



CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE

AGENDA

Virtual Technical Review Committee
Thursday, August 20, 2020

1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes**
4. **New Business:**
 - a. Conditional Use - Barsotti Dwelling Rental - 1040 Windward Drive, Unit 3402
 - b. Conditional Use - Danaluk Vacation Rental - 715 S. Ocean Drive, Unit L
 - c. Conditional Use - Ballantyne Vacation Rental - 715 S. Ocean Drive, Unit B
 - d. Annexation - 504 Tumblin Kling Road - Jetsons
 - e. Comprehensive Plan Amendment - (10-Year Water Facilities Work Plan)
5. **Public Comments**
6. **Staff Comments**
7. **Adjournment**

Technical Review Committee - Virtual

4. a.

Meeting Date: 08/20/2020

REQUESTED ACTION

Conditional Use - Barsotti Dwelling Rental - 1040 Windward Drive, Unit 3402

LOCATION

1040 Windward Drive, Unit 3402

RESPONSIBLE STAFF

Vennis Gilmore, Planner

RECOMMENDATION

The proposed use presents the provision of transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Comprehensive Plan and Land Development Code 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.

1. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

1. 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.

1. There shall be a limitation of no more than no two (2) vehicles at the site.

1. The City of Fort Pierce Business Tax License number shall be included on all advertising.

Attachments

TRC Packet

Form Review

Form Started By: Vennis Gilmore
Final Approval Date: 08/06/2020

Started On: 08/05/2020 08:27 PM



TO : All the members of the Technical Review Committee

FROM : Vennis Gilmore, Planner

RE : Technical Review Project: #20-04000014 (Conditional Use w/ No New Construction)

REVIEW
DATE : August 20, 2020

Conditional Use – Barsotti Dwelling Rental – 1040 Windward Drive, Unit 3402

The above – referenced **Conditional Use w/ No New Construction** is being submitted for your review and comments. The request seeks to establish a Dwelling Rental; offering lodging for a minimum of thirty-one (31) days and a maximum of less than six (6) months. The subject site is zoned Hutchinson Island Medium Density Residential Zone (R-4A) with a Future Land Use of HIR, Hutchinson Island Residential. Per City Code Section 22-22. – Allowed Uses; Dwelling Rentals are classified as a Conditional Use in the Hutchinson Island Medium Density Residential Zone (R-4A). The condo unit is approximately 1,659 gross sq. ft. with 2 bedrooms and 2 baths. The subject site location has a total of 0.02 acres.

Please provide two (2) copies of written comments regarding the above at your easiest convenience. The item will be reviewed at the August 20th, 2020 TRC Meeting. Please do not hesitate to contact me, should you require any additional information or clarification at 772-467-3741. Please send all TRC Comments to vgilmore@cityoffortpierce.com and arosenthal@cityoffortpierce.com.

Thank You,

Vennis Gilmore
Planner

JUN 15 2020



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

CITY OF FORT PIERCE
PLANNING & ZONING

Conditional Use – No New Construction

Property address or Location 1040 Windward Drive Ft. Pierce, FL 34949
Parcel ID #(s) 2507-888-0068-0004 Unit 3402
Project description Rental

Nancy Barsotti
Property Owner(s)
32 Edgcliff Road
Street Address
Carnegie PA 15106
City State Zip
917-992-8252
Phone Number
nhbinteriordesign@gmail.com
Email Address

← same
Applicant/Representative, Title, Company
Street Address
City State Zip
Phone Number
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.

Nancy Barsotti
Property Owner(s) Signature(s)

STATE OF Pennsylvania COUNTY Allegheny
The foregoing instrument was acknowledged before me this 10 day of June, 2020, by
Nancy Barsotti who is personally known to me or has produced
PA Driv License as identification.

Susan Carulli
Signature of Notary

Commonwealth of Pennsylvania - Notary Seal
(seal) SUSAN CARULLI - Notary Public
Allegheny County
My Commission Expires Jan 15, 2024
77294673729 95681

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:

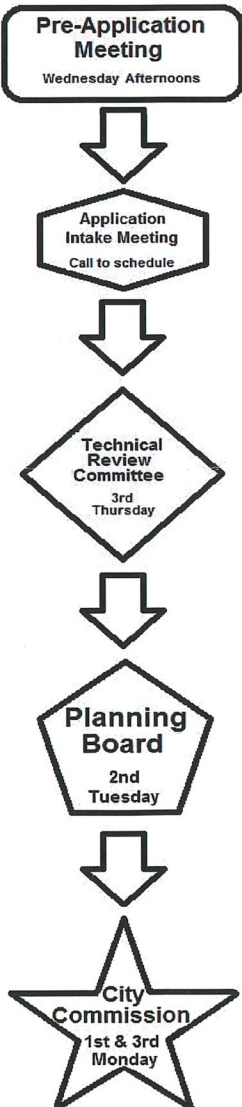
Building Size 4 story / Parking Spaces: 24 indoor + guest outdoor
24 units
 Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
Residential	Residential	Ocean	Vacant

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:

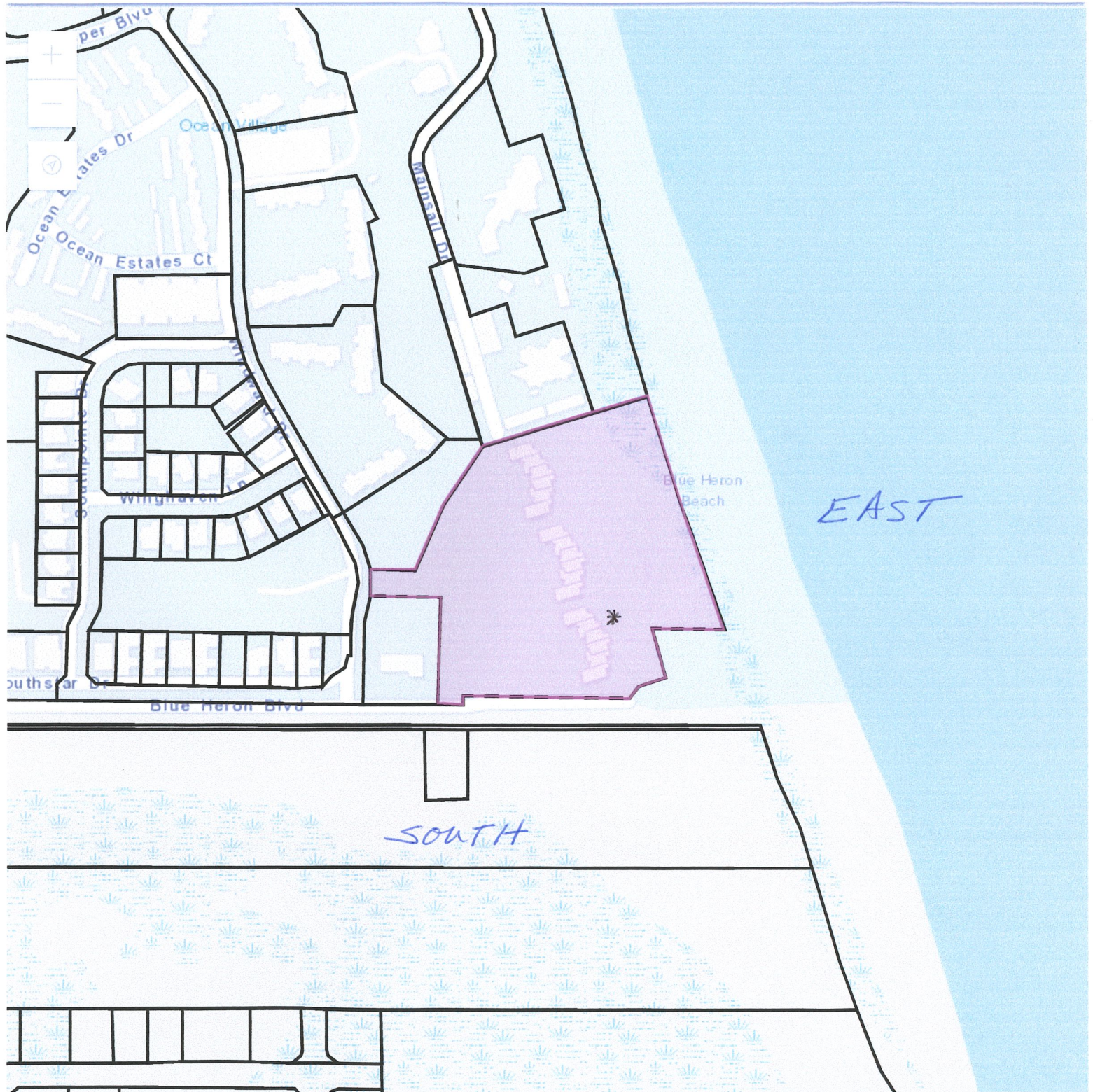
- (1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.
- (2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application 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



< Map View

NORTH



Locate Me

32 Edgecliff Road
Carnegie, PA 15106

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

Dear Planning Department Board Members:

I am asking for your approval to rent 1040 Windward Drive, Ocean Village, Fort Pierce, Florida.

Primarily this condo will be rented during the winter months to vacationers.

I understand and agree to all the Rules and Regulations set forth by Ocean House and Ocean Village. Guests must lease the condo for a minimum of one month.

My condo is beautifully furnished and all appliances and HVAC are in very good condition. In my absence the condo is cleaned, managed and inspected on a weekly basis by Lisa Perez and her staff. Her contact information is as follows:

Lisa Perez 6906 Belleair Avenue Fort Pierce, FL 34951 772-834-9305

If you have any questions I can be reached at the information below.

Thank you for your assistance.

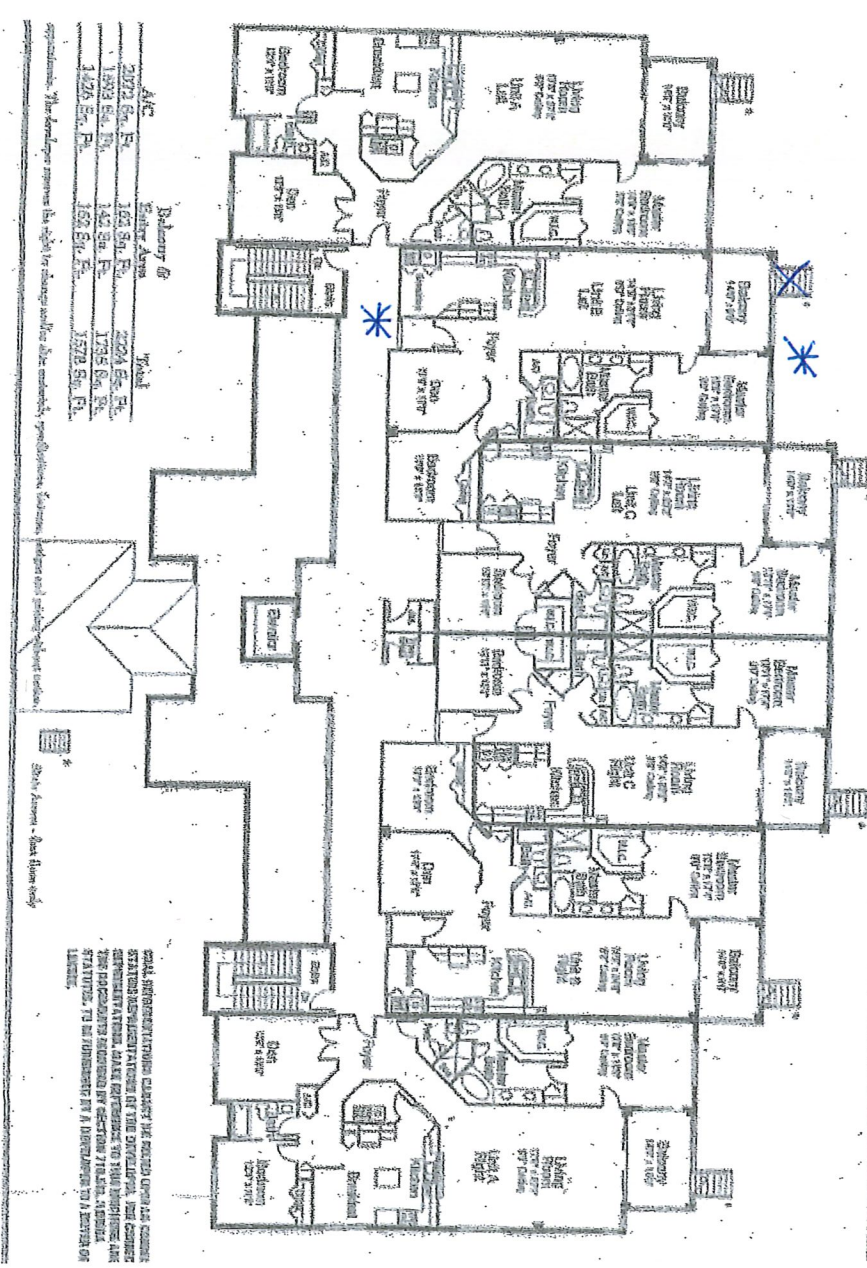
Sincerely,

A handwritten signature in blue ink that reads "Nancy Hoff Barsotti". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Nancy Hoff Barsotti

Cell phone - 917-992-8252
Email - nhbinteriordesign@gmail.com

Sample Layout
4th Floor Ocean House 1040



CONTRACT FOR RENTAL

Unit _____ Cluster _____ Date _____ Revision _____

OWNER _____ GUEST _____

ADDRESS _____ ADDRESS _____

TELEPHONE _____ HOME _____

_____ CELL _____

EMAIL _____ EMAIL _____

ARRIVAL DATE _____ (Check in time 3:00 p.m.)

DEPARTURE DATE _____ (Check out time 10:00 a.m.)

NUMBER OF PEOPLE IN PARTY Adults _____ Children _____ TOTAL _____

ACCOMMODATIONS # of Weeks _____ @ _____ /week = \$ _____

of Months _____ @ _____ /month = \$ _____

CLEANING FEE \$ _____

SALES TAX 7% _____ RESORT TAX 5% _____ = \$ _____

SECURITY DEPOSIT (To be returned upon cleaning, inspection
and keys returned) \$ _____

TOTAL \$ _____

PAYMENT TERMS

Non-refundable deposit of 33% due when reserving dates - due at once \$ _____

Date Received/Check Number _____

Balance - 67% due 30 days prior to rental date

\$ _____

Date Received/Check Number _____

Key instructions and security gate access information will be sent upon final payment.

Contract mailed on _____

CANCELLATION POLICY:

60 Days before rental - full refund

30 Days before rental - 50%

Guests are required to use cell phones.

No pets.

No smoking

SECURITY DEPOSIT RETURN Amount/Date/Check # _____

NOTES _____

Thank you for being my guest. _____ (Owner)

Signature for agreement _____ (Guest)

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of **OCEANHOUSES AT SOUTHPOINTE ASSOCIATION, INC.**, a Florida corporation, filed on August 29, 2002, as shown by the records of this office.

The document number of this corporation is N02000006616.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirtieth day of August, 2002

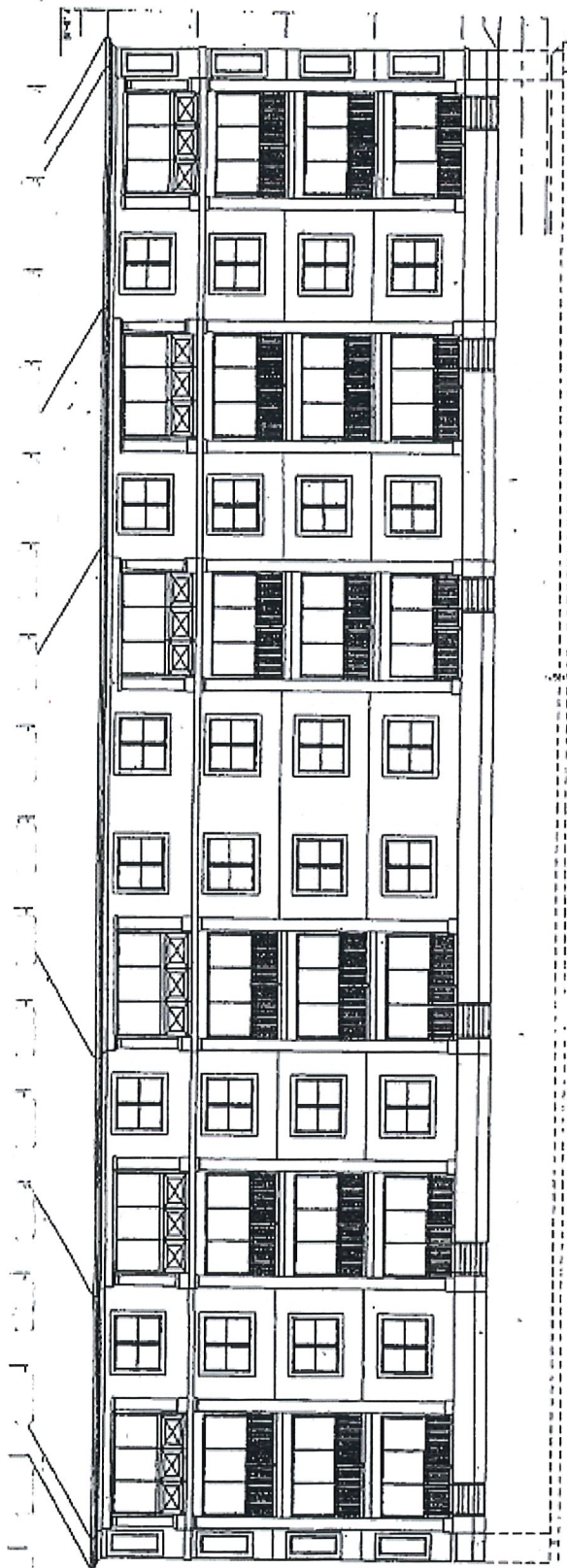


CR2EO22 (7-02)

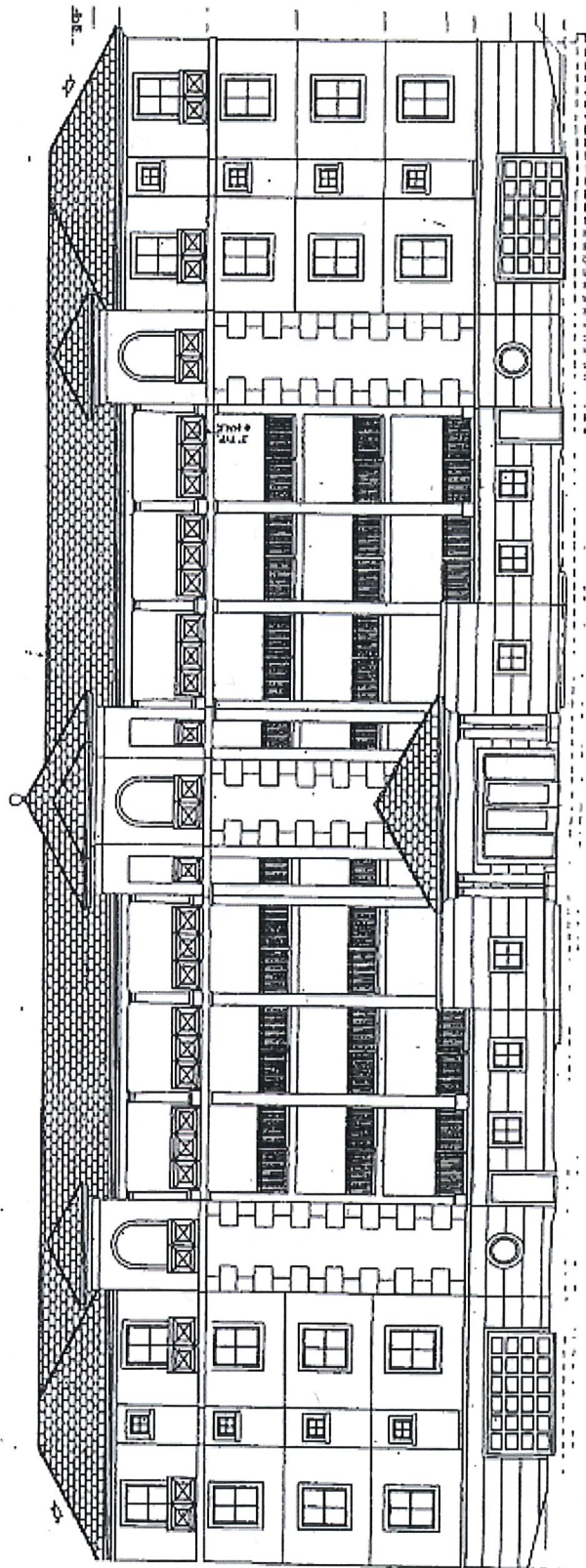
Jim Smith

Jim Smith
Secretary of State

Composite Exhibit "K" (5 pages)



REAR ELEVATION (EAST)
SCALE 1/8" = 1'-0"



FRONT ELEVATION (WEST)
SCALE 1/8" = 1'-0"

RULES AND REGULATIONS
OF
OCEANHOUSES AT SOUTHPOINTE ASSOCIATION, INC.

Protecting the safety of Oceanhouses' residents and property is paramount to the Association. Although the Association's Rules and Regulations have included Rule 7.2 dealing with proper hurricane preparations to be performed by unit owners, a recent incident has indicated the need for increased enforcement. Accordingly, Rule 7.2 was revised on April 21, 2017 to enable the Association to enforce compliance by engaging the property manager and independent contractors to prepare certain units, with the cost being borne by the unit owner.

PLEASE READ THE REVISED RULE 7.2. WHILE IT DOESN'T CHANGE A UNIT OWNER'S RESPONSIBILITY, YOU'LL WANT TO BE AWARE OF THE NEW COST OF NON-COMPLIANCE.

These Rules and Regulations do not replace the Association's other primary governing documents, the "Articles of Incorporation", "Declaration of Condominium" and "By-Laws". These documents remain in full force and effect.

In addition to Oceanhouses' governing documents, owners, occupants, guests, tenants, agents, etc. should also be aware of and abide by Ocean Village's governing documents and Rules and Regulations, as amended from time to time, which R&R can be found in the back of the OV phone directory.

The change to Rule 7.2 becomes effective May 31, 2017 and will be enforced with the start of the 2017 'hurricane season' on the following day, June 1.

Adopted: April 21, 2017

Section 1. Ingress and Egress

- 1.1 The sidewalks, entrances, passages, stairwells and like portions of the common elements shall not be obstructed nor used for any purpose other than ingress and egress to and from the condominium property and condominium parcels; nor shall any carts, bicycles, motor vehicles, carriages, chairs, tables and or any other object obstruct such ingress and egress at any time.
- 1.2 Sidewalks are to be used for foot traffic only. No bicycles, skate boards, roller skates, etc.
- 1.3 No person shall place any item on sidewalks, entrances, passages, stairwells, catwalks or any portion of the common elements. All items that are left on common property for more than two (2) hours will be removed. Bicycles appearing to be abandoned, rusted or in disrepair may be removed at the discretion of the Board of Directors.
- 1.4 No person shall place any type of plant, decoration or furnishing on the west catwalk by the railing or against the walls of the A or B units. Appropriate planters and furniture may be placed inside the area of the alcoves at C units. **All items placed in C unit alcoves must be removed and stored inside the owner's unit or storage area when the owner is not in residence during hurricane season.** Plants and planters within C unit alcove areas may not be attached to or growing on the wall as it will cause damage to the paint and stucco. No decorations may be placed or hung on walls in C unit alcoves or by the front doors of A and B units; i.e. house numbers, welcome signs, etc., without written approval of the Board of Directors. Any décor must be in good taste at the discretion of the Board of Directors. Any non-complying decoration, plant, or furniture may be removed at the discretion of the Board of Directors.

Section 2. Balconies, Walkways, Fences

- 2.1 No equipment, materials or other items shall be kept or stored on any balcony or under the outside stairs of the first floor balcony area of the condominiums. Placing and using patio-type furniture, planters and other items normally used on residential balconies are allowed. Beach chairs and umbrellas may be unobtrusively stored on balconies.
- 2.2 Owners are to repair, maintain and replace when necessary their unit screens and windows. Owners are to maintain and keep in neat, fit and clean condition the floor, interior walls and screens or enclosures of their balconies.
- 2.3 No articles shall be hung on or thrown from any window, door, railing, balcony, walkway, or other portions of limited common elements or common elements. Any owner wishing to hose off their balcony or shutters may do so if it is raining, if the units below are not occupied and the shutters are closed, or with the consent of the unit occupant(s) below. Power washing of balconies is prohibited unless done so by the

Management company at the direction of the Board of Directors. No clotheslines are permitted anywhere on condominium property.

- 2.4 Residents may not adorn or decorate railings of balconies or other common or limited common elements, except as allowed in 1.4.
- 2.5 No owner shall cover the balcony floor with or any type of carpet, rug or fabric. Tile is permitted as long as it is meant for outdoor use. The owner assumes all liability issues related to outdoor tile. Owner will be responsible for any tile damage due to Association repair/maintenance to the balcony that requires tile removal. Small doormats are acceptable at entry doors to unit.
- 2.6 No wind chime or other noise emitting item shall be placed or hung on any balcony, limited common element or common element.

Section 3. Elevators

- 3.1 No person shall use the elevator for moving furniture, appliances, construction materials or debris or other large objects without first installing the protective elevator blankets. Elevator blankets shall be removed and stored in the foyer storage area when move is complete.
- 3.2 No person shall hold, by any means, the elevator doors open for extended periods of time.
- 3.3 Smoking is not allowed in the elevators.

Section 4. Refuse

- 4.1 The Association provides collection services for residential household trash ONLY. contractors performing work within Oceanhouses are required to remove debris caused by their work. Self-employed individuals shall not use Association receptacles to dispose of related trash. All refuse must be deposited **IN** garbage/trash containers (dumpsters). Cartons and cardboard boxes shall be broken down, collapsed and tied if necessary. All other garbage/trash shall be placed in plastic bags and securely tied or closed before placing in dumpsters. No refuse or trash shall be left outside of dumpsters. No hazardous material such as paint, fuels, electronic equipment, etc. shall be placed in or outside of the dumpsters. No other refuse/trash shall be left outside of the dumpsters. For proper disposal of bulk items or electronic equipment, please check with Association Management.
- 4.2 Discarded cigarette butts or other littering is not permitted on the condominium grounds.

Section 5. Management Company Employees

- 5.1 No owner or occupant of a unit shall be permitted to request or hire or otherwise retain the services of any Management employee for any purpose during the hours in which the employee is working for the Management. The Management Company is solely responsible for directing and supervising the Management employees during their working hours.

Section 6. Nuisances

- 6.1 No owner or occupant of a unit shall make or permit any disturbing noises in any unit, on limited common property, or on the common property by themselves, their family, employees, agents, guests, tenants, licensees, or pets that would interfere with the rights, comforts, or conveniences of other unit owners or occupants.

Section 7. Alterations, Installations

- 7.1 In accordance with a vote at the Annual Meeting of March 17, 2005, the Board has pre-approved the installation or replacement of hurricane protection with white accordion style shutters. These shutters must meet all current codes and proper permits must be obtained. Pre-approval from the ARB was obtained on April 25, 2005. The shutter pre-approval was amended November 18, 2005 to include that new shutters are NOT to be installed against the glass sliding doors on the east balcony.

- 7.2 **HURRICANE SEASON RUNS FROM JUNE 1ST TO NOVEMBER 30TH.** Tropical storms have winds in excess of 38 mph and become hurricanes at 74 mph. Both can be named storms. In the event of a named storm 'watch' (the 48 hour notice) or 'warning' (the 36 hour notice) at any time of the year, or in the absence of an owner from his unit for more than five (5) days during hurricane season, owners are required to have hurricane protection installed and closed on both the east and west sides of their units. Corner units are also required to have protection on the north and south sides. If a unit is unoccupied for more than fourteen (14) days outside of hurricane season, owners are required to have hurricane protection installed and closed on all exposed sides of their unit.

Owners must understand that it is their responsibility to comply with the above for the protection of their unit, surrounding units and Oceanhouses' property as a whole.

Neither Elliott Merrill nor its maintenance employees can be hired by a unit owner to perform these storm preparation duties once a storm warning or watch has been issued for Ft. Pierce by the National Oceanic and Atmospheric Administration.

If a unit is not protected in accordance with the above during hurricane season, Elliott Merrill and/or an outside service contractor may be hired by the Association to get the unit into compliance. The Association's service fee to the unit owner will be \$250 plus

any property manager or outside contractor fees/costs. In the event of a hurricane watch or named storm warning, such fee will increase to \$500 for unoccupied units. In the event of a hurricane warning, such fee will increase to \$500 for occupied units.

If a unit needs to be prepared outside of hurricane season during a hurricane watch or named storm warning, the above fees apply except that the Association may waive \$250 of such fees.

If despite the effort of the Association the unit cannot be brought into compliance, any resulting storm damages are the responsibility of the unit owner.

To illustrate, hurricane shutters must be CLOSED as follows:

	Occupied Unit	Unoccupied Unit
Outside of Hurricane Season:		
No storm watch or warning	No action required	Close shutters if unoccupied >14 days - \$250 service fee applies for Association involvement
During hurricane 'watch'	Prepare to close shutters	Close shutters at 'watch' - \$250 service fee applies for Association involvement*
During storm 'warning'	Close shutters at 'warning' and prepare to evacuate	Close shutters at 'warning' - \$500 service fee applies for Association involvement*
During Hurricane Season :		
No storm watch or warning	No action required	Close shutters if unoccupied >5 days
During storm 'watch'	Prepare to close shutters	Close shutters at 'watch' - \$250 service fee applies for Association involvement
During storm 'warning'	Close shutters at 'warning' and prepare to evacuate - \$250 service fee applies for Association involvement	Close shutters at 'warning' - \$500 service fee applies for Association involvement

* If the Association is involved in storm preparations on behalf of a unit owner during a storm 'watch' or hurricane 'warning' outside of hurricane season, Association may waive \$250 of its service fee - but property manager or outside contractor fees will still be charged

- 7.3 No unit owner shall install, erect or place any temporary furnishings or accessory such as, but not limited to, kiddie pools, tents, BBQ's or other items on common or limited common elements. Pool furniture shall not be removed from the pool deck.
- 7.4 Only curtains, drapes, plantation shutters and/or blinds shall be installed on windows and glass doors and shall be white or off-white in color. Owner, occupant or tenant will be required to remove all other forms of window covering.
- 7.5 Any new interior flooring that is made of tile, laminate, or wood (anything but carpet) shall be laid over a sound-deadening underlayment that meets a minimum of IIC rating of 70. Owners will need to have proof through receipts, pictures, etc. that such a floor underlayment has been installed, and will be available for the Board of Directors review upon their request.
- 7.6 Storm doors on the west entrance of a unit were pre-approved by the Board of Directors in September 2005 as follows:
- a) Must be forest green in color.
 - b) Must be full glass/screen, no solid panels.
 - c) Installer is required to obtain any necessary permits.

Section 8. Signs

- 8.1 No signs other than decorative wall signs (see point 1.4) shall be exhibited, placed, inscribed or affixed in or on any portion of the limited common elements or common elements.

Section 9. Barbequing

- 9.1 No barbequing or cooking by any manner shall be permitted on any limited common element or common element of the Association property.

Section 10. Flammable Substances Storage

- 10.1 No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit, limited common element or common element, except one federally approved gasoline container with the maximum capacity of 2 gallons. **PROPANE storage** is strictly prohibited with the exception of a maximum of 2.5 lb. barbeque canister. No fuel storage is allowed during an owner's absence.

- 10.2 Fireworks or the setting off of fireworks are not allowed within the confines of the condominium property.

Section 11. Pass Keys

- 11.1 The Association has the irrevocable right to access each unit during reasonable hours when necessary to repair, maintain, exterminate or replace any common element or for emergency repairs which are necessary to prevent damage to the common elements or other units. Each unit owner must provide the Association with a means of access in case of emergency as set out in the governing documents. In the case of an emergency, if the Association does not have a means to access a unit, a locksmith will be called to gain access or access will be gained by necessary means and the cost will be charged to the unit owner.

Section 12. Vehicles and Parking

- 12.1 The speed limit within the condominium property is eleven (11) mph.
- 12.2 All vehicles shall be maintained in good repair. This includes mufflers, which shall meet State Standards to control noise. Vehicles that leak oil, gasoline, grease or any other substance that damages the pavement or other limited common element or common elements are prohibited. Vehicles which cannot operate under their own power or unlicensed vehicles shall not be permitted on limited common elements or common elements unless permission has been given in writing by the Board of Directors.
- 12.3 A resident must give notice to the Management Office identifying himself and his unit number no later than the first regular business day after arrival, by telephone or through their website, of the vehicle make, model, license plate number, date in and date out of any guest staying in their unit for one week or longer.
- 12.4 Under-building parking spaces are designated for the exclusive use of the unit to which it is assigned in the governing documents. Transfer or assignment is not allowed independent of change of ownership of a unit. Vehicles must comfortably fit within the confines of the designated parking spot to not encumber access to neighboring vehicles. Owners, occupants and guests are required to obtain the appropriate vehicle parking stickers or tags from the Ocean Village Office. Outside parking spaces are not designated.
- 12.5 No commercial vehicles, boats, trailers or RVs shall be parked overnight on the common property.
- 12.6 The Board of Directors or its agents shall have the right to tow any unauthorized vehicle at the owner's sole expense.

Section 13. Pets

13.1 No person shall keep any pet upon the condominium property except as follows:

Owners, tenants or other residents (hereinafter Occupant) may keep as pets domesticated cats, dogs, birds, and other mammals. Occupants may not keep more than two (2) pets per Unit, which pets shall not exceed an aggregate weight of 150 lbs., exclusive of service dogs. No occupant may keep exotic cats, non-human primates, fowl, reptiles, obnoxious animals, farm livestock or zoo-type animals on the condominium property. The determination of what may be an obnoxious animal, fowl or reptile shall be determined by the Board in its sole and absolute discretion.

13.2 All pets must be on a leash at all times when outside their unit and must be curbed or carried when on common elements.

13.3 It shall be the Occupant's obligation to remove and otherwise properly dispose of their pet's waste material from the condominium property. Failure to remove and dispose of the pet's waste material shall be deemed a nuisance. Failure to pick up waste will result in a written warning for the first offense and a fine for each subsequent offense.

13.4 No animal shall be left on a balcony or any of the other common or limited common elements without the owner being present.

13.5 If the pet of any Occupant shall make excessive noise or otherwise act in a way which is obnoxious to, or otherwise interferes with the quiet enjoyment of the Occupant of another unit, then the Board may issue a warning, if further incidents occur with respect to the same pet then the Board may fine the unit owner. If further incidents shall occur with respect to the same pet or Occupant after the initial fine, then the Board may fine the unit owner for each day that the interference of the quiet enjoyment of the other Occupant remains uncured.

13.6 The Board shall have the right to order the removal of any pet which, **in the Board's sole and absolute discretion**, is considered a nuisance and the same shall be done without compensation to the owner of the pet.

13.7 **THINGS TO KNOW:**

- i) Ft. Pierce City Ordinance required that all dogs and cats within City limits for a period of six (6) months or more to have a Ft. Pierce animal license.
- ii) All owners of pets must complete and submit a Pet Permission Form to the Ocean Village office.
- iii) Oceanhouses is your property, please help ensure pet owners are removing their pet's waste from your property.
- iv) See attached Ocean Village key policy.

Section 14. Pool Rules

POOL HOURS ARE DAWN TO DUSK. (Anyone wishing to swim after Oceanhouses pool hours can use the community pools which are open until 10:00 p.m.)

- 14.1 Oceanhouses pool is a private pool that is operated and maintained by 72 unit owners through their monthly maintenance fees, its use is for Oceanhouses occupants and their guests only.
- 14.2 No children under 3 years of age are allowed in the pool. (Children's wading pool is open at the main pool.)
- 14.3 No diapers **OF ANY KIND** are allowed in the pool, including "pool diapers".
- 14.4 It is a violation of Florida Law and the Rules of Oceanhouses to bring or allow pets on the pool deck or in the swimming pool
- 14.5 No food, drink, or smoking in pool. No smoking on pool deck.
- 14.6 No food, ceramic, glass or any other breakable item is allowed on pool deck.
- 14.7 No diving.
- 14.8 **NO LIFEGUARD.....SWIM AT YOUR OWN RISK!!**
- 14.9 Children under 13 must be accompanied by an adult over 21 years of age.
- 14.10 Remove any tar and/or sand before entering the pool area.
- 14.11 All persons entering pool must shower each time they enter the pool.
- 14.12 Persons with any infections or contagious health conditions are not permitted to use the pool.
- 14.13 Chairs and lounges must be covered with a towel before use.
- 14.14 Pool keys are required to open the pool gates. Each unit has received two (2) keys.
Gates are to be locked at all times.
- 14.15 Pool area is restricted:
 - No pets
 - No bicycles, skates, skateboards, surfboards, boogie boards, etc.
 - No toys of any kind (that includes balls, Frisbees or floats)
 - No fishing equipment
 - Children's arm flotation devices are allowed

- 14.16 No disturbances such as, but not limited to, diving, running, boisterous conduct, ball throwing or radios will be permitted which will interfere with the peaceful pursuit of other bathers and the homeowners who overlook the pool.
- 14.17 Proper swimming wear is required...no cut-offs, tank tops, shorts or other inappropriate attire. It is a rule of Ocean Village that persons wearing bathing suits away from pool areas or beach must wear an appropriate cover-up.
- 14.18 Oceanhouses does not have a pool attendant; all pool furniture is to be returned to its proper location, fold the back of lounge chairs down, **close and tie umbrellas when you leave the pool area**. Pool furniture shall NOT be removed from the pool deck.
- 14.19 Guests per unit are limited to four (4), anyone who wishes to have more than four guests may obtain written permission from the Board. Day guests must be accompanied by an owner. Anyone wishing to have a private function around the pool may seek written permission from the Board.

Section 15. Lighting

- 15.1 All exterior lighting shall be installed and maintained in accordance with lighting schematics and cut sheets approved by the Bureau of Protected Species Management in the Office of Environmental Services of the Florida Fish and Wildlife Conservation Commission, or its successor, and no additional exterior lighting is authorized.
- 15.2 All balcony lights shall utilize (turtle friendly) incandescent or LED bulbs of 50 watts or less for any lighting facing east and/or visible at the top of the dune from the beach.

Section 16. Leases

- 16.1 If anyone other than the unit owner uses the unit for any length of time without the presence of the owner, for which remuneration of any kind is received by the owner or the owner's proxy, such arrangement is considered the rental of the unit, requiring a lease. Such lease is thus subject to the provisions of this section.
- 16.2 No lease shall be for a term of less than thirty (30) days or more than two (2) years. No unit shall be leased or subleased more than three (3) times in a calendar year.
(Declaration: Article XVII 6)
- 16.3 All leases must be written and forwarded to Management prior to the start of the lease.
- 16.4 A copy of the lease must be forwarded to the Association or its Agent within three (3) business days of signing. All tenants must acknowledge that they have received and will observe all provisions of the By-Laws and these Rules and Regulations, as may be amended from time to time. All leases must be approved by the Association or its Agent.

- 16.5 Should the owner fail to forward a lease, the Board of Directors will send notice to the owner to correct the omission. If the omission is not corrected within fourteen (14) days, the Board may levy a fine.

Section 17. Unit Owner Responsibility

- 17.1 Each unit owner will make his family members, guests, visitors, tenants, agents, or contractors, etc. aware of the recorded Documents of Oceanhouses at Southpointe, Inc., these Rules and Regulations, as amended from time to time, Ocean Village Rules and Regulations, as amended from time to time, and to apprise them of the importance of compliance herewith.
- 17.2 The owner is expected to leave a copy of these Rules and Regulations and the Rules and Regulations of Ocean Village within easy access for any occupant of the unit.
- 17.3 **Each unit owner is required to furnish a purchaser with a copy of the recorded Condominium Documents, and these Rules and Regulations, as amended from time to time; Ocean Village recorded Documents, and Rules and Regulations as amended from time to time.**
- 17.4 Each unit owner and occupant, jointly and severally, shall be responsible for damages caused by owner, occupant, tenant, guest, contractor, pet, etc. to the common elements, and Association property, including all facilities and equipment used in common by owners and occupants and their guests, family members, agents, etc. This liability for damage includes damage caused by the delivery, installation or moving of personal items. **Owner shall be responsible to verify that any contractor under their employ, shall have adequate and appropriate insurance.**
- 17.5 Each unit owner and occupants shall be responsible for any violation of the Declaration of Condominium, Articles of Incorporation, By-Laws, and the Rules and Regulations, as may be amended from time to time, by any tenant, guest, family member, agent, etc.
- 17.6 All complaints and suggestions to the Board of Directors must be in writing (or email) and signed by the owner or occupant and submitted to the Management Company.
- 17.7 **Owners must shut off water valves when owner(s) will be absent from the unit for more than 24 hours.**
- 17.8 Owners will limit non-emergency construction/renovation to the hours between 8 a.m. and 6 p.m., Monday through Saturday. If possible, major renovations should ideally be done in the off- season, from May 1 to September 30.

Section 18. Miscellaneous

- 18.1 The invalidity in whole or in part of any provision, sentence, clause, phrase or word contained in these Rules and Regulations, shall not affect the validity of the remaining portions herein, all of which shall remain in full force and effect.
- 18.2 The captions in these Rules and Regulations are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of these Rules and Regulations.
- 18.3 The failure of the Association to enforce any provision of the Rules and Regulations shall not constitute a waiver of its right to do so thereafter.
- 18.4 The Board of Directors is authorized to impose fines in accordance with the procedures set forth in our Declaration of Condominium and By-Laws.
- 18.5 All monies received from fines shall be allocated as directed by the Board of Directors.

Limited exceptions to Rules and Regulations may be made with written permission from Board of Directors.

Board of Directors

Oceanhouses at Southpointe

2000 Windward Drive

Ft. Pierce, FL 34949

Ocean Village Property Owners Association

Key Policy

The following procedures for keys have been implemented by the Ocean Village Board of Directors effective December 1, 2006.

1. All keys have been moved from the Maintenance Building to the Administration Building. No owner keys will be held by Maintenance or Security.
2. Administrative staff will give out owner keys to the exterminator for regular service. Under no circumstances will keys be given out to contractors, housekeepers, window washers, guests, delivery services, or anyone else other than to the owner himself or herself. Owners requiring a key on a non-emergency basis will incur a charge. Locking yourself out of your Unit is not considered to be an emergency. (It is suggested that owners install a lock box for use by contractors, housekeepers, window washers, tenants, guests, etc.

Liability to the POA and the Security and Maintenance staffs require these changes. There have been a number of law suits along the Treasure Coast arising from the failure of communities to address the key issue. Some clusters are having their own management companies retain duplicates of all owner keys in their cluster, while others are requiring their residents to install lock boxes, which can be obtained and installed at minimal cost. Please make sure that your owners are aware of these changes.

* * *

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this _____ day of _____, _____

BETWEEN:

Vincent and Vanessa Reyda

(the "Landlord")

- AND -

TBD

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the condo, municipally described as #3034, Windward Drive, Ft. Pierce, Florida 34949 (the "Property"), for use as residential premises only.
2. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
3. No animals are allowed to be kept in or about the Property.
4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
5. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

6. The Tenant and members of Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

Term

7. The term of the Lease commences at 12:00 noon on April 1, 2020 and ends at 12:00 noon on May 1, 2020.

Rent

8. Subject to the provisions of this Lease, the rent for the Property is \$ _____ per month (the "Rent").
9. The Tenant will pay the Rent on or before the 1 of each and every month of the term of this Lease to the Landlord at #Unit #4, 247 Wayland Ave, Providence, Rhode Island 02906 or at such other place as the Landlord may later designate by check.

Security Deposit

10. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$500.00 (the "Security Deposit").
11. The Landlord will hold the Security Deposit at a non-interest bearing account solely devoted to security deposits at _____ located at _____
12. The Tenant is not entitled to interest on the Security Deposit.
13. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the applicable legislation of the State of Florida (the "Act").
14. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. unplugging toilets, sinks and drains;

- d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- j. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

15. The Tenant may not use the Security Deposit as payment for the Rent.

Inspections

16. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

17. The Tenant may NOT make improvements to the Property.

Insurance

18. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

Attorney Fees

19. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a

reasonable sum for the successful Party's attorney fees.

Governing Law

20. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Florida.

Severability

21. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
22. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

23. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

24. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

25. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

26. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

27. The Tenant will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
30. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Address for Notice

32. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
 - a. Name: TBD.
 - b. Phone: _____
33. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
 - a. Name: Vincent and Vanessa Reyda.
 - b. Address: #Unit #4, 247 Wayland Ave, Providence, Rhode Island 02906.

The contact information for the Landlord is:

- c. Phone: (973) 765-7488.

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any

subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
37. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
38. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
39. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
40. The Tenant will be charged an additional amount of \$0.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
41. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
42. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
43. This Lease constitutes the entire agreement between the Parties.
44. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
45. Time is of the essence in this Lease.

IN WITNESS WHEREOF TBD and Vincent and Vanessa Reyda have duly affixed their signatures on this _____ day of _____, _____.

Vincent and Vanessa Reyda

TBD

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, 20____.

TBD

Technical Review Committee - Virtual

4. b.

Meeting Date: 08/20/2020

REQUESTED ACTION

Conditional Use - Danaluk Vacation Rental - 715 S. Ocean Drive, Unit L

LOCATION

715 S. Ocean Avenue Unit L

RESPONSIBLE STAFF

Jennifer Hofmeister, AICP, LCAM
Planning Director

RECOMMENDATION

N/A

Attachments

TRC packet

Form Review

Form Started By: Jennifer Hofmeister
Final Approval Date: 08/06/2020

Started On: 08/06/2020 03:17 PM



TO: Technical Review Committee

FROM: Jennifer Hofmeister, AICP, LCAM

RE: **Technical Review Project #20- 040000012**

Meeting Date: August 20, 2020

Conditional Use – Danaluk Vacation Rental – 715 S. Ocean Drive Unit L

The above referenced Conditional Use with No New Construction is being submitted for your review and comment. The request seeks to establish a Vacation 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; Vacation Rentals are classified as a Conditional Use in the R4-A 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 (August 18, 2020 - Tuesday).

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

Thank you.

Jennifer Hofmeister, AICP, LCAM
Planning Director



Pre-Application Meeting

Pre-application meetings are scheduled for Wednesday afternoons each week at 2:00 PM and 3:00 PM and must be scheduled a minimum of one week in advance. The meetings are typically held in the 2nd Floor Conference Room of City Hall. The applicant or property owner is required to attend; architects, engineers, or contractors for the proposal are encouraged to attend. The fee for a pre-application meeting is **\$300** (\$250 + \$50 Building Department Fee) with an additional \$250 fee for a "no show". To discuss or schedule a pre-application meeting please contact the Planning Department at (772) 467-3737. Please forward any applicable site surveys, site plans or details of the proposal with your application.

Briefly describe the nature of your proposed project: SHORT TERM RENTAL 2 DAYS

Preferred Date and Time of Meeting: AS SOON AS POSSIBLE

Property address or location

715 SOUTH OCEAN DR UNIT L

Parcel ID(s)

2401-504-0012-000-1

Property Owner(s) Name

NICK DANALUK

Applicant/Representative, Company

MICHELLE LONGARZO

Street Address

1425 SW EDINBURGH DR

Street Address

715 SOUTH OCEAN DRIVE UNIT D

City State Zip

PORT ST. LUCIE, FL 34953

City State Zip

HUTCHINSON ISLAND, FL 34949

Phone Number

772-267-9288

Phone Number

772-708-4557

Email Address

NDANALUK@GMAIL.COM

Email Address

SUCOEOPARADISEFLORIDA@GMAIL.COM

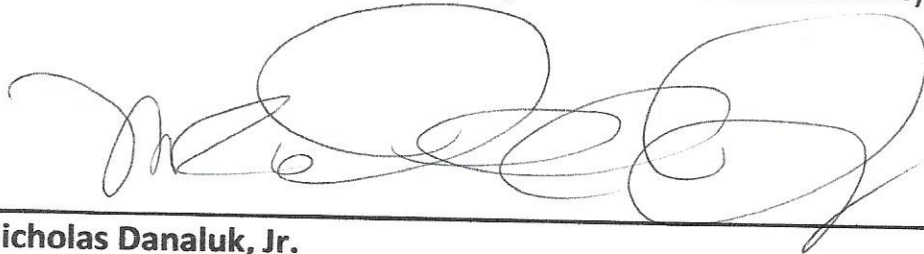
The property owner is aware that a Pre-Application meeting has been requested.

Property Owner's Signature Michelle Longarzo

The purpose of the pre-application meeting is to assist the applicant in assembling a complete application. The pre-application meeting provides an applicant or property owner with specific process information, code requirements, and feedback from representatives of the Planning, Building, Engineering and Utilities Departments, for the proposal. The meeting also provides the applicant an opportunity to address any concerns or challenges that may arise during the process.

NICHOLAS DANALUK, JR.
Slice of Paradise, Inc.
Awareness of Hope, Inc.
1425 SW Edinburgh Drive
Port St. Lucie, FL 34953
772-267-9288

This letter authorizes Michelle Longarzo to have any and all permits signed and filed on my behalf previous and current. Michelle is my Proxy & Applicant for all issues regarding 715 South Ocean Drive, **Unit D & L**, Fort Pierce, Florida 34949 at the Fort Pierce City Hall and Boardwalk Condominium. She has my authorization to make any and all decisions in my absence and unavailability.




Nicholas Danaluk, Jr. 06/30/2020

Produced Florida DL# D542-621-65-462-0

State of Florida County, Port St. Lucie

Affirmed to and subscribed before me this 30th day of June, 2020

Herve J. Lesperance 

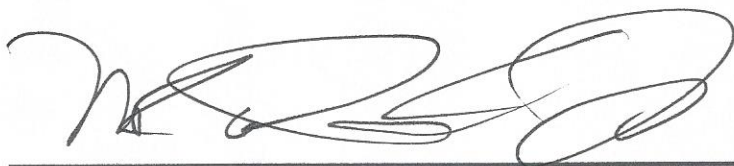
Notary Print Name Signature 06/30/2020

Notary Stamp Below:



NICHOLAS DANALUK, JR.
Slice of Paradise, Inc.
Awareness of Hope, Inc.
1425 SW Edinburgh Drive
Port St. Lucie, FL 34953
772-267-9288

This letter authorizes **Michelle Longarzo** of Florida, DL# L526-552-75-763-9 to have any and all permits signed and filed on my behalf previous and current. Michelle is my Proxy & Applicant for all issues regarding 715 South Ocean Drive, Unit D, Fort Pierce, Florida 34949 at the Fort Pierce City Hall and Boardwalk Condominium. She has my authorization to make any and all decisions in my absence and unavailability.



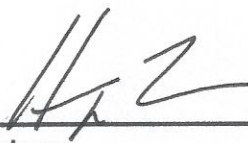
Nicholas Danaluk, Jr.

12/9/2019

Produced Florida **DL# D542-621-65-462-0**

State of Florida County, **Port St. Lucie**

Affirmed to and subscribed before me this **9th day of December**

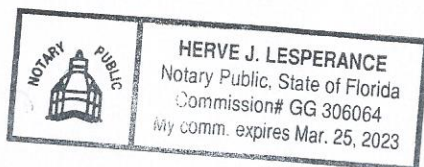
Herve J. Lesperance 

Notary Print Name

Signature

12/9/2019

Notary Stamp Below:



Technical Review Committee - Virtual

4. c.

Meeting Date: 08/20/2020

REQUESTED ACTION

Conditional Use - Ballantyne Vacation Rental - 715 S. Ocean Drive, Unit B

LOCATION

715 S. Ocean Drive Unit B

RESPONSIBLE STAFF

Jennifer Hofmeister, AICP, LCAM

RECOMMENDATION

N/A

Attachments

TRC packet

Form Review

Form Started By: Jennifer Hofmeister
Final Approval Date: 08/06/2020

Started On: 08/06/2020 03:23 PM



TO: Technical Review Committee

FROM: Jennifer Hofmeister, AICP, LCAM

RE: **Technical Review Project #20- 040000011**

Meeting Date: August 20, 2020

Conditional Use – Ballantyne Vacation Rental – 715 S. Ocean Drive Unit B

The above referenced Conditional Use with No New Construction is being submitted for your review and comment. The request seeks to establish a Vacation 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; Vacation Rentals are classified as a Conditional Use in the R4-A 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 (August 18, 2020 - Tuesday).

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

Thank you.

Jennifer Hofmeister, AICP, LCAM
Planning Director



Conditional Use - No New Construction

Property address or Location 715 SOUTH OCEAN DRIVE, UNIT B, FORT PIERCE, FL 34949
 Parcel ID #(s) 2401-504-0002-000-8
 Project description 2 DAY - 6 MONTH SHORT TERM RENTAL

SANDRA JEAN BALLANTYNE
 Property Owner(s)
12436 57th ROAD NORTH
 Street Address
WEST PALM BEACH, FL 33411
 City State Zip
561-601-4344
 Phone Number
SANDY@SANDYCANHELP.COM
 Email Address

MICHELLE LONGARZO
 Applicant/Representative, Title, Company
715 SOUTH OCEAN DRIVE UNIT D
 Street Address
HUTCHINSON ISLAND FL 34949
 City State Zip
772-708-4557
 Phone Number
SLICEOFPARADISEFLORIDA@GMAIL.COM
 Email Address

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

[Signature]
 Property Owner(s) Signature(s) Michelle L. Longarzo

STATE OF FLORIDA - COUNTY of St Lucie
 The foregoing instrument was acknowledged before me this 2nd day of July, 2020, by
MICHELLE LONGARZO who is personally known to me or has produced
APPLICANT FOR SANDRA BALLANTYNE as identification.



LORETTA DENNIS
 MY COMMISSION # FF 145332
 EXPIRES: September 20, 2018
 Bonded Thru Budget Notary Services

Loretta Dennis
 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 _____

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 680 Parking Spaces: 1

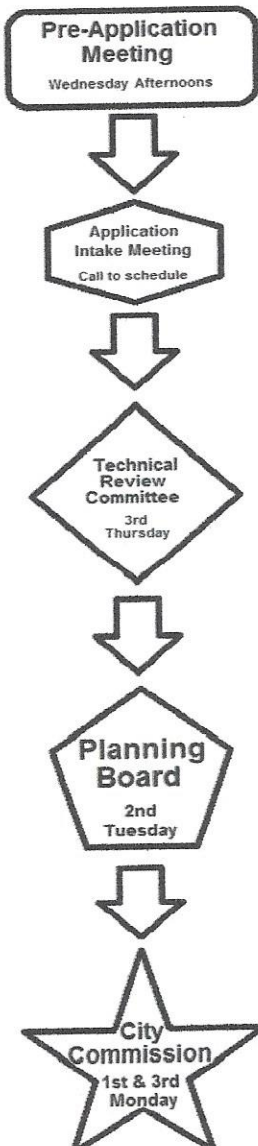
Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
R4A	R4A	R4A	R4A

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



CITY OF FORT PIERCE, FLORIDA

J. B. ...
Mayor
Dr. ...

ZONE _____

Nº 002875

CERTIFICATE OF OCCUPANCY

12-29 1977
(date issued)

The requirements of the Building Code and Zoning Ordinances of the City of Fort Pierce having been complied with in the _____ of the building located at No. 715
(~~construction~~ alteration)

S. OCEAN DR on the land described as follows: LOT 8, 11, 12
(street)
BLK 8 2401-503-0080-000/5
OCEANVIEW S/D

this Certificate of Occupancy is issued to K. M. BROOKS and authority is hereby _____
(name)

granted for the occupancy of said building as a 10 UNIT APARTMENT BLDG and for no other purpose
(type of occupancy)

Building Permit No. 30241

Construction Cost \$ 185,000⁰⁰

Dimensions of completed building 120'-8" X 35'-0"

I hereby agree to apply for the above certificate of occupancy when the work is completed.

Signed _____
(Owner or Owner's Representative)

CITY OF FORT PIERCE
Frank W. ...
Building Official

DATE 8/2 1977

**Narrative of Property 715 South Ocean Drive Unit B , Fort Pierce, Florida
34950:**

- 1) Transient rentals from 2 days to 6 months to bring out of area Florida and interstate revenue to promote new tourism in Fort Pierce.
- 2) Register for DBPR, Florida Sales Tax, St. Lucie Business Tax Receipt. Register for Sunbiz, File for EIN # and Fort Pierce Business Tax Receipt.
- 3) Intent to rent with Air BNB, VRBO, Facebook Market Place, any other social media or form of advertising.

**RULES & REGULATIONS of 715 South Ocean Drive Unit B, Fort Pierce,
FL 34949:**

- Remove all trash and dispose of in the provided trash can
- Peaceful enjoyment of common areas at reasonable hours without excessive noise or music
- Pets need to remain in compliance with local leash and pet fecal disposal laws.
- Smoking is prohibited
- Park in the drive way
- Do not litter
- Do not leave air conditioning on with windows open.
- Return A/C to 77 Degrees when check out occurs.
- Do not remove any property belonging to house except beach towels, beach folding chairs, sand toys and umbrellas. The exception items need to be returned to the house with the sand washed of prior to entry.
- Do not give out copies of keys to any one other than registered guest.
- Do not disturb or harass local wildlife such as sea turtles, manatees and any other wildlife.
- It is unlawful to walk on the sand dunes only use designated walkways.
- No illegal drugs allowed on property.
- No toxic chemicals allowed on property.
- Follow all local and state laws.

Management of Property 715 South Ocean Drive Unit B, Fort Pierce, FL 34949:

- 1) Provide direct customer service with 24/7 service available by phone, text and e-mail. Michelle Longarzo 772-708-4558 and sliceofparadiseflorida@gmail.com
- 2) Access to emergency contractors in plumbing, electrical and HVAC.
- 3) Maintain records of clientele, Name, address, contact number and e-mail.
- 4) Ensure all taxes are paid to the state and the county.
- 5) Provide clean linens, towels, dishware, glasses and beach towels.
- 6) Keep all appliances in clean and good working order.
- 7) Keep Heating & ventilation at minimum of 68 degrees Fahrenheit.
- 8) Maintain (1) locking device that cannot be opened by master key on the interior.
- 9) Maintain smoke alarms in every unit.
- 10) Maintain all electrical wires.
- 11) Maintain a fire extinguisher that is fully charged.
- 12) Maintain well lighted common areas.
- 13) Maintain notifications in the residence that all dishware is cleaned and sanitized by dishwasher only.
- 14) Maintain all areas odor free, clean and in good repair.
- 15) Keep all toxic chemicals labeled and properly stored.
- 16) Supply adequate potable water.
- 17) Protect ice machines from self-contamination.
- 18) Maintain the unit vermin free.
- 19) Maintain extermination throughout the unit bi-weekly.
- 20) Maintain Hot / Cold in every sink.
- 21) Removal of trash

Property Identification

Site Address:	715 S OCEAN DR B
Parcel ID:	2401-504-0002-000-8
Account #:	15009
Map ID:	24/01G
Use Type:	0400
Zoning:	HI Medium
City/County:	Fort Pierce

Ownership

Sandra Jean Ballfentyne
12436 57th Rd N
West Palm Beach, FL 33411

Legal Description

BOARDWALK CONDOMINIUM UNIT B

Total Areas

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

Current Values

Just/Market Value:	\$85,000
Assessed Value:	\$78,540
Exemptions:	\$0
Taxable Value:	\$78,540

Property taxes are subject to change upon change of ownership.

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

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

Property Identification

Site Address:	715 S OCEAN DR B
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Ownership

Sandra Jean Ballantyne
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West Palm Beach, FL 33411

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- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: [Download PDF](#)

Sale History

Date:	Dec 10, 2019
Book/Page:	4356 / 2931
Sale Code:	0001
Deed:	WD
Grantor:	Ross Judith
Price:	\$115,000
Date:	Mar 17, 2017
Book/Page:	3979 / 0937
Sale Code:	0111
Deed:	QC
Grantor:	Ross Judith
Price:	\$100
Date:	Mar 17, 2017
Book/Page:	3979 / 0937
Sale Code:	0111
Deed:	QC

Grantor:	Ross Brian
Price:	\$100
Date:	Sep 21, 2015
Book/Page:	3791 / 0169
Sale Code:	0112
Deed:	SP
Grantor:	Federal National Mortgage Assc
Price:	\$80,000
Date:	May 8, 2015
Book/Page:	3744 / 2010
Sale Code:	0112
Deed:	CT
Grantor:	Boardwalk Owners Association Inc
Price:	\$0
Date:	Jun 11, 2014
Book/Page:	3642 / 0640
Sale Code:	0111
Deed:	CT
Grantor:	Boardwalk Owners Association Inc
Price:	\$3,100
Date:	Feb 26, 2014
Book/Page:	3607 / 2005
Sale Code:	0111
Deed:	CT
Grantor:	Hernandez Hernando
Price:	\$26,800
Date:	Jul 31, 2002
Book/Page:	1564 / 1961
Sale Code:	XX01
Deed:	WD
Grantor:	Baertl Otmar W
Price:	\$74,000
Date:	Apr 10, 1991
Book/Page:	0733 / 1805
Sale Code:	XX00
Deed:	WD
Grantor:	Lglas Roger J
Price:	\$54,000
Date:	May 1, 1985
Book/Page:	0465 / 1625
Sale Code:	XX02
Deed:	CV
Grantor:	
Price:	\$455,000
Date:	May 1, 1985
Book/Page:	0465 / 1625
Sale Code:	XX02
Deed:	CV
Grantor:	Roger J Hites
Price:	\$455,000

Building Information (1 of 1)

Finished Area: 680 SF

Gross Sketched Area: 680 SF

Exterior Data

View:
 Building Type: X019
 Grade: X19B
 Story Height: 1 Story

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

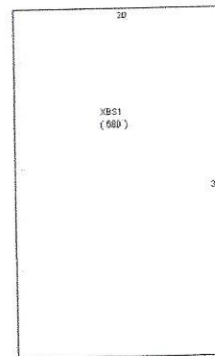
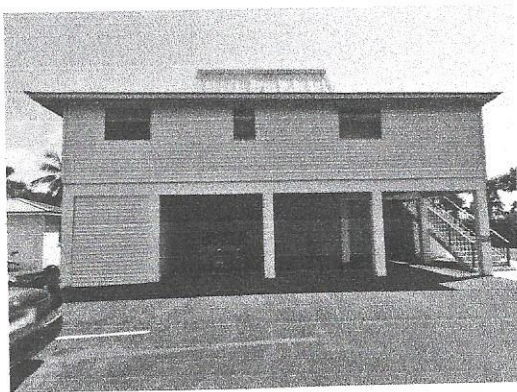
Roof Structure:
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

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

Electric:
 Heat Type:
 Heat Fuel:
 Heated %: 0%

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



Special Features and Yard Items

Current Year Values

Current Values Breakdown

Building:	\$85,000
Land:	\$0
Just/Market:	\$85,000
Ag Credit:	\$0
Save Our Homes or 10% Cap:	\$6,460
Assessed:	\$78,540
Exemption(s):	\$0
Taxable:	\$78,540

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	0.6	Fort Pierce Stormwater Charge	\$41.40

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount

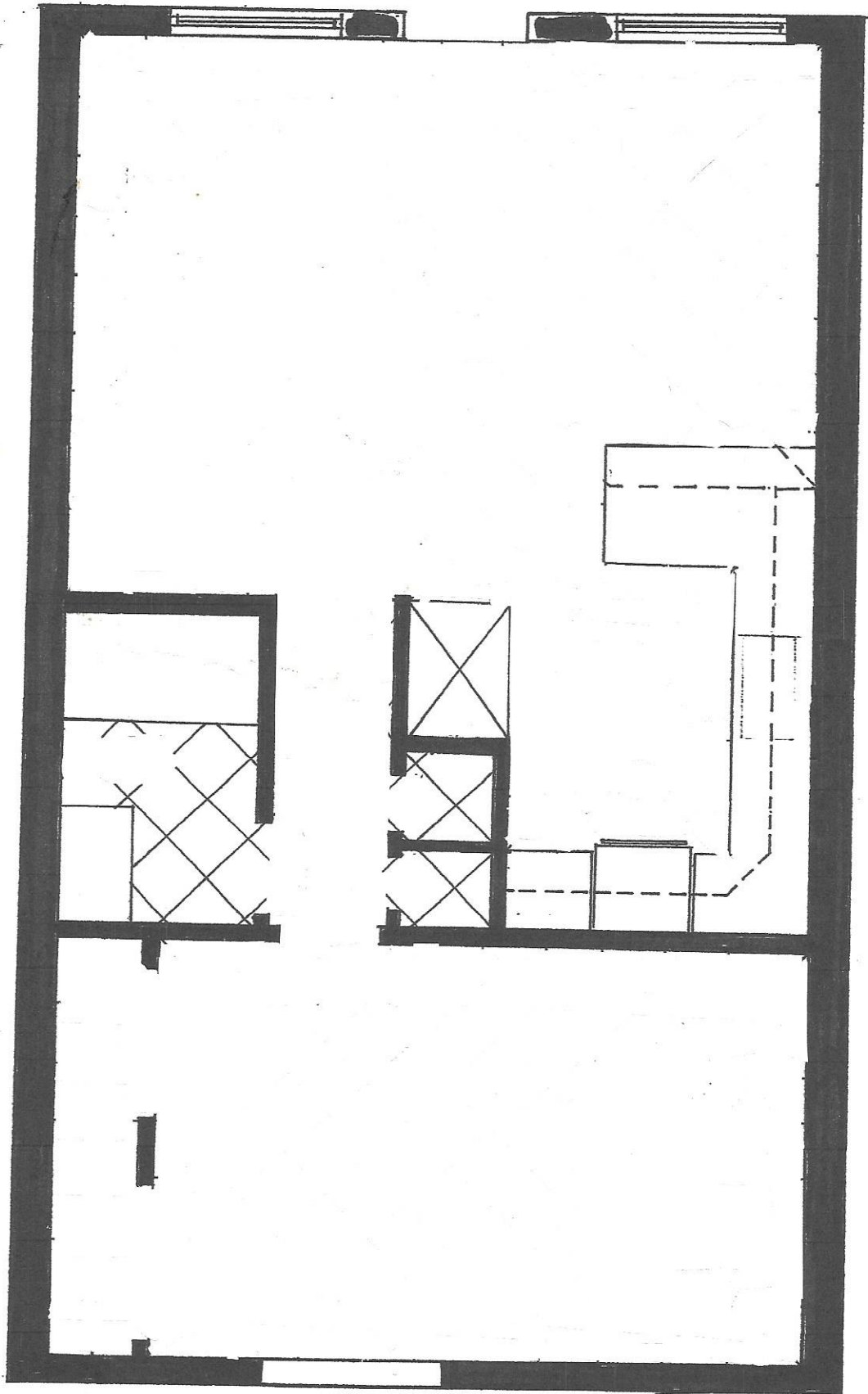
Historical Values

Permits

Number:	MC2004392
Issue Date:	Dec 17, 2004
Description:	Air Conditioning Only
Amount:	\$1,650
Fee:	\$75

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Technical Review Committee - Virtual

4. d.

Meeting Date: 08/20/2020

REQUESTED ACTION

Annexation - 504 Tumblin Kling Road - Jetsons

LOCATION

504 Tumblin Kling Road

RESPONSIBLE STAFF

Brandon C. Creagan, LEED Green Associate, Planner

RECOMMENDATION

Review & Provide Comments

Attachments

TRC Packet

Form Review

Form Started By: Brandon Creagan
Final Approval Date: 08/06/2020

Started On: 08/06/2020 11:54 AM



To: JACK ANDREWS, PE, CITY ENGINEER
MIKE REALS, FP PUBLIC WORKS MANAGER
CHIEF HOBLEY-BURNEY, FP POLICE DEPARTMENT
PAUL THOMAS, FP BUILDING OFFICIAL
JAMES CARNES, PE, FPUA ENGINEERING (WATER/WASTEWATER)
PAUL LAGUERRE, PE, FPUA ENGINEERING (ELECTRIC)
ROD REED, PLS, SLC SURVEYING
GRANT CHAMBERS, PE, SLC ENGINEERING
LESLIE OLSON, AICP, SLC PLANNING & DEVELOPMENT DIRECTOR
LIEUTENANT WAYNE BOYER, SLC FIRE DISTRICT
PEGGY ARRAIZ, FP CODE ENFORCEMENT
PETER BUCHWALD, AICP, SLC TRANSPORTATION PLANNING ORGANIZATION
MURRIAH DECKLE, AICP, SLC TRANSIT SERVICES

FROM: BRANDON CREAGAN, LEED GREEN ASSOCIATE, PLANNER

RE: TECHNICAL REVIEW PROJECT# 20-02000003

DATE: AUGUST 6, 2020

Annexation - 504 Tumblin Kling Road - Jetsons

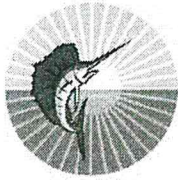
Attached is an Application for Voluntary Annexation for a property located at 504 Tumblin Kling Road. The property is 3.64 acres and currently has a St. Lucie County Zoning of Commercial General (CG), it also has a St. Lucie County Future Land Use of Commercial (COM). Once annexed the City would assign a Zoning of General Commercial (C-3) and assign a Future Land Use of General Commercial (GC). The parcel ID for the lot is 2434-314-0005-000-8.

Please review and provide comments on the project. Please send all comments to my email Bcreagan@cityoffortpierce.com or through interoffice mail to the Planning Department. If you have comments, please respond by August 18, 2020.

Please do not hesitate to contact me should you require any additional information at 772-467-3742.

Thank you.

Brandon Creagan



APPLICATION FOR ANNEXATION

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

Application submission shall include the following:

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

In addition to a complete application, packets shall include:

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

1. Address: 504 Tumblin Kling Road

2. Legal description of real property for which annexation is being requested:
See attached survey

Property Tax ID: 2434-314-0005-000-8

3. Size of described property: 3.64 ac.

4. Project description: Annex entire property

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

6. Current St. Lucie County Zoning: Comm. Gen.

7. Is this a Historic property? No.

8. Appraised value: \$330,400 (Just/Market Value, per SLC PA)


9. Name of Owner(s): JOHN THORNER III

Signature of Owner(s): [Signature]

Mailing Address: 4145 S US1

City FT PIERCE State FL Zip 34982

Phone 772 464-7050 Fax 772 466-5121

10. Name of Representative: MBV Engineering, Inc. - Mr. Ryan McLean
Signature of representative: 
Mailing Address: 1835 20th Street
City) Vero Beach State FL Zip 32960
Phone 772-569-0035 Fax 772-778-3617
E-mail: ryanm@mbveng.com

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

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

This Instrument Prepared by and Return to:
Gonano & Harrell
1600 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT PIERCE, FLORIDA 34950
Our File No. 1565.035
Florida Documentary Stamps have been paid hereon.

_____ Space above this line for Recording Data _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made the 16th day of **June, 2020** by **Marilyn L. Richards, an un-remarried widow** hereinafter called the Grantor, to **Jetson Investments, Inc., a Florida corporation** whose post office address is **4145 U.S. 1, Fort Pierce, FL 34982**, hereinafter called the Grantee:

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

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of **FIVE HUNDRED TWENTY FIVE THOUSAND AND 00/100 (\$25,000.00)** 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.:

SEE EXHIBIT "A"

SUBJECT TO: all restrictions, reservations, covenants, conditions, easements, mortgages and liens of record; all governmental zoning regulations, resolutions, and ordinances; and taxes accruing subsequent to December 31, 2019.

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

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

AND the Grantor hereby covenants that the premises are free from all encumbrances made by Grantor and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the property to the Grantee above named and Grantee's heirs, successors, and assigns, against every person lawfully claiming the property, or any part thereof, by, through, or under the Grantor, but not otherwise.

This property is the homestead of Grantor.

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

Signed, sealed and delivered in the presence of:

Edward W Becht
Witness #1 Signature

Edward W. Becht
Witness #1 Printed Name

Michael K Russell
Witness #2 Signature

Michael K. Russell
Witness #2 Printed Name

x Marilyn L. Richards by
By: Elizabeth R. Russell, her attorney-in-
fact
Marilyn L. Richards by Elizabeth R. Russell, her attorney-
in-fact

State of Florida
County of Saint Lucie

The foregoing instrument was acknowledged by means of physical presence or online notarization
this 10th day of June, 2020, by Marilyn L. Richards by Elizabeth R. Russell, her attorney-in-fact who
is/are personally known to me or has/have produced _____ as identification.

SEAL



EDWARD W. BECHT
Commission # GG 206856
Expires May 12, 2022
Bonded thru Budget Notary Services

Edward W Becht
Notary Public

Printed Notary Name

My Commission Expires:

EXHIBIT A

Parcel 1 (Deed Legal)

The South 150 feet of the W 1/2 of the SE 1/4 of the NE 1/4 of the SW 1/4, LESS the East 90 feet thereof, and LESS the West 60 feet thereof, and LESS the South 25 Feet for Road Right of Way, said land lying and being in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida,

AND

The West 150 feet of the W 1/2 of the SE 1/4 of the NE 1/4 of the SW 1/4, LESS the South 150 feet thereof, said land lying and being in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida

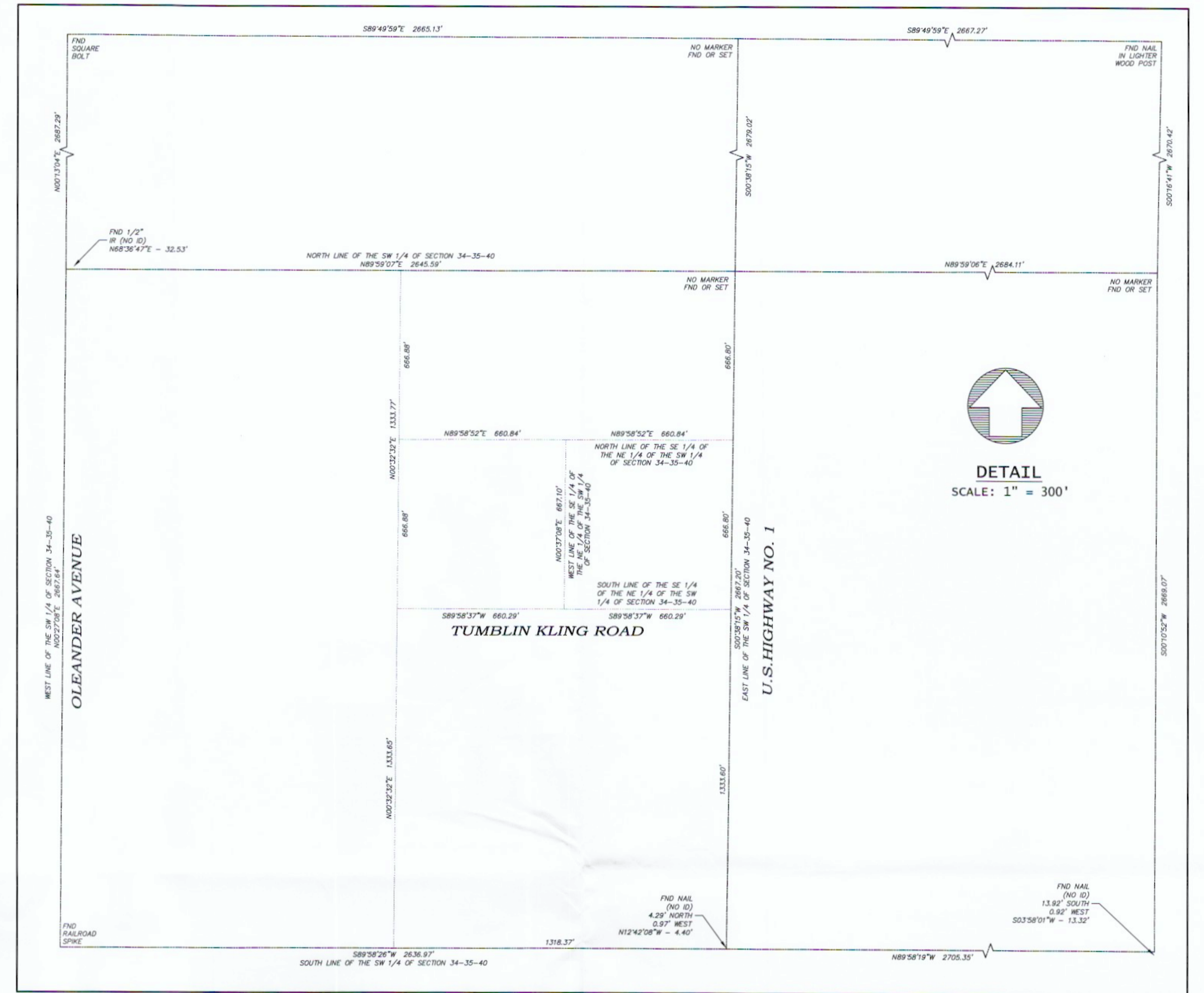
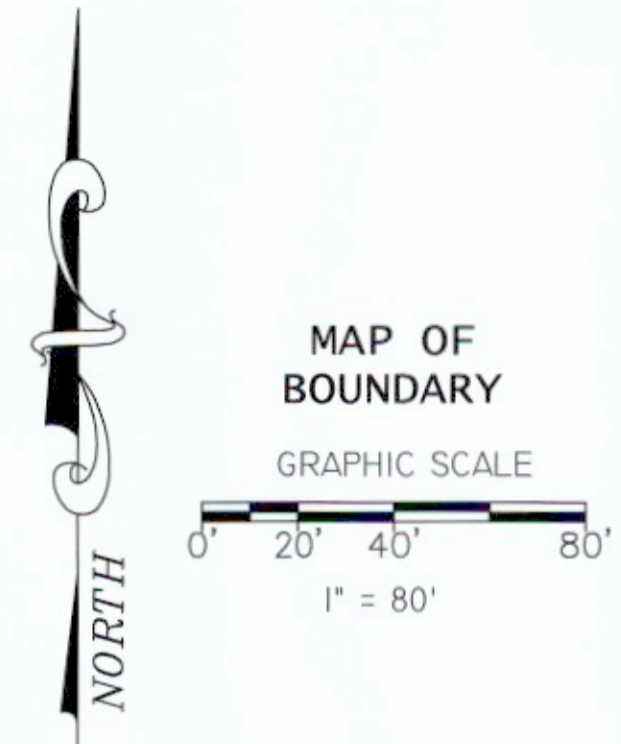
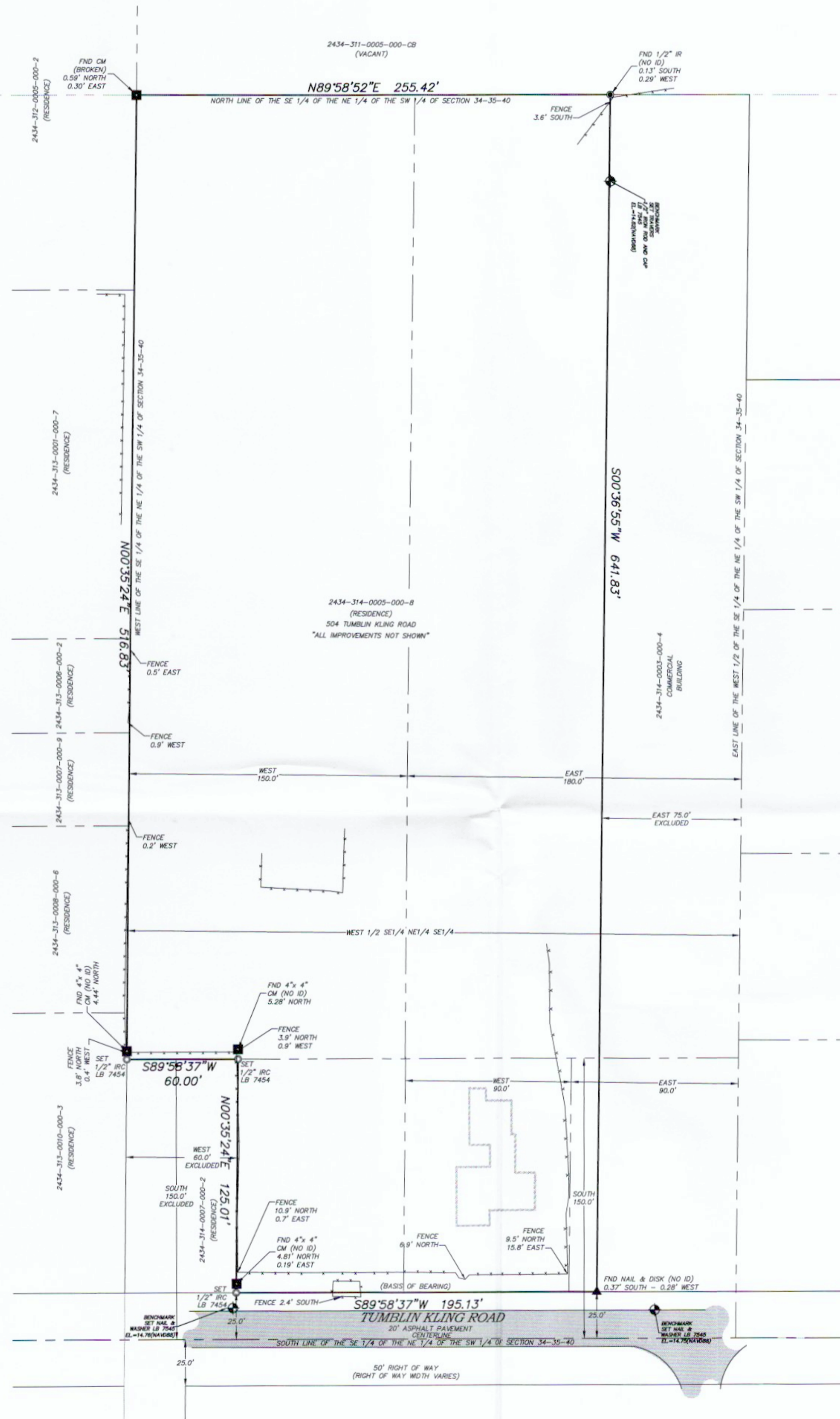
AND

The East 180 feet of the W 1/2 of the SE 1/4 of the NE 1/4 of the SW 1/4, LESS the East 75 feet thereof, and LESS the West 90 feet of the South 150 feet thereof, and LESS the South 25 feet for Road Right of Way said land lying and being in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida

Parcel 2 (Overall Parcel per property appraiser)

W 1/2 of the SE 1/4 of the NE 1/4 of the SW 1/4, LESS the East 75 feet thereof, and LESS the West 60 feet of the South 150 feet thereof and LESS the South 25 feet for Road Right of Way said land lying and being in Section 34, Township 35 South, Range 40 East, St. Lucie County, Florida,

*24/3
6-10-20*



LEGAL DESCRIPTION (ORB 3453, PG. 974):

THE SOUTH 150 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 90 FEET THEREOF, AND LESS THE WEST 90 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

AND

THE WEST 150 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LESS THE SOUTH 150 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

AND

THE EAST 180 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 75 FEET THEREOF, AND LESS THE WEST 90 FEET OF THE SOUTH 150 FEET THEREOF, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

ALSO INCLUDING

THE WEST 90 FEET OF THE SOUTH 150 FEET THE EAST 180 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

(OVERALL PARCEL ALSO DESCRIBED AS):

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 75 FEET THEREOF, AND LESS THE WEST 60 FEET OF THE SOUTH 150 FEET THEREOF AND LESS THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT OF WAY. SAID LAND LYING AND BEING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

SURVEYOR'S NOTES

- 1.) THIS SURVEY DOES NOT DETERMINE OR INDICATE LAND OWNERSHIP.
- 2.) THE SURVEYOR DID NOT RESEARCH OR ABSTRACT THE LAND RECORDS FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE PLAN DESIGNATIONS, ADJOINING DEEDS, LIENS, MURPHY ACT RIGHTS-OF-WAY, AREAS OF LOCAL CONCERN, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF INFORMATION PROVIDED BY THE CLIENT OR INFORMATION OTHERWISE KNOWN TO THE SURVEYOR AND MAY NOT BE COMPLETE.
- 3.) UNDERGROUND UTILITIES, BUILDING FOUNDATIONS, AND OTHER UNDERGROUND FIXED IMPROVEMENTS WERE NOT LOCATED, UNLESS OTHERWISE INDICATED. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF SURFACE INDICATIONS OBSERVED BY THE SURVEYOR AND MAY NOT BE COMPLETE. ALL UNDERGROUND UTILITIES MUST BE FIELD VERIFIED PRIOR TO EXCAVATION OR CONSTRUCTION.
- 4.) JURISDICTIONAL WETLANDS AND ENDANGERED OR THREATENED SPECIES HABITAT, IF ANY, THAT MAY EXIST ON OR AROUND THE SURVEY SITE WERE NOT DETERMINED OR LOCATED.
- 5.) THE SURVEY DATE IS THE FIELD DATE SHOWN IN THE TITLE BLOCK, NOT THE SIGNATURE DATE.
- 6.) THIS SITE LIES WITHIN FLOOD ZONE "X", ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 12111C0189J, DATED FEBRUARY 16, 2012.
- 7.) ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 REFERENCING NOS BENCHMARK Y 430 (PID A77511) AT AN ELEVATION OF 13.45 FEET (NAVD88).
- 8.) BEARINGS SHOWN HEREON REFER TO STATE PLANE COORDINATES FLORIDA EAST ZONE, NAD83, 2011 ADJUSTMENT AND WERE ESTABLISHED BY DERIVING A GRID BEARING OF S89°58'06"W ALONG THE NORTH RIGHT OF WAY LINE TUMBLIN KLING ROAD.
- 9.) COMMONWEALTH LAND TITLE COMMITMENT ORDER NUMBER: 8461771, DATED 05/28/2020 WAS PROVIDED AND REVIEWED BY SURVEYOR.

LEGEND	
BB = BOTTLEBRUSH	OHW = OVERHEAD WIRE
BFP = BACKFLOW PREVENTER	O.R.B. = OFFICIAL RECORDS BOOK
BOC = BACK OF CURB	(P) = PLAT
BWF = BARBED WIRE FENCE	P.B. = PLAT BOOK
CLF = CHAIN LINK FENCE	PERF = PERFORATED
CLP = CONCRETE LIGHT POLE	PG. = PAGE
CM = CONCRETE MONUMENT	PM = PALM
CMP = CORRUGATED METAL PIPE	PSM = PROFESSIONAL SURVEYOR AND MAPPER
CONC. = CONCRETE	PVC = POLY VINYL CHLORIDE
COVD. = COVERED	RPZ = REVERSE PRESSURE ZONE
C/S = CONCRETE SLAB	RCP = REINFORCED CONCRETE PIPE
(D) = DESCRIPTION	SRVYED = SURVEYED
DDCV = DOUBLE DETECTOR CHECK VALE	SOFT. = SOFTENER
EL = ELEVATION	SS = SANITARY SEWER
ELEC. = ELECTRIC	SSCO = SANITARY SEWER CLEAN-OUT
EM = ELECTRIC METER	TC = TOP CONCRETE PARKING
EP = EDGE OF PAVEMENT	TOB = TOP OF BANK
FFE = FINISHED FLOOR ELEVATION	TOS = TOP OF SLOPE
FM = FORCE MAIN	TRNS = TRANSFORMER
FND. = FOUND	TW = TOP WALK
GEN. = GENERATOR	UG = UNDERGROUND
GV = GATE VALVE	WD = WOOD FENCE
H/C = HANDICAP	WL = WATER LINE
HW = HEADWALL	WM = WATER METER
ID = IDENTIFICATION	
IP = IRON PIPE	● = CABLE RISER
IR = IRON ROD	● = FIRE HYDRANT
ICV = IRRIGATION CONTROL VALVE	— = GUY ANCHOR
IRC = IRON ROD WITH CAP	— = UTILITY POLE
LB = LICENSED BUSINESS	— = WATER GATE VALVE IN 2'x2' CONCRETE
LP = LIGHT POLE	— = WATER METER
LS = LICENSED SURVEYOR	— = WATER METER
MH = MANHOLE	— = GATE VALVE
PT = PINE TREE	
★ = PALM TREE	
○ = OAK TREE	
⊙ = HARDWOOD	

INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING
 CERTIFICATE OF AUTHORIZATION No. LB 7545
 1835 20TH STREET, VERO BEACH, FLORIDA 32960
 PHONE (772) 569-7880 FAX (772) 778-3617

REVISIONS	DATE
RECERTIFIED	6/16/2020

504 TUMBLIN KLING ROAD
 CERTIFIED TO:
 COMMONWEALTH LAND TITLE INSURANCE COMPANY
 LAW OFFICES OF GOWLAND & HARRELL
 MARLYN L. RICHARDS
 JETSON INVESTMENTS, INC., A FLORIDA CORPORATION
 EDWARD W. BECHT, P.A.

FIELD BOOK	DRAWN
72	RAF
PAGE(S)	SCALE
31-48	(AS NOTED)
FIELD DATE	JOB #
01/20/20	IRS-19-408

SHEET
1
 OF
2

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

STEVE CARTECHINE, 154895
 FLORIDA REGISTERED LAND SURVEYOR

07/06/2020
 DATE

NOT COMPLETE WITHOUT BOTH SHEETS 1 AND 2

Technical Review Committee - Virtual

4. e.

Meeting Date: 08/20/2020

REQUESTED ACTION

Comprehensive Plan Amendment - (10-Year Water Facilities Work Plan)

LOCATION

N/A

RESPONSIBLE STAFF

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RECOMMENDATION

Review & Provide Comments

Attachments

TRC Packet

Form Review

Form Started By: Rebeca Guerra
Final Approval Date: 08/06/2020

Started On: 08/06/2020 04:02 PM



TO: All Members of the TRC

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Director of Planning

RE: TRC PROJECT NUMBER #20-40000002 (10-YEAR WATER SUPPLY FACILITIES WORK PLAN)

DATE: AUGUST 6, 2020

Comprehensive Plan Amendment 10-YEAR WATER SUPPLY FACILITIES WORK PLAN

Pursuant to Section 163.3177(6)(c)3 Florida Statutes, the City of Fort Pierce is required to update the Comprehensive Plan's Water Supply Facilities Work Plan. To that end, this proposed Comprehensive Plan Text Amendment seeks to revise the City's water demand projections for a planning period of ten (10) years. The attached Work Plan identifies alternative and traditional water supply projects and conservation and reuse activities needed to meet the projected future demands.

Please provide two (2) copies of written comments regarding the above at your easiest convenience. The item will be reviewed at the August 20, 2020, TRC Meeting.

Please do not hesitate to contact me directly should you require any additional information or clarification at (772) 467-3739. Please send all TRC Comments to rguerra@cityoffortpierce.com by no later than **August 17, 2020**.

Thank You,
Rebeca A. Guerra, AICP, LEED-AP, CPD
Assistant Director

Ten Year Water Supply Facilities Work Plan

**Fort Pierce Utilities Authority
City of Fort Pierce
St. Lucie County
Florida**

January 15, 2020

Table of Contents

I. Introduction

II. Water Supply and Facilities Information

A. Service Area

B. Water Supply Facility

C. Raw Water Wells

D. Water Use Permit

III. Projected Demands

IV. Conservation Rate Structure

V. Reclaimed Water

VI. Capital Improvement Plan

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1. FPUA Historical Water Demands
2. FPUA Water Demand Forecast
3. Five Year Capital Improvement Plan

Figures

1. FPUA Water Annual Average Day Flow

Appendices

1. Zoning Map
2. Service Area & Water System Map

I. Introduction

In anticipation of rapid population growth, increasing water demand and the potential threat of inadequate water supplies to both the economy and the environment, the Legislature amended the Florida Water Resources Act (Chapter 373, Florida Statutes) in 1997. The amendments require the water management districts to initiate regional water supply planning in all areas of the state where anticipated sources of water were deemed inadequate to meet the projected water demands for 2020.

The water supply plans include a list of water source options, which have been identified to meet anticipated demands while sustaining water resources and related natural systems. The South Florida Water Management District Board approved the 2006 Upper East Coast Water Supply Amendment (WSA) of July 12, 2006. Local governments are required to adopt their Comprehensive Plan Amendments in conformance with the District WSA by January 1, 2008.

The 2002 Legislature expanded the local government comprehensive plan requirements to strengthen coordination of water supply planning and local land use planning. One of the most significant new requirements is a 10-year Water Supply Facilities Work Plan. The work plan must, at a minimum:

1. Project the local government's needs for at least a 10-year period;
2. Identify and prioritize the water supply facilities and sources of water that will be needed to meet those needs; and
3. Include in the local government's Five Year Schedule of Capital Improvements the capital improvements identified as needed for the first five years, including financially feasible revenue sources. A current five-year schedule must be maintained and updated annually.

In addition the following supporting data and analysis is to be provided to document the utility's water needs and its plan to meet the identified needs:

1. Description of the existing potable water facilities including the design capacity of the production and treatment facilities, the current demand, the geographic area served, relevant consumptive use permit conditions and conservation and reuse practices.
2. Maps of the major water supply facilities and transmission mains.
3. A water supply service area map.

The following report was provided to the City of Fort Pierce, Planning and Development Department by the Fort Pierce Utilities Authority for inclusion in the City of Fort Pierce's Comprehensive Plan in conformance with the requirements described above.

II. Water Supply and Facilities Information

A. Service Area

The FPUA provides potable water to the incorporated section for the City of Fort Pierce (City) and the surrounding areas of unincorporated St Lucie County, including South Hutchinson Island to the Martin County line. The FPUA also provides bulk water to North Hutchinson Island, northern St. Lucie County, and western St. Lucie County. The FPUA currently serves approximately 17,500 water accounts within the FPUA's service area (excluding bulk customers) with a service area of approximately 61 square miles.

As indicated in the FPUA Water & Wastewater Master Plan dated September 2006 and prepared by LBFH, Inc., most of the land inside the City limits is currently zoned and being utilized for residential purposes with the majority specifically zoned as medium density residential. The FPUA's Retail Service Area Boundary was established in the Bulk Water/Wastewater Agreement with St. Lucie County, which also provides for bulk sales of FPUA water and wastewater services to St. Lucie County's retail customers. The predominate medium residential zoning is generally concentrated south of Orange Avenue and north of Midway Road between US 1 and Indian River Drive. The second highest land use category is general commercial. The general commercial zoned areas tend to follow the City's main access roads (i.e. Okeechobee Road, Orange Avenue, and US 1). The vacant land inside the City limits constitutes approximately 16.7% of the total area. Approximately 28% of the area between the City limits and the Retail Service Area Boundary is currently vacant.

In the area between the City limits and the FPUA's Retail Service Area Boundary most of the land is currently zoned as "Agriculture, Residential", "Agricultural", or "Industrial, Light". Agricultural Residential is the largest of the three zoning categories. Based on future land use, the largest category is "Residential" closely followed by "Non-Agricultural Acreage". Areas of Residential lands are located throughout the area between the City limits and the FPUA Retail Service Area Boundary. Large Non-Agricultural Acreage areas are located north and west of the City limits but the largest tracts are concentrated in the northwest corner of the Retail Service Area.

B. Water Supply Facility

The Henry A. Gahn Water Treatment Facility (WTF) treats and supplies potable water to the FPUA service area. The WTF site contains two water treatment plants (WTP's) with two separate treatment processes. The original treatment plant utilizes a lime softening/dual media filtration process which is supplied from a surficial aquifer source. At times Floridan Aquifer water is blended with the shallow surficial wells for treatment in the lime softening WTP. The newer plant constructed in December 2002 uses a reverse osmosis (RO) process to treat water from the Floridan Aquifer.

Treated water from the lime softening and RO WTP's is pumped to three on-site ground storage tanks (GST's). The storage tanks feed four high service pumps (HSP's) that supply the distribution system. There are three re-pump stations located with in the distribution system.

The three ground storage tanks (GST's) at the Henry A. Gahn WTF have capacities of 1.0, 1.5, and 3.0 million gallons (MG) and were constructed in 1959, 1983, and 2000 respectively. The GST's provide water to the main high service pumps as well as the on-site pump station on 25th Street. The two older GST's are reportedly in good condition following rehabilitation in 1999 and follow-up tank inspections performed in 2013.

There are three additional storage tanks at the Jaycee Park, South Hutchinson Island, and Savannah Road re-pump stations. These tanks have capacities of 1.0, 1.0, and 1.5 MG respectively. The January 2007 Capacity Analysis Report (CAR) prepared by Global Tech for FPUA's Henry A. Gahn Water Treatment Facility indicates that no additional expansion plans for the treatment facilities are currently required. In May 2018, FPUA rerated the permitted capacity of the Henry A. Gahn Water Treatment Facility from 18.99 MGD to 23.32 MGD under Permit Number 0081062-398-WC. This sets the permitted capacity of the Lime Softening Water Treatment Process to 12.99 MGD that is to remain the same and the Reverse Osmosis Water Treatment Plant Process firm maximum capacity increases from 6.0 MGD to 10.33 MGD. The current FDEP permitted capacity is more than adequate to meet the demand growth projected over the next 10 years.

C. Raw Water Wells

FPUA currently owns and operates a total of 47 groundwater wells, including 36 wells that draw water from the surficial aquifer and 11 wells that draw water from the Floridan Aquifer. The 36 surficial wells are dedicated to the lime softening WTP along with one Floridan Aquifer well. Eight of the Floridan Aquifer wells normally provide water to the RO WTP. One Florida well is dedicated to the lime softening WTP and two of the Floridan wells could also be routed to the lime softening WTP is needed. FPUA has a continuing program to rehabilitate and improve its existing aquifer wells.

D. Water Use Permit

The South Florida Water Management District (SFWMD) issued Water Use Permit 56-00085W to the FPUA on July 11, 2007. The permit grants the FPUA an annual allocation of 7713 MG of which up to 2920 MG can come from the Surficial Aquifer with the remaining 4,793 MG to be supplied from the Floridan aquifer. Monthly restrictions on the surficial and Floridan aquifer systems are 243.20 MG and 467.98 MG, respectively. This permit expires in 2027.

III. Projected Water Demands

Fort Pierce is located in an area that has experienced a fast-paced growth rate that has recently slowed due to the impact of two hurricane strikes in recent years and a general economic slow down in the national residential construction market. The 2006 Water and Wastewater System Master Plan used a methodology for determining the future water demands that included the utilization of information on potential development activity within the FPUA Retail Service Area and a geographic information systems (GIS) analysis of land use and build able lands within the Retail Service Area.

In addition to the provision of water supply to its own service area FPUA provides water to the St. Lucie County Utilities Department (SLCUD) distribution network. Based on SLCUD's current plan it is anticipated that water will be provided to its North Hutchinson Island and Indian River Estates indefinitely. Demand growth in other areas of the County which receive bulk service from FPUA will be served through existing and new master meters serving the Northern District and the Western District.

Table 1

Fort Pierce Utilities Authority Historical Water Demands

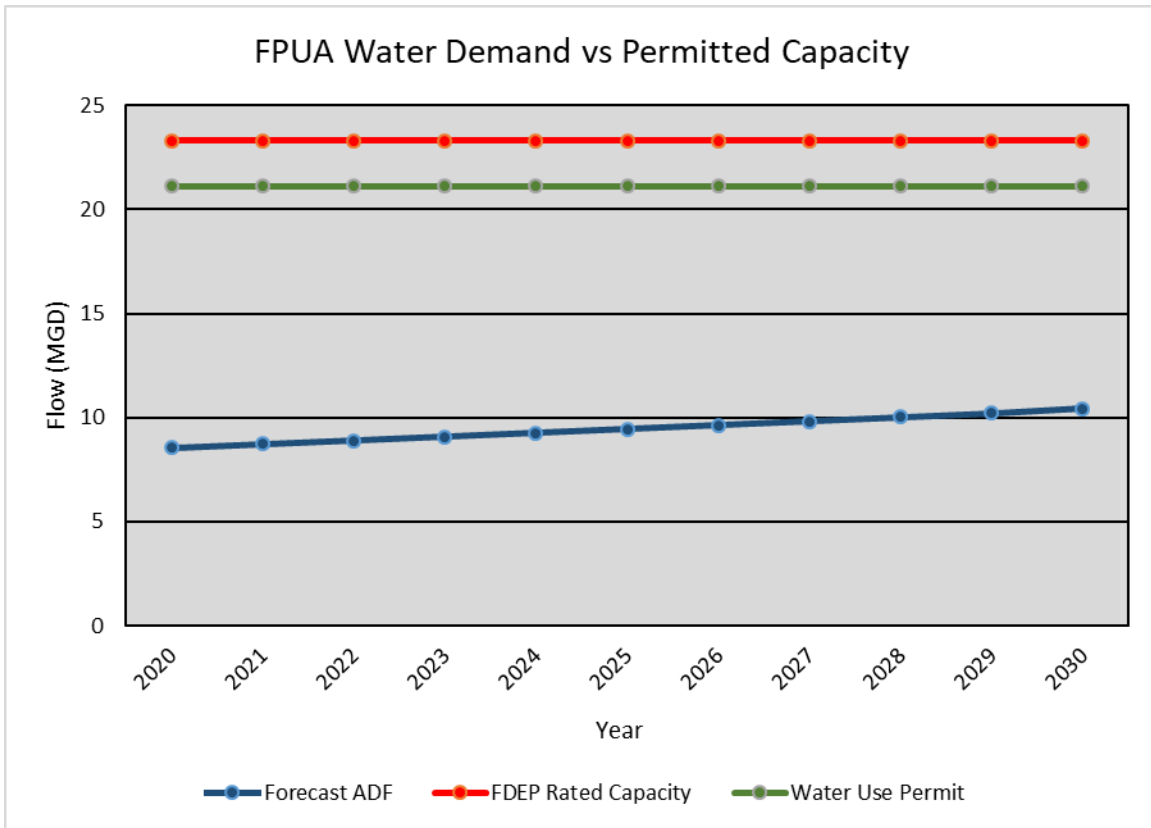
<u>Year</u>	<u>Annual Average Day Flow (mgd)</u>
2010	7.93
2011	8.05
2012	8.12
2013	7.50
2014	7.49
2015	7.54
2016	7.85
2017	8.27
2018	8.79
2019	8.39

Table 2

**Fort Pierce Utilities Authority Forecast Water Demands
From SFWMD Water Use Permit (per capita demand 151 gpd)**

<u>Year</u>	<u>Service Population</u>	<u>Demand (mgd)</u>
2020	56,674	8.55
2021	57,807	8.72
2022	58,963	8.90
2023	60,142	9.08
2024	61,345	9.26
2025	62,572	9.44
2026	63,823	9.63
2027	65,099	9.82
2028	66,401	10.02
2029	67,729	10.22
2030	69,084	10.43

Figure 1



IV. Conservation Rate Structure

The current FPUA water rate structure is a multi-tier conservation rate structure which increases the unit cost as consumption levels increase this rate applies to both residential and commercial customers. The current monthly water usage rate is shown below:

<u>Water Usage</u>	<u>Charge per 1,000 gallons</u>
1-3,000 gallons	\$11.25 flat rate up to 3,000 gals.
3,001 to 10,000 gallons	\$3.75
10,001 to 15,000 gallons	\$4.69
Over 15,000 gallons	\$5.62

As an enhanced conservation measure irrigation customer using in excess of 15,000 gallons per month will be charged \$7.93 per 1000 gallons.

V. Reclaimed Water

FPUA has no existing Reclaimed Water. Reclaimed water will be available when the Mainland Water Reclamation Facility (MWRf) is constructed.

FPUA has entered into an agreement with Florida Municipal Power Agency (FMPA) to provide reclaimed water for use in their cooling towers at their Treasure Coast Energy Center (TCEC). This agreement was executed in October 2005 between FMPA and FPUA. It binds FPUA to guarantee to reserve reclaimed water in the amount of 2.9 mgd for TCEC Unit 1. Under the agreement FMPA will periodically evaluate its reclaimed water needs and notify FPUA of changes in the required quantity of reclaimed water it will need to operate TCEC Unit 1.

The provisions of the agreement between FMPA and FPUA may limit FPUA's ability to enter into additional agreements to provide reclaimed water to other users should FPUA be required to provide the up to 11.6 MGD of reclaimed water capacity FMPA is authorized to reserve and utilize for its future TCEC Units 2, 3 and 4.

FPUA has investigated potential future reclaimed water users at locations that could become large reuse sites within an approximate two mile radius of the MWRf. Sites were identified and owners of the properties contacted to gauge the interest in the use of reuse water. At this time, with the exception of the St. Lucie County Landfill, none of the owners contacted indicated an interest or need for provision of reclaimed water service.

St. Lucie County is planning on constructing a plasma-arc gasification facility at their landfill. The facility was contacted as part of this study and personnel indicated that the water requirements for the facility were still being defined. FPUA will continue to monitor the progress of this project and inquire if it can enter into a reuse supplier agreement with the County for water needed for the new plasma-arc facility.

VI. Capital Improvement Plan

The FPUA prepares an annual capital budget which is reviewed and approved by its Board and the City of Fort Pierce City Commission. As a part of the annual budget preparation process the FPUA updates its Five Year Capital Improvement Plan. Projects included in the plan include both capital improvements which add new system capacity and replacement & rehabilitation (R&R) projects which replace components of the system which are approaching the end of their useful life. A significant portion of new water transmission capacity is constructed by developers and dedicated to FPUA as a part of the development process or through upsizing of existing water mains during the construction of roadway projects as part of City, County or State roadway projects.

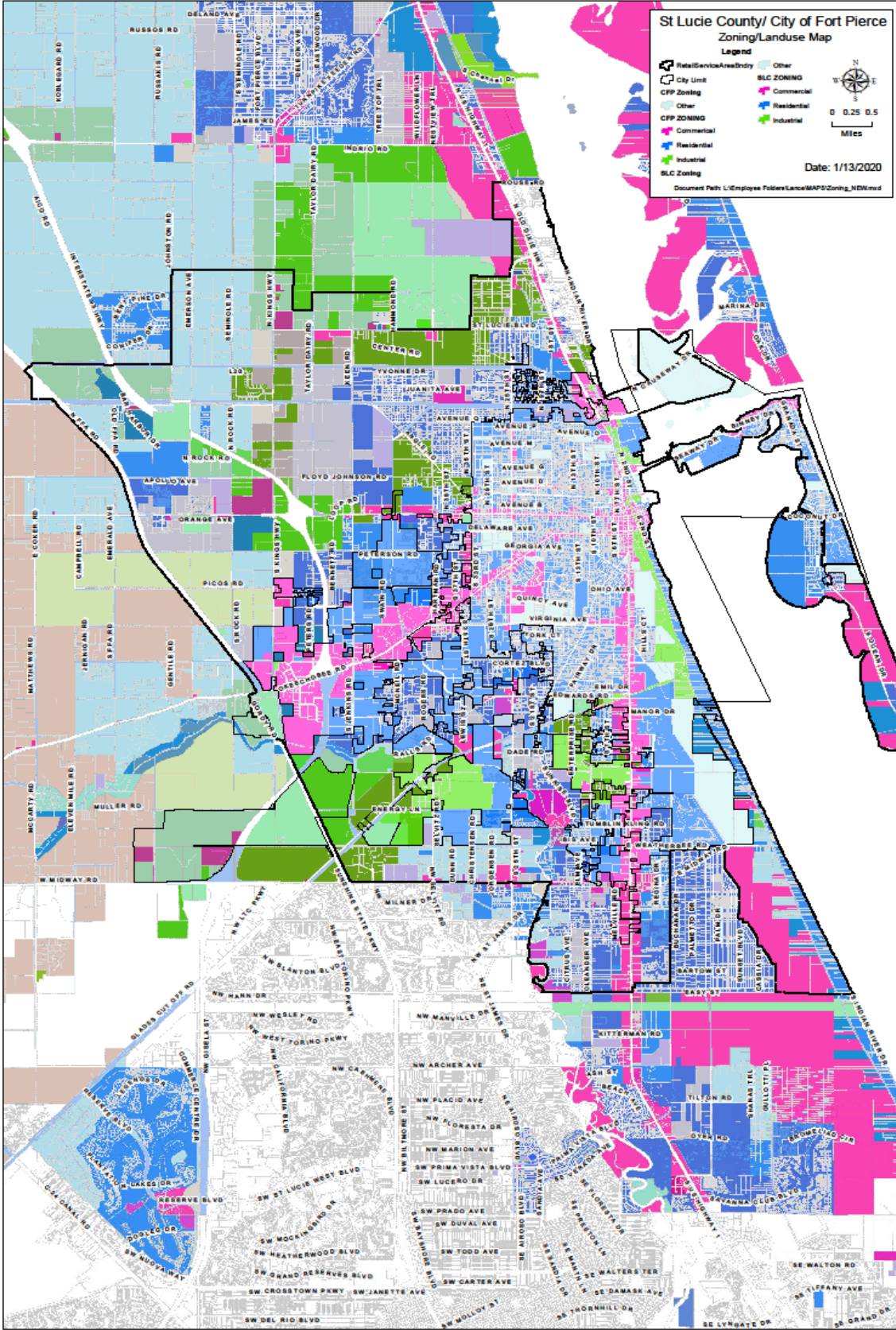
Major plant capital projects include: the ongoing replacement and upgrading of existing surficial wells, the addition of a back up deep injection well for disposal of RO brine

concentrate, the addition of emergency power generators for the Floridan wellfield and the construction of additional emergency power capacity for the RO plant.

Table 3
FPUA Five Year Water Capital Improvement Program FY 2020 to FY 2024

Project Title	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	5-Year Total
Surficial Well Replacement	435,000	440,000	445,000	450,000	455,000	2,225,000
Fire Hydrant New Installations	12,360	12,731	13,113	13,506	13,911	65,621
New Construction-Mains	43,360	45,311	47,350	49,481	51,708	237,210
New Construction-Customer	50,000	50,000	50,000	50,000	50,000	250,000
Rehab & Replacement WM	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Governmental & Other	110,000	110,000	110,000	110,000	110,000	550,000
Water Main Looping	110,000	110,000	110,000	110,000	110,000	550,000
City Roadway Project	300,000	300,000	300,000	300,000	300,000	1,500,000
S.L.C. Roadway Projects	100,000	100,000	100,000	100,000	100,000	500,000
Kings Hwy-Okee Rd to Orange Ave	400,000					400,000
Mura MSBU	450,000					450,000
Miscellaneous MSBU	350,000	350,000	350,000	350,000	350,000	1,750,000
RO Upgrades/Electric Upgrades	315,000					315,000
Floridan Well Field Generator	500,000					500,000
Subaqueous Mains Stabilization	160,000	160,000	160,000	160,000	160,000	800,000
Customer Base Expansion	525,000	525,000	525,000	525,000		2,100,000

Appendix 1
Zoning Map



Appendix 2
Service Area and Water System Map

