD	Cemer John S	\$40,000
10-19-1990	0712 / 1970	XX00	WD	David L Walker	\$100,000
03-01-1978	0283 / 2790	XX00	CV		\$52,500

**Primary Building Information**

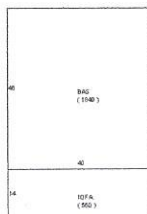
Finished Area of this building: 2,400 SF  
Gross Area of this building: 2,400 SF

**Exterior Data**

View: Roof Cover: Metal Roof Structure: Steel Truss Building Type: INDW  
Year Built: 1967 Frame: Grade: Y\_D+ Effective Year: 1977  
Primary Wall: Corr Metal Story Height: 1 Story No. Units: 1 Secondary Wall: Conc Block

**Interior Data**

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



**Total Areas**

Finished/Under Air (SF):	2,400
Gross Area (SF):	2,400
Land Size (acres):	1.46
Land Size (SF):	63,597.6
Total Building Count:	1

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
LOADING DOCK	1	240	1967

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

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

### Property Identification

Site Address: 1237 GROSE	Parcel ID: 2428-502-0033-000-1	Account #: 32239	Sec/Town/Range: 28/35S/40E
RD	Zoning: IL	Use Type: 4400	Jurisdiction: Fort Pierce
Map ID: 24/28S			

### Ownership

H and S Citrus Inc  
 PO Box 1616  
 Fort Pierce, FL 34954

### Legal Description

INDUSTRIAL S/D LOT 28-LESS W 156FT- (2.42 AC) (OR 205-1297: 256-175)

### Current Values

Just/Market: \$789,100    Assessed: \$742,500  
 Exemptions: \$0        Taxable: \$742,500

### Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$789,100	\$742,500	\$0	\$742,500
2017	\$675,000	\$675,000	\$0	\$675,000
2016	\$780,900	\$780,900	\$0	\$780,900

### Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
08-09-1976	0256 / 0175	XX01	WD	H and S Citrus Inc	\$0
08-14-1972	0205 / 1297	XX01	WD	H and S Citrus Inc	\$0

### Primary Building Information

Finished Area of this building: 18,576 SF  
 Gross Area of this building: 24,217 SF

#### Exterior Data

View:	Roof Cover: Metal	Roof Structure: BarJst/Rigid	Building Type: INDP
Year Built: 1972	Frame:	Grade: Y_D	Effective Year: 1972
Primary Wall: Conc Block	Story Height: 1 Story	No. Units: 2	Secondary Wall: Corr Metal

#### Interior Data

Bedrooms: 0	A/C %: 10%	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heated %: 10%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 100%	Heat Fuel: ELEC	Primary Floors: CONC GRD



*Image of Sketch unavailable for display*

### Total Areas

Finished/Under Air (SF):	23,076
Gross Area (SF):	28,717
Land Size (acres):	2.42
Land Size (SF):	105,415.2
Total Building Count:	3

### Special Features and Yard Items

Type	Qty	Units	Year Blt
CHAINLINK 6'	1	477	1976
STORAGE BIN	1	360	1976
MEZZANINE	1	1860	1976
BARB WIRE	1	477	1976

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

Information

REQUESTED ACTION

Conditional Use - Jones Dwelling Rental - 355 S. Ocean Drive #601

LOCATION

355 S. Ocean Drive #601

RESPONSIBLE STAFF

Vennis Gilmore, Planning Analyst

RECOMMENDATION

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

- 1) The maximum occupancy ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
- 2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;
- 3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and
- 4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.
- 5) Limit no more than 2 vehicles.
- 6) Include the City of Fort Pierce Business Tax License number on all advertising.

---

Attachments

Staff Report

Application

Narrative

Aerial Map

Zoning Map

Floor Plan

Rental Agreement

Rules & Regulations  
HOA By-laws  
Property Record Card  
TRC Comments

---


## **Form Review**


Form Started By: Vennis Gilmore  
Final Approval Date: 01/03/2019

Started On: 12/31/2018 05:19 PM



**TO:** Members of the City of Fort Pierce Planning Board

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

**FROM:** Vennis Gilmore, Planning Analyst 

**RE:** **Application for Conditional Use**  
**Kimberly Jones Dwelling Rental**  
**355 S. Ocean Drive #601**

**DATE:** December 31, 2018

**STAFF REPORT**

**Owner/Applicant:** Kimberly Jones  
 355 S. Ocean Drive #601  
 Fort Pierce, FL 34949

**Applicant's Request:** Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months. The identified minimum rental period is identified as thirty-one (31) days.

**Location(s):** 355 S. Ocean Drive #601

**Parcel ID:** 2401-522-0023-000-7

**Current Zoning:** Hutchinson Island Medium Density Residential Zone (R4-A)

**Future Land Use:** Hutchinson Island Residential (HIR)

**Surrounding Zoning:**

North	East	South	West
R-4A	R-4A	R4-A/C-5	R-4A

**Utilities:** FPUA

## Staff Analysis:

### **Request**

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 355 S. Ocean Drive #304 to offer lodging of less than six (6) months and a minimum of thirty-one (31) days to guests. The subject property is a part of the Avalon Beach Club Condominiums. The subject condo apartment contains (3) bedrooms and two and a half (2 1/2) bathrooms. The subject condo apartment has two (2) designated and paved parking spaces for the unit. The property is zoned Hutchinson Island Medium Density Residential Zone (R4-A).

The property is located at the northeast corner Hernando Street and Avalon Avenue. The subject site is surrounded by multi-family housing to the north, west, and south, and the Atlantic Ocean to the east.

### **Dwelling Rentals**

Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) months, is classified as a “Dwelling rental (dwelling unit)”, and defined as follows: One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis.

The State of Florida provides further classification of a dwelling is rented for periods of less than one (1) month, declaring the use a “Vacation rental”, and defined such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for periods of less than 31 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a Vacation Rental if the duration of stays are less than thirty-one (31) days. The rental of a dwelling for periods at a minimum of thirty-one (31) days, but less than six (6) months is a dwelling rental, but not a Vacation Rental.

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

**Table 1 – Dwelling & Vacation Rental Definitions**

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

### **Zoning & Land Use**

The subject site is located within the Hutchinson Island Medium Density Residential Zone (R4-A) district which is designed to establish height and density regulations for lands located within the city which are situated east of the Indian River. The R-4A zone is compatible with the Medium Density Residential Hutchinson Island designation in the comprehensive plan. Permitted gross residential densities in this district may not generally exceed eight (8) units per acre. Bonus density of up to one additional unit per acre is available as provided for in this section. This district is established because Hutchinson Island is a sensitive barrier island which presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

The Hutchinson Island Residential (HIR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to 8 dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed.

### **Parking**

Pursuant to City Code Section 22-60 (d), b. Motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The subject condo features two (2) parking spaces for the unit.

### **Conditional Use**

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

The authorization of a Conditional Use to establish a dwelling rental for periods of less than six (6) months, but greater than thirty-one (31) days would provide an opportunity for consistency with zoning district and land use designation as the use becomes non-transient, minimizing the commercial nature of the use and potential impacts to the surrounding residential neighborhood. The further limitation of other leading effects of the use may provide greater assimilation of the short-term rental within a single-family district.

According to the HOA documents of the Avalon Beach Club; No trade, business, profession or other type of commercial activity may be conducted in any unit. No Unit may be leased more than two (2) times in any twelve (12) month period. There has been three (3) approved conditional use applications for dwelling rentals with the Avalon Beach Club Condominiums as of January 2019.

### **Technical Review Committee**

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

### **Staff Recommendation:**

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

- 1) The maximum occupancy ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
- 2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;
- 3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and
- 4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.
- 5) Limit no more than 2 vehicles.
- 6) Include the City of Fort Pierce Business Tax License number on all advertising.



### Conditional Use – No New Construction

Property address or Location 355 S Ocean Drive Apt 601  
 Parcel ID #(s) 240152200230007  
 Project description Seasonal Rental more than 30 days less than 6 months

Kimberly Jones/owner/Avator 601  
 Property Owner(s) 355 S Ocean Drive Apt 601 Applicant/Representative, Title, Company  
 Street Address Fort Pierce, FL 34949 Street Address  
 City 706-830-6999 State Zip City State Zip  
 Phone Number t.kim30@yahoo.com Phone Number  
 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.*

Kimberly Jones  
 Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY  
 The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2018, by  
Kimberly Dawn Jones who is personally known to me or has produced  
Driver's Licence as identification.

Signature of Notary

Noemi Rios  
 NOTARY PUBLIC  
 STATE OF FLORIDA  
 Comm# GG127659  
 Expires 12/2021

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

**TO BE COMPLETED BY STAFF**

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

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

Intake Date Stamp

**CONDITIONAL USE: NO NEW CONSTRUCTION**

- Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:
- If no site improvements are required:
    - As-built survey
    - Floor plan of existing building(s)
  - If parking and drainage improvements are required:
    - As-built survey;
    - Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
    - Lighting plan
  - Complete, notarized application

Application Type:

- Conditional Use: No new construction with no site improvements
- Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size \_\_\_\_\_ Parking Spaces: \_\_\_\_\_

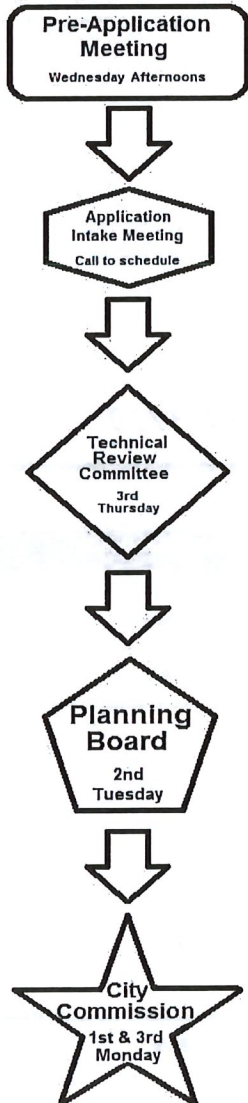
Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

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.

Application Outlook



3 December 2018

Fort Pierce Planning Department  
100 North US 1  
Fort Pierce, FL 34950

Kimberly Jones  
355 S Ocean Dr Apt 601  
Fort Pierce, FL 34949

RE: Avalon 601 Conditional Use Narrative

It is my plan to do seasonal rental for more than 30 days but less than 6 months starting 1 March 2019 and continuing in perpetuity until such time as we no longer desire to engage in such business. I have obtained the State of Florida tax ID and the St Lucie county TDT number. I appreciate your assistance in this matter.

Respectfully Submitted,

  
Kimberly Jones



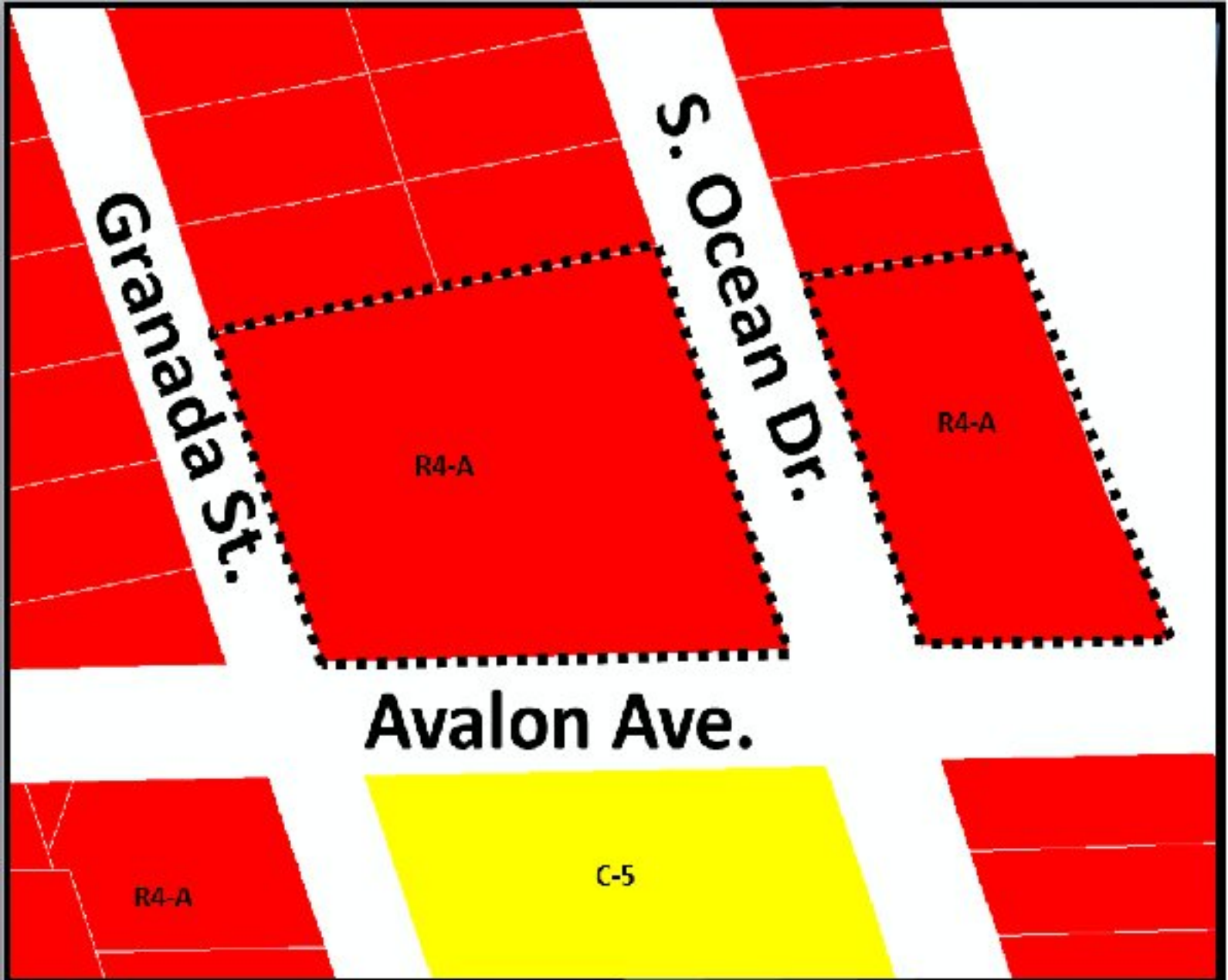
**Kimberly Jones Dwelling Rental**

**355 S. Ocean Drive #601**

**Aerial Map**



THE SUNRISE CITY  
**FORT PIERCE**  
*Florida*



**Kimberly Jones Dwelling Rental**

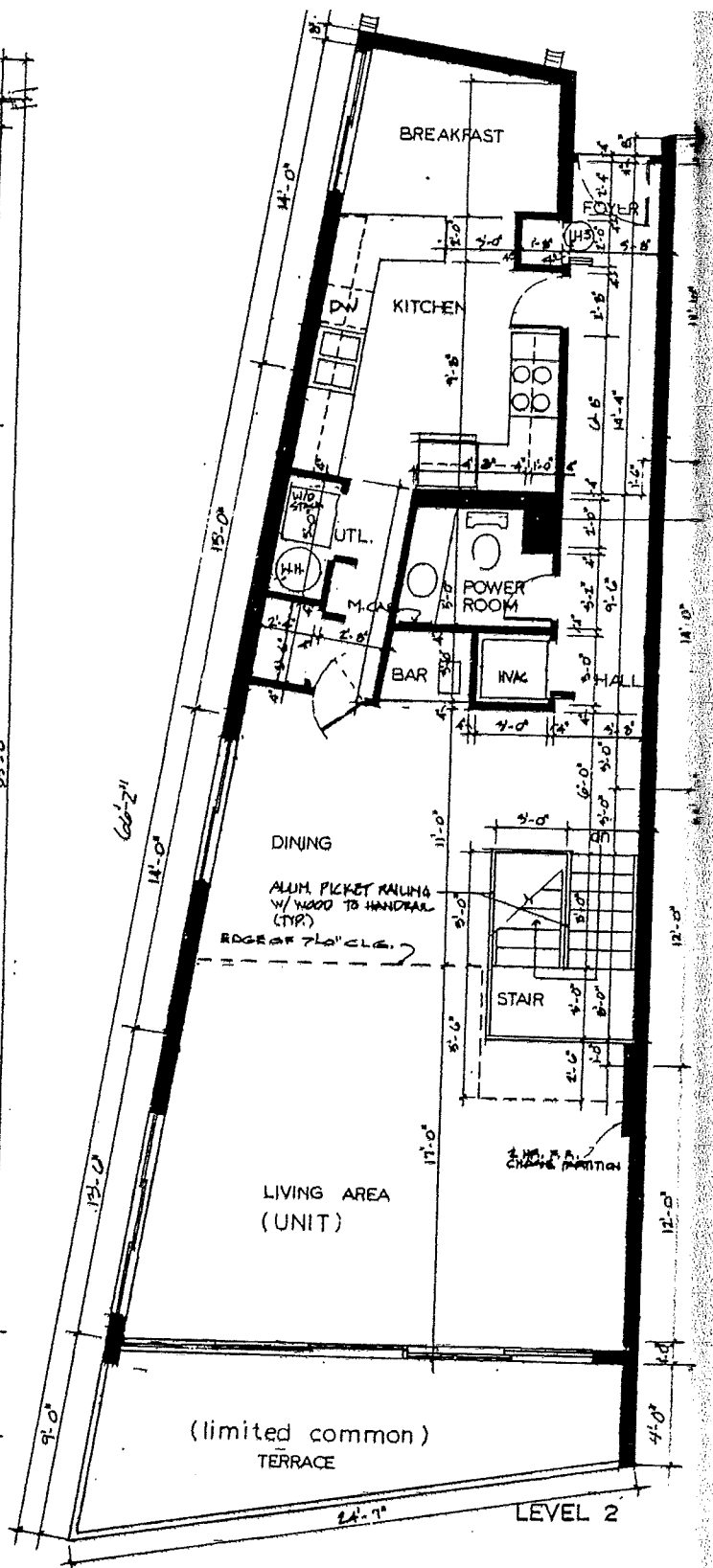
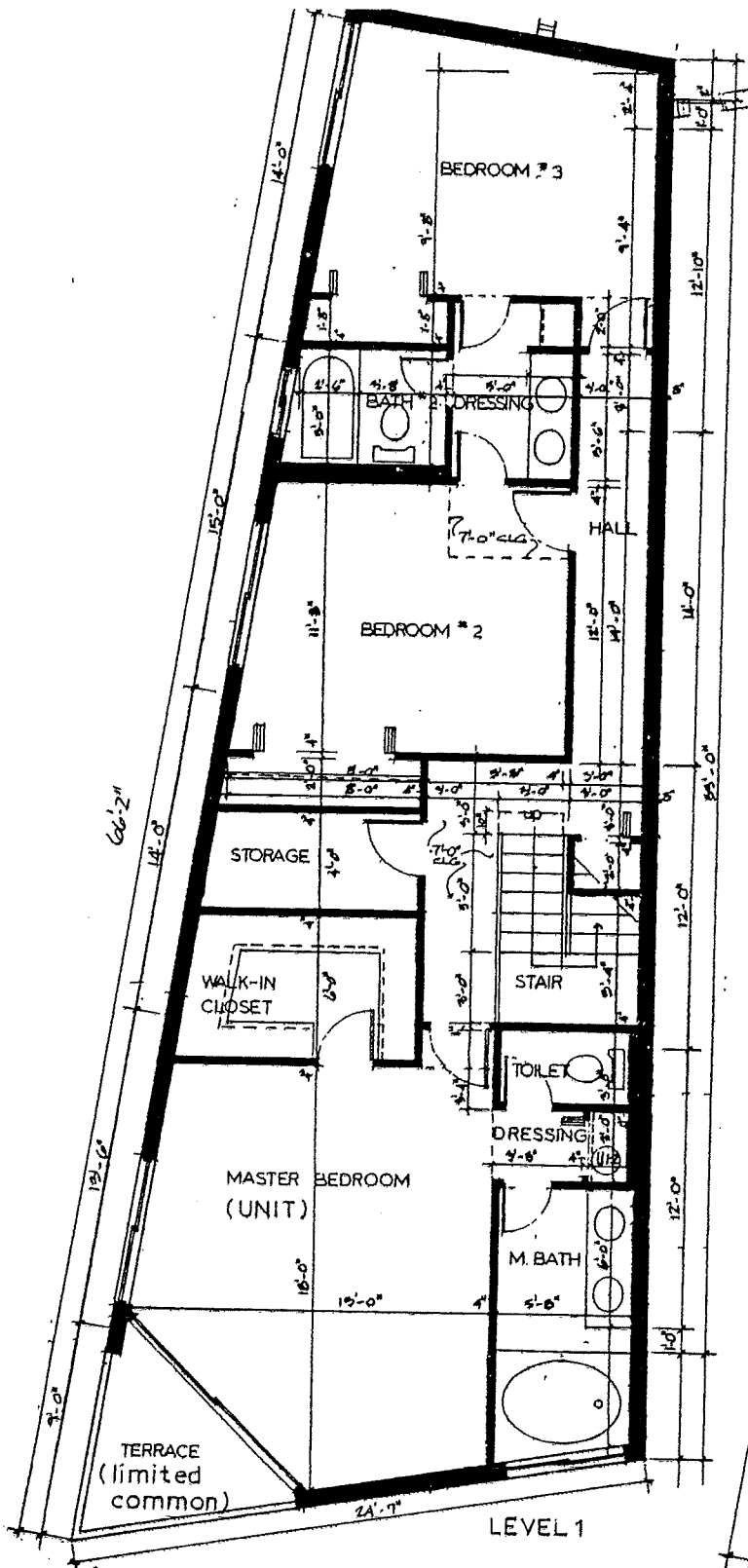
**355 S. Ocean Drive #601**

**R4-A = [Red Box] C-5 = [Yellow Box]**



THE SUNRISE CITY  
**FORT PIERCE**  
*Florida*

**Zoning Map**



TYPE: "J"

UNIT NO: T401, T601, & P601

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION

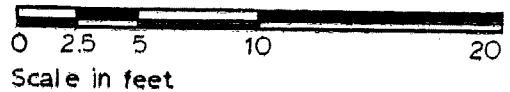
**AVALON BEACH CLUB CONDOMINIUM**

PROJECT NO.: 8014

DATE: 6/1/81

REVISED:

SHEET 21 OF 22



NOTE: Not valid unless seal of surveyor of State of Florida is affected.

T  
U  
E  
A  
P  
D  
R  
S

**RESIDENTIAL LEASE FOR APARTMENT OR UNIT IN MULTI-FAMILY RENTAL HOUSING (OTHER THAN A DUPLEX) INCLUDING A MOBILE HOME, CONDOMINIUM, OR COOPERATIVE (FOR A TERM NOT TO EXCEED ONE YEAR)**

(Not To Be Used For Commercial, Agricultural, or Other Residential Property)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

AN ASTERISK (\*) OR A BLANK SPACE ( ) INDICATES A PROVISION WHERE A CHOICE OR A DECISION MUST BE MADE BY THE PARTIES.

NO CHANGES OR ADDITIONS TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

I. TERM AND PARTIES. This is a lease (the "Lease") for a period of 2 months (the "Lease Term"), beginning (number)

February 1, 2019 and ending March 31, 2019 between (month, day, year) (month, day, year)

Barbara D Jones, Gregory Jones Kimberly Jones and Daun Franklin Nowak Suzanne Estelle Nowk (name of owner of the property) (name(s) of person(s) to whom the property is leased)

(In the Lease, the owner, whether one or more, of the property is called "Landlord." All persons to whom the property is leased are called "Tenant.")

Landlord's E-mail Address: lkim30@yahoo.com & horizonsairfc@yahoo.com  
Landlord's Telephone Number: (706) 830-6999  
Tenant's E-mail Address: \_\_\_\_\_  
Tenant's Telephone Number: \_\_\_\_\_

II. PROPERTY RENTED. Landlord leases to Tenant apartment or unit no. T-601 in the building located at

355 S Ocean Drive T-601, Hutchinson Island, FL 34949 known as (street address)

AVALON BEACH CLUB Fort Pierce (name of apartment or condominium) (city)

Florida 34949, together with the following furniture and appliances: (zip code)

REFRIGERATOR: MICROWAVE: STOVE: DISPOSAL: DISHWASHER: WASHER: DRYER: TV

(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.")

III. COMMON AREAS. Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part.

IV. RENT PAYMENTS AND CHARGES. Tenant shall pay rent for the Premises in installments of \$ 3,500.00 each on the 1ST day of each December [month, week] (a "Rental Installment Period," as used in the Lease, shall be a month if rent is paid monthly, and a week if rent is paid weekly.)

Tenant shall pay with each rent payment all taxes imposed on the rent by taxing authorities. The amount of taxes payable on the beginning date of the Lease is \$ 805.00 for each installment. The amount of each installment of rent plus taxes ("the Lease Payment"), as of the date the Lease begins, is \$ 7,805.00. Landlord will notify Tenant if the amount of the tax changes. Tenant shall pay the rent and all other charges required to be paid under the Lease by cash, valid check, or money order. Landlord may appoint an agent to collect the Lease Payment and to perform Landlord's obligations.

Tenant DM, SM and Landlord [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 18. RLAUCC-1x 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.

Unless this box  is checked, the Lease Payments must be paid in advance beginning December 1, 2018 (date)

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 (date) through (date) in the amount of \$ and shall be due on (date) (If rent paid monthly, prorate on a 30-day month.)

V. DEPOSITS, ADVANCE RENT, AND LATE CHARGES. In addition to the Lease Payments described above, Tenant shall pay the following: (check only those items that apply)

- X a security deposit of \$ 1,000.00 to be paid upon signing the Lease.
X advance rent in the amount of \$ 8,030.00 for the Rental Installment Periods of December 1, 2018 to be paid upon signing the Lease.
a pet deposit in the amount of \$ N/A to be paid upon signing the Lease.
a late charge in the amount of \$ for each Lease Payment made more than days after the date it is due.
X a bad check fee in the amount \$ 20.00 (not to exceed \$20.00 or 5% of the Lease Payment, whichever is greater) if Tenant makes any Lease Payment with a bad check. If Tenant makes any Lease Payment with a bad check, Landlord can require Tenant to pay all future Lease Payments in cash or by money order.
X Other: \$225.00 CLEANING FEE; \$125.00 TO AVALON BEACH CLUB HOA
X Other: CANCELLATION NOTICE: TENANTS AGREE TO PROVIDE 30 DAYS OF CANCELLATION NOTICE PRIOR TO START DATE of 2/1/19

VI. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent the following provisions apply:

- A. Landlord shall hold the money in a separate interest-bearing or non-interest bearing account in a Florida banking institution for the benefit of Tenant. If Landlord deposits the money in an interest bearing account, Landlord must pay Tenant interest of at least 75% of the annualized average interest paid by the bank or 5% per year simple interest, whichever Landlord chooses. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or
B. Landlord must post a surety bond in the manner allowed by law. If Landlord posts the bond, Landlord shall pay Tenant 5% interest per year.
At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease term.
C. If Landlord rents 5 or more dwelling units, then within 30 days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant in writing of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

VII. NOTICES. Mayrabis Soia McCurdy and Company Realty #772-221-0000 is Landlord's Agent. All notices to Landlord and all

Lease Payments must be sent to Landlord's Agent at Gregory Jones & Kimberly Jones (Address)

unless Landlord gives Tenant written notice of a change. Landlord's Agent may perform inspections on behalf of Landlord subject to Article XII below. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord or Landlord's Agent.

Any notice to Tenant shall be given by certified mail, return receipt requested, 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 the Premises.

VIII. USE OF PREMISES. Tenant shall use the Premises only for residential purposes. Tenant also shall obey and require anyone on the Premises to obey all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises.

If the Premises are located in a condominium or cooperative development the Lease and Tenant's rights under it including as to the common areas, are subject to all terms of the governing documents for the owners, including, without limitation, any Declaration of Condominium or proprietary lease, and any restrictions, rules, and regulations now existing or hereafter adopted, amended or repealed.

Tenant DM, SM and Landlord [Signature] acknowledge receipt of a copy of this page, which is page 6 of 10. REGALIA FOR THE... (Date of Signing) 10/2/18

# AVALON BEACH CLUB CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS

1. Cabana units shall not be used as residential or overnight accommodations, but shall be used solely for recreational purposes, including lounging, showering, changing and storage of beachwear and equipment.
2. Any use, practice or activity that is the source of annoyance to residents or which interferes with the peaceful possession, quiet enjoyment and proper use of the property by the residents is prohibited.
3. All units and property must be kept clean and in a sanitary condition. No rubbish, refuse, garbage or any fire hazard shall be allowed to accumulate. All garbage and trash shall be placed in plastic bags and securely tied before throwing down the trash chute; no trash or refuse shall be left in the trash chute rooms. All refuse and trash, which is too large to be accommodated in the chute, shall be carried down to the ground level and properly disposed of in the trash room.
4. Any trash (as opposed to garbage) such as old furniture, refrigerators, doors, drywall, carpeting, etc. is to be disposed of by the owner/occupant and not via the trash room. Arrangements need to be made by the owner/occupants to haul away the debris on a daily basis at the owner/occupants own cost.
5. Water closets and water apparatus on the condominium property shall not be used for any other purpose than that for which they were constructed. Occupants shall be held liable for any damage inside the unit or common areas occasioned by misuse of water closets or other apparatus.
6. LEASING OF UNITS- See attached regarding the leasing of units.
7. No signs of any kind, specifically including without limitation "For Sale" and "For Rent" signs, shall be permitted on the building, grounds or vehicles.
8. Guest of occupants shall be limited to six (6) in number at any time and must be accompanied by the resident when using the recreational facilities of the property including the beach club, pool, whirlpool and sauna areas or they must display a badge (provided by the Association) which identifies them as guest of unit occupants. A reservation is required for larger groups or to hold a party in the recreation area; present your request to the Board four (4) days in advance for approval.
9. The use of grills and barbecues is restricted to the ocean side beach club area, except for the 1st Floor.
10. Building and grounds maintenance personnel on the premises are assigned specific duties to be performed under supervision of the Management Company. Occupants shall not interrupt or interfere with these personnel in

the performance of their duties. If you have a question related to the building and grounds or other common areas, contact the Management Company.

11. When using the pool, whirlpool and sun deck areas occupants shall, in addition to any posted regulations, observe the following:
  - a) Proper attire shall be worn in the lobby/elevator when using pool area; dry thoroughly before entering the lobby/elevator to avoid pooling of water on floors
  - b) Pool furniture shall be covered with towels when using suntan lotion.
  - c) Sanitation rules shall be scrupulously observed when using the swimming pool, whirlpool or sauna. Shower thoroughly to remove suntan lotion and sand before entering pool. To conserve energy, turn off the sauna and whirlpool immediately when not in use.
  - d) Children twelve (12) years of age and under are not allowed in the pool, sauna or whirlpool area without adult supervision.
  - e) Children under three (3) years of age must wear properly fitting rubber pants when in the pool.
  - f) Pool hours are from 8:00 a.m. to 10:00 p.m.
  - g) Pool use is at ones own risk.
  - h) Furniture and equipment may not be removed from the pool area.
  - i) In the event that any child has a bowel movement in the pool, the parent, guardian and unit owner will be held responsible for all cost incurred due to this act, such costs include, but are not limited to, chemicals, cleaning, labor and refilling the pool.
  - j) Pets are not permitted in the pool or pool area.
  - k) Boisterous conduct, loud games, or other annoying activities are not permitted in the pool area.
  - l) Persons with infections or contagious health conditions must not use the pool.
  - m) Glass items are not permitted in the swimming area at any time.
  - n) Sauna use is limited to thirty (30) minutes.
  - o) All persons must read posted instructions before using the sauna.
  - p) The facility must be left in a clean condition. The sauna and the light should be turned off when leaving.
  
12. Parking rules:
  - a) Occupants shall park only in the numbered space assigned to their unit as designated in the documents.
  - b) Guest parking shall be restricted to the area designated by the Association.
  - c) Trucks, pick-ups, trailers, boat trailers, motor homes and other recreational vehicles, motorcycles, commercial vehicles and vehicles other than passenger cars are prohibited.
  - d) Short wheel base station wagon or suburban type vans (all glass windows) may be approved by the Board; panel or RV type vans are not authorized.
  - e) Pick-up trucks are permitted to park during daylight hours, after sunset they

will be tagged with a warning. If parked a second time after sunset they will be towed at owners expense.

- f) Occupants are responsible for their guest's observances of parking regulations.
  - g) Unauthorized or improperly parked vehicles are subject, at the discretion of the Board, to being towed from the premises at the expense of the owner.
  - h) If an occupant has more than one (1) vehicle, they must obtain written permission from the board.
  - i) If an occupant wants to allow another occupant to park in his assigned space in his absence, written authorization must be provided to the Board.
  - j) Parking in handicapped spaces is for handicapped visitors only.
13. Car washing is permitted only in the designated car wash area.
14. Any person occupying a unit for more than thirty (30) days shall no longer be termed a guest, but becomes an occupant.
15. All owners must leave a key to their unit in the maintenance office for emergency maintenance problems. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. Emergency keys will not be released to anyone, including realtors, contractors or service personnel. Unit owners will have to make other arrangements for providing access keys.
16. Bathing suits, clothing of any kind, rugs, towels or any other articles shall not be draped over railings, walkways, windows, balconies or facades.
17. Clotheslines may not be hung on the building.
18. Bicycles, furniture, fishing rods, rafts or any personal property of any kind shall not be left on the walkways or in any common areas. All personal property shall be kept within the apartment.
19. Any personal property left in the common pool area will be removed by management and if left unclaimed for thirty (30) days, will be disposed of.
20. Tossing cigarette or cigar butts, bird feed, trash, or discards of any sort from or on balconies, walkways, stairs or any common area is prohibited.
21. Walkways and stairs must be kept free of furniture or any type of obstruction.
22. No one shall be permitted to play or loiter in hallways, stairwells, elevators, roof, walkways, driveways or parking areas: This includes skateboarding, roller skating, bike riding and any other activities.
23. Ball playing is not permitted in any common area.
24. Children must be supervised at all times.

25. Shopping carts will be returned to designated area immediately after use and chain must be fastened per FIRE CODE regulation
26. No common areas shall be decorated or furnished by an individual owner or group of owners in any manner, except with prior approval by the Board.
27. No door to door solicitations shall be permitted.
28. It is the responsibility of the parent and/or guardian of each child to show proof of age to management, if so requested.
29. Smoking on elevators, stairwells or catwalks is prohibited.
30. Shutters may not be installed without Board approval.
31. Prior to installing tile (3rd Floor and above) owner/occupant must first install a sound proof material, such as corkboard.

# AVALON BEACH CLUB CONDOMINIUM ASSOCIATION

## LEASING OF UNITS

1. An Applicant must request the Board of Directors of the Avalon Beach Club Condominium Association, Inc. to approve the lease. In consideration of the Board's review and consideration of this application, the applicant agrees to abide by and comply with the following terms of this application, whether or not this applications approved by the Board, and to hold harmless the Board of Directors, it's officers and agents, and all other persons furnishing or receiving information in connection with this application.
2. An Application, completely filled out and duly executed, together with an original counterpart of the Lease, duly executed by all parties and properly witnessed, shall be submitted to the Board. Should the parties elect to utilize a lease form other than that approved by the Board, said lease shall include and incorporate by reference the terms and provisions of the Association lease form, specifically including paragraphs 1 through 16 thereof. The application review process normally requires a minimum of ten (10) days, and includes a personal interview of the applicant (accompanied solely by proposed occupants) by the Orientation committee of the Association. ANY UNAPPROVED LEASE OR OCCUPANCY SHALL BE INVALID.
3. An Applicant, desiring to be approved by the Board as Lessee of a condominium unit, does hereby acknowledge that, if approved, said apartment shall be occupied subject to all the terms, provisions and conditions of the Declaration of Condominium of the Avalon Beach Club and exhibits and amendments thereto, and to the Rules and Regulations presently in force or as hereinafter amended. A copy of the Rules and Regulations, which have been approve by the Board of Directors, are attached to this application. Failure to comply with said Rules and Regulations shall constitute a default hereunder resulting in a termination of the lease in accordance with the provisions of Paragraph 5 below. The applicant further agrees, that in the event the Association shall deem it necessary to retain counsel to initiate legal proceedings for the purpose of enforcing any of the aforesaid documents as to the applicant, the Association shall be entitled to recover in such event and in such action its costs and reasonable attorney's fees incurred, in addition to any other relief or damages to which the Association may be entitled. With respect to the aforesaid Rules and Regulations, the applicant specifically represents to be particularly familiar with the following limitations hereunder:
  - a. That sub-leasing, letting or occupancy of the premises in lessees absence is prohibited.
  - b. That lessee must be present when any guests, visitors or children

(who are not permanent residents) occupy the apartment or club facilities.

- c. That only one (1) passenger car is permitted to be kept on the Premises of the Association, except with the written consent of the Board. Subject to the provisions of the Rules and Regulations, vans, trailers, boat trailers, motor homes, motorcycles, trucks, commercial vehicles and vehicles other than passenger cars are prohibited, *See parking rules for further explanation.*
4. The applicant agrees that any acts or omissions on the applicant's part which constitutes grounds for the termination of a lease and eviction from the premises under the laws of the State of Florida, St. Lucie County or the City of Fort Pierce, shall constitute a default hereunder resulting in the termination of the lease in accordance with the provisions of Paragraph 5 below.
5. In the event this application and the attached lease are approved by the Board and the applicant becomes a lessee, applicant hereunder, as lessee under the attached lease, hereby covenants and agrees that in the event of a default on the part of the applicant, then lessee, with the respect to the terms and conditions of the attached lease or with respect to the terms and conditions of this Application, including without limitation the defaults defined in Paragraph 2,3 and 4 above, that the board, as agent for the owner of the Unit, as provided in the Declaration of Condominium, shall have the absolute and unqualified right in the exercise of its sole discretion, to terminate the lease and the right to evict applicant, then Lessee, from the premises and to re-enter the same forthwith, and applicant, then Lessee, hereby waives any and all defenses to such eviction and re-entry and agrees to hold the Association, its Board and their designees free and harmless from any and all injury or damage, if any, sustained or claimed to have been sustained by Applicant, then Lessee, arising or occurring in any way or manner whatsoever by reason of said termination of the lease, the eviction and/or re-entry, including without limitation of the foregoing the cost of moving expenses; temporary living quarters and any and all other costs and expenses related thereto.
6. The lease must be re-approved at the original expiration date and will not automatically be approved for any additional term without Board approval.

Exhibit F to Declaration Establishing  
AVALON BEACH CLUB, A CONDOMINIUM

BYLAWS OF  
AVALON BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the Bylaws of Avalon Beach Club Condominium Association, Inc., (the "Association"), a corporation not for profit, under the laws of the State of Florida organized for the purpose of administering that certain condominium located in St. Lucie County, Florida, and known as "AVALON BEACH CLUB, A CONDOMINIUM" (the "Condominium").

- 1.1 Principal Office - The principal office of the Association shall be 1521 Alton Road, Miami Beach, 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 its principal office.
- 1.2 Fiscal Year - The fiscal year of the Association shall be the calendar year.
- 1.3 Seal - The seal of the Association shall bear the name of the corporation, the word "Florida", the words, "Corporation Not For Profit", and the year of incorporation.

2. DEFINITIONS

For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in the Declaration of the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

3. MEMBERS

- 3.1 Annual Meeting - The annual members meeting shall be held on the date, at the place, and at the time, as determined by the Board of Directors, from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.
- 3.2 Special Meetings - Special members' meetings (except for a special meeting called for the purpose of recalling a member of the Board of Directors which

may be called by Ten (10%) Percent of the members of the Association), shall be held at such place as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary and upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

- 3.3 Notice of Meeting - At least fourteen (14) days prior to the annual meeting, written notice shall be served upon or mailed via certified mail (unless Unit Owner waives in writing the right to receive notice by mail) to each member entitled to vote thereat, at such address as appears on the books of the Corporation. Notice of the annual meeting shall be posted at a conspicuous place on the Condominium property at least fourteen (14) days prior to said meeting. Unit Owners may waive notice of specific meetings and may take action by written agreement without meetings, if allowed by the By-Laws, the Declaration of Condominium, or any Florida Statute.
- 3.4 Quorum - A quorum at members meetings shall consist of persons entitled to cast (either personally or by proxy) a majority of the votes of the entire membership.
- 3.5 Voting -
- (a) Number of Votes - In any meeting of members, the Owners of Condominium Units, as defined by the Declaration of Condominium shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.
- (b) Majority Vote - The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles of Incorporation or these Bylaws. As used in these Bylaws, the Articles of Incorporation or the Declaration, the term "Majority of the Members" shall mean those Unit Owners having more than Fifty (50%) percent of the total authorized votes of all Unit Owners at which a quorum shall be present.

(c) Voting Member - If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice President and attested by the secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any Owner of a share in the Unit. If a certificate designating the person entitled to cast the vote for a Unit is not on file, the vote of the Owners shall not be considered in determining whether a quorum is present nor for any other purpose, except if the Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting.
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.
- (iii) If both are present at a meeting and concur, either one may cast the unit vote.

3.6 Proxies - Votes may be cast in person or by proxy. A proxy

may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. A proxy must be filed in writing, signed by the voting member generating the proxy and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

- 3.7 Adjourned Meetings - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.
- 3.8 Order of Business - The order of business at annual members' meetings and as far as practical at other members' meetings shall be:
- (a) Call to order by President;
  - (b) Election of chairman of the meeting;
  - (c) Calling of the roll and certifying of proxies;
  - (d) Proof of notice of the meeting or waiver of notice;
  - (e) Reading and disposal of any unapproved minutes;
  - (f) Reports of officers;
  - (g) Reports of committees;
  - (h) Appointment of inspectors of election;
  - (i) Determination of number of Directors;
  - (j) Election of Directors;
  - (k) Unfinished business;
  - (l) New business;
  - (m) Adjournment.
- 3.9 Minutes of Meeting - The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

#### 4. DIRECTORS

- 4.1 Membership - The affairs of the Association shall be managed by a Board of not less than two (2) nor more than nine (9) Directors, the exact number to be determined from time to time upon majority vote of the membership. All Directors shall be Unit Owners or spouses of Unit Owners, or mortgagees of Units or a spouse of an individual mortgagee or, in the case of partnership Unit Owners or mortgagees, shall be members or employees (or their spouses) of such partnerships, or in the case of fiduciary Unit Owners or mortgagees, shall be the fiduciaries or their beneficiaries (or their Spouses) of a corporate fiduciary, or partners or employees (or their spouses) of a corporate fiduciary, or partners or employees (or their spouses) of a partnership fiduciary. Cabana Unit Owners may not be directors unless they also own a residential Condominium Unit. No Director shall continue to serve on the Board after he ceases to be a Unit Owner or an interested party in a Unit Owner as specified in the preceding sentence. The above provisions of this Subdivision 4.1 shall not apply to Directors elected by the Developer in accordance with Subdivision 4.15 hereof.
- 4.2 Election of Directors - Election of Directors shall be conducted in the following manner:
- (a) Election of Directors shall be held at the annual members' meeting.
  - (b) A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. At a meeting of Unit Owners called for that purpose not less than thirty (30) days prior to the annual meeting, the committee shall nominate one (1) person for each Director then serving. Nominations shall be made from the floor.
  - (c) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies no cumulative voting.
  - (d) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

- (e) Any Director may be removed by concurrence of a majority of the membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.
- (f) Provided, however, that until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association nor any Director named by the Developer shall be subject to removal by members other than the Developer, but may be removed by the Developer.
- 4.3 Term - The term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
- 4.4 Organizational Meeting - The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Notice of this meeting shall be given to all Unit Owners in the same manner as for regular meetings of the Board of Directors.
- 4.5 Regular Meetings - Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously at the Condominium property forty-eight (48) hours in advance for the attention of the members of the Association except in the event of emergency.
- 4.6 Special Meetings - Special meetings of the Directors may be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit

Owners and notice of a special meeting shall be posted conspicuously at the Condominium property forty-eight (48) hours in advance for the attention of the members of the Association except in the event of an emergency.

- 4.7 Waiver of Notice - Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.8 Quorum - A quorum at Directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles or these Bylaws.
- 4.9 Adjourned Meetings - If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.
- 4.10 Presiding Officer - The presiding officer of the Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.
- 4.11 Order of Business - The order of business at Directors' meetings shall be:
- (a) Calling of roll;
  - (b) Proof of due notice of Meeting;
  - (c) Reading and disposal of any unapproved minutes;
  - (d) Reports of officers and committees;
  - (e) Election of officers;
  - (f) Unfinished business;
  - (g) New business;
  - (h) Adjournment.

- 4.12 Minutes of Meetings - The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives and Board members at any reasonable time. The association shall retain these minutes for a period of not less than seven (7) years.
- 4.13 Executive Committee - The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the intervals between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power to: (a) determine the common expenses required for the affairs of the Condominium; (b) determine the assessments payable by the Unit Owners to meet the common expenses of the Condominium; (c) adopt or amend the rules and regulations covering the details for the operation and use of the condominium property; or (d) exercise any of the powers set forth in Subdivision (g) and (p) of Section 5 below.
- 4.14 Proviso - Notwithstanding anything to the contrary contained in this Section 4, the Board shall consist of three (3) Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint the majority of the Board of Directors until Unit Owners other than the Developer own Fifteen (15%) Percent or more of the Units that will be operated ultimately by the Association, at which time the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors: (a) three years after Fifty (50%) Percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after Ninety (90%) Percent of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and

none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first; or (e) at such earlier time as the Developer may choose. The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business any Unit operated by the Association. Within sixty (60) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors the Association shall call, and give no less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the Unit Owners to elect the members of the Board of Directors the meeting may be called and the notice given by any Unit Owner if the Association fails to do so. Directors appointed by the Developer need not be Unit Owners.

#### 5. POWERS AND DUTIES

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts except such acts which by law, the Declaration or these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein) the following:

- (a) Operation, care, upkeep and maintenance of the common elements.
- (b) Determination of the expenses required for the operation of the Condominium and the Association.
- (c) Collection of the assessments for common expenses from Unit Owners required to pay same.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.
- (e) Adoption and amendment of the Rules and Regulations covering the details of the operation and use of the condominium property, subject to a right of the Unit Owners to overrule the Board as provided in Section 12, hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing or otherwise acquiring Units

- in the name of the Association, or its designee.
- (h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
  - (i) Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.
  - (j) Organizing corporations to act as designees of the Association in acquiring title to or leasing Units by the Association.
  - (k) Obtaining and reviewing insurance for the condominium property.
  - (l) Making repairs, additions and improvements to, or alterations of, the condominium property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
  - (m) Enforcing obligations of the Unit Owners, allocating profits and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium.
  - (n) Levying fines against the Unit Owners for violations of the rules and regulations established by it to govern the conduct of the Unit Owners.
  - (o) Purchasing or leasing a Unit for use by a resident superintendent.
  - (p) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the common elements; provided, however, that: (i) the consent of the Owners of at least two-thirds (2/3) of the Units, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of Five Thousand (\$5,000.00) Dollars; (ii) no lien to secure repayment of any sum borrowed may be created on any Unit without the consent of the Owner of such Unit. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to authority contained in this Subparagraph (p) is not repaid by

the Association, a Unit Owner, who pays the creditor such proportion thereof as his interest in the common elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Units.

- (q) Contract for the management of the Condominium and to delegate to such contractor such powers and duties of the Board of Directors as the Board may deem appropriate in the circumstances, except those which may be required by the Declaration and these Bylaws to have approval of the Board of Directors or other Unit Owners; to contract for the management or operation of portions of the Condominium property susceptible to separate management or operation thereof; and to grant concessions for the purpose of providing services to the Unit Owners.
- (r) To authorize Unit Owners or others to use portions of the common elements such as social rooms, meeting rooms, pool terraces, etc., for private parties and gatherings and the right to impose reasonable charges in connection with such private uses.
- (s) To exercise all powers specifically set forth in the Declaration, the Articles of the Association, these Bylaws and in the Florida Condominium Act, and all powers incidental thereto.
- (t) To suspend the right of any Unit Owner to use the recreation facilities of the Condominium so long as said Unit Owner is delinquent in the payment of common expenses.
- (u) To impose a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units.

## 6. OFFICERS

- 6.1 Executive Officers - The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected mutually by the Board of Directors and who may be preemptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall

sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

- 6.2 President - The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.
- 6.3 Vice President - The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- 6.4 Secretary - The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the Directors or the President.
- 6.5 Assistant Secretary - The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.
- 6.6 Treasurer - The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of

Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

## 7. COMPENSATION

Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association nor preclude the contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer.

## 8. RESIGNATIONS

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

## 9. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

### 9.1 Budget -

(a) Adoption by Board - The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of assessments payable by the Unit Owners to meet the expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting - A copy of the proposed budget of common expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.

(ii) Special Membership Meeting - If a budget is adopted by the Board of Directors which

requires assessment against the Unit Owners in any year exceeding One Hundred Fifteen (115%) Percent of such assessments for the preceding year, as hereinafter defined, upon written application of Ten (10%) Percent of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. Each Unit Owner shall be given at least ten (10) days written notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than Sixty-Six and Two-Thirds ( $66 \frac{2}{3}$ ) Percent of all the Units; provided, however, that during the period that the Developer is entitled to elect a majority of the Board of Directors, any revision by the Unit Owners of the budget shall require a vote of Owners of not less than Eighty (80%) Percent of all the Units.

(iii) Approval by Membership - The Board of Directors may propose a budget to the Unit Owners at a meeting of the members or by writing and if such budget or proposed budget be approved by a majority of the Unit Owners at the meeting, or by majority of all Unit Owners in writing, the budget shall be adopted.

(iv) Determination of Budget Amount - In determining whether a budget requires assessment against Unit Owners in any year exceeding One Hundred Fifteen (115%) Percent of monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month.

9.3 Assessments for Charges - Charges by the Association against members for other than common expenses shall be payable in advance. These charges may be collected by assessment in the same manner as common expenses. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the Declaration or the Exhibits annexed thereto as the same may be amended from time to time, which charges may include without limitation charges for the use of the Condominium property or Recreation

Area, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

- 9.4 Assessments for Emergencies - Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days' notice is given to the Unit Owners concerned and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.
- 9.5 Depository - The depository of the Association shall be such bank or banks in the county, as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be only by checks signed by such persons as are authorized by the Directors. 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 a majority of the Board of Directors.
- 9.6 Acceleration of Assessment Installments Upon Default - If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Unit Owners, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.
- 9.7 Fidelity Bonds - Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association.
- 9.8 Audit - An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished each member of the Association not less than thirty (30) days after its receipt by the Board.
- 9.9 Accounting Records and Reports - The Association shall maintain accounting records in the County, according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries

of them shall be supplied at least annually. The records shall include, but not be limited to: (a) a record of all receipts and expenditures; and (b) an account for each Unit designating the name and correct mailing address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

- 9.10 Application of Payment - All assessment payments by a Unit Owner shall be applied as provided herein and in the Declaration.

#### 10. ROSTER OF UNIT OWNERS AND MORTGAGEES

Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information in a booklet entitled "Owners of Units". A Unit Owner who mortgages his Unit shall notify the Association of the name and address of his mortgagee and shall file a copy of the note and mortgage with the Association. A Unit Owner who satisfies a mortgage covering a Unit shall also notify the Association thereof and shall file a copy of the satisfaction of mortgage with the Association. The Association shall maintain such information in a booklet entitled "Mortgagees of Units".

#### 11. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

#### 12. AMENDMENTS

Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:

- 12.1 Notice - Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- 12.2 Adoption - A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. The approvals must be either:
- (a) By not less than Sixty-Six and Two-Thirds

(66 2/3%) Percent of the votes of the entire membership of the Association and by not less than a majority of the Board of Directors.

(b) By not less than Seventy-Five (75%) Percent of the votes of the entire membership of the Association.

12.3 Proviso - No amendment may be adopted which would eliminate modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration.

12.4 Execution and Recording - A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County.

### 13. RULES AND REGULATIONS

Annexed hereto and made a part hereof are rules and regulations concerning the use of portions of the Condominium. The Board of Directors may from time to time modify, amend or add to such rules and regulations, except that owners of a majority of the Units present and voting at a meeting at which a quorum is present may overrule the Board with respect to any such modifications, amendment or addition. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each Unit Owner not less than thirty (30) days prior to the effective date thereof.

### 14. CONSTRUCTION

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

### 15. CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws of Avalon Beach Club Condominium Association, Inc., a corporation not for profit under the laws

the State of Florida, at the first meeting of the Board of Directors on the 29<sup>th</sup> day  
of December 1982

AVALON BEACH CLUB CONDOMINIUM ASSOCIATION, INC.  
a Corporation Not For Profit

BY: *[Signature]*  
Secretary

APPROVED:

*[Signature]*  
President

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

### Property Identification

Site Address: 355 S OCEAN DR T-601  
 Sec/Town/Range: 01/35S/40E  
 Map ID: 24/01A  
 Zoning: R4A

Parcel ID: 2401-522-0023-000-7  
 Account #: 15110  
 Use Type: 0400  
 Jurisdiction: Fort Pierce

### Ownership

Gregory N Jones  
 Kimberly D Jones  
 355 S OCEAN DR T-601  
 Fort Pierce, FL 34950

### Legal Description

AVALON BEACH CLUB UNIT T-601

### Current Values

Just/Market Value: \$240,400  
 Assessed Value: \$189,135  
 Exemptions: \$0  
 Taxable Value: \$189,135  
 Taxes for this parcel: SLC Tax Collector's Office  
 Download TRIM for this parcel: [Download PDF](#)

### Total Areas

Finished/Under Air (SF):  
 Gross Area (SF):  
 Land Size (acres):  
 Land Size (SF):

### Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Nov 21, 2018	4208 / 1450	0311	QC	Jones Barbara D	\$285,700
Jun 25, 2018	4151 / 1680	0205	WD	Walker Michael R	\$359,000
Mar 27, 2009	3078 / 0134	0311	WD	Warner David J	\$0
Mar 27, 2009	3074 / 2960	0001	WD	Warner David J	\$278,000
Jun 14, 2007	2836 / 0700	XX31	WD	Oginz Arthur R	\$174,000
Feb 26, 2004	1908 / 1556	XX00	WD	Moon Jerome F	\$251,500
Sep 18, 1997	1100 / 1168	XX00	WD	POLACK PRINTING INC	\$120,000
Jul 1, 1983	0408 / 1698	XX02	CV		\$161,000

### Building Information (1 of 1)

Finished Area: 1,840 SF

Gross Total Area: 1,985 SF

#### Exterior Data

View:  
 Building Type: X008  
 Grade: X8G  
 Story Height: 2 Story

Roof Cover:  
 Year Built: 1982  
 Effective Year: 1982  
 No. Units: 1

Roof Structure:  
 Frame:  
 Primary Wall: CB Stucco  
 Secondary Wall:

#### Interior Data

Bedrooms: 3

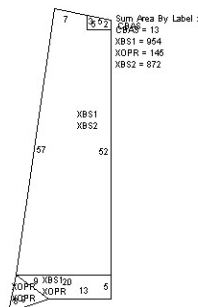
Electric:

Primary Int Wall:

Full Baths: 2  
 Half Baths: 1  
 A/C %: 0%

Heat Type:  
 Heat Fuel:  
 Heated %: 0%

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



**Sketch Area Legend**

Sub Area	Description	Area	Fin. Area	Perimeter
CBAS	BASE LIVING AREA 1ST FLOOR	13	13	15
XBS1	Base Floor Living Area (Value Calculated)	955	955	191
XBS2	2nd Floor Living Area (Value Calculated)	872	872	144
XOPR	Open Porch (Value Calculated)	145	0	99

**Special Features and Yard Items**

Type Qty Units Year Blt

**Current Year Values**

Current Values Breakdown		Current Year Exemption Value Breakdown				
		Tax Year	Grant Year	Code	Description	Amount
Building:	\$240,400					
Land:	\$0					
Just/Market:	\$240,400					
Ag Credit:	\$0					
Save Our Homes or 10% Cap:	\$51,265					
Assessed:	\$189,135					
Exemption(s):	\$0					
Taxable:	\$189,135					

**Current Year Special Assessment Breakdown**

Start Year	AssessCode	Units	Description	Amount
1999	0041	0.6	Fort Pierce Stormwater Charge	\$32.40

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

**Historical Values**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$240,400	\$189,135	\$0	\$189,135
2017	\$196,400	\$171,941	\$0	\$171,941
2016	\$166,200	\$156,310	\$0	\$156,310

**Permits**

Number	Issue Date	Description	Amount	Fee
BP09-0551	May 12, 2009	Storm Shutters	\$2,479	\$50

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Fort Pierce

---

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

© Copyright 2019 Saint Lucie County Property Appraiser. All rights reserved.



Kimberly Jones  
355 S. Ocean Drive #601  
Fort Pierce, FL. 34949

**Re: Conditional Use – Kimberly Jones Dwelling Rental – 355 S. Ocean Drive #601**

Dear Ms. Kimberly Jones,

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 December 31st to be placed on the January 8th Planning Board Agenda**):

- 1) The maximum occupancy of the home ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**
- 2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
- 3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and**
- 4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty-one (31) days of Conditional Use approval.**
- 5) Limit no more than 2 vehicles.**
- 6) Include the City of Fort Pierce Business Tax property control number on all advertising.**

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

Sincerely,

Vennis Gilmore  
Planning Analyst



BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.20.18
Property Address: 355 S Ocean Dr. - 601
Property Name: Kimberly Jones Dwelling Rental
Project Name:
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:

Empty rectangular box for additional comments or requirements.

Building Official's or Representative's Signature [Signature] Date: 12/20/18



THE SUNRISE CITY

**FORT PIERCE**  
CODE ENFORCEMENT  
*Florida*

**TO** : Vennis Gilmore, Planning Analyst  
**FROM** : Peggy Arraiz, Code Compliance Manager  
**SUBJECT** : TRC # 33-400001 – Jones Vacation Rental  
**DATE** : December 19, 2018

Code Enforcement has the following comments:

1. Ms. Jones failed to provide any information regarding how the short term / vacation rental unit will be managed or advertised. It is recommended that his packet be updated to include a narrative explaining these items.
2. It is recommended that Ms. Jones consider including the following information in her rental application packet:
  - a. The packet should clearly identify who will be responsible for enforcement of the conditions imposed by the Conditional Use and who will be able to respond to any complaints or issues within a reasonable time.
  - b. Compliance with all local ordinances, including noise violations.
  - c. Advise if pets are permitted and if so, compliance with our local pet ordinances.
  - d. The number of people permitted to stay at one time.
  - e. The number of vehicles permitted and where they are required to be parked.
3. The owner is advised that short term rentals of 31 days to 6 months are required to have a City of Fort Pierce Business Tax Receipt in addition to the sales tax and tourism tax that they have already acquired.

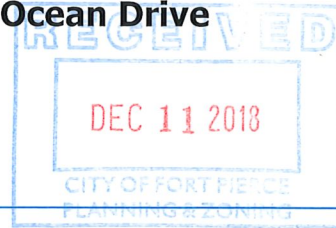


**TO : Vennis Gilmore, Planning Analyst**

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

**RE : Jones Residence Conditional Use – 355 S. Ocean Drive  
 TRC No. 33-400001**

**DATE : December 10, 2018**



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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Conditional Use Application                           | <input type="checkbox"/> P/D Drawings  |
| <input type="checkbox"/> Test Reports & Related Documents                                 | <input type="checkbox"/> Certificate of Completion                               |
| <input type="checkbox"/> Record Drawings  | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies |  |

Based on our reviews and appropriate site final inspection, we

- Recommend       Do Not Recommend
- Approval of Conditional Use       Building Permit       C/O

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

See attached for engineering comments

JRA/TST/tst

---

1701 South 37<sup>th</sup> Street (34947)  
PO Box 3191, Fort Pierce, FL 34948

---



---

Phone: 772.466.1600  
Fax: 772.468.2414

---

**Water/Wastewater Engineering**  
*"Committed to Quality"*

**Technical Review Committee meeting**

**December 20, 2018**

TECHNICAL REVIEW PROJECT # 33-4000001 (Conditional Use w/ No New Construction)

Conditional Use – Kimberly Jones Dwelling Rental – 355 S. Ocean Drive #601

Comments

FPUA W/WW Engineering: Approved

FPUA Electric & Gas Engineering: No comment



Our mission is to provide our customers with economical, reliable and friendly service  
in a continuous effort to enhance the quality of life in our community.

[www.fpu.com](http://www.fpu.com)



PUBLIC WORKS  
ENGINEERING DIVISION  
DEVELOPMENT REVIEW  
COMMITTEE

---

**December 10th, 2018**

**Project:** Kimberly Jones Dwelling Rental  
**Subject:** SURVEY REVIEW  
**To:** Vennis Gilmore  
**From:** Rod Reed, PLS  
SLC-Engineering Division

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

**SURVEY:**

No comments for this Project.

***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*