

Law Offices
NEILL GRIFFIN MARQUIS, PLLC
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Fort Pierce, FL 34950

Richard V. Neill+
Richard V. Neill, Jr. +☆
Renée Marquis-Abrams*
Ian Eielson Osking
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*Board Certified Wills, Trusts, & Estates Lawyer
☆Certified Circuit Civil/County Court Mediator
+ Board Certified Civil Trial Lawyer
+ Of Counsel

February 12, 2020

Mayor William G. Thiess
2512 Lightlewood Lane
Fort Pierce, Florida 34946

Mr. James Grimes
3203 North Indian River Drive
Fort Pierce, FL 34946

Ms. Ingrid M. Van Hekken
304 Anchor Way
Fort Pierce, FL 34946

Mr. Dale Reed
2811 North Indian River Drive
Fort Pierce, FL 34946

Mr. John Langel
2511 North Indian River Drive
Fort Pierce, FL 34946

Mr. Timothy Ritter
2513 Lightlewood Lane
Fort Pierce, Florida 34946

RE: Town of St. Lucie Village

Gentlemen and Ms. Van Hekken:

Please accept the following as our attorney's report for the February 18th meeting.

1. Underground Electric. Bo Hutchinson will be at the meeting to discuss the installation of underground electric on North Indian River Drive from St. Lucie Lane to Chamberlin.
2. 2304 N U.S. 1 (Carmakal). We've had an inquiry from Tessa Adams about this property. I emailed her and forwarded some past emails with Mr. Pryor to her concerning permitted uses at the property. A copy of my email is enclosed. She will be at the meeting next week.
3. Demming Road. I received the enclosed letter from Bob Raynes. As indicated in my response, also enclosed, I think that we need to further address this issue; and, sooner or later, remove the culverts that have been installed. The photos taken clearly show less fill than I would have expected, suggesting that our decision to proceed was based on incomplete information. I think that spending tens of thousands of dollars determining the issue would be a mistake.

Bill has secured proposals to move the culverts to the Fort Capron Ditch, and to engineer alternative drainage at Demming Road. Copies are enclosed.

4. Fort Capron Ditch Culvert. This is on the agenda. The proposal is to replace an existing culvert.

5. All Aboard Florida. I attended a meeting with the County and FDOT on January 29, and spoke to the FDOT Rail Administration Manager in South Florida, Birgit Olkuch. My file memo on the meeting is attached. I did email her the requested information about Village crossings. See enclosed.

I also emailed Donna the enclosed, proposed response to Ms. Ray's query.

6. Caribee Colony/IRLWC. I have filed comments with exhibits to Emily Rodriguez with FDEP. A copy of the comments (without exhibits) is enclosed.

We also received a letter from Mr. Schwerer, the Pruitts' attorney. A draft response and email to Bill are enclosed.

I have also reached out to outside counsel, Greg Stewart, to ask if he could do an updated review based on evolving circumstances. He is out of the office but I had some preliminary input on our DEP correspondence.

7. Vacation Rentals. I will do some further drafting and plan on a first reading in March.

8. Business Hours. I will do some further drafting and plan on discussion in March.

9. 2020 Election. Just a reminder that elections are coming to the Village on May 5, so we will be preparing and posting notice, etc.

10. Audit. Donna, Ingrid and I will meet on February 17th to discuss matters we might include in a resolution.

11. Zoning Queries. I have heard nothing further concerning Mr. and Mrs. Delo concerning the Bowling Alley property.

12. Codification of Zoning Amendment. I need to get with Bill and get the corrections that he had noticed, put those together with a couple of corrections we noticed in relation to the Permitted Use Table, get those incorporated into the document, and then also add the revisions from 2018-6.

13. 465 Rouse Road (Cartwright). I have emailed Mr. Cartwright and confirmed that his property is not zoned for two separate residences. A copy of my email is enclosed.

14. Comprehensive Plan Amendment. I have instructed Laura to pull information for Javier Cisneros, our marked up map and the list of parcels that need to be added, to update the Future Land Use Map.

15. TNT Construction (Information Request). Ms. Kairalla is a realtor with TNT Construction, the company is requesting information regarding developmental approvals for 2018-2019, and they seem mostly concerned with residential development. I'll follow up on this item.

Mayor and Board of Aldermen

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February 12, 2020

16. Sarasola Generator. This is still under review.
17. Occupational Licenses. I am carrying forward this note that it is probably time to update and revise the governing Village ordinance.
18. St. Lucie School. I'll follow up in a month or so if we haven't heard anything.
19. Referrals to Special Magistrate:
 - a. 4050/4058 N US 1 (Zito)
 - b. 2450 N US 1 (Top Notch Marine)
 - c. 3429-3463 Old Dixie (Danks) - we are working on related paperwork.
 - d. 3100 N. US 1 (Sarasola)

Do feel free to call if there's anything you want to discuss with me before the meeting.

With best regards.

Yours very truly,

Richard V. Neill, Jr.

RVNjr/mk
Enclosures

cc: Donna Dennis, Clerk (w/encls.)
Scott Dennis (w/encls.)
Cathy Townsend (w/encls.)
Wesley Taylor (w/encls.)

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Friday, January 24, 2020 2:35 PM
To: sigsalon@aol.com
Cc: William Thiess; Donna Dennis (donna.dennis@stlucievillagefl.gov); Scott Dennis; Carl Peterson; Laura Marotta
Subject: RE: 2304 N US 1, St Lucie Village

1 of 2

Ms. Adams,

You had asked about the property at the above address and I indicated that I would share some previous emails so you could get a feeling for the issues involved.

I hope that these are helpful.

Sincerely,

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
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Fax: 772-464-2566
rneilljr@neillgriffin.com

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From: Richard V. Neill, Jr.
Sent: Monday, September 30, 2019 2:14 PM
To: 'elighapryor@gmail.com'
Cc: 'William Thiess'; Donna Dennis (donna.dennis@stlucievillagefl.gov); Scott Dennis; Greg Neill
Subject: 2304 N US 1, St Lucie Village

Mr. Pryor,

I apologize for being slow to follow up.

I did locate the below email and attachments. I was hoping to re-review and update my thought process but just haven't gotten to that.

I did tell Lisa I would email you so I wanted to get this to you now.

I also wanted to mention to you that I think that it would be worth talking to the Village Board about your intended use and getting a feeling as to the member's reactions before you settle on your plans for the property.

I don't think that a drinking establishment is clearly permitted, and it sounded as if that was likely where you wanted to start. That is not to say that one would not be permitted if the Village applied the County's regulations, or adopted its own.

If you're interested, I could get you on the agenda to talk to the Board at one of its meetings.

Regards,

Richard

Richard V. Neill, Jr.
Town Attorney
Town of St. Lucie Village, Florida

Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
richard.neill@stlucievillagefl.gov

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

From: rneilljr@neillgriffin.com [mailto:rneilljr@neillgriffin.com]
Sent: Thursday, December 04, 2014 3:30 PM
To: 'Davidortega0720@yahoo.com'
Cc: Bill Thiess (bthiess@fpua.com); 'drorme@comcast.net'; Helen Green
Subject: 2304 N US 1, St Lucie Village

Dear Mr. Ortega:

You had come to the Village Board of Aldermen to inquire about using the property located at 2304 North U.S. Highway 1 as a dance club/drinking establishment with girls in bikinis periodically dancing on the bar and perhaps some outside food service, like a taco stand.

The only discussion on serving food was that presumably providing food in this fashion would require compliance with state and town regulations of mobile food dispensing vehicles. The Village regulations are encompassed in Ordinance 2013-8.

Another point that came up was whether the property had been included in the Village Comprehensive Plan when last updated. That question hadn't previously occurred to me.

What I have now been able to determine is that the Village's last comprehensive plan amendment was adopted in 2011 and the subject property was annexed in 2012. Accordingly, the property is not covered by the comprehensive plan. That creates the issue which I tried to explain to you yesterday.

The problem is that the *Florida Statutes* provide that, if a property which has been annexed is subject to a county land use plan and zoning, those regulations remain in effect until the town adopts a comprehensive plan amendment to include that area in its comprehensive plan. Section 171.062(2), Fla.Stat. We have not done that.

My interpretation of the statute is that the County regulations apply and the Village is to apply them.

That then requires me to figure out which County regulations apply to the property.

County staff has identified the zoning as Commercial General and, as indicated yesterday, my initial reading indicates that Commercial General does not permit a drinking establishment as a matter of right but only as a conditional use.

As a conditional use, it is subject to application and review procedures as provided in Section 11.07.01, et.seq., of the County Land Development Code (LDC).

I also understand that it would be subject to distance requirements as provided in LDC Section 7.10.11. That appears to me to create an additional problem because the property is clearly within a 1,000 feet of the St. Lucie School which, although it is not currently used as a school, does function as a park and/or playground.

Another potential issue is our Building Official's interpretation of what you described at the meeting as being an "adult establishment". I've not had a chance to review this issue but recognize that it could be an issue depending on the nature of the bikinis. I also note that per Section 7.10.10 of the Land Development Code, there would be a problem with distance from the St. Lucie School for this sort of use, as well.

Although I did determine before Thanksgiving that our last comprehensive plan amendment preceded the annexation, I did not begin looking at the County regulations and communicating with the County until this week; so, I've not fully digested how the County regulations apply to your particular request or how the Village would implement the processes provided; and, I can tell you that the Village has never had an application for conditional use permit, so we would be working through the procedures for the first time if that is what takes place here.

Having said that, it seems clear to me that, pursuant to Florida law, the County regulations currently apply; and, from what I have read and from my communications with the County, it also seems clear that a conditional use permit would be required for the use you propose. It further seems likely that a drinking establishment would run afoul of the distance requirements in the County Code; so, there may be an impediment beyond getting conditional use approval.

Obviously, at this point, no application is pending and no decision has been made. These are just my thoughts based on my analysis to date. I would welcome input from your attorney.

I am attaching for your consideration, and for you to forward to your lawyer, copies of Ordinance 2013-8, Section 171.062, Sections 11.071, et.seq., of the LDC, Section 7.10.10 of the LDC, Section 7.10.11 of the LDC, and my e-mail communications with the County as I was trying to figure out the situation.

Finally, because we're talking about their property and you have indicated you will attend the next meeting of the Village Board of Aldermen on December 16, 2014 at 7:00 p.m. at 2841 Old Dixie Highway, Fort Pierce (St. Lucie Village), I'm providing the Carmakals a copy of this e-mail and enclosures, to let them know what's happening. I'm sending it by mail since I don't have an e-mail for them.

Regards,

Richard Neill, Jr.

Richard V. Neill, Jr., Esquire
Neill Griffin Tierney Neill & Marquis
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

cc: Charles Carmakal and Julie Carmakal (w/encls.) (by mail)

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Laura Marotta

From: Richard V. Neill, Jr.
Sent: Friday, January 24, 2020 2:36 PM
To: sigsalon@aol.com
Cc: Carl Peterson; William Thiess; Donna Dennis (donna.dennis@stlucievillagefl.gov); Scott Dennis; Laura Marotta
Subject: RE: Property at US 1 and Naco

2 of 2

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From: Richard V. Neill, Jr.
Sent: Monday, November 04, 2019 4:00 PM
To: elighapryor@gmail.com
Cc: Carl Peterson; 'William Thiess'; Donna Dennis (donna.dennis@stlucievillagefl.gov); Scott Dennis; LMarotta@neillgriffin.com
Subject: Property at US 1 and Naco

Dear Mr. Pryor,

I wanted to review, for my benefit and yours, what I recalled of the discussion with the Board of Aldermen at the last meeting.

To me, it seemed that the most efficient way to put the property into use would be to pursue the matter under the current county regulations. The Building Official was comfortable that a restaurant with bar would be okay in County Commercial General and would not require a conditional use permit. (At the time, we were clear that just a bar would require a Conditional Use permit.)

There was discussion about the type of liquor license associated with the property. You did not know. The Marshal suggested that the type of license might impact the issue of whether operations could continue after food service ceased.

Alderman Ritter, in particular, seemed concerned about post-food-service entertainment. That could impact consideration of the matter if he and others felt that the Village needed to establish regulations on that point.

One question that came up was whether there was a closing time established in the Village. (I don't see one but noise is restricted from 11 p.m. to 7.a.m. (and to 1 p.m. on Sunday.))

We also discussed that you would presumably need to meet ADA requirements, that there might be landscaping requirements, that you were going to need a sign off from the Fire Department, that the Health Department would be involved, that you would presumably need sewer and water connections, etc. There was some discussion about certain types of use, perhaps, requiring that the structure have a sprinkler system.

I understand that the Building Official, Mr. Peterson, spoke with the senior planner at St. Lucie County. What he reported was that the Senior Planner at St. Lucie County said we were correct there can be a restaurant that serves alcohol in Commercial General. Once the band starts playing and it does not serve food, it would require a conditional use. He also stated that, if it was too close to an occupancy type that was restricted because of distance, they would grant a waiver of distance if there were no objections from the property being affected.

Mr. Peterson also advised that, as far as the Building Code, a restaurant would be fine. If it is also used a night club, the Building Code has stricter requirement for that use inside the A2 occupancy type that would trigger a change of use and would require some changes as required in Chapter 10 of the Florida Building Code Existing Buildings and Chapter 9 of the Florida Building Code Building.

Is this helpful? I am trying to communicate things that may well be involved.

Since then, I've also looked at the landscaping/site plan issue. My understanding currently is that, if the matter moves forward under the County code, the County would require that the landscaping be brought up to Code and that the parking lot be re-striped; so, you should expect that the Village would require that if we apply the County code.

If the Village code were to be applied, we would first have to change the Future Land Use Map (which is involved enough that it has to go to Tallahassee), and then our current provisions would, according to my associate, require a full site plan of review, which would be at least as onerous as complying with the County regulations.

I'm sorry if this isn't encouraging. Are there other questions I could try to answer for you?

Regards,

Richard V. Neill, Jr., of
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Fax: 772-464-2566
rneilljr@neillgriffin.com

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GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Our File Number: 50158.00001
Writer's Direct Dial Number: (772) 288-1980
Writer's Direct Fax Number: (772) 288-0610
Writer's E-Mail Address: rraynesjr@gunster.com

January 29, 2020

VIA EMAIL

Village Mayor and Board
Richard Neill, Village Attorney
311 S. Second Street, Suite 200
Fort Pierce, FL 34950

Re: Naen & David King, 3103 North Indian River Drive, Fort Pierce, FL 34946

Dear Mr. Neill:

I am writing this letter as a follow-up to the meeting that was held at your office on January 15, 2020, in which you and I met with Mayor Bill Theiss and my clients, David and Naen King.

The meeting concerned the flooding that has occurred on the King's property since the installation of twin culverts by the Village of St. Lucie. As we have shown, by photographs, before installation of the culverts the Kings' property was dry and usable land. Since the installation of the pipes the Kings have experienced significant flooding that has tendered a large portion of their property unusable, thereby interfering with their use and enjoyment of their land. The water has covered an area as wide as 160 feet and has been as deep as 13 inches.

As we stated at the meeting we can find no legal right for the Village or the adjacent neighbors to convey surface water across the King's property. We also provided you with numerous photographs and a report from GCY, Inc. evidencing that the elevations of the Demming Road right-of-way have never been at any elevation close to the elevations at which the Village installed the pipes.

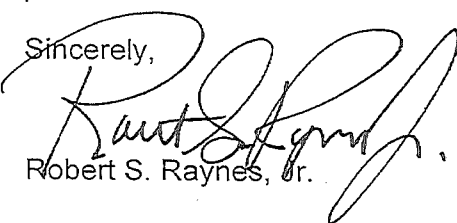
The King's and I were pleased with the concerns that you and Mayor Theiss expressed regarding the flooding that has occurred on the King's property. We were further encouraged, and agreed with, the Mayor's proposal to remove the existing pipes and instead use the existing drainage easement along the North right-of-way line of Demming Road to convey the water through a combination of open ditching and piping.

Significantly, it was also our understanding that the Mayor agreed to remove or fill the existing pipes under Demming Road, as soon as possible, in order to alleviate the current flooding on the King's property. Every day the Village delays removing the culverts it installed represents another day a significant portion of their property remains under water. While we recognized the remaining issue of how to address the water drainage issues presently affecting neighboring lots needs to be addressed, our clients understood and certainly expected the Village to immediately remove the culverts to alleviate the current flooding on their property. Indeed, removal of the culverts was the point of our meeting with you and the Mayor on January 15th.

As you are aware, it is our clients' position that by installing the culverts, the Village performed a taking without adequate compensation to the Kings for same. See *Arkansas Game and Fish Commission v. United States*, 568 U.S. 23 (2012), a copy of which we provided to you at our meeting. We discussed this taking issue during our meeting, and you and the Mayor are aware that the Kings have suffered damages and continue to do so while a significant portion of their property remains flooded. Rainy season is fast approaching and once it hits, the Kings' will undoubtedly suffer further, possibly permanent damages should the Village continue to delay removing the culverts it installed.

We understand that the Mayor must get the approval of the Village Board to take action. It is imperative, however, that this be done immediately. At the very least, the culverts must be removed to prevent further flooding of and damage to the Kings' property. **Therefore, please consider this our clients' notice and demand that as soon as possible the Village remove the culverts to stop the flooding of the Kings' property.** Our clients remain willing to work with the Village to discuss possible resolutions to other drainage issues affecting the area, however, please be advised that no such discussions with our clients can take place until the Village removes the culverts and stops the flooding of our clients' property. Given that the Village was able to install the culverts in under a week, the same should be possible for removal. Accordingly, please remove the culverts **on or before Friday, February 7, 2020.** Absent removal, the Kings will be forced to assume the Village has no interest in amicably resolving this matter. In such case, our clients will consider all legal and equitable remedies available to them in order to best protect their rights. This letter is sent without waiver of any of our clients' rights all of which are hereby expressly preserved.

Sincerely,


Robert S. Raynes, Jr.

Law Offices
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311 South Second Street
Suite 200
Fort Pierce, FL 34950

Richard V. Neill+
Richard V. Neill, Jr. +★
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*Board Certified Wills, Trusts, & Estates Lawyer
★Certified Circuit Civil/County Court Mediator
+ Board Certified Civil Trial Lawyer
◦ Of Counsel

February 6, 2020

Via email only

Mr. Robert Raynes, Jr.
800 SE Monterey Commons Blvd
Suite 200
Stuart, FL 34996-3346

Re: Demming Road

Dear Bob,

I have yours of January 29 and can assure you that this matter will be discussed at the Board's next regular meeting on February 18.

Do please remember that, as was discussed at our January 15 conference, this matter was never going to be addressed in any substance at the January meeting since at least one Alderman was expected to be absent.

Additionally, please do recall that one of the reasons there is a dispute is that the Kings, without a permit, did fill part of the right of way. We are told that caused flooding on the north side of the right of way.

On the applicable law, I concur that there are circumstances under which temporary flooding can constitute a taking; but, I believe the courts in Florida still require proof of the deprivation of "any reasonable use", and I don't think that can be established here.

Frankly, trying to confirm the existence of a drainage easement on the north side of the right of way has delayed moving forward; and, as Susan is aware, we also had another fairly important Village project with a January 28 deadline that consumed a considerable amount of time.

Having said all that, I have expected that, at the Board's February meeting, we would propose the same resolution as was discussed at our meeting at my office. As you recall, that involves drainage along the north side of the right of way and then through the pond toward the front of your client's

Mr. Robert Raynes, Jr.
February 6, 2020
Page 2

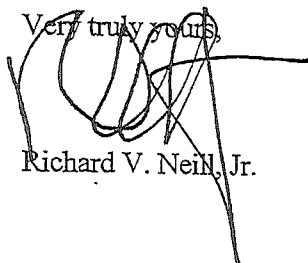
property. I gather that there are now some reservations on your clients' part about that solution, and I've expressed my concern that there's no viable alternative.

We're proceeding on an informal basis so as to avoid expense and delay. I realize that we should probably have a formal agreement before doing anything; but, I would like to think we can proceed in reliance of the parties' good faith.

I do expect that, despite my misgivings, the Mayor will also ask the Board to approve a proposal for prompt removal of the culverts.

I know that one proposed use of these culverts is to do the work at Fort Capron Ditch which we had previously held in abeyance at your request. Is there still some concern about the Village proceeding with that work? Please advise.

Very truly yours,

A handwritten signature in black ink, appearing to be "RVN", with a long horizontal stroke extending to the right.

Richard V. Neill, Jr.

RVNjr/lam

Proposal

Environmental Land Development Inc
201 Campbell Road
Fort Pierce, FL 34945
772-466-2270 FAX 772-462-2208

Date: 2/6/2020

Proposal

Customer ID:

To: Town of St. Luci Village
Bill Thiess
772/559/2835

william.thiess@stlucievillagefl.gov

Contact	Job	Due Date
Will	Demming Rd. pipes and FORT Capron Ditch work	Net 30

[illegible]

Make all checks payable to Environmental Land Development Inc.

Thank you for your business!

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Design Professional Firm:
Stephen Cooper, P.E. & Associates, Inc.
7450 South Federal Highway
Port St. Lucie, FL 34952
(772) 336-2933 office

Client:
Town of St. Lucie Village
P.O. Box 3878
Ft. Pierce, Florida 34948
(772) 466-6900

Date: February 11, 2020
Project No.: 2019-127
Project Name/ Location: St. Lucie Village – Demming Road Drainage Plan
Scope/Intent and Extent of Services:

TASK 3 Drainage Restoration Plan – Ditch Filling in the Right-of-Way

Based on available information, including a recent topographic special purpose survey completed, Engineer shall develop a construction plan which collects runoff on the north side of Demming Road and carries it to the existing Fort Capron ditch outfall. The plan will only address initial runoff and Client understands that the bypass would only carry runoff up to the level of the existing roadway.

TASK 4 Construction Administration

- Assist SLV in the bidding process, as requested
- Address potential bidders questions
- Review bids, as requested
- Review Shop Drawings from the selected Contractor
- Attend a Pre-Construction Meeting, as requested
- Periodic Observation, as needed
- Final walkthrough with SLC and the Contractor
- Review of As-Builts, as requested
- Final acceptance/certification, as requested

Fee Arrangement: Task 3 – Lump Sum \$ 4,000.00
Task 4 - \$ Time and Expense Not to Exceed \$ 2,000.00

Special Conditions: Client to provide Engineer with any available information related to the scope.

The Terms and Conditions and the initials attached to this form are a part of this Agreement.

Accepted by: Town of St. Lucie Village

(Signature) _____

(Printed Name/Title) _____

(Date) _____

Stephen Cooper, P.E. & Associates, Inc.

Stephen Cooper, P.E., President

1 of 2

Terms and Conditions

The Firm shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all cost of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense cost, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or cost attributable to the sole negligence or willful misconduct of the Firm.

Certifications:

Guarantees and Warranties: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risk have all been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Direct Expenses/Fee Schedule:

All direct expenses incurred shall be reimbursed as outlined in the following fee schedule;

Principal Engineer	\$200.00/HOUR
Professional Engineer	\$130.00/HOUR
Engineering Technician	\$ 90.00/HOUR
Engineering Inspector	\$ 80.00/HOUR
Blueprints	\$ 2.50/EACH
Copies	\$ 0.25/EACH

2 of 2

Initial



MEMO

TO: File

FROM: Richard V. Neill, Jr.

RE: Brightline

DATE: January 29, 2020

Attended a conference at the County on 01/29/20 in relation to Brightline. The purpose of the meeting was to discuss FDOT possible assistance with the FDOT. The lead person for the FDOT was Birgit Olkuch, P.E., the Rail Administration Manager out of District 4.

She was present to describe what assistance was available and to find out if the local governments wanted FDOT's assistance.

She and her office have experience working with AAF/Brightline/Virgin from Phase 1 of the project. They had a construction agreement with AAF, which they will share. Very generally, they did an umbrella permit that related to State roads only. One aspect was that it did have security for performance; and, it was "a rolling" deposit in that AAF was only allowed to have \$180,000.00 worth of crossing work going on at the same time, so they had to complete crossings before they could use the security for another crossing.

DOT's assistance would be to review plans and inspect if that was desired. They would review the plans as if the local crossing was a State road. The County, Ft. Pierce and the Village indicated interest.

One problem that they saw in South Florida was the approach and departure grades at the crossings. Patrick, the County Water Quality Director, indicated that would likely be an issue here.

DOT will be looking at geometry, markings, signage, etc. There's not a plan review checklist.

There is an inspection check list. Speaking of which, the inspector, who's an outside contractor is Antonio Piedra. In relation to inspection, I gather that Mr. Piedra would be coordinating with the local authorities so the local authorities can be involved.

DOT will review plans as received and have 60 days to respond. They will identify for all of us the crossings for which they receive plans.

They really don't seem to have their eye on safety equipment so much; and, positive train control, for instance, is not part of their purview on this project. On PTC, however, she did

explain that the FDOT rail system in South Florida had until the end of the year to install positive train control and that other railroads had the ability to negotiate different dates. The All Aboard date would be later than DOT's.

She also mentioned that there were PIO phone conferences, and she will get Bill and myself added to the invite list.

It sounds as if there will be some issues in coordination, particularly concerning things such as local input on plans after DOT has had an opportunity to conclude its comments and before it's comments are done.

She referenced the "dynamic envelope" which is a new program from the Department regarding marking of crossings. They are suggesting that Virgin do that.

Birgit asked me to follow up on which crossings are Village crossings. I will do that.

I did mention our continued interest in quiet zones. Birgit indicated that had been adopted in South Florida. DOT has no connection with that.

The County and Ft. Pierce have recently received some (non-Village) crossing plans.

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Friday, January 31, 2020 1:25 PM
To: birgit.olkuch@dot.state.fl.us
Cc: Kimberly Graham; 'dayanp@stlucieco.org'; William Thiess (william.thiess@stlucievillagefl.gov); Donna Dennis; Laura Marotta
Subject: AAF/Brightline/Virgin -- FDOT assistance to SLC, SLV, FP

Birgit,

It was a pleasure to meet you earlier this week. St. Lucie Village does appreciate the Department's offer of assistance.

Per your request, I am listing the crossings which are within the municipal limits of St. Lucie Village.

Beside each named public crossing, I'm listing the jurisdiction that holds the license for the crossing. Note that on Chamberlain and St. Lucie Lane, the County and the Village have an interlocal agreement concerning dividing the cost. Also note that Tarmac and Shimonek are, to my understanding, private crossings.

Anyway, the crossings lying within the Village's boundaries are as follows:

1. Rouse Road Crossing—County
2. Torpey Road Crossing—Village
3. Milton Road Crossing—County
4. Chamberlin Blvd. Crossing—County but shared expense
5. St. Lucie Lane Crossing—County but shared expense
6. Tarmac Road Crossing at St. Lucie Village Marina—Private
7. Shimonek Lane Crossing—Private

The Village is interested in participating on each of these, except Tarmac—both as to plan review and an opportunity to join any inspection.

Regards,

Richard

Richard V. Neill, Jr., of
Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
rneilljr@neillgriffin.com

CONFIDENTIALITY

The information contained in this e-mail, including any attachments, is privileged and confidential, intended only for the use of the individual or entity to whom it is directed. If you are not the intended recipient, you are hereby notified that

Laura Marotta

From: Richard Neill <richard.neill@stlucievillagefl.gov>
Sent: Wednesday, January 22, 2020 3:12 PM
To: Donna Dennis; William Thiess
Cc: Laura Marotta
Subject: Horns

Donna,

I wanted to briefly follow up on the discussion we had last night about railroad noise so you could share it with Ms. Ray.

A municipality has absolutely no say in whether trains passing through blow their horns or not—unless they establish “quiet zones”.

At this point, the primary reason we cannot have quiet zones is because the establishment of quiet zones requires installation of certain safety equipment. Secondly, we would have to work with the County to coordinate such an effort because, at least as explained to us, you need a larger area than just the length of the Village.

One of the potentially positive things that will come from the All Aboard/Brightline/Virgin Trains project would be installation of that safety equipment. The last plans that were reviewed by Brightline with the County did, to my understanding, meet the “quiet zone standards”.

We will work to ensure that the standard is still met as the project goes forward (we’ll be relying on the County for that determination); and, at least as last discussed, the County was willing to work with us on establishing a quiet zone if the equipment is installed.

Regards,

Richard

Richard V. Neill, Jr.
Town Attorney
Town of St. Lucie Village, Florida

Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
richard.neill@stlucievillagefl.gov

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From: Donna Dennis
Sent: Monday, January 20, 2020 11:18 AM
To: William Thiess; Richard Neill
Cc: Laura Marotta
Subject: Re: Minutes - again

Thank you Bill - I appreciate your input.

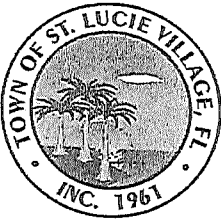
Best regards,

Donna
Donna Dennis
Clerk
St. Lucie Village, FL
772-466-6900

Please Note: Florida has a broad public records law. As a result, any written communication created or received by Town of St. Lucie Village officials and employees will be made available to the public and media upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in person.

From: William Thiess
Sent: Friday, January 17, 2020 11:25:16 AM
To: Donna Dennis; Richard Neill
Cc: Laura Marotta
Subject: RE: Minutes - again

I did see the letter from Diane Ray. There was a letter to the editor in the St. Lucie News Tribune last week expressing concern over the same thing south of us. I doubt we could get any assistance from FEC on this. There may be safety standards they are adhering to. Ms. Ray is also hearing horns from two crossings, Milton Road and Torpey Road. That is particularly annoying for northbound trains because she is close to Milton and they probably start blowing for Torpey as soon as they cross Milton.



Town of St. Lucie Village

PO BOX 3878 • FORT PIERCE, FLORIDA 34948 • (772) 466.6900

January 28, 2020

Sent via email to emily.m.rodriguez@floridadep.gov

Florida Department of Environmental Protection

Attn: Emily Rodriguez

Re: Notice for Lease
File # 56-0171407-006-EI

Dear Ms. Rodriguez,

The Town of St. Lucie Village, Florida ("the Village"), is the municipality in which the dock and associated upland property is located. The Village objects to the proposed submerged land lease.

Over the last 3+ years, the Village has expressed concerns that the proposed dock expansion in a single-family residential community should not be allowed and would expand a neighboring non-conforming use and increase the burden and impact of that activity on the community.

The Town believes that to still be true and does not see any corresponding benefit to the public or the municipality. Moreover, the community suggests that approving a submerged land lease would, in this case, reward improper conduct and the applicant's prior unauthorized use of State lands and resources.

PERMIT RELATED HISTORY

The dock expansion plan associated with the proposed lease is the second version of a project initiated by application filed on 10/28/2016. The current iteration adds 8 dock slips to the previously authorized exempt single-family dock.

The initial version of the dock was actually built—without a permit—almost as soon as the Department received the application. By 11/11/2016, the Department received a complaint that a floating dock had been built; and, an inspection on 11/14/2016 verified that such an unauthorized dock and associated pilings had been installed. (Exhibit 1)

Instead of requiring removal, the Department sent an RAI to the applicant, who did not respond. On 3/29/2017, approximately five weeks after the time for response had expired, a notice of denial was issued. (Exhibit 2) The Department's recommended corrective action was removal of the dock and pilings; and, a compliance assistance offer was sent on 3/30/2017. (Exhibit 3)

An extension of the time for response to the RAI was subsequently granted on 5/19/2017.

That extended time expired on August 17, 2017 and a notice of denial was issued thereafter. It recited that, "the activity does not meet the Conditions for Issuance or additional Conditions for Issuance of an Environmental Resource Permit", noted a number of adverse impacts, and further noted that, even then, on 9/29/2017, the application fee had still not been received. (Exhibit 4)

During this timeframe, Hurricane Irma washed away the floating dock; and, after a complaint that the unauthorized dock was being reconstructed, the Department conducted a field inspection, the report of which recommended removal of the remainder of the floating dock and the associated pilings and mooring piles. (Exhibit 5)

Nonetheless, it was apparently determined that additional time should have been permitted to respond to the RAI; so, the application remains pending; and, the unpermitted pilings remain in place as a hazard to navigation.

VILLAGE PERSPECTIVE

Land use and zoning

The prior and proposed activity has been of substantial concern to the residents of our municipality, and to the governing board.

The proposed project involves expansion of a single family dock which extends from a single family residence which is located on property with future land use (Exhibit 6) and zoning (Exhibit 7) of single-family residential.

The apparent purpose of the project is to benefit a non-conforming use on adjacent property, owned by a separate corporation, on which rental cottages are located. The land use and zoning on that adjacent property is single family residential, as well. Commercial use is not permitted on either of the properties but the cottages

are a pre-existing non-conforming use. That use cannot, however, per the Village ordinances, be expanded. (Exhibit 8)

Going from a single-family dock extending from a single-family residence to a commercial dock supporting an adjacent non-conforming use is contrary to the basic Village land use and zoning. Additionally, it is specifically prohibited by the Village dock regulations, which state that, "docks in residential areas are allowed only as a appurtenant and accessory uses...[and] may not be used for any commercial purpose including, and without limitation, renting of dock spaces or slips." (Exhibit 9)

Facts regarding the residence

There appears to be some misconception about the two properties, particularly about the residence, and their use.

We understand the applicant states that the two properties have been operated together as rentals and, in essence, the dock has always been a commercial dock.

There are myriads of local residents who would assure you that the prior owners, Sam and Virginia Hooper, and Eunice Harrell, personally lived in the residence on the property from which the dock extends and that the residence was not used as a rental in conjunction with the cottages.

That's confirmed by the permitting history on the dock. The Department's own records indicate that those prior owners sought permits/exemptions in conjunction with the dock extending from the single-family residence in which they lived.

This is documented by Ms. Harrell's application and exemption papers showing that the associated upland property was merely that on which the single family residence was located, not the adjacent property with the cottages. (Exhibit 10)

Similarly, after the dock was destroyed during the storms of 2004, the permitting undertaken by then owner, Mr. Hooper, reflected that it was a rebuild related to "the Hooper residence" and the 161 +/- feet of the frontage associated with that residence. (Exhibit 11)

Moreover, the Department confirmed as recently as 1/11/18, that "the dock is currently permitted for single family use" (Exhibit 12); and, per the St. Lucie county Property Appraiser's/Tax Collector's records, the property remained Mr. Hooper's homestead through 2014, the year the property was sold to the applicant. (Exhibit 13)

We don't see that a stated intent of the new owner to use the properties together for a non-permitted purpose—expanding a non-conforming use—is a basis for leasing state lands for a commercial dock in the middle of a single-family residential neighborhood.

Other observations/questions

What is the public benefit to granting a lease for use in connection with a non-conforming use on a separate, separately owned, property?

Combining the two properties, as done under the current plan, distorts the size of the dock which could and should be permitted. If we understand correctly, adding the cottage property adds approximately 50 feet to the frontage which, in turn, adds approximately 500 feet to the permitted square footage. Is there a legal basis for doing this?

Additionally, based on the St. Lucie County Property Appraiser's aerials maps online, it appears that the cottage property does not extend to the lagoon, but rather stops on the west side of North Indian River Drive. Is there documentation of ownership of the frontage on the lagoon?

The Indian River Lagoon is an Aquatic Preserve in which seagrass and aquatic life have, at least to ordinary observation, been under great stress. Even if the footprint of the lease is not currently over seagrass, what are the impacts of bringing 20 to 30 foot boats in and out of this shallow water and across the waterward seagrass beds?

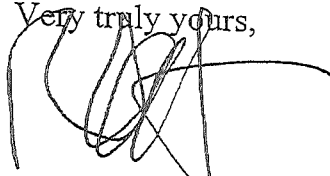
CONCLUSION

The Village urges denial of the requested lease because it is not in the public interest, is not compatible with or allowed under the property's land use and zoning, and will expand a non-conforming use, and increase the burden and impact on surrounding single-family residential neighborhoods.

FDEP
January 28, 2020
Page 5

Thank you in advance for your consideration of this very important matter.

Very truly yours,

A handwritten signature in black ink, appearing to be 'R. Neill', written over the words 'Very truly yours,'.

Richard V. Neill, Jr.
Village Attorney

Neill Griffin Marquis, PLLC
311 S. 2nd Street, Suite 200
Ft. Pierce, FL 34950
772-464-8200
richard.neill@stlucievillagefl.gov

CC via email

Ron DeSantis, Governor
Karen McMillan, DEP
Callie Dehaven, DEP
Bill Thiess, Mayor
Board of Aldermen
Donna Dennis, Clerk

Laura Marotta

From: Richard V. Neill, Jr.
Sent: Tuesday, February 11, 2020 9:38 AM
To: William Thiess (william.thiess@stlucievillagefl.gov)
Cc: Donna Dennis; Laura Marotta
Subject: IRLWC - resp to Schwerer letter
Attachments: 20-02-11 Letter to Rodriguez Compare Version.docx

Bill,

I thought that we needed to consider doing a response to Mr. Schwerer's letter; and, Ian helped me by drafting one.

The attached compare version reflects two versions that he drafted. Laura ran a compare so that it shows how the initial, perhaps more "aggressive", draft was modified to make it a more "toned down" presentation.

I am curious as to your thoughts on the points made and/or other points that might be made.

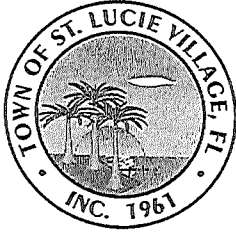
Regards,

Richard

Richard V. Neill, Jr.
Town Attorney
Town of St. Lucie Village, Florida

Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
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Town of St. Lucie Village

PO BOX 3878 • FORT PIERCE, FLORIDA 34948 • (772) 466.6900

SENT VIA EMAIL: Emily.m.rodgriguez@floridadep.gov

Emily Powell Rodriguez
Environmental Specialist II
Florida Department of Environmental Protection
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

RE: FDEP 56-017407-002/003- Robert Pruitt/Caribee Colony/
Indian River Lagoon Waterfront Cottages

Dear Ms. Rodriguez,

This letter is being sent in partial response to the Letter dated January 24, 2020, sent to you by Mr. Robert V. Schwerer on behalf of the above ~~Applicant~~applicant. Mr. Schwerer was responding to my earlier letters and I feel it prudent to ~~respond to~~rebut some of his characterizations and representation ~~at this time~~for the record. This letter is not intended to address or rebut each and every one of Mr. Schwerer's points, but it is intended to provide some clarity into the facts surrounding this dock and some of the relevant provisions of the Town of St. Lucie Village (the "Village") Code of Zoning Ordinances (the "SLV Code").

First, ~~a quick thank you to Mr. Schwerer~~although there are additional and later procedures for highlighting this Firm and my experience on the local government level (specifically as the Village attorney). But, I must contend that SLV Code is different from the Fort Pierce code and ordinances and all are clearly different an apart from FDEP rules and regulations. Our years of municipal experience would not make Mr. Schwerer or myself an expert on FDEP rules or regulations and those years of experience are frankly irrelevantthe Applicant to be engaged in a formal head to the FDEP's review of the subject application.

~~In the present matter, Mr. Schwerer misses the fact that~~head, the Village does have a present interest in the FDEP's approval or denial of this application ~~which would place the Village on equal footing, at a minimum, with the other residents of the Village.~~ Also, the Village is not attempting to utilize the FDEP's processes for the purpose of dealing with its own zoning issues, but the Village does feel and believe that ~~it's~~sits zoning codes and ordinances are an important factor that must be taken into consideration when reviewing this application. The Village's intent and purpose in providing such information to the FDEP is to ensure that all information provided is accurate and provide a voice for the interest of the general public.

It is clear that Mr. Schwerer has ~~relied~~relies heavily upon the "Affirmation of Joint Use/Maintenance License" to support his position that the two properties have always been

utilized jointly (even though they clearly have been and currently still are owed by different owners). But, the entirety of that document is wholly self-serving and the record will ~~demonstratedemonstrates~~ that the ~~affiantAffiant~~ therein makes those statements and assertions without any actual personal knowledge thereof ~~and clearly contrary to the facts as they exist.~~

Please see the attached 2013 TRIM Notice that was sent to the prior owners from the St. Lucie County Property Appraiser's Office. You will note that the St. Lucie County Property Appraiser approved a homestead exemption for property tax purposes for the year 2014 (and also for prior years). Also, see the 2014 TRIM notice that is enclosed herewith, you will note that the 2014 TRIM Notice was sent to Indian River Lagoon Waterfront Cottages ("IRLWC"), that is because IRLWC purchased the property in 2014 and clearly purchased it knowing that it was the primary owner's homestead property. Under Florida law, the homesteadthat year (and also for prior years). That exemption can only be granted for residential property that is homeowner's permanent residence as of January 1 of that given tax year. Also, property cannot be granted homestead status if it is used in connection with any commercial interest/endeavor. Clearly the Hooper's must have applied for homestead status (using a Florida Department of Revenue Form DR-501, a blank form is enclosed herewith for your quick reference) and had to represent and affirm to the local taxing authority that they were using the property as their permanent residence at that time. Also, see the 2014 TRIM Notice that is attached hereto and was sent the the applicant in 2014. Therein you will note that the property was still granted a homestead exemption and that the current applicant had notice of that classification of the property at that time. That representation is clearly in contradiction to the "Affirmation of Joint Use/Maintenance License".

~~It is true that the Village does have its own zoning codes and regulations, but Mr. Schwerer loses sight of the fact that those rules are in fact relevant to the FDEP's determination to deny or grant this application. In fact, the permitting of a marina (or commercial dock) in an area that is zoned exclusively for residential housing and related uses is clearly contrary to the public's best interest and will have an adverse effect on the surrounding properties and residents.~~

~~Mr. Schwerer diddoes highlight some of the relevant provisions from the SLV Code for your review, but he has neglected to highlight the following: "[n]onconforming uses shall not be expanded. This prohibition shall be construed so as to prevent the: (a) enlargement of nonconforming uses by additions to the structure in which such nonconforming uses are located, including the enlargement of a nonconforming structure in which the nonconforming use is located, or (b) the occupancy of additional land, unless the provisions of this Ordinance are met." SLV Code Sec. 3.12.2 (B)(3). It is clearly accepted by all that the cottage rental business is a nonconforming use (it is located upon property that is currently zoned residential).~~ As such, no expansion of that use is impermissible. ~~Please be advised that an (which the expansion of use means and includes and expansion of the intensity of the use (which would include increasing the dock space as proposed herefrom, 3 slips to 11, clearly is).~~

Also, "[a]ny expansion of a nonconforming structure shall not be permitted", SLV Code 3.12.2(C)(3), and "[a]ny part of a nonconforming structure that is damaged or destroyed to the

extent of fifty (50) percent or more of the fair market value of said structure shall not be restored unless that part conforms to the provisions of this Ordinance”, SLV Code 3.12.2(C)(5). There is no logical argument to be made against the fact that the proposed dock would constitute the expansion of the current dock ~~(which if commercial in nature or used in connection with the Cottage Rental Business is non-conforming, at a minimum).~~ Also, this dock is a pre-rule dock (having originally been constructed prior to the FDEP regulating the same) But, what may have been over looked is that this dock was destroy in 2004 by a ~~Hurricane~~hurricane (please see the attached photo) and the then owner did not submit an application to the FDEP to rebuild until more than 12 months later ~~as a FDEP permitted residential dock.~~ So, even if it were proper for this dock to be accessed by and consider in connection with the Cottage property ~~prior to in 2004, it is that non-conforming use was abandoned and it~~ would clearly still be against the St. Lucie Village Code and, as such, contrary to the public interest.

If/when the applicant does come before the Board of Aldermen, the Village will be prepared to argue and prove that any pre-existing non-conforming use of this dock (if it ever did exist at all) was at a minimum abandoned by the prior property owners and, as such, cannot be revived.

Mr. Schwerer also goes on to challenge the characteristics of the proposed dock as a “Commercial” or a “Marina”. On this point it is first important to note that the Applicant characterizes this dock as a marina throughout the documents that ~~they have been provided to FDEP from the Applicant~~ in support of or in connection with their application. Second, it is clear that the cottage rental business (which is located on the adjacent upland parcel) is commercial enterprise (rooms are rented for money). Whether or not the dock slips will be provided at an extra fee is, frankly, irrelevant to whether or not they are commercial. ~~It is clear from the statements of the applicant that they intend to use this dock in connection with a commercial endeavor or as a marina (as the applicant has aptly characterized it).~~

Mr. Schwerer does point out that the Village has its own municipal rules and regulations relating to approval of permits etc. That is true and if/when the applicant does come before the Board of Aldermen, the Village will be prepared to argue and prove that any pre-existing non-conforming use of this dock (if it ever did exist at all) was at a minimum abandoned by the prior property owners and, as such, cannot be revived.

Lastly and as Mr. Schwerer points out, the Village is very concerned about the dock pilings that were erected when this applicant constructed an unpermitted floating dock expansion at this subject dock. Those pilings are unmarked and do not have any reflective tape or illumination on them. In addition to being unpermitted, they pose a substantial risk to health and safety of the Village residents and all persons who traverse that waterway. Mr. Schwerer claims that removal of those pilings will be sought after the approval of this Application. That is not asserted anywhere within the application. (This is just further delay by an applicant who has repeatedly been unresponsive to RAI's and missed deadlines throughout this application process.) The Village again implores the FDEP to order the immediate removal of those pilings as their existence has nothing to do with the current application, the application filed in connection with those pilings has already been denied, and to protect the health and safety of the Village residents and Floridians in general.

Emily Powell Rodriguez
February 10, 2020
Page 4

An additional point that may not have been raised by Mr. Schwerer, but that is worth reference in your continued review of this application, when the subject dock was rebuilt in 2005, then owner, Sam Hooper, applied to the FDEP for an application to rebuild (and slightly expand) the dock. The FDEP granted that application and indicated that the dock was pre-existing private residential dock.

Please feel free to contact me at any time so that we may discuss this further.

Very truly yours,

Richard V. Neill, Jr.
Town Attorney for
St. Lucie Village, Florida
RVNjr/ieo

CC:

Ms. Diane Pupa, via email at: diane.pupa@floridaDEP.gov

Ms. Juliana Gomes, via email at: Juliana.gomez@dep.state.fl.us

Laura Marotta

From: Richard Neill <richard.neill@stlucievillagefl.gov>
Sent: Wednesday, February 05, 2020 3:21 PM
To: paramountfarms@comcast.net
Cc: William Thiess; Donna Dennis; Laura Marotta
Subject: Cartwright query

Steve,

We have pulled and reviewed everything that we can find that would seem to be pertinent to your issue.

I can certainly confirm that your property is not zoned for two separate residences and that, when the new structure was permitted, it was allowed on the basis that the existing structure would be essentially a "mother-in-law" as opposed to a residence separate and distinct from the new structure.

In the course of this review, the Village Clerk spent 7 hours which is charged at \$25.00 per hour and we would've spent at least two hours looking for records, for which the Village charges \$100.00 per hour. The Village has spent, or is obliged to pay, these amounts.

You had indicated you were willing to pay these expenses associated with pulling, reviewing, and finding records for me to review.

Based on foregoing, the amount due is \$375.00. If you will get me a check, payable to St. Lucie Village, in that amount, I will pass it on to the Clerk and will prepare and direct a letter, confirming the above, to you or your designee.

Regards,

Richard

Richard V. Neill, Jr.
Town Attorney
Town of St. Lucie Village, Florida

Neill Griffin Marquis, PLLC
Post Office Box 1270
Ft. Pierce, FL 34954
Telephone: 772-464-8200
Fax: 772-464-2566
richard.neill@stlucievillagefl.gov

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