

DRAFT

CITY PLANNING BOARD

BOARD AGENDA

Planning Board Regular Meeting - Tuesday, December 8, 2020 - 2:00 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 November 10, 2020 meeting
6. **NEW BUSINESS**
 - a. Conditional Use - Skyline Childcare - 4812 South US Highway 1
 - b. Conditional Use - Dwelling Rental - 1122 South Ocean Drive
 - c. Conditional Use - Dwelling Rental - 2025 South Ocean Drive
 - d. Conditional Use - Dwelling Rental - 1341 Binney Drive, Unit A & B

7. **COMMENTS FROM THE PUBLIC**

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

8. **DIRECTOR'S REPORT**

9. **BOARD COMMENTS**

10. **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 - 2:00 PM

5. a.

Meeting Date: 12/08/2020

Information

REQUESTED ACTION

Minutes from the November 10, 2020 meeting

LOCATION

N/A

RESPONSIBLE STAFF

N/A

RECOMMENDATION

N/A

Attachments

Planning Board Minutes 11.10.20

Form Review

Form Started By: Alicia Rosenthal
Final Approval Date: 11/18/2020

Started On: 11/16/2020 03:15 PM

DRAFT



CITY OF FORT PIERCE PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, **NOVEMBER 10, 2020**, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Present: **Michael Broderick; Solomon Lee; Marcia Baker; Bob Burdge; Gloria Johnson-Scott; Frank Creyaufmiller, Chairman**

Staff Present: **Jennifer Hofmeister, Planning Director
Tanya Earley, Assistant City Attorney
Rebeca Guerra, Assistant Planning Director
Audria Moore-Wels, Special Projects Coordinator
Brandon Creagan, Planner
Alicia Rosenthal, Executive Assistant**

4. **CONSIDERATION OF ABSENCES**

All Planning Board members were in attendance.

Chairman Creyaufmiller read Patty Diaz's Planning Board resignation letter.

5. **APPROVAL OF MINUTES**

- a. Minutes from the October 13, 2020 meeting

Motion was made by Bob Burdge, and seconded by Gloria Johnson-Scott to approve the minutes from the October 13, 2020 meeting.

AYE: Marcia Baker, Bob Burdge, Gloria Johnson-Scott, Michael Broderick, Solomon Lee, Chairman Frank Creyaufmiller

Passed

6. **HEARING OF THE LOCAL PLANNING AGENCY**

a. **Comprehensive Plan Amendment - Policy 3.12.7 - Ten Year Water Supply Facilities Plan**

Mr. Guerra gave an overview of the Ten Year Water Supply Facilities Plan and answered questions from the Board.

Motion was made by Marcia Baker, and seconded by Michael Broderick to approve the Ten Year Water Supply Facilities Plan with the recommendation that staff works with the Fort Pierce Utilities Authority to present a clean document to City Commission.

AYE: Bob Burdge, Gloria Johnson-Scott, Michael Broderick, Solomon Lee, Marcia Baker, Chairman Frank Creyaufmiller

Passed

b. **Future Land Use Map Amendment - Jenkins Point - 2107 Swain Road**

Items 6b and 7a were presented together. Mr. Creagan gave an overview of the Future Land Use Map Amendment and Rezoning and he stated three parcels are going from Medium Density Residential to High Density Residential. Mr. Creagan answered questions from the Board on past drainage issues, density, and traffic on Jenkins Road.

Mr. Creagan noted that the traffic reviewer said the level of service is met and when the development review application is received, the drainage issue will be looked at extensively.

Brad Currie, Applicant Representative from EDC, said there will be two developments proposed on the property and they hope to bring in a development plan within 12 months.

Motion was made by Michael Broderick, and seconded by Solomon Lee to forward a recommendation of approval to the City Commission.

AYE: Gloria Johnson-Scott, Michael Broderick, Solomon Lee, Marcia Baker, Bob Burdge, Chairman Frank Creyaufmiller

Passed

7. **NEW BUSINESS**

a. **Zoning Atlas Map Amendment - Jenkins Point - 2107 Swain Road**

This item was presented and discussed with 6b.

Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to forward a recommendation of approval to the City Commission.

AYE: Michael Broderick, Solomon Lee, Marcia Baker, Bob Burdge, Gloria Johnson-Scott, Chairman Frank Creyaufmiller

Passed

b. **Planned Development, Development Review, & Design Review - Lawnwood Regional Medical Center - 1700 South 23rd Street**

Mr. Creagan gave an overview of the application and stated the zoning will go from Office Commercial to Planned Development. He explained the Master Plan of development involves expansion of the main campus that will be completed in five (5) phases. Phase 1: Construction of a three (3) story addition, Phase 2: A 3rd floor shell build out, Phase 3: An emergency department addition with a helipad, and a 4th floor addition, Phase 4: A 5th Floor addition, and Phase 5: A parking structure. Mr. Creagan answered questions from the Board on water and tree mitigation, traffic, Nebraska Avenue road improvements and parking issues.

Mr. Creagan said there are no significant traffic impacts with the changes to the site.

Ms. Hofmeister highlighted that parking and traffic will be reviewed after each phase and the improved landscaping will help with the drainage. She also said the Planning department is working with the city's tree arborist on the landscape plans.

Michael Schwartz, Applicant Representative from Kimley Horn, provided responses to the Board's questions. He stated an underground drainage system will be installed and there are no proposed road improvements to Nebraska Avenue and 13th Street. Mr. Schwartz said the increase in traffic will be strictly visitors, and landscape buffers will be enhanced on Quincy and 25th Street. Mr. Schwartz also noted that during the construction the hospital and contractor's employees will park off site and be bussed in.

Motion was made by Bob Burdge, and seconded by Michael Broderick to forward a recommendation of approval of the proposed Development Review & Design Review along with a Rezoning from Office Commercial (C-1) to Planned Development (PD) with an underlying zoning of C-1.

AYE: Solomon Lee, Marcia Baker, Bob Burdge, Gloria Johnson-Scott, Michael Broderick, Chairman Frank Creyaufmiller

Passed

c. **Conditional Use - Sunshine Arcade - 2202 N. US Highway 1**

Mr. Creagan gave an overview of the application and he explained the 66 machine arcade amusement center will take up four units and the parking requirement of 50 spaces will be met. Mr. Creagan answered questions from the Board on parking for the balance of the lease owners and shared parking.

Board discussion ensued on pedestrian traffic, egress and parking for new tenants in the plaza.

Ms. Hofmeister explained that it is standard practice to not anticipate or hold back development and that a shared parking agreement could be reached if some stores are only open during the day and others are only open in the evening.

Mike Menard, Applicant Representative from Architectonic, stated the landlord is in a lease agreement with the tenant for 50 parking spaces. He noted that the plaza has been vacant for a long time and this is an opportunity to utilize the building and bring money to the landlord.

Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to forward a recommendation of approval for the Conditional Use with No New Construction to the City Commission with the following two (2) conditions:

- 1. Submit a Landscape Plan to the Building Department in accordance with City Code 125-325 (2)(i) that demonstrates compliance with the City's Landscape Code 123-37. This shall be completed before the issuance of a Business Tax Receipt in accordance with City Code 125-325 (2)(i).**
- 2. Install a sidewalk along the eastern property boundary that abuts North Old Dixie Highway prior to the issuance of a Business Tax Receipt in accordance with City Code 125-325 (2)(j).**

AYE: Bob Burdge, Gloria Johnson-Scott, Michael Broderick, Solomon Lee

NAY: Marcia Baker, Chairman Frank Creyaufmiller

Passed

d. Conditional Use - Single Family Home - Parcel ID: 2412-501-0125-000-1

Mr. Creagan gave an overview of the application and answered a question on the building height.

Mike Menard, Applicant Representative from Architectonic, stated he is aware of the Department of Environmental Protection permit process.

Motion was made by Marcia Baker, and seconded by Solomon Lee to approve the Conditional Use and Design Review as presented with the following condition:

- 1. Obtain the approval of the Florida Department of Environmental Protection for construction activities seaward of the Coastal Construction Control Line before construction activities can commence**

AYE: Bob Burdge, Gloria Johnson-Scott, Michael Broderick, Solomon Lee, Marcia Baker, Chairman Frank Creyaufmiller

Passed

e. Conditional Use - Dwelling Rental -1132 Granada Street

Ms. Hofmeister gave an overview of the application and answered questions from the Board on the sidewalk regulations, on-street parking and the number of bedrooms.

Ms. Scalone, owner, was contacted via phone and she said she plans to rent out the home next summer.

No one spoke against the application.

Motion was made by Gloria Johnson-Scott, and seconded by Michael Broderick to recommend approval with the following five (5) conditions:

- 1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.**
- 2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.**
- 3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the**

Florida Department of Business & Professional Regulation.

4. **There shall be a limitation of no more than no two (2) vehicles per unit.**
5. **The City of Fort Pierce Business Tax License number shall be included on all advertising.**
6. **No- on street parking.**

AYE: **Bob Burdge, Gloria Johnson-Scott, Michael Broderick, Solomon Lee, Chairman
Frank Creyaufmiller**

NAY: **Marcia Baker**

Passed

f. Conditional Use - Dwelling Rental -1507 Faber Court

Ms. Hofmeister gave an overview of the application and answered questions from the Board on the number of bedrooms, on-street parking, and limiting the number of guest.

Ms. Baker said she does not believe that single family R-1 is the same type of neighborhood as R-2 or R-4 and that a R-1 neighborhood is not compatible with the intended use.

Mr. Broderick shared Ms. Baker's concerns and he suggested no on-street parking be added as a condition of approval.

Andres Guarnizo, Owner, provided additional information on the dwelling rental and he stated he is inline with the conditions and part of the revenue received will help out the non-profit group, Vacation for Warriors. Mr. Guarnizo answered questions from the Board on the Homestead Exemption and how often he will be occupying the home.

Ms. Earley recommended the Board stick to granting the conditions and not give legal advice to the applicant.

Glynda Cavalcanti spoke against the application and she provided the Board a handout showing the location and distance between three neighboring properties.

Terry Shafer spoke against the dwelling rental.

Chip Shafer spoke against the dwelling rental.

Sandra Teel spoke against the dwelling rental.

Ross Crittenden spoke against the dwelling rental.

David Munne spoke against the dwelling rental.

Julie Munne spoke against the dwelling rental.

Linda Godfrey spoke against the dwelling rental.

David Hicks spoke against the dwelling rental.

James Longstreet spoke against the dwelling rental.

Chairman Creyaufmiller explained to the audience that the Board has to work with the ordinances that are drafted by the City of Fort Pierce.

Andres Guarnizo, Owner, stated he understands the traffic concerns on the cul-de-sac. He stated that Airbnb will be doing background checks on the renters and they will have additional cameras on the property, along with a local property manager.

Ms. Hofmeister noted the Planning Board meeting only requires a sign posting and public notice letters will be sent out prior to the City Commission meeting. Ms. Hofmeister also said that is it not in the Planning department's purview to limit the number of renters in the home.

Ms. Earley clarified to the public that the Planning Board is an advisory Board that forwards a

recommendation to the City Commission. She stated at City Commission there will be a Quasi-Judicial hearing and substantial, competent evidence will be needed for a denial.

Board discussion ensued on having multi-uses at a single family residence.

Ms. Earley noted that the Homestead Exemption is a completely separate application process and it is incumbent on the applicant to provide the correct information.

Ms. Baker recommended a motion of denial for the application on the basis that the property in question is in a neighborhood that is not accurately described in the report and is certainly not compatible with the proposed use. The proposed use would be very inappropriate in that area because it is in a dead end cu-de-sac and it would cause great detriment to the safety and well being of the neighborhood. It would effect the health, safety, good order and appearance, convenience and general welfare. Although there were no specific violations on the property, the owner illegally applied for a Homestead Exemption on two properties in the state of Florida, which would be a violation of the law and should be considered a factor in the denial.

Motion was made by Marcia Baker, and seconded by Bob Burdge to forward a recommendation of denial to the City Commission.

AYE: Gloria Johnson-Scott, Michael Broderick, Solomon Lee, Marcia Baker, Bob Burdge, Chairman Frank Creyaufmiller

Passed

g. Annexation - 2564 S. Kings Highway

Mr. Creagan gave an overview of the application and stated that after successful annexation into the city, the applicant will be moving forward with a Future Land Use Map Amendment, Rezoning and Development Review.

Brad Currie, Applicant Representative from EDC, said an office warehouse with storage is proposed for the location.

Motion was made by Michael Broderick, and seconded by Marcia Baker to forward a recommendation of approval of the proposed annexation along with the Future Land Use designation of MXD and the Zoning designation of E-2.

AYE: Michael Broderick, Solomon Lee, Marcia Baker, Bob Burdge, Gloria Johnson-Scott, Chairman Frank Creyaufmiller

Passed

h. Disposal of Surplus Property - Lots 4 and 17 of FEE and MAY's RE-S/D BLK K on Avenue E

Ms. Moore-Wells explained during the site plan review of 505 N. 7th Street, staff identified that an error had occurred when the bid for Request for Proposal, (RFP) 2018-049 was awarded in January 2019 to Dreamchaser Preschool. She said the surplus property is a paved parking lot immediately adjacent to 505 N. 7th Street and was thought to have been included in the RFP. Ms. Moore-Wells said the City advertised the property had been declared surplus and only one bid in the amount of \$1.00 was received from Dreamchaser Preschool, LLC.

Motion was made by Michael Broderick, and seconded by Solomon Lee to forward a recommendation for approval of the sale of FEE AND MAY'S RE-S/D BLK K LOTS 4 AND 17 (MAP 24110C) to Dreamchaser Preschool,LLC, Port St. Lucie, Florida.

AYE: **Solomon Lee, Marcia Baker, Bob Burdge, Gloria Johnson-Scott, Michael Broderick, Chairman Frank Creyaufmiller**

Passed

8. COMMENTS FROM THE PUBLIC

There were no comments from the public.

9. DIRECTOR'S REPORT

Ms. Hofmeister stated the November conference agenda dwelling rental discussion will be rescheduled due to the weather. She said the City Commission will be looking at establishing a working committee, with a handful of effected members of the community, to come up with a resolution of the best way to handle dwelling rentals.

10. BOARD COMMENTS

Mr. Broderick said a brief dwelling rental presentation was prepared for the City Commission conference agenda outlining the best participants for the short term task force. He said the group will be challenged with coming up with procedures. Mr. Broderick also read the Department of Business and Professional Regulation's definition of a vacation rental.

Ms. Baker noted that removing the Conditional Use from dwelling rentals would in effect negate the City's grandfathering.

Chairman Creyaufmiller congratulated all the newly elected officials and he thanked Commissioner Sessions for all the work he has done for the city and he wished him success in future endeavors.

Chairman Creyaufmiller suggested that the Board stays with the intent of the Planning Board and that they do not give legal advice to applicants.

11. ADJOURNMENT

1502

1506





Property Identification

Site Address: 1507 FABER CT
Sec/Town/Range: 01/35S/40E
Parcel ID: 2401-605-0057-000-8
Jurisdiction: Fort Pierce

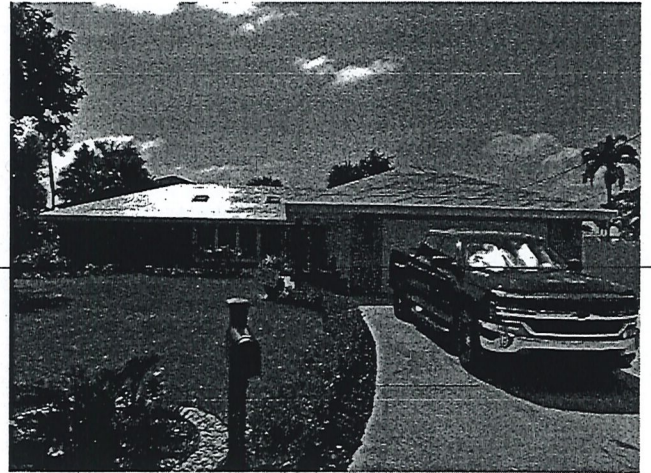
Use Type: 0100
Account #: 15238
Map ID: 24/01E
Zoning: SF Interme

Ownership

Andres Guarnizo
Suhail Santiago
1507 Faber CT
Fort Pierce, FL 34949

Legal Description

THUMB POINT BLK 2 LOT 17 AND LOT 18-LESS ELY PART AS IN DBK
256-638-



Current Values

Just/Market Value: \$337,100
Assessed Value: \$295,810
Exemptions: \$50,000
Taxable Value: \$245,810

Property taxes are subject to change upon change of ownership.

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

Total Areas

Finished/Under Air (SF): 2,065
Gross Sketched Area (SF): 4,332
Land Size (acres): 0.35
Land Size (SF): 15,056

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	170

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

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Meeting Date: 12/08/2020

Information

REQUESTED ACTION

Conditional Use - Skyline Childcare - 4812 South US Highway 1

LOCATION

4812 S. US Highway 1

RESPONSIBLE STAFF

Vennis Gilmore, Planner

RECOMMENDATION

The proposed use presents the provision of a Childcare Facility/Daycare Center to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends **APPROVAL** of the Conditional Use with No New Construction.

Attachments

Staff Report & Supporting Documents

Application & Supporting Documents

Form Review

Form Started By: Vennis Gilmore
Final Approval Date: 12/03/2020

Started On: 12/01/2020 01:25 PM



TO: Members of the City of Fort Pierce Planning Board

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Vennis Gilmore, Planner

RE: **Conditional Use Approval – Skyline Childcare Facility
 4812 S. US Highway 1**

BOARD DATE: December 8, 2020

STAFF REPORT

Owner: Wynne Building Corp
 8000 S. US Highway 1, Suite 402
 Port St. Lucie, FL 34952

Applicant: Danay Navarro
 804 El Rancho Drive
 Fort Pierce, FL 34982

Applicant’s Request: Approval of a Conditional Use to operate a Childcare Facility, offering Before and After-School Childcare

Location(s): 4812 S. US Highway 1

Parcel ID: 3403-502-0031-010-6

Future Land Use: General Commercial (General Commercial)

Current Zoning: General Commercial Zone (C-3)

Surrounding FLU:

North	East	South	West
GC	RM (SLC)	GC	GC

Surrounding Zoning:

North	East	South	West
C-3	RS-3 (SLC)	C-3	C-3

Utilities: Fort Pierce Utility Authority (FPUA)

Staff Analysis:

In accordance with Sections 125-187, 125-236, and 125-237 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a childcare facility at Del Rio Plaza, located at 4812 South U.S. Highway 1. The proposed childcare facility will occupy an approximate 2,000 square foot commercial bay within the 26,820 square foot Del Rio Plaza. The proposed Conditional Use will offer before and after-school childcare for children ages five (5) to 12 years old. The Skyline Childcare Facility will provide homework assistance, story times, computer education, games, recreational dancing, arts and crafts, and learning activities.



The applicant has submitted a new floor plan that will consist of three (3) classrooms (computer assistance, arts/crafts, and entertainment), two (2) restrooms (one restroom being handicap accessible), and an office. All food and snacks will be the responsibility of the parents. The facility will not include an outside fenced playground area but will instead provide additional indoor play area in accordance with the Department of Children and Family Services' criteria for urban childcare facilities. The subject property has 123 parking spaces for the use of the employees and visitors. The facility can be accessed by vehicle from the Del Rio Plaza entrance located on U.S. Highway 1 and by pedestrians from US Highway 1.

Operation of the proposed facility will be from 6:30 am to 8:30 am and 3:00 pm to 6:30 pm, Monday through Friday. There will be a total of two (2) teacher aid employees in attendance. This location will accommodate approximately 20 children on average. All children will be provided transportation by their parents and/or guardians. Facility staff will adhere to responsible drop-off and pick-up procedures due to COVID-19 to limit direct contact. Adults who drop-off and pick-up children must do so at the entrance to the facility. Trained staff will check each student's temperature and provide hand sanitizer at the main door entrance before students arrive safely to their group class.

The property is within the White City neighborhood, generally situated at the northeast corner of South U.S. Highway 1 and East Midway Road. The subject site is surrounded by commercial uses to the north, west, and south. Single-Family Residences are located to the east of the subject property. The subject property has a Future Land Use designation of General Commercial (GC) with a compatible zoning classification of General Commercial Zone (C-3).

Florida Department of Children and Families

Per the FDCF Handbook, Section 3.4.4 Outdoor Square Footage - B. For the purposes of a licensed urban child-care facility, an additional minimum of 45 square feet of usable indoor play space for 25% of the licensed capacity shall be substituted for outdoor play space. The urban child-care facility must provide this additional indoor space with equipment that provides physical activity appropriate to the age of the children. *D.* For Indoor Recreational Facilities or facilities that provide only evening child-care, outdoor play space is not required provided an open area within the existing indoor space is designated and available for play that promotes the development of gross motor skills.

Daycare Centers

Pursuant to City Code Section 125-3. – Definitions - Generally, “Childcare Facilities” are classified as a “Daycare Center,” and defined as follows: “an establishment where six or more children, other than members of the family occupying the premises, are cared for away from their own home by day or night, except foster homes.”

Future Land Use and Zoning

The General Commercial Future Land Use 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. The purpose and intent of the C-3 zoning district is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. The C-3 zone is compatible with the General Commercial designation in the comprehensive plan.

Parking

Pursuant to City Code Section 125-315 (d)(3)e, elementary schools, junior high schools and day-care centers shall provide 2 spaces per classroom. Del Rio Plaza has ample parking with approximately 123 parking spaces for all tenants and patrons.

Conditional Use

As stated in City Code Section 125-235, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee

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

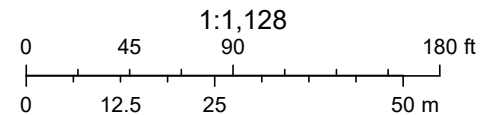
Staff Recommendation

The proposed use presents the provision of a Childcare Facility/Daycare Center to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, staff recommends **APPROVAL** of the Conditional Use with No New Construction.

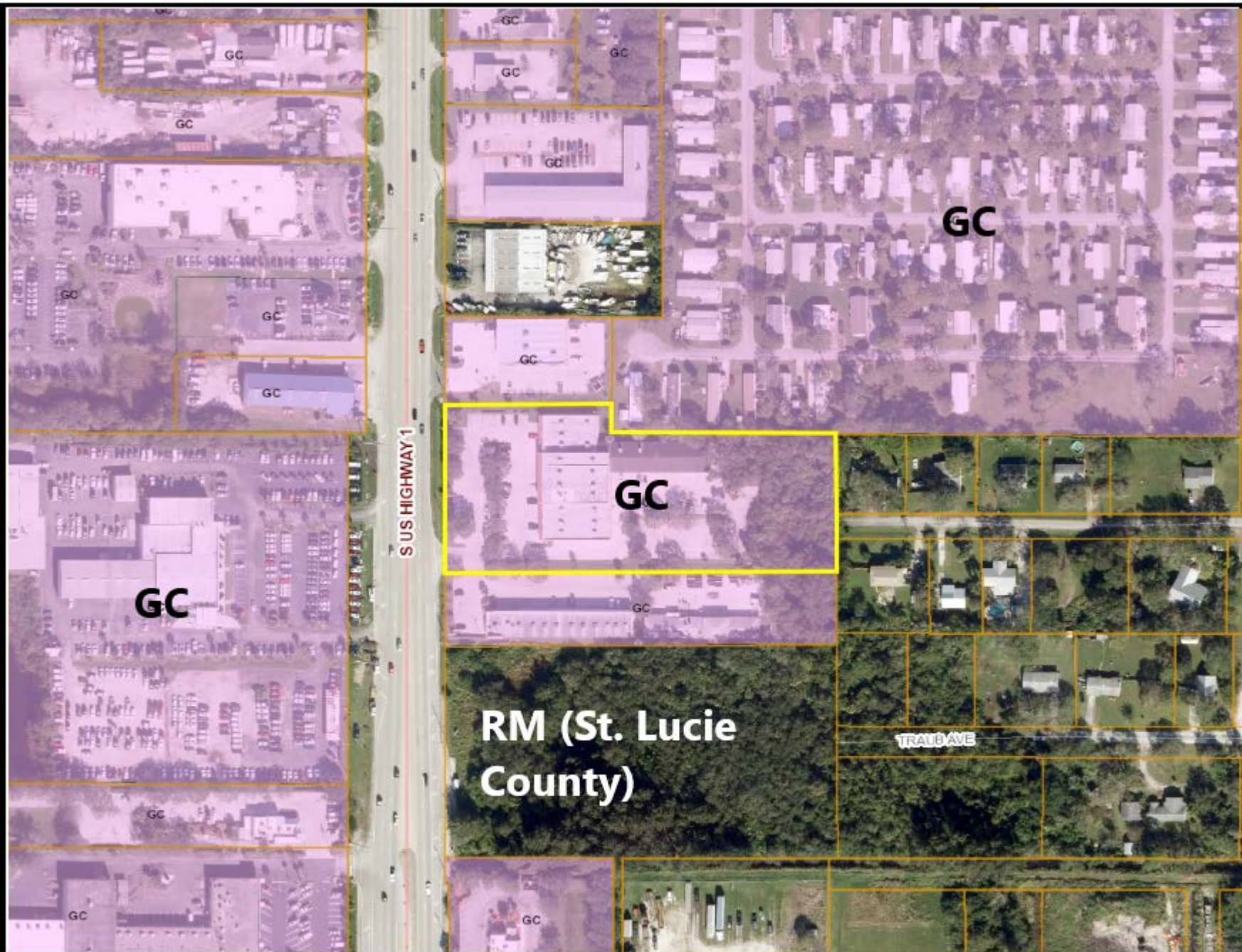
Saint Lucie County Property Appraiser



December 1, 2020



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Skyline Childcare, LLC



Future Land Use Map

Skyline Childcare Facility -
4812 S. US Highway 1

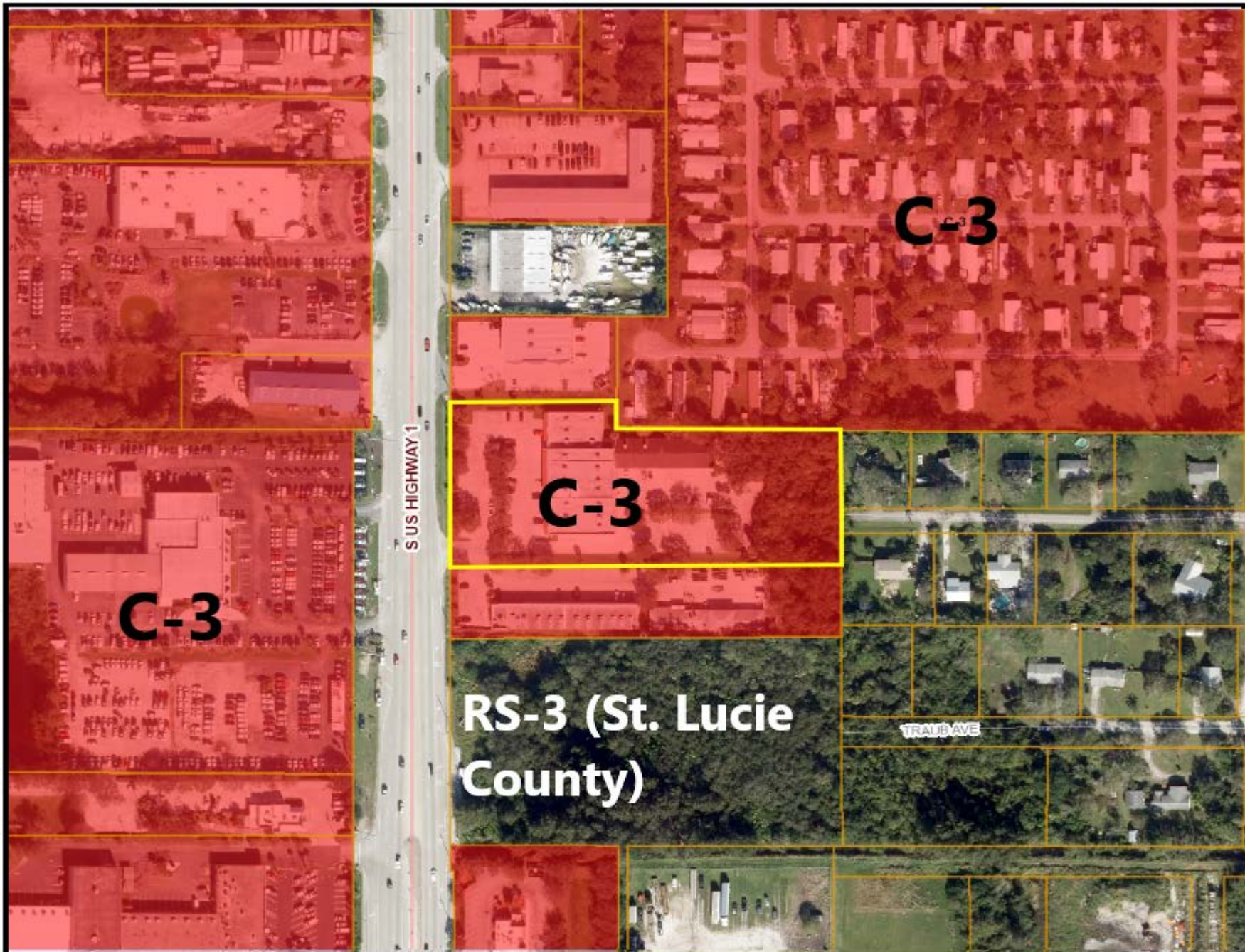
Legend

 Subject Site

 GC, General Commercial



THE SUNRISE CITY
FORT PIERCE
Florida



Legend

 **Subject Site**

 **C-3, General Commercial Zone**

Zoning Map

**Skyline Childcare Facility -
4812 S. US Highway 1**



THE SUNRISE CITY
FORT PIERCE
Florida

Plaza del Rio Business Directory

4798 S US Highway 1, Fort Pierce, FL 34982

1. Acacia Animal Clinic - 1,600 sq ft.
2. United Way - 3,200 sq ft.
3. Big Dog Comics - 2,000 sq ft.
4. Thunderdome Gaming - 2,000 sq ft.
5. All Quality Liquidators - 2,000 sq ft.
6. St. Lucie Injury - 2,000 sq ft.
7. AECOM - 2,000 sq ft.
8. Skyline Childcare - 2,000 sq ft.
9. JW Enterprise - 5,900 sq ft. (warehouse unit in back)·
10. Joel Kilmer - 1,400 sq ft. (warehouse unit in back)·
11. All Quality Liquidators - 1,400 sq ft. (warehouse unit in back)·
12. Wynne Building Corp. Storage - 1,400 sq ft. (warehouse unit in back)

cribs and play pens, if the cribs and play pens can be moved to allow for open floor space.

3.4.3 Multipurpose Rooms

- A. Space that is used as a common dining area or for large group assemblies/activities is included in the usable indoor floor space for purposes of determining overall facility capacity.
- B. Common area (i.e., multiple purpose rooms or dining rooms) square footage may not be counted in such a manner as to expand the capacity of individual rooms in the facility.
- C. Square footage per child and room capacity are determined on a room-by-room basis.
- D. While a common area is being used for dining or specific large group assemblies/activities (special events), the applicable 20- or 35- square foot requirement of usable indoor floor space does not apply, although supervision and ratios must still be maintained. This means that for special events, the overall room capacity may be greater than it would be under normal use; however, the facility must maintain minimum square footage per child in accordance with the local fire authority requirements.
- E. Common area square footage may not be counted toward the facility's overall capacity unless the space is used regularly and other classroom capacity requirements are not exceeded.

3.4.4 Outdoor Square Footage

The play area must be sufficient and safe to allow freedom of movement without collisions among active children. Children benefit from being outside as much as possible, and it is important to provide sufficient outdoor space to accommodate them.

- A. There must be a minimum of 45 square feet of usable, safe, and sanitary outdoor play area per child, one year of age and older. At a minimum, the outside play area must be able to accommodate one-half of the licensed capacity of the program.
- B. For the purposes of a licensed urban child care facility, an additional minimum of 45 square feet of usable indoor play space for 25% of the licensed capacity shall be substituted for outdoor play space. The urban child care facility must provide this additional indoor space with equipment that provides physical activity appropriate to the age of the children.
- C. Based on the outdoor square footage, the total number of children using the play area may not exceed the outdoor capacity.
- D. For Indoor Recreational Facilities or facilities that provide only evening child care, outdoor play space is not required provided an open area within the existing indoor space is designated and available for play that promotes the development of gross motor skills.

3.5 Outdoor Play Area

- A. The outdoor play area must be clean and free from litter, nails, glass and other hazards.

November 19, 2020

Danay Navarro
804 El Rancho Drive
Fort Pierce, FL 34982

Subject: Proposed Skyline Childcare Center – 4812 S. US HWY 1 – Technical Review Comments for November 19, 2020 conference call

City of Fort Pierce Planning Department

1. Outline on your Site Plan the exact unit spaces that will occupy the childcare center.
2. Provide a list of all existing tenants and their uses of the subject retail plaza.
3. Provide the total number of parking spaces within the subject property.

Fort Pierce Engineering Department

No Comments

Fort Pierce Building Department

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

1. Must meet the following Accessibility requirements:
 - Accessible route
 - Handicapped parking spaces
 - Means of egress
2. Change of Use required
 - To include a signed and sealed Life Safety Plan
 - To include a signed and sealed detailed comprehensive building plan.
3. Building Permit required.
4. Will need to meet the Fire Code.

St. Lucie County Planning Department

No Comments

St. Lucie County PW/Engineering

No Comments

City Clerk Office

No Comments

Code Enforcement

No Comments

Fort Pierce Police Department

No Comments

Fort Pierce Utilities Authority

W/WW Engineering: Approved

Electric & Gas Engineering: The property is not in the FPUA electric service area. Located in FPL service area.

St. Lucie County Fire District

1. Be advised, although there is no new construction planned for this project it will be subject to a New Business Inspection and possibly a Change of Occupancy Review. The project will have to meet all of the Occupancy requirements at that time to be in compliance with the currently adopted version of the Florida Fire Prevention Codes.

Captain Wayne Boyer

Telephone: (772) 621-3322

Fax: (772) 621-3604

St. Lucie County School District

No Comments

Florida Department of Transportation

No Comments



Conditional Use – No New Construction

Property address or Location 4812 S US HIGHWAY 1, FORT PIERCE, FL, 34982

Parcel ID #(s) 3403-502-0031-010-6

Project description Before / After School Childcare Program

Wynne Building Corp

Property Owner(s)

8000 S US HIGHWAY 1 STE 402

Street Address

PORT SAINT LUCIE FL 34952

City State Zip

(772) 878-5513

Phone Number

cheri@wynnebc.com

Email Address

DANAY NAVARRO

Applicant/Representative, Title, Company

804 EL RANCHO DRIVE

Street Address

FORT PIERCE FL 34982

City State Zip

7864583648

Phone Number

danaynavarro@gmail.com

Email Address

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

Property Owner(s) Signature(s)

STATE OF FLORIDA -- *ST. LUCIE* COUNTY

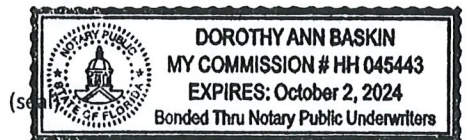
The foregoing instrument was acknowledged before me this 5 day of OCTOBER, 2020, by

MATTHEW LYLE WYNNE who is personally known to me or has produced

as identification.

Dorothy Ann Baskin

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 18,800 SF Parking Spaces: 123

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

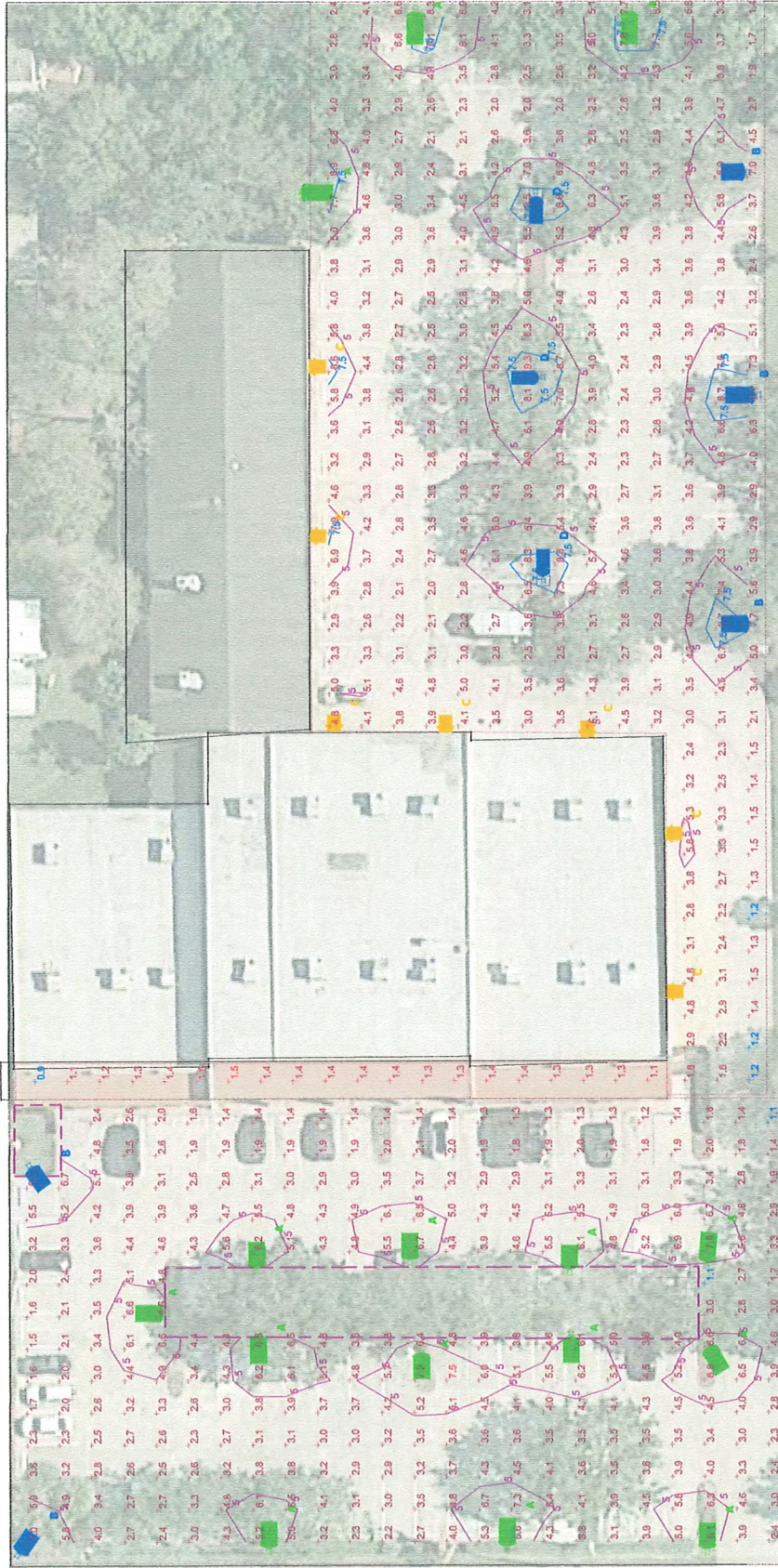
North	South	East	West

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





Plan View

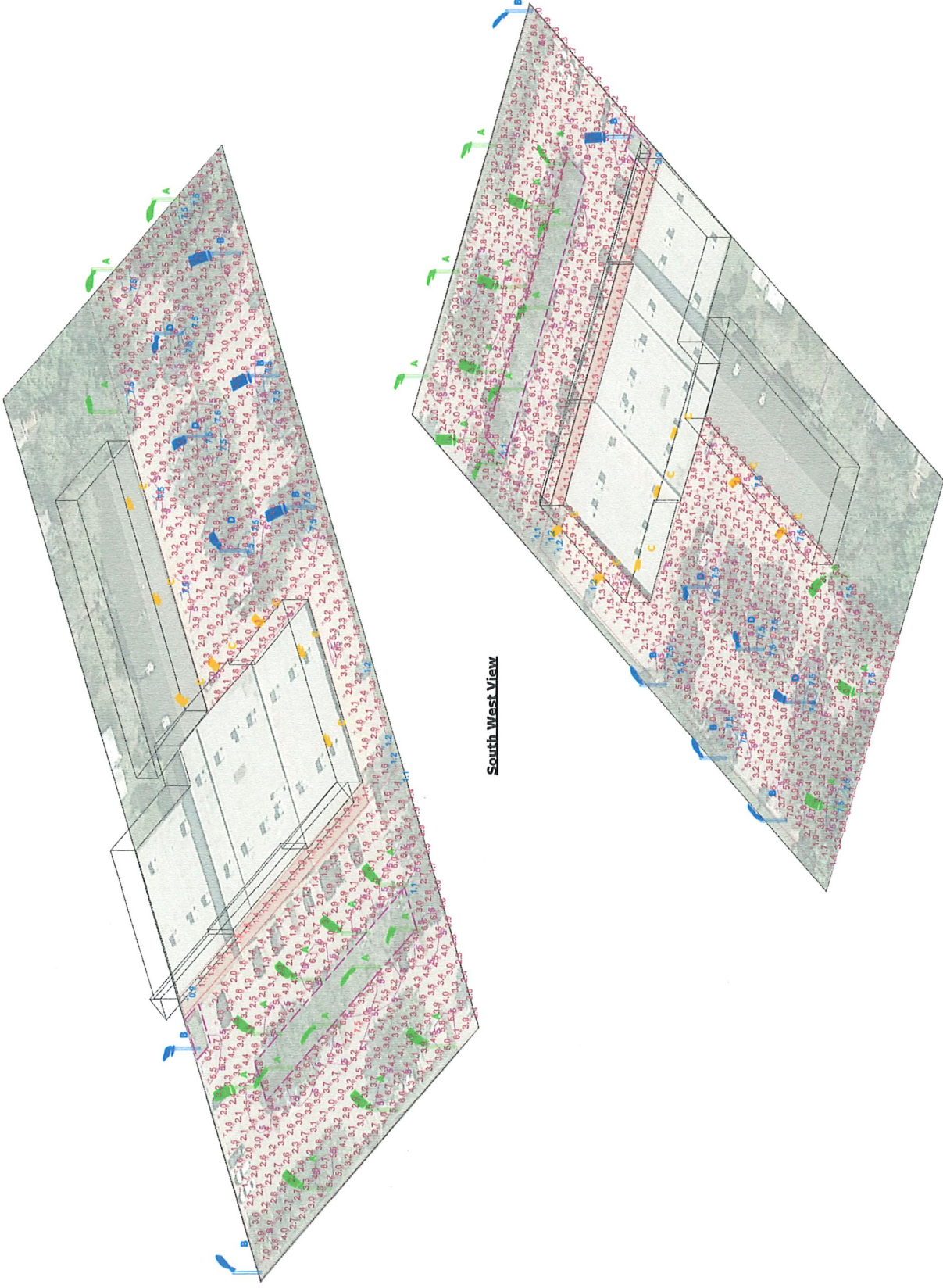
 Scale - 1" = 35ft

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Back Parking Lot	+	4.0 fc	9.3 fc	1.2 fc	7.8:1	3.3:1
Front Parking Lot	+	3.8 fc	7.5 fc	1.1 fc	6.8:1	3.5:1
Under Canopy	+	1.3 fc	1.5 fc	0.9 fc	1.7:1	1.4:1

Symbol	Label	QTY	Manufacturer	Description	Number Lamps	Filename	Lumens per Lamp	Lumen Multiple	LLF	Wattage	Efficiency	Polar Plot	Notes
	A	15	Lumipro Lighting	100W Street Light Pole Mount T3 Lens	1	1-ST-RM-100W-T3.IES	13364	1	1	100.302	100%		
	B	5	Lumipro Lighting	120W Street Light Pole Mount T3 Lens	1	1-ST-RM-120W-T3.IES	16724	1	1	118.811	100%		
	C	7	Lumipro Lighting	60W Street Light B Mount NO POLE T3 Lens	1	1-ST-RM-60W-T3.IES	8182	1	1	60.7121	100%		
	D	3	Lumipro Lighting	120W Street Light Pole Mount T4 Lens	1	1-ST-RM-120W-T4.IES	16293	1	1	120.897	100%		

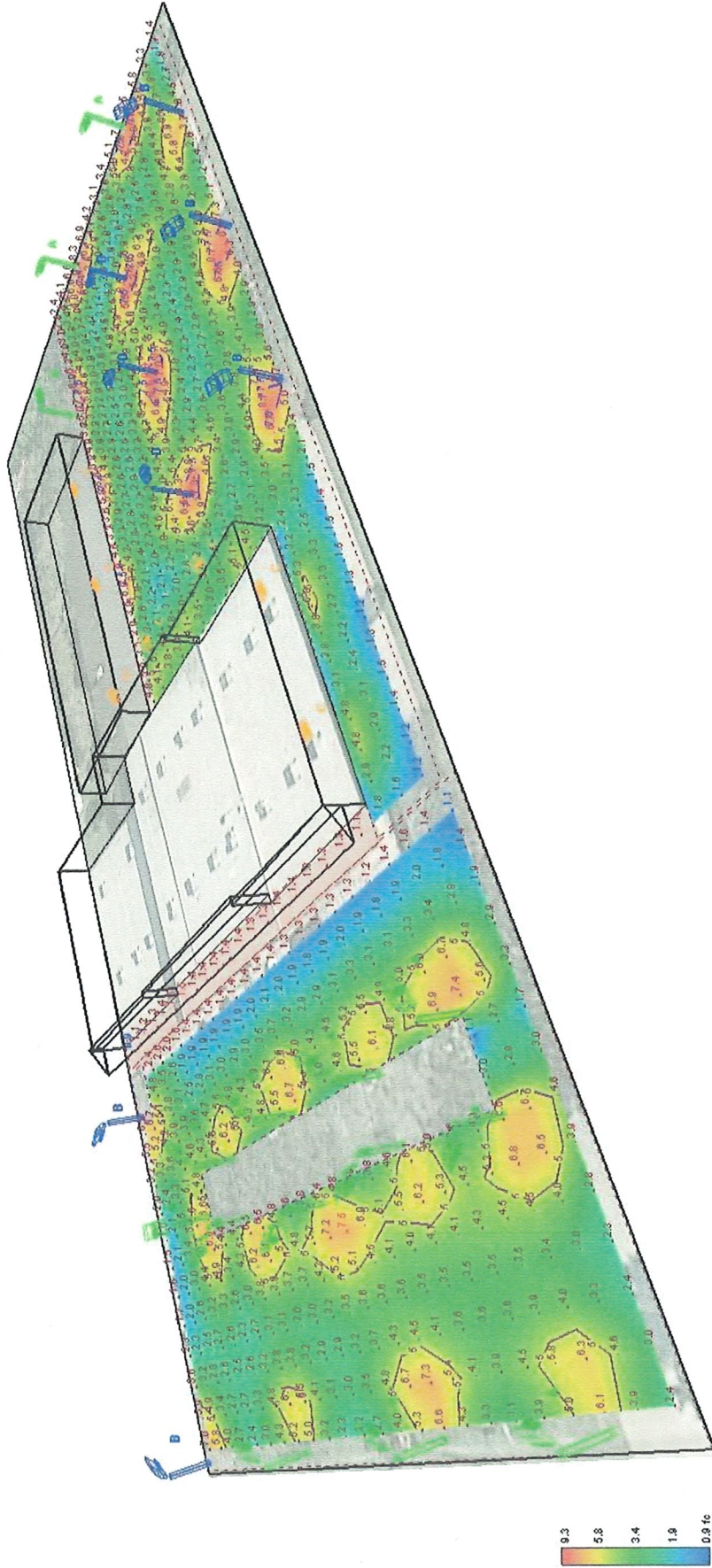
Luminaire Locations		Location										Aim		
No.	Label	X	Y	Z	MH	Orientation	Tilt	X	Y	Z	X	Y	Z	
11	A	73.00	67.00	15.00	15.00	270.00	40.00	58.46	67.00	0.00				
22	A	427.00	151.00	15.00	15.00	180.00	22.00	427.00	143.32	0.00				
23	A	484.00	114.50	15.00	15.00	270.00	20.00	476.94	114.50	0.00				
24	A	484.00	48.00	15.00	15.00	270.00	20.00	476.94	48.00	0.00				
29	A	6.00	87.00	15.00	15.00	90.00	35.00	18.33	87.00	0.00				
30	A	94.00	25.00	15.00	15.00	95.00	30.00	104.35	24.09	0.00				
36	A	5.00	25.00	15.00	15.00	90.00	40.00	19.54	25.00	0.00				
37	A	68.00	113.50	15.00	15.00	270.00	40.00	53.46	113.50	0.00				
39	A	5.50	161.00	15.00	15.00	90.00	40.00	20.04	161.00	0.00				
40	A	73.50	164.00	15.00	15.00	270.00	35.00	61.17	164.00	0.00				
42	A	69.50	25.00	15.00	15.00	240.00	35.00	58.82	18.83	0.00				
43	A	79.50	192.50	15.00	15.00	0.00	35.00	79.50	204.83	0.00				
44	A	92.00	67.50	15.00	15.00	90.00	45.00	109.12	67.50	0.00				
45	A	92.50	164.50	15.00	15.00	90.00	40.00	107.04	164.50	0.00				
46	A	95.00	117.00	15.00	15.00	90.00	40.00	109.54	117.00	0.00				
20	B	293.00	10.00	15.00	15.00	0.00	35.00	293.00	22.33	0.00				
23	B	433.00	11.00	15.00	15.00	0.00	45.00	433.00	28.12	0.00				
25	B	364.00	8.00	15.00	15.00	0.00	30.00	364.00	21.86	-6.01				
36	B	4.50	239.00	15.00	15.00	125.00	45.00	18.53	239.18	0.00				
37	B	125.50	235.00	15.00	15.00	235.00	45.00	111.48	225.18	0.00				
1	C	179.03	36.81	12.50	12.50	180.00	35.00	179.03	27.14	0.00				
2	C	228.00	37.00	12.50	12.50	180.00	35.00	228.00	27.33	0.00				
4	C	373.00	147.50	10.00	10.00	180.00	30.00	373.00	140.86	0.00				
5	C	320.50	147.00	10.00	10.00	180.00	40.00	320.50	137.63	0.00				
7	C	260.00	140.00	15.50	15.50	90.00	35.00	271.77	140.00	0.00				
8	C	259.50	105.50	15.50	15.50	90.00	30.31	269.43	105.50	0.00				
9	C	258.00	61.50	13.50	13.50	90.00	35.00	268.37	61.50	0.00				
2	D	306.50	75.00	16.00	16.00	90.00	15.00	312.57	75.00	0.00				
3	D	427.00	77.00	16.00	16.00	270.00	15.00	420.93	77.00	0.00				
4	D	369.50	75.00	16.00	16.00	0.00	20.00	369.50	82.64	0.00				

Schedule



South West View

North East View



Current View

AC

NOTE

ARCHITECT

TrendArchitect

DESIGNED : ARC

CHECKED : ARC

DATE : Aug 2020

CLIENT:

Skyline Child Care, LLC

PROJECT

SITE PLAN

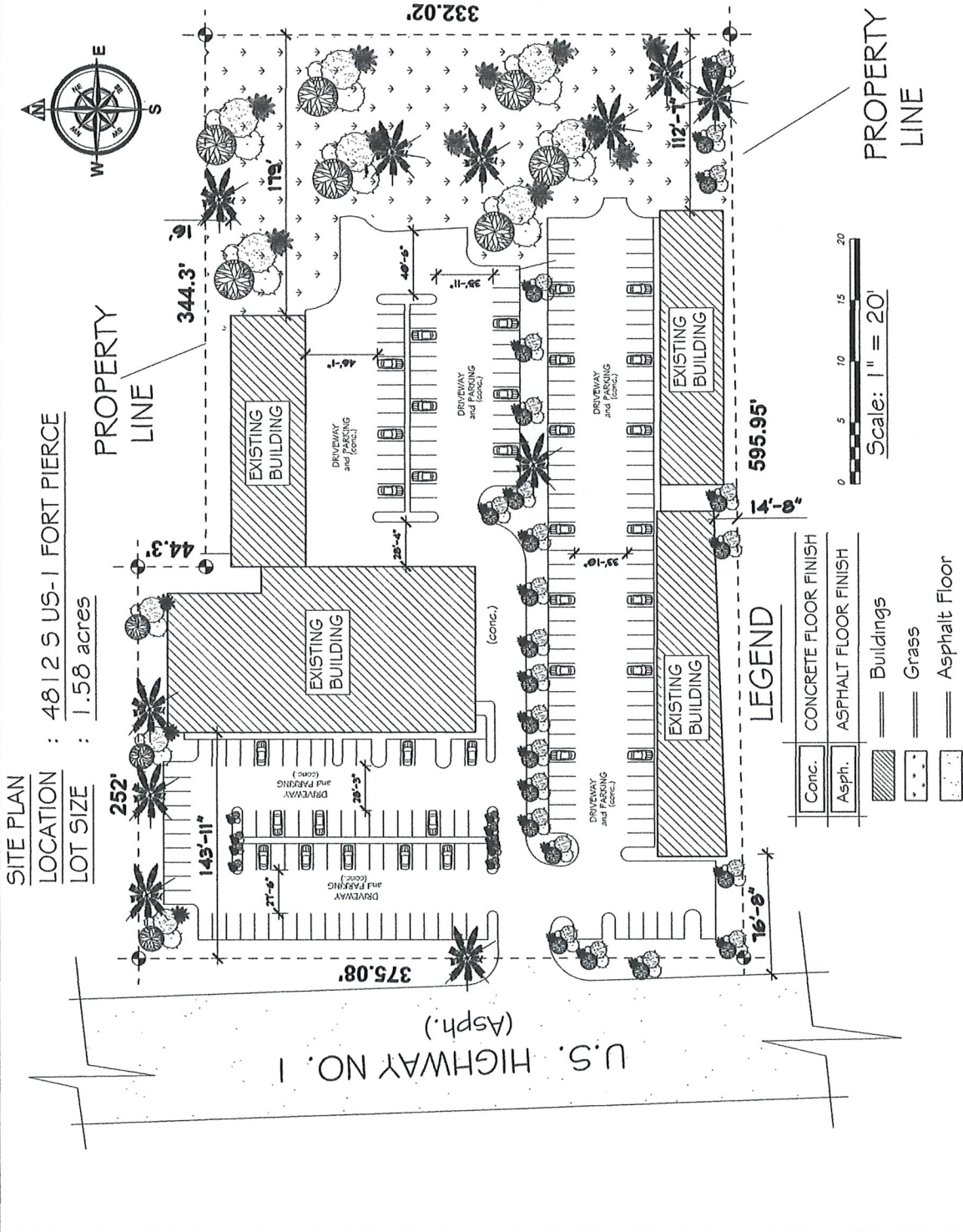
LOCATION

4812 S US-1
FORT PIERCE

SHEET NO:

01

SCALE :
1" = 20'



SITE PLAN

LOCATION : 4812 S US-1 FORT PIERCE

LOT SIZE : 1.58 acres

PROPERTY LINE

PROPERTY LINE

LEGEND

Conc. CONCRETE FLOOR FINISH

Asph. ASPHALT FLOOR FINISH

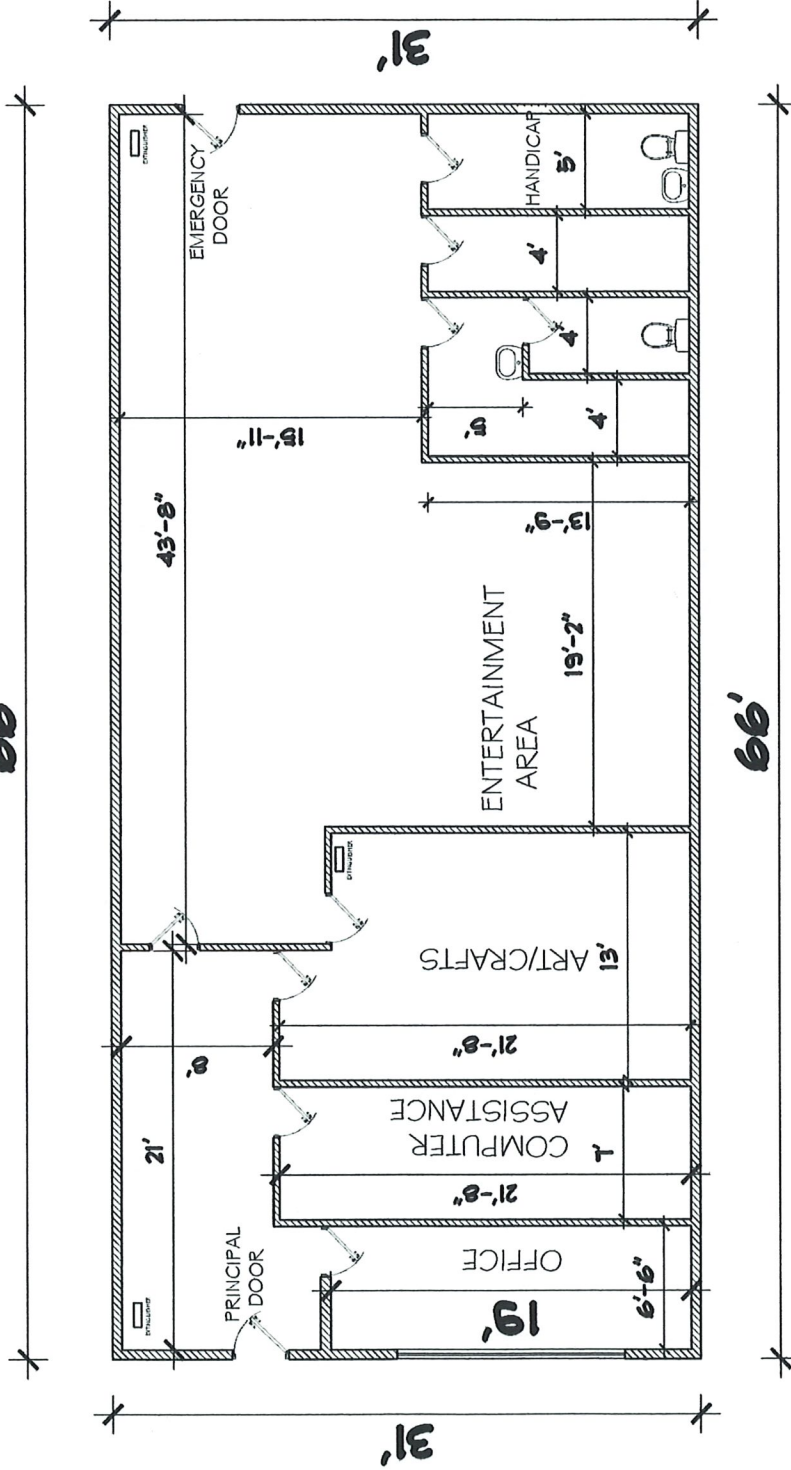
Buildings

Grass

Asphalt Floor

SKYLINE CHILD CARE AT EL RIO PLAZA

66'



NOTE

DESIGNED : ARC
 CHECKED : ARC
 DATE : Aug 2020

SKYLINE CHILD CARE, LLC

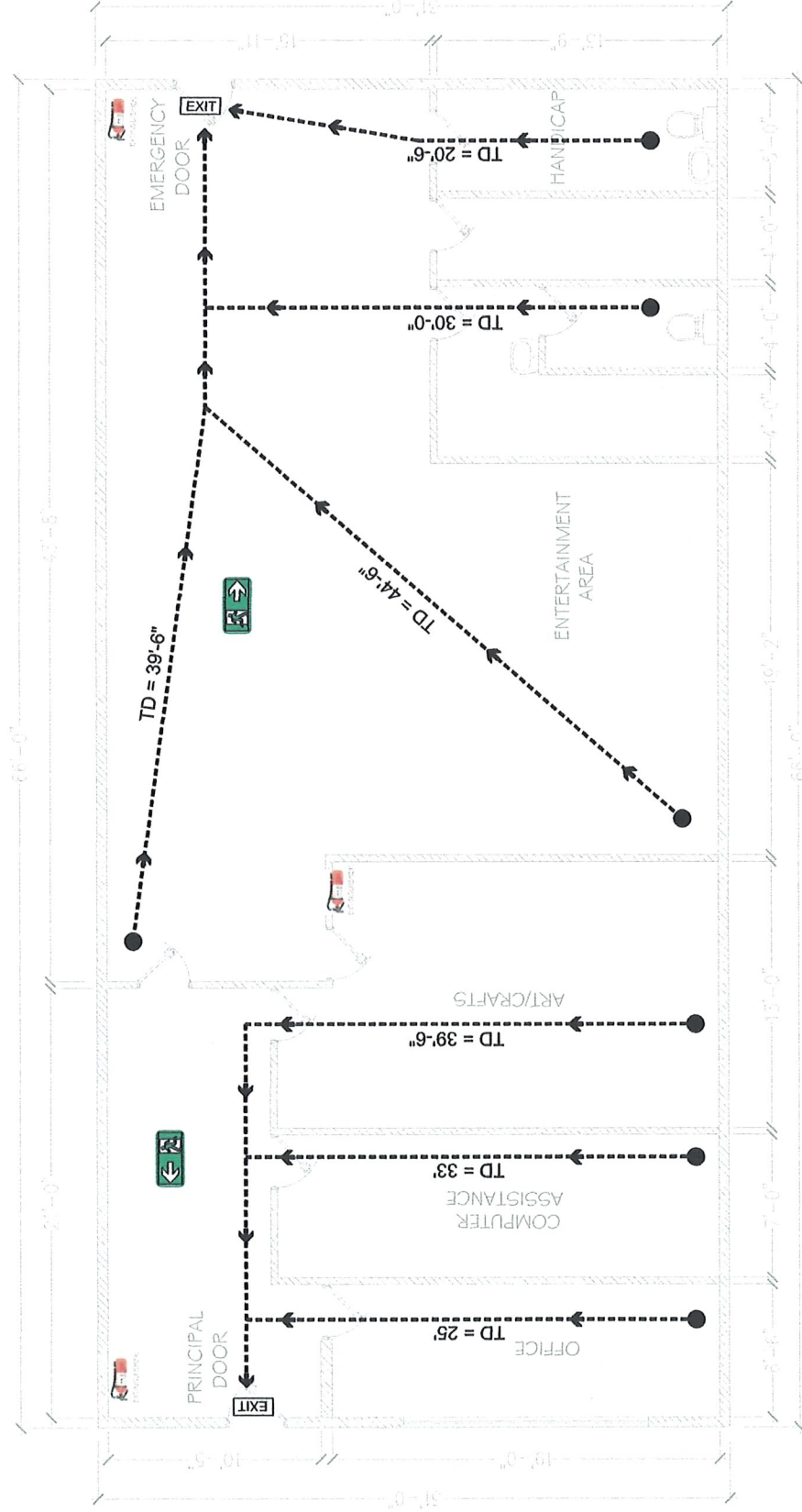
PROJECT
Floor Plan

LOCATION
 4812 S US-1
 FORT PIERCE

SHEET NO:
01
 SCALE:
 1/8" = 1'-0"

FIRST FLOOR PLAN
 Scale: 1/8" = 1'-0"

SKYLINE CHILD CARE AT EL RIO PLAZA



LIFE SAFETY SYMBOLS

LEGEND:	
	EXIT SIGN
	EXIT SIGN DIRECTIONAL - ONE WAY
	TRAVEL DISTANCE
	PORTABLE FIRE EXTINGUISHER

LIFE SAFETY LAYOUT
 Scale: 3/16" = 1'-0"

note

DESIGNED : MH
CHECKED : MH
DATE : SEP 2020
PROJECT

SKYLINE CHILD CARE, LLC
 DRAWING:
 LIFE SAFETY LAYOUT

SHEET NO: **01**
 SCALE : 3/16" : 1'-0"



Florida Department of Transportation

RON DESANTIS GOVERNOR

3400 West Commercial Boulevard Fort Lauderdale, FL 33309

KEVIN J. THIBAUT SECRETARY

September 17, 2020

THIS PRE-APPLICATION LETTER IS VALID UNTIL – September 17, 2021 THIS LETTER IS NOT A PERMIT APPROVAL

Danay Navarro (Owner of Skyline Child Care, LLC) Skyline Child Care, LLC 804 El Rancho Dr. Fort Pierce, FL 34982

Dear Danay Navarro (Owner of Skyline Child Care, LLC): RE: Pre-application Review for Category B Driveway, Pre-application Meeting Date: September 17, 2020 St. Lucie County - Fort Pierce; SR 5; Sec. # 94010; MP: 8.45; Access Class - 5; Posted Speed - 45; SIS - No; Ref. Project: FM 435245.1-ATMS - ARTERIAL TRAFFIC MGMT-Alexander Estrada

Request: Use existing right-in/right-out driveway on the east side of SR 5, approximately 115 feet north of the southern property line.

SITE SPECIFIC INFORMATION Project Name & Address: Skyline Child Care, LLC – 4812 S US Highway 1 Fort Pierce, FL 34982 Applicant/Property Owner: Wynne Building Corp; Parcel Size: 3.21 Acres Development Size: 2,000 SF Child Daycare

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

Comments:

- Proposed land use is before and after school care. All driveways not approved in this letter must be fully removed and the area restored. A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage). The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements. Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. Note, this letter does not guarantee permit approval. The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://osp.fdot.gov; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely, [Signature] Date: 2020. 09.17 15:02: 57 -04'00'

Dalila Fernandez, P.E. District Access Management Manager



Executive Narrative Summary

Skyline Childcare, LLC, is seeking a conditional use to allow ours before/after school program to help our community. Focus on making a difference from those who have served our nation; Military Veterans, activate military members, lower-income legal guardians, parents, and single parents. We believe in shaping future leaders. Our program offers support and a comfortable manner in a learning environment, have fun and complete school assignments, promoting kindness and social skills.

We will open for business starting with our before school program Monday -Friday, 6:30 am to 8:30 am and after school program Monday – Friday, 3:00 pm to 6:30 pm. We are providing care for the age group of 5 years old through 12 years old. Our homework assistance, story times, computer educational activities, games, recreational dancing, arts & crafts, and learning activities will promote higher learning. Our program reinforces social, listening, independence, and motor skills for students' daily interactions.

Department of Children & Families is currently reviewing our curriculum to confirm the number of students that we can serve in the community. Our facility counts with 2000 sq. ft. It includes two accessible restroom (1 handicap), three rooms designated for activities, school homework assistance, and ample parking spaces. Skyline Childcare, LLC has employed two-teacher aid person, who will divide responsibilities by two group ages.

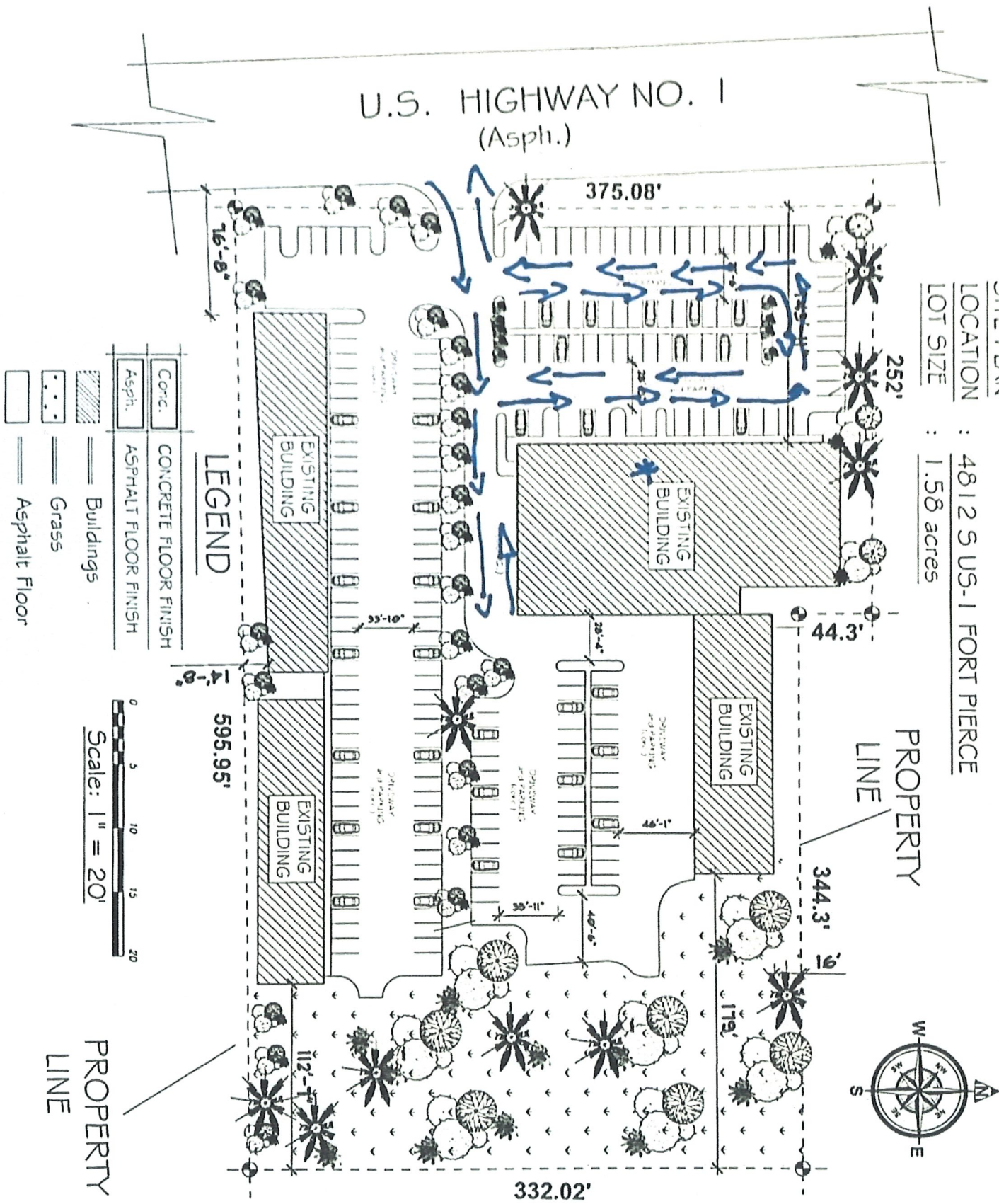
Our facility staff will adhere to Drop-off & Pick-Ups procedures due to COVID-19 to limit direct contact. Adults who drop off and pick up children must do so at the entrance to the facility. The staff will check each student's temperature and provide hand sanitizer at the main door entrance before students arrive safely to their group class.

We do NOT:

- Provide food – Parents will be responsible for providing food and snacks to students.
- Provide transportation from school to aftercare. Parents are fully responsible for drop-offs/pick-ups from our facility.
- Have playground

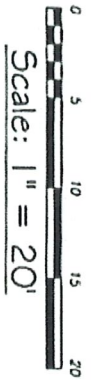
SITE PLAN
LOCATION : 4812 S US-1 FORT PIERCE
LOT SIZE : 1.58 acres

U.S. HIGHWAY NO. 1
 (Asph.)

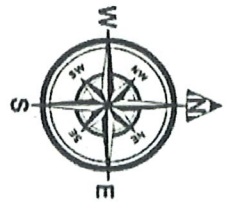


LEGEND

- CONCRETE FLOOR FINISH
- ASPHALT FLOOR FINISH
- Buildings
- Grass
- Asphalt Floor



PROPERTY LINE



PARENT DROP-OFF AND PICK-UP PLAN

The Site plan attached illustrates the expected pattern of the traffic for anticipated student drop-offs/pick-ups. Skyline Childcare, LLC before school will be starting at 6:30am Monday – Friday, with parents parking on the available parking spaces to avoid holding the traffic flow within in the shopping center. Skyline Childcare, LLC after school program will be starting at 3:00pm – 6:30pm. Parents must follow same procedure as drop offs. However, parents **MUST** calling in to let Skyline Childcare, LLC that the student is ready to be pick up and parents shall park on the available parking spaces, calling in, walk towards the outside entrance of the facility and wait for student for dismissal due to COVID-19.

Meeting Date: 12/08/2020

Information

REQUESTED ACTION

Conditional Use - Dwelling Rental - 1122 South Ocean Drive

LOCATION

1122 South Ocean Drive

PCN: 2401-810-0004-000-2

RESPONSIBLE STAFF

Jennifer Hofmeister, AICP, LCAM

Planning Director

RECOMMENDATION

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following five (5) conditions:

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than two (2) vehicles per unit. On-street parking is prohibited.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

Attachments

Staff Report & Supporting Documents

Applicant Packet & Supporting Documents

TRC packet

Form Review

Form Started By: Jennifer Hofmeister

Started On: 12/02/2020 02:48 PM

Final Approval Date: 12/02/2020



TO: Members of the City of Fort Pierce Planning Board

FROM: Jennifer Hofmeister, AICP, LCAM, Planning Director

RE: **Conditional Use Approval with No New Construction-
 Jura Dwelling Rental - 1122 South Ocean Drive
 (20- 040000022)**

BOARD DATE: December 8, 2020

STAFF REPORT

Owner: Jonathan D. Jura and Chemai Jura
 926 Main Street
 Lafayette, IN 47901

Applicant: Jason Mankoff, Esquire
 515 North Flagler Drive
 West Palm Beach, FL 33401

Applicant's Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months. The minimum rental period is less than 30 days.

Location(s): 1122 South Ocean Drive

Parcel ID: 2401-810-0004-000-2

Future Land Use: Hutchinson Island Residential (HIR)

Current Zoning: Hutchinson Island Medium Density Residential (R-4A)

Surrounding FLU:

North	East	South	West
HIR	Ocean	HIR	HIR

Surrounding Zoning:

North	East	South	West
R4-A	Ocean	R4-A	R4-A

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 125-187 and 125-236 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental located at 1122 South Ocean Drive. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of less than 30 days.

The subject building is 1,844 gross square feet and consists of two (2)-stories, two-bedroom, and two (2) baths. The subject site is surrounded by single-family residences to the north, south, and west. To the east is the Atlantic Ocean. The subject site has a Future Land Use designation of Hutchinson Island residential (HIR) with a compatible zoning designation of Hutchinson Island Medium Density Residential Zone (R-4A). Per City Code Section 125-187. – Allowed Uses; Dwelling Rentals are classified as a Conditional Use in the R-4A zoning district.



Dwelling Rentals

Pursuant to City Code Section 125-3. – 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 that is rented for periods of less than one (1) month. Pursuant to Florida State Statute 509.242, declaring the use a “Vacation Rental,” defines such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three (3) times in a calendar year for periods of less than 31 days or one (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 31 days.

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

Table 1 – Dwelling and Vacation Rental Definitions

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

Future Land Use and Zoning

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

The R-4A zone is compatible with the HIR Future Land Use designation. 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.

Parking

Pursuant to City Code Section 125- (d)b, motels, hotels, and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger.

Conditional Use

As stated in City Code Section 125-235, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee

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

Staff Recommendation

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following five (5) conditions:

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than two (2) vehicles per unit. On-street parking is prohibited.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

AERIAL MAP



Conditional Use Approval
Jura Dwelling Rental
1122 South Ocean Drive



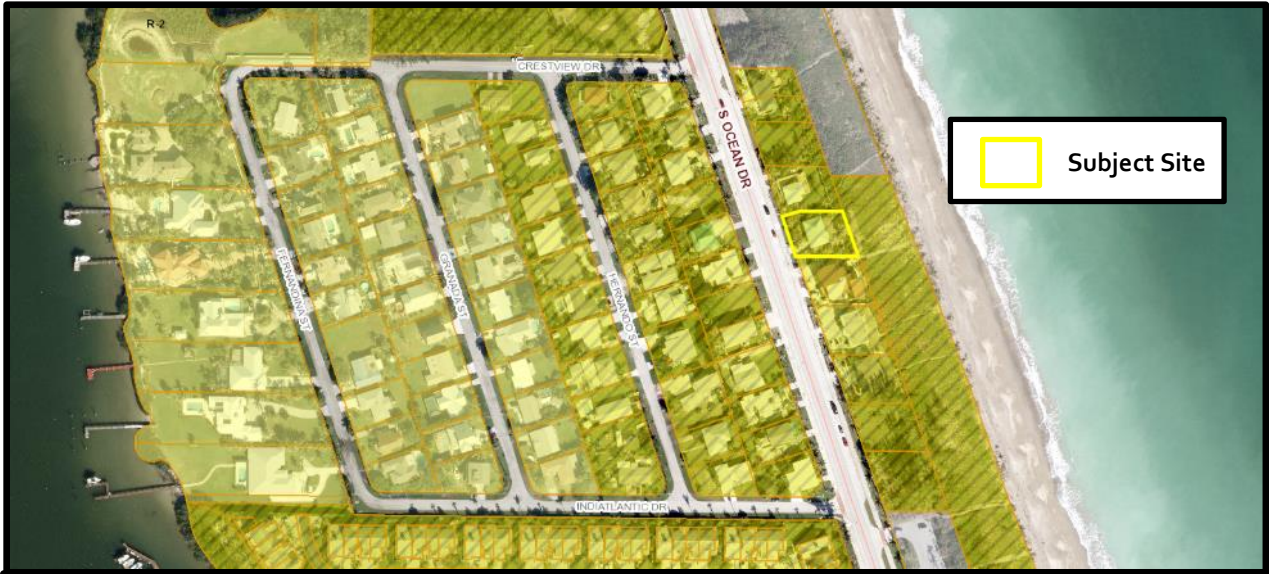
FUTURE LAND USE MAP



Conditional Use Approval
Jura Dwelling Rental
1122 South Ocean Drive

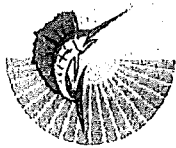


ZONING MAP



Conditional Use Approval
Jura Dwelling Rental
1122 South Ocean Drive





THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Conditional Use - No New Construction

Property address or Location 1122 S. Ocean Dr.
Parcel ID #(s) 2401-810-0004-000-2
Project description Vacation Rental of single family dwelling for less than 30 days

Jonathan D. Jura and Chemai Jura *
Property Owner(s)
926 Main St
Street Address
Lafayette IN 47901
City State Zip
765-464-9356
Phone Number
jonathaneventfrontitan.com
Email Address

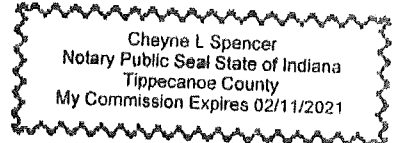
Jason Mankoff, Esq. Ciklin Lubitz
Applicant Representative Title, Company
515 N. Flagler Dr.
Street Address
West Palm Beach FL 33401
City State Zip
561-820-0391
Phone Number
j.mankoff@ciklinlubitz.com
Email Address

* Please direct all communication to Mr. Mankoff

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.

X Property Owner(s) Signature(s) X

STATE OF Indiana COUNTY Tippecanoe
The foregoing instrument was acknowledged before me this 28 day of October, 2020, by
Cheyne Spencer who is personally known to me or has produced
License as identification.



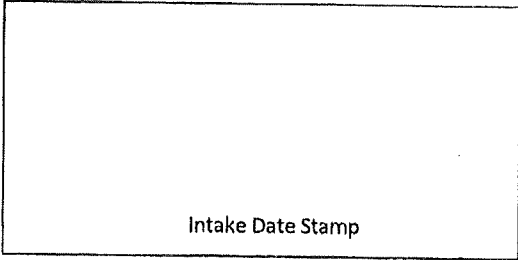
Signature of Notary (seal)

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date _____ 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 1,568 sf Parking Spaces: _____

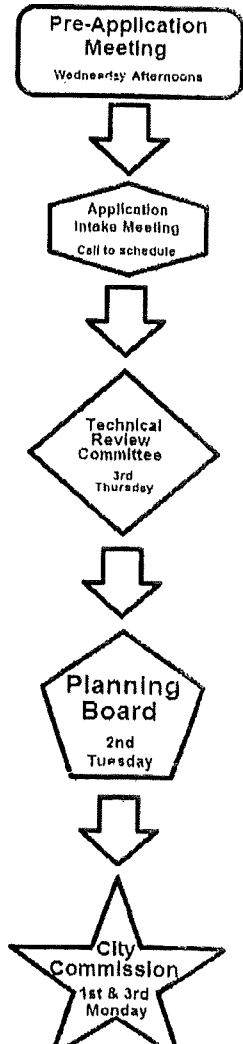
Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
Single Family	Single Family	Ocean	AIA

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



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

Property Identification

Site Address: 1122 S OCEAN DR
 Use Type: 0100
 Parcel ID: 2401-810-0004-000-2
 Jurisdiction: Fort Pierce
 Account #: 15595
 Map ID: 24/01H
 Sec/Town/Range: 01/35S/40E
 Zoning: HI Medium

Ownership

Jonathan D Jura
 Chemai Jura
 1122 S Ocean DR
 Fort Pierce, FL 34949

Legal Description

TROPICAL BEACH BLK 1 LOT 4-LESS THAT PT LYG ELY OF LI DESC IN OR175-2075 AND LESS BEG AT NW COR LOT 4, TH SELY ON W LI 12 FT, TH ELY ON LI PERPENDICULAR TO RD R/W TO PT WHERE IT INTERSECTS N LI LOT 4, TH W ON SD N LI TO POB

Current Values

Just/Market: \$611,900
 Exemptions: \$0
 Assessed: \$607,200
 Taxable: \$607,200

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2020	\$611,900	\$607,200	\$0	\$607,200
2019	\$552,000	\$552,000	\$0	\$552,000
2018	\$430,400	\$337,069	\$55,000	\$282,069

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
05-14-2018	4141 / 1031	0001	WD	Hansen II (TR) Thomas C	\$675,000
09-03-1999	1249 / 0549	XX00	WD	Hansen II Thomas C	\$105,000
11-19-1998	1190 / 1543	XX01	QC	Dolan William A	\$100

Primary Building Information

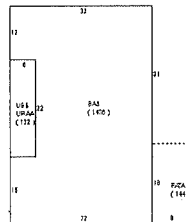
Finished Area of this building: 1,568 SF
 Gross Sketched Area: 1,844 SF

Exterior Data

View: Roof Cover: Metal Roof Structure: Hip Building Type: HC+
 Year Built: 2002 Frame: Grade: C+ Effective Year: 2002
 Primary Wall: CB Stucco Story Height: 2 Story No. Units: 1 Secondary Wall:

Interior Data

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



Total Areas

Finished/Under Air (SF): 1,568
 Gross Sketched Area (SF): 1,844
 Land Size (acres): 0.24
 Land Size (SF): 10,535
 Total Building Count: 1

Special Features and Yard Items

Type	Qty	Units	Year Blt
Driv-Concret	1	400	2002

Building Information

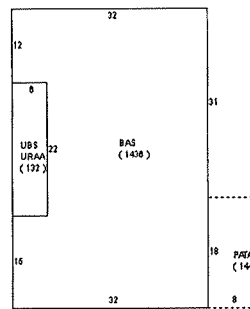
Finished Area: 1,568 SF
Gross Sketched Area: 1,844 SF

Exterior Data

Building Type:	HC+
Grade:	C+
Year Built:	2002
Effective Year:	2002
No. Units:	1
Primary Wall:	CB Stucco
Secondary Wall:	
Roof Cover:	Metal
Roof Structure:	Hip
View:	
Frame:	
Story Height:	2 Story

Interior Data

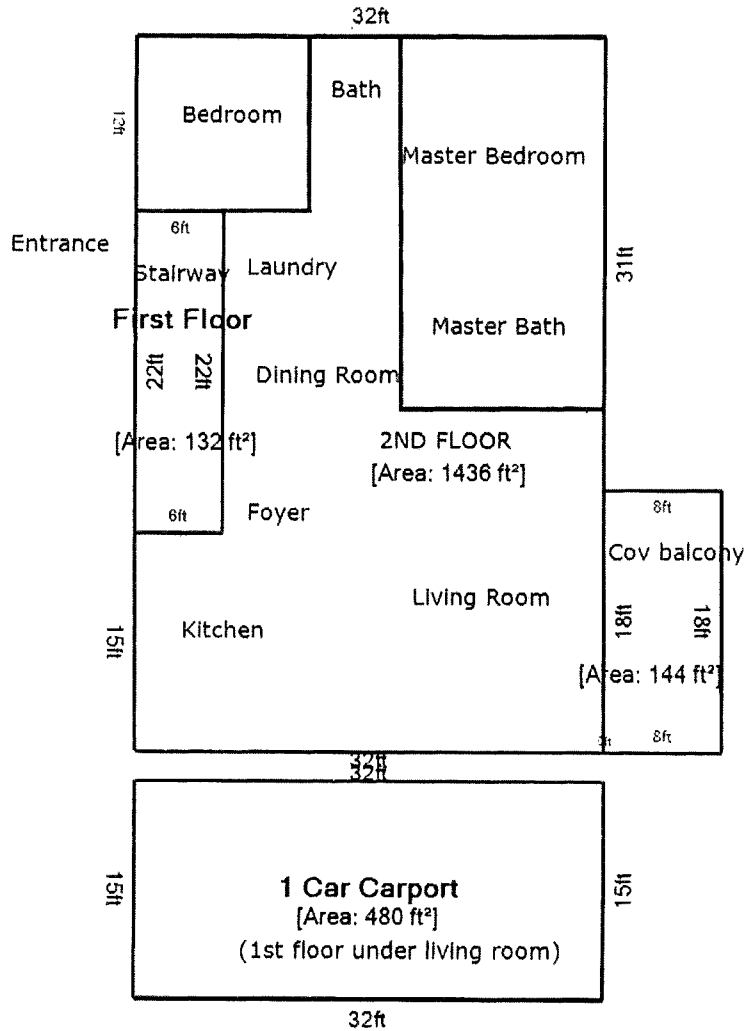
Bedrooms:	2
Full Baths:	2
Half Baths:	0
Primary Int Wall:	Drywall
Primary Floors:	Carpet
Avg Hgt/Floor:	0
Heat Type:	FredHotAir
Heat Fuel:	ELEC
Electric:	MAXIMUM
A/C %:	100%
Heated %:	100%
Int Sprinkler %:	0%



FLOORPLANSKETCH

Borrower: Jonathan D. Jura & Chermal S. Jura	File No.: 423223
Property Address: 1122 S Ocean Dr	Case No.: Loan#1218059853
City: Fort Pierce	State: FL
Lender: United Wholesale Mortgage	Zip: 34949

Sketch



3 ft

Living Area	Nonliving Area	
First Floor	1436 ft ² 1 Car Carport	144 ft ²
First Floor	132 ft ² 1 Car Carport	480 ft ²
Total Living Area (rounded):	1568 ft² Total Non-Living Area (rounded):	624 ft²

9

This Instrument Prepared by and Return to:

Andrew Helgesen, P.A.
11380 Prosperity Farms Road, Suite 201
Palm Beach Gardens, Florida 33410
Our File No.: HANSEN
Property Appraisers Parcel Identification (Folio) Number: 2401-810-0004-000/2.
Florida Documentary Stamps in the amount of \$4,725.00 have been paid hereon.

Space above this line for Recording Data _____

WARRANTY DEED

THIS WARRANTY DEED, made the 14 day of May 2018 by **Thomas C. Hansen II**, individually, and as Trustee of the **Thomas C. Hansen, II Revocable Trust u/a/d 4/30/92**, joined by **Carol S. Hansen, his wife**, herein called the Grantor, to **Jonathan D. Jura and Chemai Jura, husband and wife**, whose post office address is **1122 South Ocean Drive, Ft. Pierce, FL 34949**, hereinafter called the Grantees:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of (\$10.00) Ten and No/100 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in St. Lucie County, State of Florida, viz.:

Lot 4, Block 1, Tropical Beach, according to the map or plat thereof as recorded in Plat Book 9, Page 26, Public Records of St. Lucie County, Florida; Less that part lying Easterly of a line as described in Official Records Book 175, Page 2075, of the Public Records of St. Lucie County, Florida and Less a triangle in the Northwest corner described as follows: From the Northwest corner Southerly along the West line a distance of 12 feet thence on a line perpendicular to road Right-of-Way to a Point of Beginning; all lying and being in St. Lucie County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2018 and thereafter.

2018 and thereafter.

The subject property is not now nor as it ever been the homestead of the Grantor. The Grantor resides at the address listed above.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantees that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Thomas C. Hansen II, TRS. (Seal)
Thomas C. Hansen II, individually, and as Trustee of the Thomas C. Hansen, II Revocable Trust u/a/d 4/30/92
Carol S. Hansen (Seal)
Carol S. Hansen

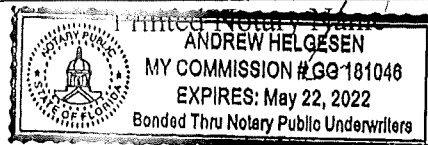
State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 14 day of May, 2018 by **Thomas C. Hansen II, individually, and as Trustee of the Thomas C. Hansen, II Revocable Trust u/a/d 4/30/92, joined by Carol S. Hansen, his wife** who is personally known to me or has produced _____ as identification.

SEAL

Notary Public

My Commission Expires:



Google Maps 1122 S Ocean Dr



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 100 ft



1122 S Ocean Dr

Fort Pierce, FL 34949
Building



Directions



Save



Nearby



Send to your
phone



Share

Photos

Google Maps 1122 S Ocean Dr



Map data ©2020 200 ft



1122 S Ocean Dr

Fort Pierce, FL 34949
Building



Directions



Save



Nearby



Send to your
phone



Share

Photos

RULES & REGULATIONS OF
1122 SOUTH OCEAN DR, FORT PEIRCE FL, 34949

- There is a lockbox on the side of the property with the code to retrieve the key to the property. Place the box back together once you remove the key so sand and salt doesn't get into the lockbox and ruin it. This code is given two days prior to your start date of arrival.
- The kitchen is fully equipped with dishes, pans, small appliances, silverware. Coffee machine is provided.
- There is beach towels and regular in the closet next to the bathroom in the hallway. Towels are in the master bedroom closet.
- Any soiled laundry leave in the laundry room in the cloths hampers or in a pile.
- There is a door under the stairs which has all the beach equipment. It is locked with the same key to get into the property.
- Peaceful enjoyment outside the home during reasonable hours without excessive noise or music.
- Pets need to remain in compliance with local leash and pet fecal disposal laws.
- Please park in the driveway or under the home whenever possible. There is also two off street parking available as first come first serve.
- Do not leave AC on with windows or doors open.
- Do not litter
- Return thermostat to 72 Degrees when check out occurs.
- Do no remove any property belonging to house except beach towels, beach folding chairs, sand toys, umbrellas, and grill.
- Do no give out copies of keys to anyone other than the registered guest(s).
- Do not disturb or harass local wildlife such as sea turtles, manatee and any other wildlife.
- It is unlawful to walk on the sand dunes other then the designated walkway to the beach.
- No toxic chemicals allowed on the property.
- Individuals coming from the beach **MUST** thoroughly wash off all the sand prior to entry into the property. Also, all towels, beach items, etc. must be cleaned out prior to placing them back into the storage area or into the property.
- Remove all trash from the home and yard and place in the designated bins. There is a recycle bin and two trash bins.
- Smoking is prohibited inside the property and within close distance to any entry that is open.
- No illegal drugs are allowed on the property
-



November 18, 2020

Jason Mankoff, Esq.
515 N. Flagler Drive
West Palm Beach, FL 33401

Subject: 1122 South Ocean Drive Conditional Use application for a Dwelling Rental TRC

Dear Mr. Mankoff:

Below please find a summary of the comments for the City of Fort Pierce TRC meeting:

Fort Pierce Planning Department

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than no two vehicles per dwelling rental unit. On-street parking is prohibited.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.
6. Third party liability insurance shall be provided.

Fort Pierce Engineering Department

1. No comment.

Fort Pierce Code Enforcement Division

1. Code Enforcement has an active case for operating a short-term rental without a CU or BTR. This was scheduled for the SM but was continued as the owner lives out of town and just recently received his notices. (He maintained his local address on the Property Appraiser's card.) Code Enforcement has spoken with the attorney/applicant who has confirmed that all the ads have been removed. As long as this remains complied and he moved forward with the CU process, Code Enforcement will not proceed with any enforcement action.

Fort Pierce Building Department

1. Vacation rental properties, including SFR used as transient rentals, shall be regulated through the DBPR, Florida Statute 509.242(c), Florida Administrative Code 61A-43 and will be amended by

any future legislation or directives from the State of Florida. Fire Sprinkler requirements are differed to Fire Marshall pursuant to Florida Administrative Code 69A-43.

Transient Rental of a Single Family Dwelling: Florida Statute 509.242(c) Vacation rental.—A vacation rental is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project.

2. Building Department has no further guidance at this time.

Fort Pierce Police Department

1. No comment.

Fort Pierce Utility Authority

W/WW Engineering: Location is presently a water and wastewater customer of FPUA. If fire protection is required, this service MUST be supplied via a dedicated “stand-alone” fire suppression device. Please contact James Carnes @ (772) 466-1600 extension 3472 if this modification is required.

Electric & Gas Engineering: No comment

St. Lucie County Public Works

1. No comment.



Jennifer Hofmeister

From: Alicia Rosenthal
Sent: Tuesday, November 17, 2020 9:38 AM
To: Vennis Gilmore; Maria Lewicka; Jennifer Hofmeister
Subject: FW: Fort Pierce TRC
Attachments: 2020-11-17 Crossroads Industrial Park Site Plan Comments.docx

FYI

From: Grant M. Chambers <ChambersG@stlucieco.org>
Sent: Tuesday, November 17, 2020 9:30 AM
To: Brandon Creagan <bcreagan@cityoffortpierce.com>; Alicia Rosenthal <arosenthal@cityoffortpierce.com>
Cc: David Hays <haysd@stlucieco.org>; Patrick Dayan <DayanP@stlucieco.org>
Subject: Fort Pierce TRC

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

Good Morning,

Please see attached comments regarding the Crossroads Industrial Park Site Plan. The County Public Works Department does not have comments regarding the following agenda items:

- Skyline Childcare Conditional Use
- Joseph Dwelling Rental Conditional Use
- Jura Dwelling Rental Conditional Use
- Poirier Dwelling Rental Conditional Use
- Gateway Plaza Arcade Conditional Use
- 1318 Boston Avenue Triplex Site Plan
- Colleran Residence Variance
- 33 Annexations

Thank you,

Grant Chambers, P.E. | Civil Engineer | Public Works Department

Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982

facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov



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



THE SUNRISE CITY
FORT PIERCE
 ENGINEERING
 DEPARTMENT

Florida

To : Jennifer Hofmeister, Planning Director

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

JRA

**RE : Jura Dwelling Unit Conditional Use – 1122 S. Ocean Drive
 TRC No. 20-0400022**

RECEIVED

DATE : November 12, 2020

NOV 17 2020

CITY OF FORT PIERCE
 PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on November 6, 2020:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Conditional Use Application | <input type="checkbox"/> Building Construction Plans |
| <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"/> 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 comments

JRA/TST/tst

TST

Q:\ENGINEERING\Site Development Projects\Addresses\1122 S. Ocean\CU\CU Approval - 111220.docx



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

Technical Review Committee Meeting

November 19, 2020

TECHNICAL REVIEW PROJECT # 20- 040000022

Conditional Use – Jura Dwelling Rental - 1122 S. Ocean Drive

Comments

FPUA W/WW Engineering: Approved as Noted: Location is presently a water and wastewater customer of FPUA. If fire protection is required, this service MUST be supplied via a dedicated “stand-alone” fire suppression device. Please contact James Carnes @ (772) 466-1600 extension 3472 if this modification is required.

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.fpua.com





THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"

Florida

Technical Review Committee meeting

November 19th, 2020

Case # 20-04000022

Planner: Jennifer Hofmeister

Conditional Use, No New Construction

1122 South Ocean Dr, Ft. Pierce (Jura dwelling rental)

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.



November 18, 2020

Jason Mankoff, Esq.
515 N. Flagler Drive
West Palm Beach, FL 33401

Subject: 1122 South Ocean Drive Conditional Use application for a Dwelling Rental TRC Comments

Dear Mr. Mankoff:

Below please find a summary of the comments for the City of Fort Pierce TRC meeting:

Fort Pierce Planning Department

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than no two vehicles per dwelling rental unit.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.
6. Third party liability insurance shall be provided.
7. Note that all fees for advertising, mailing, and signs shall be paid upfront with the application fees. These fees can be found on the City website under the Planning Departments page under "*Public Notice Fee*". The City also temporarily reduced some application fees and those can be found under the link "*Fee Schedule – Temporarily Reduced Fees Expire 11/30/2020*".

Fort Pierce Engineering Department

1. No comment.

Fort Pierce Code Enforcement Division

1. Code Enforcement has an active case for operating a short-term rental without a CU or BTR. This was scheduled for the SM but was continued as the owner lives out of town and just recently received his notices. (He maintained his local address on the Property Appraiser's card.) Code Enforcement has spoken with the attorney/applicant who has confirmed that all the ads have been removed. As long as this remains complied and he moved forward with the CU process, Code Enforcement will not proceed with any enforcement action.

Fort Pierce Building Department

1. Vacation rental properties, including SFR used as transient rentals, shall be regulated through the DBPR, Florida Statute 509.242(c), Florida Administrative Code 61A-43 and will be amended by any future legislation or directives from the State of Florida. Fire Sprinkler requirements are differed to Fire Marshall pursuant to Florida Administrative Code 69A-43.

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2. Building Department has no further guidance at this time.

Fort Pierce Police Department

1. No comment.

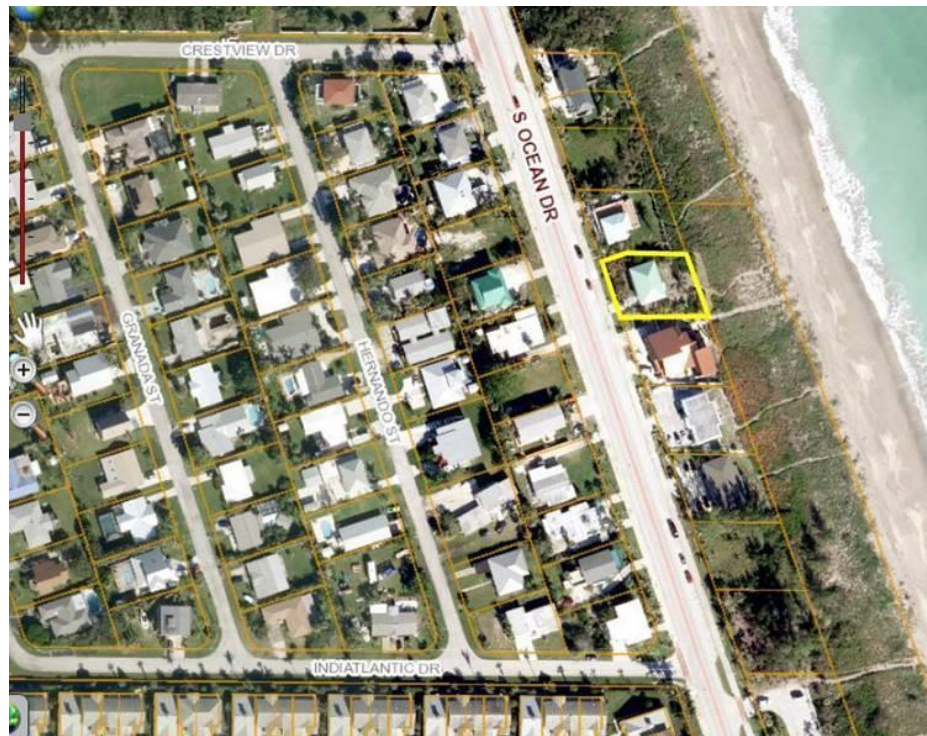
Fort Pierce Utility Authority

W/WW Engineering: Location is presently a water and wastewater customer of FPUA. If fire protection is required, this service MUST be supplied via a dedicated “stand-alone” fire suppression device. Please contact James Carnes @ (772) 466-1600 extension 3472 if this modification is required.

Electric & Gas Engineering: No comment

St. Lucie County Public Works

1. No comment.



Meeting Date: 12/08/2020

Information

REQUESTED ACTION

Conditional Use - Dwelling Rental - 2025 South Ocean Drive

LOCATION

2025 South Ocean Drive

PCN: 2412-503-0051-000-7

RESPONSIBLE STAFF

Jennifer Hofmeiser, AICP, LCAM

Planning Director

RECOMMENDATION

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following five (5) conditions:

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than two (2) vehicles per unit. On-street parking is prohibited.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

Attachments

Staff Report & Supporting Documents

Applicant Packet & Supporting Documents

TRC packet

Form Review

Form Started By: Jennifer Hofmeister

Started On: 12/02/2020 02:33 PM

Final Approval Date: 12/02/2020



TO: Members of the City of Fort Pierce Planning Board

FROM: Jennifer Hofmeister, AICP, LCAM, Planning Director

RE: **Conditional Use Approval with No New Construction-
 Joseph Dwelling Rental – 2025 South Ocean Drive
 (20- 040000021)**

BOARD DATE: December 8, 2020

STAFF REPORT

Owner: Jonathan and Wendy Joseph
 2025 South Ocean Drive
 Fort Pierce, FL 34949

Applicant: Michelle Longarzo
 715 South Ocean Drive Unit D
 Fort Pierce, FL 34949

Applicant’s Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months. The minimum rental period is two (2) days.

Location(s): 2025 South Ocean Drive

Parcel ID: 2412-503-0051-000-7

Future Land Use: Low Density Residential (RL)

Current Zoning: Single-Family Intermediate Density (R-2)

Surrounding FLU:

North	East	South	West
RL	RL	(SLC) HIRD	RL

Surrounding Zoning:

North	East	South	West
R-2	R-2	(SLC) RS	R-2

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 125-187 and 125-236 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental located at 1122 South Ocean Drive. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of less than 30 days.

The subject building is two (2)-story, three (3) bedroom, two (2) bath home consisting of 4,182 gross square feet. The subject site is surrounded by single-family residences to the north, east, and west. To the south is vacant land within the St. Lucie County jurisdiction. The subject site has a Future Land Use designation of Low Density Residential (RL) with a compatible zoning designation of Single-Family Intermediate Density (R-2). Per City Code Section 125-187. – Allowed Uses; Dwelling Rentals are classified as a Conditional Use in the R-2 zoning district.



Dwelling Rentals

Pursuant to City Code Section 125-3. – 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 that is rented for periods of less than one (1) month. Pursuant to Florida State Statute 509.242, declaring the use a “Vacation Rental,” defines such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three (3) times in a calendar year for periods of less than 31 days or one (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 31 days.

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

Table 1 – Dwelling and Vacation Rental Definitions

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

Future Land Use and Zoning

The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half dwelling units per acre.

The R-2 zoning district is designed mainly for areas of single-family dwellings with an average net density of less than five units per acre for conventional developments. In addition to housing, various public facilities and other nonresidential uses are permitted under the conditions and safeguards referred to in this section. Areas in this classification should have public water and sewer service.

Parking

Pursuant to City Code Section 125-(d)b, motels, hotels, and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger.

Conditional Use

As stated in City Code Section 125-235, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee

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

Staff Recommendation:

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following five (5) conditions:

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than two (2) vehicles per unit. On-street parking is prohibited.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

AERIAL MAP



Conditional Use Approval
Joseph Dwelling Rental
2025 South Ocean Drive



FUTURE LAND USE MAP



Conditional Use Approval
Joseph Dwelling Rental
2025 South Ocean Drive



ZONING MAP



Conditional Use Approval
Joseph Dwelling Rental
2025 South Ocean Drive





Conditional Use – No New Construction

Property address or Location Joseph ~~XXXXXX~~ Jonathan
 Parcel ID #(s) 2412-503-0051-000-7
 Project description 2 day short term rental

Jonathan & Wendy Joseph
Property Owner(s)
2025 South Ocean Drive
 Street Address
Hutchinson Island FL 34949
 City State Zip
 Phone Number
 Email Address

Michelle Longarzo / Slice of Paradise, LLC
Applicant/Representative, Title, Company
715 South Ocean Drive Unit D
 Street Address
Hutchinson Island FL 34949
 City State Zip
772-708-4557
 Phone Number
SliceofparadiseFL@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.

[Signature]
 Property Owner(s) Signature(s)

STATE OF FLORIDA – COUNTY
 The foregoing instrument was acknowledged before me this 14 day of November, 2020, by

Jonathan Joseph who is personally known to me or has produced

[Signature] as identification.
 Signature of Notary



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

TO BE COMPLETED BY STAFF

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

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

Intake Date Stamp

Jennifer Hofmeister

From: Slice of Paradise <sliceofparadisefl@gmail.com>
Sent: Thursday, October 15, 2020 8:12 PM
To: Jennifer Hofmeister; jonathan.joseph7
Subject: Fwd: Executed Conditional Use

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

Please send Mr Joseph all bills and fees. Please confirm receipt.

Thanks, Michelle

Justice cannot be for one side alone, but must be for both. -Eleanor Roosevelt

Begin forwarded message:

From: "jonathan.joseph7" <jonathan.joseph7@gmail.com>
Date: October 15, 2020 at 10:29:20 AM EDT
To: Michelle Longarzo <sliceofparadisefl@gmail.com>
Subject: Executed Conditional Use

Hi,

Please see attached.

:)

Jonathan Joseph

PO BOX 7244
Port Saint Lucie FL 34985
Tel. 786 469 0846

Sent from my T-Mobile 4G LTE Device

Property Identification

Site Address: 2025 S OCEAN DR
 Use Type: 0100
 Parcel ID: 2412-503-0051-000-7
 Jurisdiction: Fort Pierce
 Account #: 24111
 Map ID: 24/12N
 Sec/Town/Range: 12/35S/40E
 Zoning: SF Interme

Ownership

Ted L Hollander (TR)
 Kristin G Hollander (TR)
 9145 Holly Oak LN
 Jupiter, FL 33478

Legal Description

SURFSIDE-UNIT TWO- BLK 13 LOT 8 (OR 3762-416; 3828-1362)

Current Values

Just/Market: \$348,800
 Assessed: \$344,329
 Exemptions: \$0
 Taxable: \$344,329

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2020	\$348,800	\$344,329	\$0	\$344,329
2019	\$321,700	\$313,027	\$0	\$313,027
2018	\$290,200	\$284,570	\$0	\$284,570

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
12-02-2015	3828 / 1362	0111	QC	Hollander Kristin G	\$100
12-02-2015	3828 / 1362	0111	QC	Hollander Ted L	\$100
06-18-2015	3762 / 0416	0001	WD	Uff Gregory	\$283,800

Primary Building Information

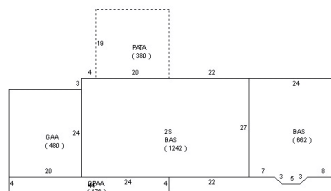
Finished Area of this building: 3,146 SF
 Gross Sketched Area: 4,182 SF

Exterior Data

View:	Roof Cover: Dim Shingle	Roof Structure: Gable	Building Type: HC
Year Built: 1973	Frame:	Grade: C	Effective Year: 1984
Primary Wall: Hrd Plnk WF	Story Height: 2 Story	No. Units: 1	Secondary Wall:

Interior Data

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



Total Areas

Finished/Under Air (SF):	3,146
Gross Sketched Area (SF):	4,182
Land Size (acres):	0.28
Land Size (SF):	12,350
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
Driv-Concret	1	1200	1973
VINYLFENCE6'	1	158	2015

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1* **PARTIES:** Ted L Hollander Kristin G Hollander ("Seller"),
2* and Jonathan Joseph ("Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

- 7* (a) Street address, city, zip: 2025 S Ocean Drive, Fort Pierce, FL 34949
- 8* (b) Located in: St. Lucie County, Florida. Property Tax ID #: 241250300510007
- 9* (c) Real Property: The legal description is SURFSIDE-UNIT TWO- BLK 13 LOT 8 (OR 3762-416; 3828-1362)

10
11
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
18 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate
19 and other access devices, and storm shutters/panels ("Personal Property").

20* Other Personal Property items included in this purchase are: All Furniture and Fixtures. All Dishware and all
21 Appliances are included

22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 23* (e) The following items are excluded from the purchase: Internet router and modem

24

25 **PURCHASE PRICE AND CLOSING**

26* **2. PURCHASE PRICE** (U.S. currency):.....\$ 440000

- 27* (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)**\$ 1000
28 The initial deposit made payable and delivered to "Escrow Agent" named below
29* **(CHECK ONE):** (i) accompanies offer or (ii) is to be made within 3 (if left
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
31 **OPTION (ii) SHALL BE DEEMED SELECTED.**

32* Escrow Agent Information: Name: First International Title
33* Address: 201 SW Port St. Lucie Blvd, ste 205, Port St. Lucie, FL 34984
34* Phone: (772) 465-8533 E-mail: nancy.perella@firstintitle.com Fax: _____

- 35* (b) Additional deposit to be delivered to Escrow Agent within 10 (if left blank, then 10)
36* days after Effective Date\$ 4000

37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- 38* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8..... 352000

39* (d) Other: _____ \$ _____

- 40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
41* transfer or other **COLLECTED** funds\$ 83000

42 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

- 44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45* 10/06/2020, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.

- 48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

- 50 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
52* ("Closing") on Or Before November 10th, 2020 ("Closing Date"), at the time established by the Closing Agent.

53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
- 55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
- 56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
- 57 period shall not exceed 10 days.
- 58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
- 59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
- 60 extended as provided in STANDARD G.

61 **6. OCCUPANCY AND POSSESSION:**

- 62 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the
- 63 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed
- 64 all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices
- 65 and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of
- 66 loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date,
- 67 and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- 68 * (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
- 69 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
- 70 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
- 71 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that
- 72 the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery
- 73 of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer
- 74 shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.
- 75 Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to
- 76 be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

77 * **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
78 * this Contract; may assign but not be released from liability under this Contract; or may not assign this
79 Contract.

80 **FINANCING**

81 **8. FINANCING:**

82 * (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's
83 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges
84 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend
85 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

86 * (b) This Contract is contingent upon Buyer obtaining approval of a conventional FHA VA or other
87 * _____ (describe) loan within _____ (if left blank, then 30) days after Effective Date ("Loan Approval
88 * Period") for **(CHECK ONE):** fixed, adjustable, fixed or adjustable rate in the Loan Amount (See Paragraph
89 * 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's
90 * creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

91 * (i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days
92 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms
93 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale
94 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

95 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a
96 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited
97 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's
98 mortgage broker and lender in connection with Buyer's mortgage loan application.

99 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,
100 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose
101 such status and progress, and release preliminary and finally executed closing disclosures and settlement
102 statements, to Seller and Broker.

103 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

104 (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to
105 expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been
106 unable to obtain Loan Approval and has elected to either:

- 107 (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
- 108 (2) terminate this Contract.

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see rider for terms).

(d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

(ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

164 * (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller shall furnish a copy of a prior owner's policy
165 of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence,
166 which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C)
167 municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's
168 * policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____
169 (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

170 (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property
171 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
172 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

173 * (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
174 * _____ at a cost not to exceed \$ _____. A home
175 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
176 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

177 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
178 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
179 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
180 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
181 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
182 be paid in installments (**CHECK ONE**):

183 * (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
184 Installments prepaid or due for the year of Closing shall be prorated.

185 * (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

186 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

187 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
188 (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

189 DISCLOSURES

190 10. DISCLOSURES:

191 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
192 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
193 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
194 radon and radon testing may be obtained from your county health department.

195 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
196 does not know of any improvements made to the Property which were made without required permits or made
197 pursuant to permits which have not been properly closed. If Seller identifies permits which have not been
198 properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans,
199 written documentation or other information in Seller's possession, knowledge, or control relating to
200 improvements to the Property which are the subject of such open permits or unpermitted improvements.

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

203 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
204 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
205 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
206 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
207 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
208 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
209 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
210 * may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
211 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
212 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
213 designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums
214 for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured
215 or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial
216 rating.

217 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
218 required by Section 553.996, F.S.

- 219 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
 220 mandatory.
- 221 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
 222 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
 223 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 224 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 225 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
 226 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
 227 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
 228 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
 229 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 230 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
 231 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
 232 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
 233 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
 234 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
 235 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
 236 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
 237 FIRPTA.
- 238 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
 239 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
 240 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
 241 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
 242 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
 243 building, environmental or safety code violation.

244 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

245 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
 246 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
 247 IS Maintenance Requirement").

248 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 249* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 10 (if left blank, then 15)
 250 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
 251 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
 252 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
 253 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
 254 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
 255 be released of all further obligations under this Contract; however, Buyer shall be responsible for
 256 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
 257 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
 258 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
 259 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
 260 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
 261 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
 262 repairs and improvements required by Buyer's lender.
- 263 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
 264 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
 265 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
 266 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
 267 Maintenance Requirement and has met all other contractual obligations.
- 268 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
 269 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
 270 written documentation or other information in Seller's possession, knowledge, or control relating to
 271 improvements to the Property which are the subject of such open or needed Permits, and shall promptly
 272 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
 273 such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

329 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
330 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
331 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
332 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

333 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
334 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
335 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
336 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
337 performance.

338 This Paragraph 15 shall survive Closing or termination of this Contract.

339 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
340 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled
341 as follows:

342 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
343 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
344 16(b).

345 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
346 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
347 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
348 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
349 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
350 16 shall survive Closing or termination of this Contract.

351 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
352 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
353 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover
354 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the
355 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

356 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

357 **18. STANDARDS:**

358 **A. TITLE:**

359 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
360 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
361 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
362 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
363 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
364 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
365 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
366 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
367 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
368 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
369 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
370 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
371 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall
372 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
373 with law.

374 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
375 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
376 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
377 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
378 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
379 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
380 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
381 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
382 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
390 thereby releasing Buyer and Seller from all further obligations under this Contract.

391 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
392 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
393 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
394 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
395 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
396 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
397 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
398 preparation of such prior survey, to the extent the affirmations therein are true and correct.

399 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
400 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
411 thereunder.

412 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
413 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
414 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
415 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
416 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
417 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges
418 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been
419 paid or will be paid at Closing.

420 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other
421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur
423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property
424 is located) of the next business day.

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of
427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force
428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,
429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent
430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents
432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under
433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering
434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
437 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

553 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
 554 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
 555 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 556 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the
 557 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 558 disbursement in accordance with the final determination of the IRS, as applicable.

559 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 560 8288 and 8288-A, as filed.

561 **W. RESERVED**

562 **X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller**
 563 **and against any real estate licensee involved in the negotiation of this Contract for any damage or defects**
 564 **pertaining to the physical condition of the Property that may exist at Closing of this Contract and be**
 565 **subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This**
 566 **provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive**
 567 **Closing.**

ADDENDA AND ADDITIONAL TERMS

568
 569 * **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
 570 Contract (**Check if applicable**):

- | | | |
|--|---|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> T. Pre-Closing Occupancy |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> V. Sale of Buyer's Property |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Control | <input type="checkbox"/> W. Back-up Contract |
| <input type="checkbox"/> E. FHA/VA Financing | Line | <input type="checkbox"/> X. Kick-out Clause |
| <input checked="" type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> G. Short Sale | <input checked="" type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> CC. Miami-Dade County
Special Taxing District
Disclosure |
| | | <input type="checkbox"/> Other: _____

_____ |

571 * **20. ADDITIONAL TERMS:** Seller to provide Sellers Disclosure within 5days after contract effective date.
 572 Seller to provide Elevation Certificate within 5 days after contract effective date.
 573 _____
 574 _____
 575 _____
 576 _____
 577 _____
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 581 _____
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 587 _____

COUNTER-OFFER/REJECTION

- 588
 589 * Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 590 deliver a copy of the acceptance to Seller).
 591 * Seller rejects Buyer's offer.

592
593

594

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

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

595
596
597
598

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

599
600

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

601*

Buyer: _____ *[Signature]* _____ Date: Oct 5, 2020

602*

Buyer: _____ Date: _____

603*

Seller: _____ *Ted Hollander* _____ Date: Oct 5, 2020

604*

Seller: _____ *Kristin Hollander* _____ Date: Oct 5, 2020

605
606*
607*
608*

Buyer's address for purposes of notice _____ Seller's address for purposes of notice _____

609
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613
614

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

615*
616

Cooperating Sales Associate, if any

Listing Sales Associate

617*
618

Cooperating Broker, if any

Listing Broker

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Ted L Hollander (TR) Kristin G Hollander (TR) (SELLER) and Jonathan Joseph (BUYER) concerning the Property described as 2025 S Ocean Drive, Fort Pierce, FL 34949

Buyer's Initials JJ _____

Seller's Initials TH KH

F. APPRAISAL CONTINGENCY

This Contract is contingent upon Buyer obtaining, at Buyer's expense, a written appraisal from a licensed Florida appraiser, on or before 10 (if left blank, then at least ten (10) days prior to Closing), stating that the appraised value of the Property is at least \$ 440000 (if left blank, the Purchase Price). If the appraisal states that the appraised value of the Property is less than the above value, Buyer shall deliver a copy of such appraisal to Seller within 3 days after the above date and deliver written notice to Seller, either: a) terminating this Contract in which event the Deposit paid shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract; or b) waiving and removing this contingency and continuing with this Contract without regard to the appraised value of the Property, except as provided in Paragraph 8(b) if it is checked.

If Buyer fails to timely obtain an appraisal, or having timely obtained such appraisal fails to timely deliver notice of Buyer's exercise of the right to terminate granted above, this contingency shall be waived and removed, and Buyer shall continue with this Contract, without waiving any of Buyer's rights in Paragraph 8(b) if it is checked.



November 18, 2020

Michelle Longarzo
715 S. Ocean Drive
Fort Pierce, FL 34949
sliceofparadisefl@gmail.com

Subject: Jonathan Joseph Dwelling Rental -2025 South Ocean Drive Conditional Use application for TRC

Dear Michelle,

Below please find a summary of the comments for the City of Fort Pierce TRC meeting:

Fort Pierce Planning Department

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than no two vehicles per dwelling rental unit. On-street parking is prohibited.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

Fort Pierce Engineering Department

1. No comment.

Fort Pierce Code Enforcement Division

1. No comments from Code Enforcement – there is no active or prior cases at this location. The provided narrative appears to cover all the typical issues.

Fort Pierce Building Department

1. Vacation rental properties, including SFR used as transient rentals, shall be regulated through the DBPR, Florida Statute 509.242(c), Florida Administrative Code 61A-43 and will be amended by any future legislation or directives from the State of Florida.
2. Fire Sprinkler requirements are deferred to Fire Marshall pursuant to Florida Administrative Code 69A-43.
3. Transient Rental of a Single Family Dwelling: Florida Statute 509.242(c) Vacation rental.—A vacation rental is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project.
4. Building Department has no further guidance at this time.

Fort Pierce Police Department

1. No comment.

Fort Pierce Utility Authority

W/WW Engineering:

1. Location is presently a water and wastewater customer of FPUA. If fire protection is required, this service MUST be supplied via a dedicated "stand-alone" fire suppression device. Please contact James Carnes @ (772) 466-1600 extension 3472 if this modification is required.

Electric & gas Engineering:

1. No comment.

St. Lucie County Public Works

1. No comment.



Jennifer Hofmeister

From: Alicia Rosenthal
Sent: Tuesday, November 17, 2020 9:38 AM
To: Vennis Gilmore; Maria Lewicka; Jennifer Hofmeister
Subject: FW: Fort Pierce TRC
Attachments: 2020-11-17 Crossroads Industrial Park Site Plan Comments.docx

FYI

From: Grant M. Chambers <ChambersG@stlucieco.org>
Sent: Tuesday, November 17, 2020 9:30 AM
To: Brandon Creagan <bcreagan@cityoffortpierce.com>; Alicia Rosenthal <arosenthal@cityoffortpierce.com>
Cc: David Hays <haysd@stlucieco.org>; Patrick Dayan <DayanP@stlucieco.org>
Subject: Fort Pierce TRC

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

Good Morning,

Please see attached comments regarding the Crossroads Industrial Park Site Plan. The County Public Works Department does not have comments regarding the following agenda items:

- Skyline Childcare Conditional Use
- Joseph Dwelling Rental Conditional Use
- Jura Dwelling Rental Conditional Use
- Poirier Dwelling Rental Conditional Use
- Gateway Plaza Arcade Conditional Use
- 1318 Boston Avenue Triplex Site Plan
- Colleran Residence Variance
- 33 Annexations

Thank you,

Grant Chambers, P.E. | Civil Engineer | Public Works Department

Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982

facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov



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



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

Technical Review Committee Meeting

November 19, 2020

TECHNICAL REVIEW PROJECT # 20- 040000021

Conditional Use – Joseph Dwelling Rental – 2025 South Ocean Drive

Comments

FPUA W/WW Engineering: Approved as Noted: Location is presently a water and wastewater customer of FPUA. If fire protection is required, this service MUST be supplied via a dedicated “stand-alone” fire suppression device. Please contact James Carnes @ (772) 466-1600 extension 3472 if this modification is required.

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.fpua.com





Technical Review Committee meeting

November 19th, 2020

Case # 20-04000021

Planner: Jennifer Hoffmeister

Conditional Use, No New Construction

2025 South Ocean Dr, Ft. Pierce (Joseph dwelling rental)

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Jennifer Hofmeister

From: Alicia Rosenthal
Sent: Tuesday, November 17, 2020 12:18 PM
To: Brandon Creagan; Jennifer Hofmeister; Maria Lewicka; Rebeca Guerra; Vennis Gilmore
Subject: FW: REVISED: City of Ft. Pierce - TRC Comments Due

FYI

From: SANDERS, MARVIN E. <marvin.sanders@stlucieschools.org>
Sent: Tuesday, November 17, 2020 12:04 PM
To: Alicia Rosenthal <arosenthal@cityoffortpierce.com>; Karen Murphy <kmurphy@cityoffortpierce.com>; Julie Bye <jbye@cityoffortpierce.com>; Shaun Coss <scoss@cityoffortpierce.com>; Ben Balcer <balcerb@stlucieco.org>; Cassandra Davis <cddavis@fppd.org>; Grant Chambers <ChambersG@stlucieco.org>; David Hays <haysd@stlucieco.org>; dekleM <dekleM@stlucieco.org>; Diane Hobley-Burney <dhobley-burney@fppd.org>; Dingy <dingy@stlucieco.org>; djohnson <djohnson@fppwd.com>; dspotts@fppd.org; FPUA <www_FPUA@fpua.com>; J Nentwick <nentwickj@stlucieco.org>; Jacolby Washington <jwashington@cityoffortpierce.com>; Jason Mittler <jmittler@fpua.com>; James Carnes <jcarnes@fpua.com>; Javier Cisneros <jcisneros@fpua.com>; Kenny Norris <knorris@fppd.org>; Keymail FPUA <keymail@fpua.com>; Kori Benton <bentonk@stlucieco.org>; Larry Lammers <lammers@fpua.com>; larry.hymowitz@dot.state.fl.us; lbianco@fpua.com; Leslie Olson <olsonl@stlucieco.org>; Linda Cox <lcox@cityoffortpierce.com>; Linda Pendarvis <pendarvisl@stlucieco.org>; Lydia Santiago <lsantiago@fpua.com>; Martha Kerr <mkerr@fpua.com>; Mike Reals <mreals@cityoffortpierce.com>; Paul Bertram <pbertram@cityoffortpierce.com>; Paul Laguerre <plaguerre@fpua.com>; Paul Langel <plangel@slcfd.org>; Paul Thomas <pthomas@cityoffortpierce.com>; Peggy Arraiz <parraiz@cityoffortpierce.com>; Peter Buchwald <buchwaldp@stlucieco.org>; R Ridle <rridle@fppd.org>; Ron Reed <ReedR@stlucieco.org>; RevordJ@stlucieco.org; Tracy Telle <ttelle@cityoffortpierce.com>; Venetia Barnes <vbarnes@cityoffortpierce.com>; Wayne Boyer <wboyer@slcfd.org>
Subject: Re: REVISED: City of Ft. Pierce - TRC Comments Due

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

We have reviewed the projects on the TRC agenda and have no comments.

Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County
9461 Brandywine Lane, Room 2-303
Port St. Lucie, FL 34986



office 772.429.7547

cell 772.216.5755 **GENDA**

Fort Pierce Technical Review C
Thursday, Novem

1. **New Business:**
 - a. [Conditional Use with No New Construction - Skyline Childcare - 4812 S. US Highway](#)
 - b. [Conditional Use with No New Construction - Joseph Dwelling Rental - 2025 S. Ocean](#)
 - c. [Conditional Use with No New Construction - Jura Dwelling Rental - 1122 S. Ocean D](#)
 - d. [Conditional Use with No New Construction - Poirier Dwelling Rental - 1341 Binney Dri](#)
 - e. [Conditional Use with No New Construction – Gateway Plaza Arcade – 2051 S. US Hi](#)
 - f. [Site Plan - Crossroads Industrial - Parcel ID: 2325-122-0002-000-3 *Click to View*](#)
 - g. [Minor Site Plan - Two Triplexes - 1318 Boston Avenue *Click to View*](#)
 - h. [Variance - Colleran Residence - 1675 Thumb Point Drive *Click to View*](#)
 - i. [Annexation - 33 Parcels *Click to View*](#)

From: Alicia Rosenthal

Sent: Thursday, November 5, 2020 6:18 PM

To: Alicia Rosenthal <arosenthal@cityoffortpierce.com>; Karen Murphy <kmurphy@cityoffortpierce.com>; Julie Bye <jbye@cityoffortpierce.com>; Shaun Coss <scoss@cityoffortpierce.com>; Ben Balcer <balcerb@stlucieco.org>; Cassandra Davis <cddavis@fppd.org>; Grant Chambers <ChambersG@stlucieco.org>; David Hays <haysd@stlucieco.org>; deklem <deklem@stlucieco.org>; Diane Hobley-Burney <dhobley-burney@fppd.org>; Dingy <dingy@stlucieco.org>; djohnson <djohnson@fppwd.com>; dspotts@fppd.org <dspotts@fppd.org>; FPUA <www_FPUA@fpu.com>; J Nentwick <nentwickj@stlucieco.org>; Jacolby Washington <jwashington@cityoffortpierce.com>; Jason Mittler <jmittler@fpu.com>; James Carnes <jcarnes@fpu.com>; Javier Cisneros <jcisneros@fpu.com>; Kenny Norris <knorris@fppd.org>; Keymail FPUA <keymail@fpu.com>; Kori Benton <bentonk@stlucieco.org>; Larry Lammers <lammers@fpu.com>; larry.hymowitz@dot.state.fl.us <larry.hymowitz@dot.state.fl.us>; lbianco@fpu.com <lbianco@fpu.com>; Leslie Olson <olsonl@stlucieco.org>; Linda Cox <lcx@cityoffortpierce.com>; Linda Pendarvis <pendarvisl@stlucieco.org>; Lydia Santiago <lsantiago@fpu.com>; Martha Kerr <mkerr@fpu.com>; SANDERS, MARVIN E. <marvin.sanders@stlucieschools.org>; Mike Reals <mreals@cityoffortpierce.com>; Paul Bertram <pbertram@cityoffortpierce.com>; Paul Laguerre <plaguerre@fpu.com>; Paul Langel <plangel@slcfd.org>; Paul Thomas <pthomas@cityoffortpierce.com>; Peggy Arraiz <parraiz@cityoffortpierce.com>; Peter Buchwald <buchwaldp@stlucieco.org>; R Ridle <rridle@fppd.org>; Ron Reed <ReedR@stlucieco.org>; RevordJ@stlucieco.org <RevordJ@stlucieco.org>; Tracy Telle <ttelle@cityoffortpierce.com>; Venetia Barnes <vbarnes@cityoffortpierce.com>; Wayne Boyer <wboyer@slcfd.org>

Subject: REVISED: City of Ft. Pierce - TRC Comments Due

When: Tuesday, November 17, 2020 8:00 AM-8:30 AM.

Where:

Good morning TRC,

A new item was added to the 11/19/20 TRC agenda.

Conditional Use with No New Construction – 1341 Binney Drive – Dwelling Rental

See attached revised agenda.

Alicia

-----Original Appointment-----

From: Alicia Rosenthal

Sent: Thursday, November 05, 2020 6:18 PM

To: Ben Balcer; Cassandra Davis; Damian Spotts; David Hays; deklem; Diane Hobley-Burney; Dingy; djohnson; FPUA; Grant Chambers; J Nentwick; Jacolby Washington; James Carnes; Jason Mittler; Javier Cisneros; Kenny Norris; Keymail FPUA; Kori Benton; Larry Lammers; larry.hymowitz@dot.state.fl.us; Leslie Olson; Linda Cox; Linda Pendarvis; Lydia Santiago; Martha Kerr; Marty Sanders; Mike Reals; Paul Bertram; Paul Laguerre; Paul Langel; Paul Thomas; Peggy Arraiz; Peter Buchwald; R Ridle; RevordJ@stlucieco.org; Ron Reed; Tracy Telle; Venetia Barnes; Wayne Boyer

Cc: Shaun Coss; Karen Murphy; Julie Bye

Subject: City of Ft. Pierce - TRC Comments Due

When: Tuesday, November 17, 2020 8:00 AM-8:30 AM (UTC-05:00) Eastern Time (US & Canada).

Where:

Please accept this invitation as a reminder that the November 19, 2020 Technical Review Committee (TRC) meeting comments are due today. There will not be a physical TRC meeting. Planning staff will send all the comments to the applicant and follow up with a conference call with the applicant to discuss the comments.

Meeting Date: 12/08/2020

Information

REQUESTED ACTION

Conditional Use - Dwelling Rental - 1341 Binney Drive, Unit A & B

LOCATION

1341 Binney Drive Unit A and B

PCN: 2401-601-0032-000-5

RESPONSIBLE STAFF

Jennifer Hofmeister, AICP, LCAM

Planning Director

RECOMMENDATION

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following five (5) conditions:

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than two (2) vehicles per unit. On-street parking is prohibited.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

Attachments

Staff Report & Supporting Documents

Applicant Packet & Supporting Documents

TRC packet

Form Review

Form Started By: Jennifer Hofmeister

Started On: 12/02/2020 02:53 PM

Final Approval Date: 12/02/2020



TO: Members of the City of Fort Pierce Planning Board

FROM: Jennifer Hofmeister, AICP, LCAM, Planning Director

RE: **Conditional Use Approval with No New Construction–
 Poirier Dwelling Rental – 1341 Binney Drive Unit A and B
 (20- 040000023)**

BOARD DATE: December 8, 2020

STAFF REPORT

Owner: Neil Poirier
 1341 Binney Drive Unit A & B
 Fort Pierce, FL 34949

Applicant: Michelle Longarzo
 715 South Ocean Drive Unit D
 Fort Pierce, FL 34949

Applicant’s Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months. The minimum rental period is a minimum of two (2) days.

Location(s): 1341 Binney Drive Unit A and B

Parcel ID: 2401-601-0032-000-5

Future Land Use: Hutchinson Island Residential (HIR)

Current Zoning: Hutchinson Island Medium Density Residential (R-4A)

Surrounding FLU:

North	East	South	West
HIR	Ocean	HIR	HIR

Surrounding Zoning:

North	East	South	West
R4A	Ocean	R4-A	R4-A

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 125-187 and 125-236 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Dwelling Rental located at 1341 Binney Drive Unit A and B. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of less than 30 days.

The subject building is a duplex consisting of a total of 2,323 gross square feet. The surrounding area is comprised of both single family and multi-family development to the north, south, east, and west. The subject site has a Future Land Use designation of Hutchinson Island residential (HIR) with a compatible zoning designation of Hutchinson Island Medium Density Residential Zone (R-4A). Per City Code Section 125-187. – Allowed Uses; Dwelling Rentals are classified as a Conditional Use in the R-4A zoning district.



Dwelling Rentals

Pursuant to City Code Section 125-3. – 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 that is rented for periods of less than one (1) month. Pursuant to Florida State Statute 509.242, declaring the use a "Vacation Rental," defines such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three (3) times in a calendar year for periods of less than 31 days or one (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 31 days.

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

Table 1 – Dwelling and Vacation Rental Definitions

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

Future Land Use and Zoning

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

The R-4A zone is compatible with the HIR Future Land Use designation. 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.

Parking

Pursuant to City Code Section 125- (d)b, motels, hotels, and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger.

Conditional Use

As stated in City Code Section 125-235, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee

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

Staff Recommendation

The proposed use presents the provision for short-term lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following five (5) conditions:

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than two (2) vehicles per unit. On-street parking is prohibited.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

AERIAL MAP



Conditional Use Approval
Poirier Dwelling Rental
1341 Binney Drive Unit A & B



FUTURE LAND USE MAP



Conditional Use Approval
Poirier Dwelling Rental
1341 Binney Drive Unit A & B



ZONING MAP



Conditional Use Approval
Poirier Dwelling Rental
1341 Binney Drive Unit A & B





TO: Technical Review Committee

FROM: Jennifer Hofmeister, AICP, LCAM

RE: **Technical Review Project #20- 040000023**

Meeting Date: November 10, 2020

Conditional Use – Poirier Dwelling Rental – 1341 Binney Drive

The above referenced Conditional Use with No New Construction is being submitted for your review and comment. The request seeks to establish a Dwelling Rental, offering lodging for a minimum of two (2) days and a maximum of less than six (6) months.

The subject site has a Future Land Use designation of Hutchinson Island residential (HIR) with a compatible zoning designation of Hutchinson Island Medium Density Residential Zone (R-4A). Per City Code Section 125-187. – Allowed Uses; Dwelling Rentals are classified as a Conditional Use in the R-4A zoning district.

Please send all comments to the following emails: jhofmeister@cityoffortpierce.com and arosenthal@cityoffortpierce.com or through interoffice mail to the Planning Department. If you have comments please respond at minimum, two days before the Technical Review Committee Meeting (November 17, 2020 - Tuesday).

Please do not hesitate to contact me should you require any additional information at 772-467- 3730.

Thank you.



Conditional Use – No New Construction

Property address or Location 1341 BINNEY DR
 Parcel ID #(s) 2401-601-0032-000-5
 Project description 2 day short term rentals

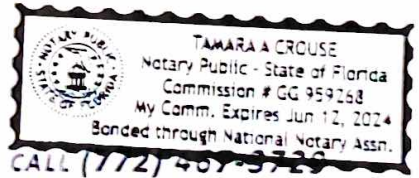
Neil M Poirer
 Property Owner(s)
 1341 Binney Drive Unit A & B
 Street Address
 Fort Pierce, Florida 34949
 City State Zip
 772-801-1819
 Phone Number
 neeled@gmail.com
 Email Address

Michelle Longarzo
 Applicant/Representative, Title, Company
 715 South Ocean Drive Unit D
 Street Address
 Fort Pierce, Florida 34949
 City State Zip
 772-708-4557
 Phone Number
 sicediparadisell@gmail.com
 Email Address

Property Owner(s) Acknowledgement: - 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 the 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.

Neil M Poirer
 Property Owner(s) Signature(s)

STATE OF FLORIDA – COUNTY Martin
 The foregoing instrument was acknowledged before me this 6 day of Nov, 2020 by
Neil M Poirer who is personally known to me or has produced
FDL Pub0-633-70-1260 as identification.
Tamara A Crouse
 Signature of Notary

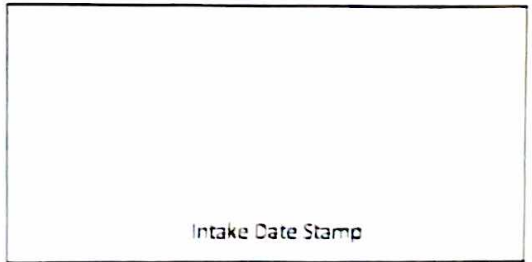


INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3723

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 _____



Property Identification

Site Address: 1341 BINNEY DR
 Parcel ID: 2401-601-0032-000-5
 Account #: 15172
 Map ID: 24/01C
 Sec/Town/Range: 01/35S/40E
 Zoning: HI Medium
 Use Type: 0800
 Jurisdiction: Fort Pierce

Ownership

Neil M Poirier
 1341 Binney DR Apt B
 Fort Pierce, FL 34949

Legal Description

REVISED PLAT OF BLKS 17, 21 AND 22 OF FT PIERCE BEACH S/D BLK 22 LOT 4 (OR 3407-1852)

Current Values

Just/Market: \$221,000
 Assessed: \$221,000
 Exemptions: \$50,000
 Taxable: \$171,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2020	\$221,000	\$221,000	\$50,000	\$171,000
2019	\$220,800	\$220,800	\$50,000	\$170,800
2018	\$179,400	\$135,229	\$0	\$135,229

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
06-28-2012	3407 / 1852	0001	WD	Marangelli Angela	\$100,000
07-16-2004	2022 / 2971	XX00	WD	Bartlett John M	\$272,800
11-20-2000	1343 / 2543	XX00	WD	Dragan C Semone	\$110,000

Primary Building Information

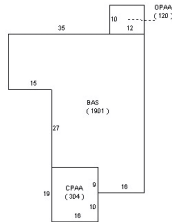
Finished Area of this building: 1,901 SF
 Gross Sketched Area: 2,325 SF

Exterior Data

View: Roof Cover: Dim Shingle Roof Structure: Gable Building Type: MFH
 Year Built: 1971 Frame: Grade: MFAQ Effective Year: 1973
 Primary Wall: CB Stucco Story Height: 1 Story No. Units: 2 Secondary Wall:

Interior Data

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



Total Areas

Finished/Under Air (SF):	1,901
Gross Sketched Area (SF):	2,325
Land Size (acres):	0.17
Land Size (SF):	7,188
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
WOOD FEN 6'	1	145	2001



November 18, 2020

Michelle Longarzo
715 S. Ocean Drive
Fort Pierce, FL 34949
sliceofparadisefl@gmail.com

Subject: Neil M. Poirier Dwelling Rental -1341 Binney Drive Unit A & B Conditional Use application for TRC

Dear Michelle,

Below please find a summary of the comments for the City of Fort Pierce TRC meeting:

Fort Pierce Planning Department

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.
4. There shall be a limitation of no more than no two vehicles per dwelling rental unit. On-street parking is prohibited.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

Fort Pierce Engineering Department

1. Engineering has no objections to the property being utilized as a short-term rental.

Fort Pierce Code Enforcement Division

1. No comments from Code Enforcement – there is no active or pending code cases. Just the standard comments from Planning.

Fort Pierce Building Department

1. Vacation rental properties, including SFR used as transient rentals, shall be regulated through the DBPR, Florida Statute 509.242(c), Florida Administrative Code 61A-43 and will be amended by any future legislation or directives from the State of Florida.
2. Fire Sprinkler requirements are differed to Fire Marshall pursuant to Florida Administrative Code 69A-43.
3. Transient Rental of a Single Family Dwelling: Florida Statute 509.242(c) Vacation rental.—A vacation rental is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project.
4. Building Department has no further guidance at this time.

Fort Pierce Police Department

1. No comment.

Fort Pierce Utility Authority

W/WW Engineering:

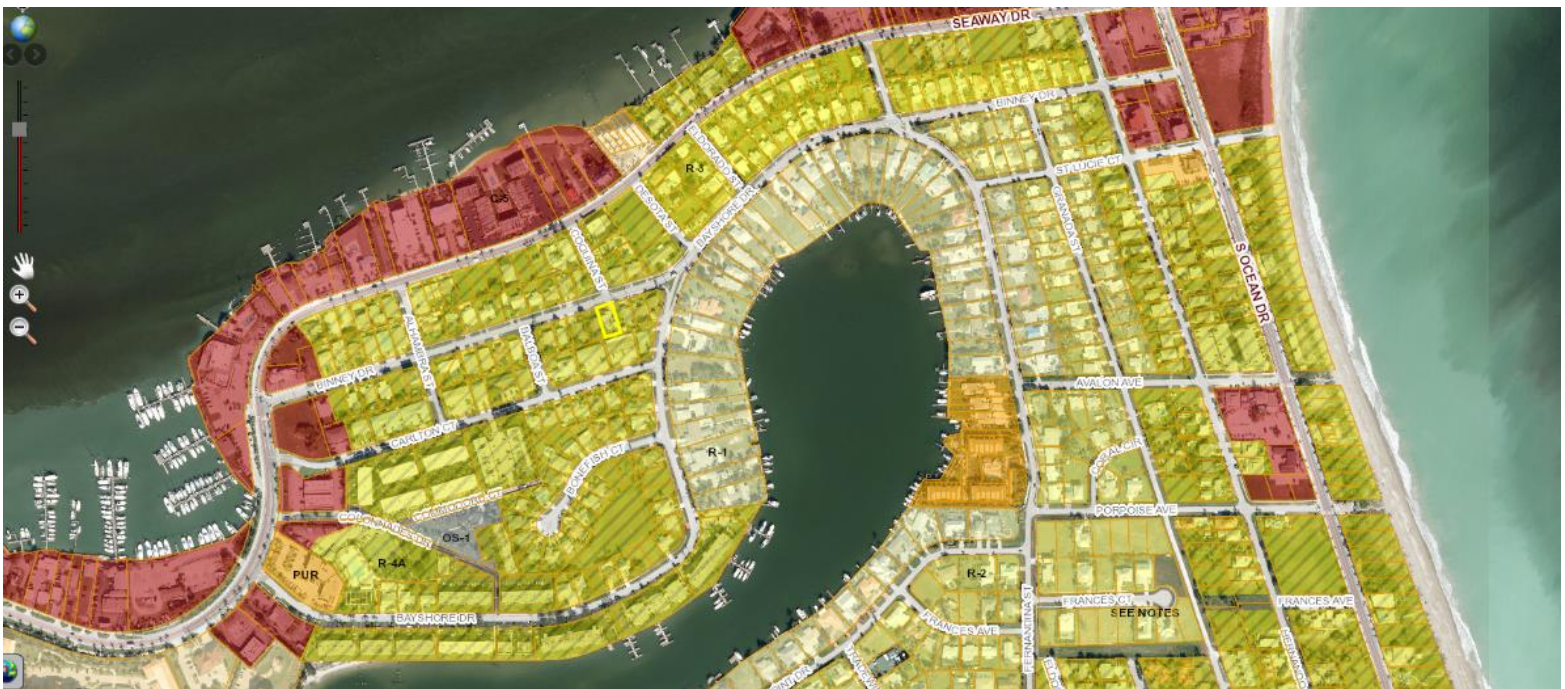
1. Location is presently a water and wastewater customer of FPUA. If fire protection is required, this service MUST be supplied via a dedicated “stand-alone” fire suppression device. Please contact James Carnes @ (772) 466-1600 extension 3472 if this modification is required.

Electric & Gas Engineering:

1. No comment

St. Lucie County Public Works

1. No comment.



Jennifer Hofmeister

From: Alicia Rosenthal
Sent: Tuesday, November 17, 2020 9:38 AM
To: Vennis Gilmore; Maria Lewicka; Jennifer Hofmeister
Subject: FW: Fort Pierce TRC
Attachments: 2020-11-17 Crossroads Industrial Park Site Plan Comments.docx

FYI

From: Grant M. Chambers <ChambersG@stlucieco.org>
Sent: Tuesday, November 17, 2020 9:30 AM
To: Brandon Creagan <bcreagan@cityoffortpierce.com>; Alicia Rosenthal <arosenthal@cityoffortpierce.com>
Cc: David Hays <haysd@stlucieco.org>; Patrick Dayan <DayanP@stlucieco.org>
Subject: Fort Pierce TRC

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

Good Morning,

Please see attached comments regarding the Crossroads Industrial Park Site Plan. The County Public Works Department does not have comments regarding the following agenda items:

- Skyline Childcare Conditional Use
- Joseph Dwelling Rental Conditional Use
- Jura Dwelling Rental Conditional Use
- Poirier Dwelling Rental Conditional Use
- Gateway Plaza Arcade Conditional Use
- 1318 Boston Avenue Triplex Site Plan
- Colleran Residence Variance
- 33 Annexations

Thank you,

Grant Chambers, P.E. | Civil Engineer | Public Works Department

Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982

facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov



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



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

Technical Review Committee Meeting

November 19, 2020

TECHNICAL REVIEW PROJECT # 20- 040000023

Conditional Use – Poirier Dwelling Rental – 1341 Binney Drive

Comments

FPUA W/WW Engineering: Location is presently a water and wastewater customer of FPUA. If fire protection is required, this service MUST be supplied via a dedicated “stand-alone” fire suppression device. Please contact James Carnes @ (772) 466-1600 extension 3472 if this modification is required.

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.fpua.com



Jennifer Hofmeister

From: Alicia Rosenthal
Sent: Tuesday, November 17, 2020 12:18 PM
To: Brandon Creagan; Jennifer Hofmeister; Maria Lewicka; Rebeca Guerra; Vennis Gilmore
Subject: FW: REVISED: City of Ft. Pierce - TRC Comments Due

FYI

From: SANDERS, MARVIN E. <marvin.sanders@stlucieschools.org>
Sent: Tuesday, November 17, 2020 12:04 PM
To: Alicia Rosenthal <arosenthal@cityoffortpierce.com>; Karen Murphy <kmurphy@cityoffortpierce.com>; Julie Bye <jbye@cityoffortpierce.com>; Shaun Coss <scoss@cityoffortpierce.com>; Ben Balcer <balcerb@stlucieco.org>; Cassandra Davis <cddavis@fppd.org>; Grant Chambers <ChambersG@stlucieco.org>; David Hays <haysd@stlucieco.org>; dekleM <dekleM@stlucieco.org>; Diane Hobley-Burney <dhobley-burney@fppd.org>; Dingy <dingy@stlucieco.org>; djohnson <djohnson@fppwd.com>; dspotts@fppd.org; FPUA <www_FPUA@fpua.com>; J Nentwick <nentwickj@stlucieco.org>; Jacolby Washington <jwashington@cityoffortpierce.com>; Jason Mittler <jmittler@fpua.com>; James Carnes <jcarnes@fpua.com>; Javier Cisneros <jcisneros@fpua.com>; Kenny Norris <knorris@fppd.org>; Keymail FPUA <keymail@fpua.com>; Kori Benton <bentonk@stlucieco.org>; Larry Lammers <lammers@fpua.com>; larry.hymowitz@dot.state.fl.us; lbianco@fpua.com; Leslie Olson <olsonl@stlucieco.org>; Linda Cox <lcox@cityoffortpierce.com>; Linda Pendarvis <pendarvisl@stlucieco.org>; Lydia Santiago <lsantiago@fpua.com>; Martha Kerr <mkerr@fpua.com>; Mike Reals <mreals@cityoffortpierce.com>; Paul Bertram <pbertram@cityoffortpierce.com>; Paul Laguerre <plaguerre@fpua.com>; Paul Langel <plangel@slcfd.org>; Paul Thomas <pthomas@cityoffortpierce.com>; Peggy Arraiz <parraiz@cityoffortpierce.com>; Peter Buchwald <buchwaldp@stlucieco.org>; R Ridle <rridle@fppd.org>; Ron Reed <ReedR@stlucieco.org>; RevordJ@stlucieco.org; Tracy Telle <ttelle@cityoffortpierce.com>; Venetia Barnes <vbarnes@cityoffortpierce.com>; Wayne Boyer <wboyer@slcfd.org>
Subject: Re: REVISED: City of Ft. Pierce - TRC Comments Due

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

We have reviewed the projects on the TRC agenda and have no comments.

Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County
9461 Brandywine Lane, Room 2-303
Port St. Lucie, FL 34986



office 772.429.7547

cell 772.216.5755 **GENDA**

Fort Pierce Technical Review C
Thursday, Novem

1. **New Business:**
 - a. [Conditional Use with No New Construction - Skyline Childcare - 4812 S. US Highway](#)
 - b. [Conditional Use with No New Construction - Joseph Dwelling Rental - 2025 S. Ocean](#)
 - c. [Conditional Use with No New Construction - Jura Dwelling Rental - 1122 S. Ocean D](#)
 - d. [Conditional Use with No New Construction - Poirier Dwelling Rental - 1341 Binney Dri](#)
 - e. [Conditional Use with No New Construction – Gateway Plaza Arcade – 2051 S. US Hi](#)
 - f. [Site Plan - Crossroads Industrial - Parcel ID: 2325-122-0002-000-3 *Click to View*](#)
 - g. [Minor Site Plan - Two Triplexes - 1318 Boston Avenue *Click to View*](#)
 - h. [Variance - Colleran Residence - 1675 Thumb Point Drive *Click to View*](#)
 - i. [Annexation - 33 Parcels *Click to View*](#)

From: Alicia Rosenthal

Sent: Thursday, November 5, 2020 6:18 PM

To: Alicia Rosenthal <arosenthal@cityoffortpierce.com>; Karen Murphy <kmurphy@cityoffortpierce.com>; Julie Bye <jbye@cityoffortpierce.com>; Shaun Coss <scoss@cityoffortpierce.com>; Ben Balcer <balcerb@stlucieco.org>; Cassandra Davis <cddavis@fppd.org>; Grant Chambers <ChambersG@stlucieco.org>; David Hays <haysd@stlucieco.org>; dekleM <dekleM@stlucieco.org>; Diane Hobley-Burney <dhobley-burney@fppd.org>; Dingy <dingy@stlucieco.org>; djohnson <djohnson@fppwd.com>; dspotts@fppd.org <dspotts@fppd.org>; FPUA <www_FPUA@fpu.com>; J Nentwick <nentwickj@stlucieco.org>; Jacolby Washington <jwashington@cityoffortpierce.com>; Jason Mittler <jmittler@fpu.com>; James Carnes <jcarnes@fpu.com>; Javier Cisneros <jcisneros@fpu.com>; Kenny Norris <knorris@fppd.org>; Keymail FPUA <keymail@fpu.com>; Kori Benton <bentonk@stlucieco.org>; Larry Lammers <lammers@fpu.com>; larry.hymowitz@dot.state.fl.us <larry.hymowitz@dot.state.fl.us>; lbianco@fpu.com <lbianco@fpu.com>; Leslie Olson <olsonl@stlucieco.org>; Linda Cox <lcox@cityoffortpierce.com>; Linda Pendarvis <pendarvisl@stlucieco.org>; Lydia Santiago <lsantiago@fpu.com>; Martha Kerr <mkerr@fpu.com>; SANDERS, MARVIN E. <marvin.sanders@stlucieschools.org>; Mike Reals <mreals@cityoffortpierce.com>; Paul Bertram <pbertram@cityoffortpierce.com>; Paul Laguerre <plaguerre@fpu.com>; Paul Langel <plangel@slcfd.org>; Paul Thomas <pthomas@cityoffortpierce.com>; Peggy Arraiz <parraiz@cityoffortpierce.com>; Peter Buchwald <buchwaldp@stlucieco.org>; R Ridle <rridle@fppd.org>; Ron Reed <ReedR@stlucieco.org>; RevordJ@stlucieco.org <RevordJ@stlucieco.org>; Tracy Telle <ttelle@cityoffortpierce.com>; Venetia Barnes <vbarnes@cityoffortpierce.com>; Wayne Boyer <wboyer@slcfd.org>

Subject: REVISED: City of Ft. Pierce - TRC Comments Due

When: Tuesday, November 17, 2020 8:00 AM-8:30 AM.

Where:

Good morning TRC,

A new item was added to the 11/19/20 TRC agenda.

Conditional Use with No New Construction – 1341 Binney Drive – Dwelling Rental

See attached revised agenda.

Alicia

-----Original Appointment-----

From: Alicia Rosenthal

Sent: Thursday, November 05, 2020 6:18 PM

To: Ben Balcer; Cassandra Davis; Damian Spotts; David Hays; dekleM; Diane Hobley-Burney; Dingy; djohnson; FPUA; Grant Chambers; J Nentwick; Jacolby Washington; James Carnes; Jason Mittler; Javier Cisneros; Kenny Norris; Keymail FPUA; Kori Benton; Larry Lammers; larry.hymowitz@dot.state.fl.us; Leslie Olson; Linda Cox; Linda Pendarvis; Lydia Santiago; Martha Kerr; Marty Sanders; Mike Reals; Paul Bertram; Paul Laguerre; Paul Langel; Paul Thomas; Peggy Arraiz; Peter Buchwald; R Ridle; RevordJ@stlucieco.org; Ron Reed; Tracy Telle; Venetia Barnes; Wayne Boyer

Cc: Shaun Coss; Karen Murphy; Julie Bye

Subject: City of Ft. Pierce - TRC Comments Due

When: Tuesday, November 17, 2020 8:00 AM-8:30 AM (UTC-05:00) Eastern Time (US & Canada).

Where:

Please accept this invitation as a reminder that the November 19, 2020 Technical Review Committee (TRC) meeting comments are due today. There will not be a physical TRC meeting. Planning staff will send all the comments to the applicant and follow up with a conference call with the applicant to discuss the comments.

Click on the [link](#) to view the TRC packets.

Thank you for your cooperation.