



## Board of County Commissioners

## Agenda Item Summary

COUNTY  
EXHIBIT #1

File ID: 19-0546

DPQJ-2

Meeting Date: 6/18/2019

PLACEMENT: Departmental - Quasi-Judicial

## TITLE:

HINCKLEY YACHTS REQUEST FOR TEMPORARY CERTIFICATE OF OCCUPANCY

## EXECUTIVE SUMMARY:

Pursuant to Section 10.1.C.3.b., LDR, Hinckley Yachts is requesting a temporary certificate of occupancy for its boat storage building prior to completing all of the required site improvements.

DEPARTMENT: Growth Management

PREPARED BY: Name: Paul Schilling  
Title: Deputy Director

REQUESTED BY: Morris Crady, AICP, Lucido &amp; Associates

PRESET:

PROCEDURES: Quasi-Judicial

FILED FOR RECORD  
COMMISSION RECORDS  
MARTIN COUNTY, FL  
Date 6/18/19 Time  
CAROLYN TIMMANN  
CLERK OF CIRCUIT COURT  
By [Signature] D.C.

BACKGROUND/RELATED STRATEGIC GOAL:

On June 3, 2008, the Board of County Commissioners approved the Hinckley Yachts revised master and final site plan. The project received multiple legislative extensions authorized by the Governor's Executive Orders thereby extending the time frame to complete the project to June 30, 2021.

Completion of the project by June 18, 2019, with the exception of two parking areas is anticipated. The existing parking lot located at the southeast corner of SE Boatyard Drive and the existing parking lot at the southwest corner SE Boatyard Drive adjacent to the waterway must be redeveloped in accordance with the revised master and final site plan. The applicant is requesting a temporary certificate of occupancy beginning June 18, 2019, to allow employees that currently park in the existing parking lots to move to the new parking lot adjacent to the new boat storage building so the work to the existing parking lots, which includes tearing out the stabilized parking and installing drainage, landscaping, etc., can be completed.

ISSUES:

Section 10.1.C.3.b, LDR, establishes a mechanism for the Board's consideration of temporary certificates of occupancy:

*Temporary certificate of occupancy.*

- 1) *In lieu of completing all required site improvements, such as, but not limited to, sidewalks, landscaping, and nonessential utilities, the developer may apply to the Board of County Commissioners for a temporary certificate of occupancy by providing an agreement for the completion of the required improvements. The agreement shall be accompanied by a cash, surety or collateral bond. The form and substance of the agreement shall be as approved by the County Attorney and the amount of the bond shall be 110 percent of the cost of completing the required improvements as certified by an engineer licensed in the State of Florida and approved by the County Engineer.*
- 2) *A temporary certificate of occupancy shall be provided only if all required improvements will be completed within 90 days of the date of the agreement.*
- 3) *The temporary occupancy may not be granted for completion of any structural, electrical, plumbing or mechanical components in buildings nor for the provision of potable water, wastewater treatment, fire prevention or extinguishment facilities or drainage facilities.*

**LEGAL SUFFICIENCY REVIEW:**

Because this request involves the application of a policy to a specific application and site, it is a quasi-judicial decision. Quasi-judicial proceedings must be conducted with more formality than a legislative proceeding. In quasi-judicial proceedings, parties are entitled - as a matter of due process - to cross-examine witnesses, present evidence, demand that witnesses testify under oath, and demand a decision that is based on a correct application of the law and competent substantial evidence in the record.

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Move that the Board approve the applicant's request for a temporary certificate of occupancy based upon the proposed Contract for Construction of Required Improvements for Hinckley Yachts and letter of credit reflecting the Engineer's cost estimate for 110 percent of the cost of completing the improvements as approved by the Public Works Department.

**ALTERNATIVE RECOMMENDATIONS**

Deny the applicant's request for a temporary certificate of occupancy.

**FISCAL IMPACT:**

**RECOMMENDATION**

Staff's time to prepare this agenda item.

Funding Source	County Funds	Non-County Funds
Subtotal		
Project Total		

**ALTERNATIVE RECOMMENDATIONS**

None

**DOCUMENT(S) REQUIRING ACTION:**

- ☐ Budget Transfer / Amendment   ☐ Chair Letter   ☒ Contract / Agreement  
☐ Grant / Application   ☐ Notice   ☐ Ordinance   ☐ Resolution  
☐ Other:

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**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS  
AND INFRASTRUCTURE FOR  
HINCKLEY YACHTS**

**THIS CONTRACT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Hinck Landlord (DE) Limited Partnership, a Delaware limited partnership, hereinafter referred to as Developer, and Martin County, a political subdivision of the State of Florida, hereinafter referred to as County.

**W I T N E S S E T H:**

**WHEREAS**, the Developer has made application to County for a temporary certificate of occupancy; and

**WHEREAS**, completion of certain improvements and infrastructure is required prior to issuance of a certificate of occupancy; and

**WHEREAS**, Section 4.913.B, Land Development Regulations, Martin County Code, provides that in lieu of completion of the required improvements and infrastructure prior to issuance of a certificate of occupancy, security may be posted to insure completion.

**NOW THEREFORE**, the Developer and County agree as follows:

1. Ninety (90) days from the issuance of a temporary certificate of occupancy, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the final site plan approved on June 3, 2008, and construction plans accepted by the County Engineer or his designee, hereinafter referred to as the County Engineer. The itemized list of required improvements and infrastructure is more particularly set forth in Exhibit A, attached hereto and made a part hereof.
2. The Developer shall supply the County with security, in a form acceptable to

the Board of County Commissioners, in the amount of \$179,554.10. Said security is attached as Exhibit B, which represents one hundred ten percent (110%) of the estimated cost of the completion of the required improvements and infrastructure as submitted by a professional engineer licensed in the State of Florida and accepted by the County Engineer and as shown on Exhibit A. The expiration date for any security provided shall be no sooner than three (3) months after the completion date for the required improvements as set forth in Paragraph 1 above.

3. The required improvements and infrastructure shall be constructed in full compliance with the specifications and requirements of the County under the supervision of Developer's Engineer. When complete, Developer's Engineer shall furnish an Engineer's Certification of Construction Completion to the County Engineer for acceptance.

4. Upon receipt of the Engineer's Certification of Construction Completion and a request to release up to one hundred percent (100%) of the posted security, the County Engineer will perform a site acceptance inspection of the constructed improvements and infrastructure with the Developer's Engineer. Should it be determined that all improvements and infrastructure are complete and acceptable to the County Engineer, up to one hundred percent (100%) of the posted security shall be released accordingly.

*Remainder of page intentionally left blank*

5. In the event the required improvements and infrastructure are not completed by the date set forth in Paragraph 1 or the County is advised that the term of the required security will not be extended, County shall have, and is hereby granted, the right to cause the required improvements and infrastructure to be made and to use the security provided herewith for payment of all costs and expenses incurred in the construction thereof, including but not limited to, engineering, legal, and contingent costs. Furthermore, it is agreed by the parties hereto that County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Contract. County shall have the option to construct and install the required improvements with County employees and equipment, or pursuant to public advertisement and receipt of bids, in the event of Developer's failure or refusal to do so in accordance with the terms of this Contract. In the event that the total costs incurred in construction and full completion of the improvements exceeds the amount of security provided, such additional costs shall be paid by Developer on written demand by the County Engineer.

6. Developer designates the following person as its representative to be contacted and to receive all notices regarding this Contract:

Linda Cavanaugh  
 Hinckley Yachts Services  
 One Little Harbor Landing  
 Portsmouth, RI 02871  
 401-683-7217

IN WITNESS WHEREOF, the parties hereto have executed these presents on the

dates indicated below. The date of this Contract shall be the date on which this Contract was approved by the Board of County Commissioners.

# DEVELOPER

HINCK LANDLORD (DE) LIMITED  
PARTNERSHIP, a Delaware limited  
partnership

## WITNESSES:

Linda Calverley  
Name Linda Calverley  
Lauren Ricci  
Name Lauren Ricci

By: David Howe  
Name DAVID Y HOWE  
Title: Manager  
Date: 5.2.19

Address: 4550 SE Boatyard Drive  
Stuart, FL 34997

STATE OF Rhode Island  
COUNTY OF Newport

The foregoing Contract for Construction of Required Improvements and Infrastructure is acknowledged before me this 2 day of May, 2019, by David Howe, manager of HINCK LANDLORD (DE) LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the partnership. He/she ☒ is personally known to me or has ☐ produced \_\_\_\_\_ as identification.

## NOTARY PUBLIC

(NOTARIAL STAMP)



Ellen Kinley  
Name Ellen Kinley  
My Commission Expires: 11-20-2021

ATTEST

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Carolyn Timmann, Clerk of the  
Circuit Court and Comptroller

COUNTY

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

---

Edward V. Ciampi, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

---

Krista A. Storey  
Acting County Attorney



## EXHIBIT A


**MARTIN COUNTY ENGINEERING DEPARTMENT  
ENGINEER'S OPINION OF PROBABLE COST**
PROJECT NAME: Hinckley West Parking Lot

PHASE/PARCEL/PLAT: \_\_\_\_\_

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>EARTHWORK/SITEWORK</b>				
a) Mobilization	1	LS	\$10,000.00	10,000.00
b) Clearing, grading and grubbing	0.5	AC	\$3,000.00	1,500.00
c) Excavation (cut)	1,200	CY	\$7.00	8,400.00
d) Embankment (fill)	600	CY	\$12.50	7,500.00
e) Sod and seed/mulch	2,000	SY	\$2.00	4,000.00
f) Concrete disposal	0.0	TN	\$60.00	0.00
g) Erosion control	1	LS	\$3,000.00	3,000.00
h) Fencing/railing	0	LS	\$0.00	0.00
i) Materials testing	1	LS	\$3,000.00	3,000.00
			<b>Subtotal</b>	<b>37,400.00</b>
<b>ROADWORK</b>				
a) Asphalt milling, 1" avg.	0	SY	\$1.50	0.00
b) Stabilized subgrade, roll in place	0	SY	\$3.00	0.00
c) Stabilized subgrade, Type B, 12" thick	2,080	SY	\$7.50	15,600.00
d) Paving base, optional base group 6	0	SY	\$12.50	0.00
e) Paving base, optional base group 9	2,080	SY	\$15.50	32,240.00
f) Paving base, other	2,080	SY	\$14.00	29,120.00
g) Asphaltic concrete, SP-9.5, 1-1/2" thick	0	SY	\$15.00	0.00
h) Asphaltic concrete, SP-9.5, 2 1/2" thick	0	SY	\$25.00	0.00
i) Asphaltic concrete, SP-9.5, 3" thick	0	SY	\$30.00	0.00
j) Asphalt overlay, SP-9.5 (<= 150 tons)	0.0	TN	\$150.00	0.00
k) Asphalt overlay, SP-9.5 (> 150 tons)	0.0	TN	\$120.00	0.00
l) Pervious asphalt or concrete	0	SY	\$60.00	0.00
m) Concrete curb & gutters	0	LF	\$14.25	0.00
q) Sidewalk, 6' wide	0	LF	\$25.00	0.00
r) Maintenance of traffic (M.O.T.)	1	LS	\$2,500.00	2,500.00
			<b>Subtotal</b>	<b>79,460.00</b>
<b>DRAINAGE</b>				
a) Inlets / Manholes (<10' depth)	2	EA	\$3,000.00	6,000.00
b) Inlets / Manholes (10' or > depth)	0	EA	\$4,000.00	0.00
c) Control structures	0	EA	\$6,000.00	0.00
d) Endwalls	0	CY	\$700.00	0.00
e) Rip-rap	0	CY	\$80.00	0.00
f) Storm culvert, 15" dia. or equiv.	0	LF	\$28.00	0.00
g) Storm culvert, 18" dia. or equiv.	0	LF	\$34.00	0.00
h) Storm culvert, 24" dia. or equiv.	0	LF	\$48.00	0.00
i) Storm culvert, 30" dia. or equiv.	0	LF	\$65.00	0.00



**MARTIN COUNTY ENGINEERING DEPARTMENT  
ENGINEER'S OPINION OF PROBABLE COST**

j) Storm culvert, 36" dia. or equiv.	<u>0</u>	LF	\$88.00	0.00
k) Storm culvert, 48" dia. Or equiv.	<u>0</u>	LF	\$125.00	0.00
l) Exfiltration trench	<u>43</u>	LF	\$100.00	4,300.00
			<b>Subtotal</b>	<b>10,300.00</b>
<b>UTILITIES</b>				
a) Water main, 4"	<u>0</u>	LF	\$13.00	0.00
b) Water main, 6"	<u>0</u>	LF	\$17.50	0.00
c) Water main, 8"	<u>0</u>	LF	\$23.50	0.00
d) Water main, 10"	<u>0</u>	LF	\$31.25	0.00
e) Water main, 12"	<u>0</u>	LF	\$40.00	0.00
f) Water service, single	<u>0</u>	EA	\$790.00	0.00
g) Water service, double	<u>0</u>	EA	\$930.00	0.00
h) Fire hydrant assembly	<u>0</u>	EA	\$3,600.00	0.00
i) Sewer main, 8" gravity (<=8' depth)	<u>0</u>	LF	\$28.00	0.00
j) Sewer main, 8" gravity (<8'-12' depth)	<u>0</u>	LF	\$43.00	0.00
k) Sewer main, 8" gravity (<12'-16' depth)	<u>0</u>	LF	\$88.00	0.00
l) Sewer main, 8" gravity (<16'-20' depth)	<u>0</u>	LF	\$104.00	0.00
m) Sewer main, force, (4")	<u>0</u>	LF	\$13.50	0.00
n) Sewer manhole (<=8' depth)	<u>0</u>	EA	\$2,900.00	0.00
o) Sewer manhole (<8'-12' depth)	<u>0</u>	EA	\$3,850.00	0.00
p) Sewer manhole (<12'-16' depth)	<u>0</u>	EA	\$5,500.00	0.00
q) Sewer manhole (<16'-20' depth)	<u>0</u>	EA	\$8,800.00	0.00
r) Sewer lateral, single	<u>0</u>	EA	\$900.00	0.00
s) Sewer lateral, double	<u>0</u>	EA	\$1,100.00	0.00
t) Lift Station	<u>0</u>	EA	\$0.00	0.00
u) Directional drill (<= 6" dia.)	<u>0</u>	LF	\$50.00	0.00
v) Directional drill (8"-10" dia.)	<u>0</u>	LF	\$88.00	0.00
w) Directional drill (12" or > dia.)	<u>0</u>	LF	\$140.00	0.00
			<b>Subtotal</b>	<b>\$0.00</b>
<b>TRAFFIC</b>				
a) Signage	<u>1</u>	LS	\$200.00	200.00
b) Striping	<u>1</u>	LS	\$2,000.00	2,000.00
c) Control devices (signals)	<u>0</u>	EA	\$0.00	0.00
			<b>Subtotal</b>	<b>\$2,200.00</b>
<b>SURVEY</b>				
a) Setting P.C.P.'s	<u>0</u>	LS	\$0.00	0.00
b) Setting and replacing all P.R.M.'s	<u>0</u>	LS	\$0.00	0.00
c) Setting all lot corners	<u>0</u>	LS	\$0.00	0.00
			<b>Subtotal</b>	<b>\$0.00</b>



# **MARTIN COUNTY ENGINEERING DEPARTMENT** **ENGINEER'S OPINION OF PROBABLE COST**

## **MISCELLANEOUS**

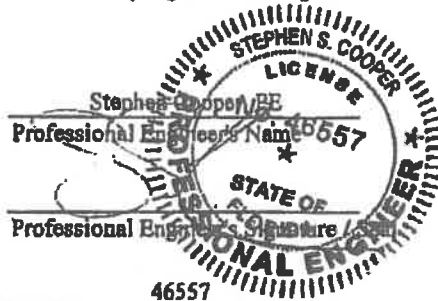
a)	Retainer Wall	100	LF	\$100.00	10,000.00
b)	Landscaping	1	LS	\$23,871.00	23,871.00
c)	Contingency (10%)	1	LS	\$16,323.10	16,323.10
				Subtotal	\$50,194.10

**TOTAL ESTIMATED COST OF IMPROVEMENTS** **\$179,554.10**

### **\*\*Disclaimer\*\***

- 1) Unit prices pre-entered on this spreadsheet reflect Martin County annual requirements contractors' unit prices and should not be modified without the approval of the County Engineer or his designee.

Prepared by:



P.E. No.

March 15, 2019

Date

Stephen Cooper, PE & Associates, Inc. CA8857  
 Firm's Name and Licensed Business No. (if applicable)

7450 S Federal Hwy, Port St. Lucie, FL 34952  
 Firm's Address

772-336-2933

Phone No.

*[Signature]* 3/15/19  
 County Engineer's (or designee) Acceptance

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: MAY 15, 2019

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68146326

APPLICANT  
HINCK LANDLORD (DE) LIMITED  
PARTNERSHIP  
399 PARK AVENUE, 14TH FLOOR  
NEW YORK, NY 10022

BENEFICIARY  
BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FL  
2401 S.E. MONTEREY ROAD  
STUART, FL 34996

ISSUING BANK  
BANK OF AMERICA, N.A.  
ONE FLEET WAY  
PA6-580-02-30  
SCRANTON, PA 18507-1999

AMOUNT  
NOT EXCEEDING USD 179,554.10  
NOT EXCEEDING ONE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED FIFTY FOUR  
AND 10/100'S US DOLLARS

EXPIRATION  
AUGUST 7, 2020 AT OUR COUNTERS

DEAR COMMISSIONERS:

BANK OF AMERICA, N.A. ("BANK") HEREBY ESTABLISHES AND OPENS ITS IRREVOCABLE LETTER OF CREDIT NO. 68146326 IN FAVOR OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA ("COUNTY") FOR THE ACCOUNT OF HINCK LANDLORD (DE) LIMITED PARTNERSHIP ("APPLICANT") IN THE AMOUNT OF \$179,554.10, EFFECTIVE AS OF MAY 15, 2019, AVAILABLE TO THE COUNTY UPON WRITTEN DEMAND FOR PAYMENT TO THE BANK AS SET FORTH BELOW.

WE HAVE BEEN INFORMED BY THE APPLICANT THAT THIS LETTER OF CREDIT IS FOR THE PURPOSE OF SECURING THE APPLICANT'S PERFORMANCE OF THE WORK SPECIFIED IN THE CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS AND INFRASTRUCTURE BETWEEN THE APPLICANT AND THE COUNTY DATED MAY 21, 2019, A COPY OF WHICH IS ATTACHED AS EXHIBIT A, AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY FOR DAMAGES AND COSTS (INCLUDING ATTORNEYS' FEES) IT INCURS IN THE EVENT THE APPLICANT DEFAULTS ON SUCH MAINTENANCE OBLIGATIONS.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO THE COUNTY HEREUNDER NOT EXCEEDING THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT AGAINST THE COUNTY'S SIGHT DRAFT UPON MENTIONING OUR LETTER OF CREDIT NO. 68146326, ACCOMPANIED BY A STATEMENT SIGNED BY THE AUTHORIZED OFFICER OR SIGNATORY OF THE COUNTY TO THE EFFECT THAT: (A) THE APPLICANT HAS DEFAULTED ON ITS OBLIGATIONS TO PERFORM THE WORK UNDER EXHIBIT A; AND (B) IT IS THE COUNTY'S RIGHT AND/OR OBLIGATION TO PERFORM AND COMPLETE THE WORK CALLED FOR UNDER THE TERMS OF EXHIBIT

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68146326

A; AND (C) THE COUNTY'S CLAIM INCLUDES THE COSTS OF PERFORMING AND COMPLETING THE WORK AND CONTINGENT COSTS AND EXPENSES, TOGETHER WITH ANY DAMAGES, EITHER DIRECT OR CONSEQUENTIAL WHICH THE COUNTY MAY SUSTAIN ON ACCOUNT OF FAILURE OF THE APPLICANT TO CARRY OUT AND EXECUTE ITS OBLIGATIONS TO PERFORM AND COMPLETE THE WORK UNDER THE EXHIBIT A; AND (D) THE COUNTY WILL PROMPTLY REFUND TO THE BANK ANY PORTION OF SUCH FUNDS DRAWN WHICH EXCEEDS THE COSTS AND DAMAGES TO THE COUNTY AS A RESULT OF THE APPLICANT'S DEFAULT OF SUCH OBLIGATIONS.

THIS LETTER OF CREDIT EXPIRES ON AUGUST 7, 2020 UNLESS THE BANK DELIVERS WRITTEN NOTICE TO THE CONTRARY TO COUNTY AND APPLICANT.

IF WE RECEIVE THE COUNTY'S SIGHT DRAFT AND STATEMENT AS MENTIONED HERE AT BANK OF AMERICA, N.A. ONE FLEET WAY, PA6-580-02-30, SCRANTON, PA 18507-1999, ATTN: GLOBAL TRADE OPERATIONS, STANDBY UNIT ON OR PRIOR TO THE EXPIRATION DATE, WE WILL PROMPTLY HONOR THE SAME.

BANK AGREES THAT PARTIAL, MULTIPLE AND SUCCESSIVE DEMANDS FOR PAYMENT MAY BE MADE BY COUNTY UP TO AND INCLUDING THE EXPIRATION DATE.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

SINCERELY,

BANK OF AMERICA N.A.

  
ASSISTANT VICE PRESIDENT



THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68146326

STATE OF Pennsylvania  
COUNTY OF Lackawanna  
THE FOREGOING IRREVOCABLE LETTER OF CREDIT IS ACKNOWLEDGED BEFORE ME  
THIS 15 DAY OF May, 2019, BY  
Jennifer Whitlock, AS  
HVP (TITLE) OF  
Bank of America, N.A. (BANK), WHO (X) IS  
PERSONALLY KNOWN TO ME OR ( ) HAS PRODUCED  
AS IDENTIFICATION.

NOTARY PUBLIC

(SEAL)

NAME PRINTED: Nicole Bianchi  
MY COMMISSION EXPIRES: 09/09/2019

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
NICOLE BIANCHI, NOTARY PUBLIC  
MOOSIC BORO, LACKAWANNA COUNTY  
MY COMMISSION EXPIRES SEPT. 09, 2019

PAUL SCHILLING  
2401 SE Monterey Road, Stuart, FL 34996  
(772)-288-5473 [pschilli@martin.fl.us](mailto:pschilli@martin.fl.us)

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## WORK EXPERIENCE

Deputy Growth Management Director	November 2018- Present
Development Review Administrator	May 2017-November 2018

Coordinate the review of development applications. Supervises staff activities including; review of proposals for development, variances, and various permit approvals; assessment of impact of development proposals and recommending mitigating conditions; development and implementation of land development regulations.

Review of site development standards for permit applications; and participation in site compliance review with other county divisions to ensure compliance with approved development orders and land development standards.

Assist in developing policies applicable to land use and development.

Assist the general public and other agencies with planning related information.

Reviews studies conducted by other agencies.

Confers with civic leaders, government officials, resident groups and homeowner associations to identify issues, goals and objectives, and to discuss alternate plans for meeting physical, social and economic needs.

Provide technical and advisory assistance to local governments and agencies in matters of development activities.

Represents the County at local, regional, and state levels on planning policy matters.

Coordinate work with the County, municipal, and regional officials concerning mutual planning issues to effectively coordinate development projects and programs.

Principal Planner - Development Review Division	2006-2017
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Development review project management. County Project Coordinator, responsible for leading the Development Review Team (made up of several divisions, departments, agencies) in the review of development applications. The project coordinator is responsible for creating a staff report to reflect the

DRT findings. The intended end result is project compliance reflected through a detailed staff report which is presented to the decision maker. Responsible for all aspects of the project from inception to post approval.

Provides assistance to local government in matters of plan implementation and development of regulatory codes and ordinances. Analyzes inter-departmental procedures for development review, and proposes organizational changes. Evaluates county government policies and large scale, long range development proposals to judge their effect on the community's fiscal, environmental, social and physical characteristics.

Prepares agenda reports for monthly meetings/public hearings and other meetings as required. Documents review process and records procedural compliance.

Variance application processing for the Board of Zoning Adjustment. Prepares staff report and agenda report for monthly hearings. Documents review process and records procedural compliance. Presents applications at monthly meetings.

Assist with Code Enforcement/Site Plan violations, investigations, testify before the Code Enforcement Magistrate in some instances.

Building permit review/Community Redevelopment Agency (CRA) Alternative Compliance determinations. Provide technical assistance to the CRA.

Serve as back up for department several function including customer service, building permit review, environmental regulations/permitting and addressing of parcels. Special projects, zoning determination letter requests, project information compilation.

#### Senior Planner – Environmental Division

Responsible for reviewing the majority of environmental permitting within the County including properties adjacent to preserve areas and waterfront. Responsible for the review of shoreline hardening permit applications, wetland waivers, and shoreline protection zone waivers.

#### Senior Planner – Development Review Division

Responsible for managing rezoning and minor final site plan applications. Created zoning determination letters and technical research studies as directed. Addressing coordinator.

#### Zoning/Code Compliance Technician - Development Review Division

Assisted public in determining permitted and conditional uses of land under the approved zoning and land use maps. Interpreted various elements of the Land Development Regulations and Comprehensive Growth Management Plan.

#### Assistant Project Manager

1998-2006

*Nick Miller, Inc. Palm Beach Gardens, FL*

In this position I received 8 years of experience in all phases of land development work in South Florida. The areas of land development that I have worked in include residential and commercial construction, underground utilities, paving and as-builts. My areas of work included employing AutoCAD and ArcGIS software to design and create detail survey maps, assisting managers in department functions and



processes, fill-in as survey manager when needed, interact with clients and attend public hearings on behalf of clients. Participated in large scale surveys for various State and Federal agencies including the SFWMD and USACE. My field work included the precise location of and measurement of points, elevations, lines, areas and contours for construction. Formulated technical reports and sketches to describe work performed, trained and motivated crew members. Interacted with field crew members to facilitate the collection of precise data, analyzed the collected data for quality control, presented data to Company President, VP, and clients.

#### EDUCATION

Bachelor of Science: Professional Administration: Barry University, Miami Shores, FL.

#### TECHNICAL SKILLS

Operating Systems: Windows

Applications: AutoCAD Land Development Desktop, ArcGIS, Trimble Geomatics Office, Softdesk, Microsoft Office Suite, Web based data systems, KIVA, Oracle, Adobe Suite

#### PROFESSIONAL CERTIFICATIONS

Certified Survey Technician NSPS-ACSM

2001-Present