



**AGENDA
BOARD OF ADJUSTMENT
REGULAR MEETING
APRIL 20, 2022
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER / ROLL CALL / DETERMINATION OF QUORUM**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MEETING MINUTES**
 - 3.1 Approval of Minutes for the February 16, 2022, Regular Meeting.
- 4. NEW BUSINESS**
 - 4.1 BOA 2022-0012 - STEVE HORVAT, 2795 TURTLE SHORES DRIVE
Variance to Section 10.01.00 to decrease rear setbacks by 6 inches for installation of a pool. (*Quasi-Judicial*)
- 5. BOARD BUSINESS**
 - 5.1 Election of Chair
 - 5.2 Election of Vice-Chair
- 6. STAFF REPORT**
 - 6.1 Advisory Board/Committee Meeting Minutes Policy Update
- 7. PUBLIC COMMENT**
- 8. ADJOURNMENT**

THE NEXT BOA REGULAR MEETING IS SCHEDULED FOR WEDNESDAY, MAY 18, 2022.

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact (904) 310-3115 or through the Florida Relay Services at 711 at least 24 hours in advance to request such accommodations.

All interested parties may appear at said meeting and be heard as to the advisability of any action, which may be considered with respect to such matter. For information regarding this matter, please contact the Planning Department (904) 310-3135.



**MINUTES
BOARD OF ADJUSTMENT
REGULAR MEETING
FEBRUARY 16, 2022**

1. CALL TO ORDER 5:00

2. ROLL CALL / DETERMINATION OF QUORUM

MEMBER PRESENT:

Matthew Miller (Chair)	Barry Hertslet
Chuck Oliva	Geoffrey Grant
Bill Skulmis (Alt 1)	

MEMBERS ABSENT:

Steven Papke

OTHERS PRESENT:

Daphne Forehand, City Planner
Tammi Bach, City Attorney
Taylor Hartmann, Recording Secretary

3. PLEDGE OF ALLEGIANCE

Chair Miller disclosed one ex parte communication with staff regarding tonight's agenda. Member Grant disclosed one ex parte communication with staff regarding tonight's case. No other members disclosed ex parte communications.

City Attorney Bach explained the quasi-judicial procedures.

Ms. Hartmann administered the oath to the parties that would be giving testimony.

Chair Miller seated Member Skulmis as a voting member for this meeting.

4. APPROVAL OF MEETING MINUTES

4.1 Approval of Minutes for the January 19, 2022, Regular Meeting.

Member Hertslet noted that under New Business, inconsistencies should be one word. He also noted that right-of-way should not be capitalized and in the last sentence of the same paragraph "Members" should be corrected to "Some members".

ACTION TAKEN: A motion was made by Member Grant, seconded by Member Oliva to approve the minutes with the noted amendments.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

Ms. Forehand stated that a new Chair will need to be elected at the next BOA meeting. However, City Attorney Bach stated that due to a recent amendment to the Code of Ordinances, there are no longer term limits for Chairs of Boards.

5. OLD BUSINESS

5.1 BOA 2021-0009 - JAMES & CAROLINE KIRCHMEYER, 120 N. 6TH STREET

Variance requested from LDC Section: 5.01.03(J) to allow for an accessory structure that exceeds 25 FT in height and exceeds maximum 625 sq. ft. footprint. (*Quasi-Judicial*)

Ms. Forehand presented a brief overview of the continued case and staff still recommended denial because it is inconsistent with the Special Privilege, Literal Interpretation, Minimum Variance, and General Harmony criteria for granting a variance.

Member Hertslet inquired about the requirements for the accessory structure should the applicant choose to tear down the current structure and rebuild. Ms. Forehand confirmed that only if an act of nature damages the structure, could it be rebuilt exactly as it stands today.

Jon Lasserre, agent for the applicant, 960185 Gateway Blvd., spoke about the nature of the varying topography of the parcel being an obstacle to keeping the rear of the proposed structure at or below the 25-foot maximum height requirement. Mr. Lasserre also briefly discussed each of the “Kirchmeyer Hardships” that he wrote about in a letter submitted as evidence. He emphasized that the proposed structure is in proportion to the adjacent Prescott House.

Member Oliva confirmed that Mr. Lasserre was not representing the applicant at the time of the first hearing in December 2021. He also requested further clarification of the “Historic Responsibility Hardship”.

Multiple Members discussed the hardships, as identified by Mr. Lasserre, and what evidence there was to support them.

James Kirchmeyer, 120 N. 6th St., stated that he felt that shrinking the proposed structure to the allowable 625 square feet would look silly and disproportionate to the immediate surrounding structures. He also stated that the current structure was poorly constructed and has experienced years of water damage due to stormwater runoff.

Public hearing was opened and closed with no parties wishing to speak.

During Board Discussion Members reviewed the 6 criteria for granting a variance, the additional evidence submitted, and the merits of the identified hardships.

Ms. Bach stated that Mr. Lasserre inquired whether he would be able to speak again and explained the process and procedures for reopening the Public Hearing.

Chair Miller asked members how they felt about opening the Public Hearing again and it was unanimously decided to not reopen the Public Hearing.

ACTION TAKEN: A motion was made by Member Grant and seconded by Member Oliva to deny BOA 2021-0009 as presented; AND moved that the BOA make the following findings of fact and conclusions of law part of the record: That BOA case 2021-0009, as presented, is not substantially compliant with the Comprehensive Plan and Land Development Code to warrant approval at this time; and that BOA case number 2021-0009 does not meet the following criteria for granting a variance: special conditions, special privilege, literal interpretation, minimum variance, general harmony, and public interest.

Vote upon passage of the motion was taken by ayes and nays, being all ayes, carried.

Member Hertslet inquired about the status of sunseting the Code Enforcement Appeals Board and

whether the BOA might hear some of those cases.

Chair Miller stated that he does believe in term limits and would step down if someone else would like to serve as Chair, it will be discussed at the next BOA Meeting.

6. NEW BUSINESS

There were no New Business items to discuss.

7. BOARD BUSINESS

There were no Board Business items to discuss.

8. STAFF REPORT

9. PUBLIC COMMENT

No parties wished to speak.

10. ADJOURNMENT 6:20

Taylor Hartmann, Recording Secretary

Matthew Miller, Chair

Print

Board of Adjustment (BOA) - Submission #8847

Date Submitted: 3/9/2022

BOARD OF ADJUSTMENT (BOA)

USE THIS FORM TO Apply for a variance to obtain relief from the design standards of this Land Development Code (LDC) where otherwise hardship would occur. A person who is adversely affected by any administrative decision may appeal such decision to the BOA.

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

☐

Residential Properties \$2,500

☐

Non-Residential properties \$5,000

☐

Administrative Appeals \$500

2022 Submission Deadlines + Board Meetings Calendar



Application Requirements



A complete application filed at least forty-five (45) days before the date of the Board of Adjustment's public hearing;



A current signed, sealed, scaled survey of the property (no older than two years from date of application);



Proof of ownership (copy of deed or tax statement)



If applying as an agent, Owner's Authorization for Agent Representation form must be signed/ notarized and submitted as part of the application;



A detailed letter stating the reasons for the request;



Materials as needed to illustrate the nature of the request, including but not limited to, site plans, architectural drawings, photographs, etc. (Site plans must be dimensioned and to scale).

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you must meet with the applicable planner prior to submitting your application. Completed Board applications are **due forty-five (45) days prior** to the meeting date. Cases in the historic districts or Community Redevelopment Area are heard by the Historic District Council, please use the HDC Variance Application. Cases in all other areas of the City are heard by the Board of Adjustment.

Please see the Land Development Code (LDC) for detailed information:



Procedures for Variances " LDC Section 10.02.04.



Expiration of Variance Approval " LDC Section 10.02.04(C).



Appeals on a Variance " LDC Section 10.02.04(D).



Appeals of Administrative Action " LDC 11.07.00

The LDC is available for review at

www.fbfl.us/LDC

Appeals

Any person aggrieved by any decision of the BOA regarding a variance may present to a court of record a petition, duly verified, setting forth that the decision is illegal, in whole or in part, specifying the grounds of the illegality. The petition shall be presented to the court within thirty (30) days after the filing of the decision at the office of the Board; otherwise, the decision of the Board shall be final.

Limitations on the Grant of a Variance



1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.



2. A variance shall not be granted which authorizes any use or standard that is prohibited by the City's Comprehensive Plan.



3. No nonconforming use of adjacent lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts, shall be considered g



4. A variance shall not change the requirements for concurrency.



5. A variance shall not be granted to permit the use of a single media peonia for the construction of a dwelling unit.



6. A variance shall not be granted if the evidence submitted by an applicant is solely a demonstration of financial hardship or economic considerations.



7. A variance shall not be granted for procedure or process components of this Land Development Code.



8. A variance shall not be granted to deviate from LDC section 4.02.02 to combine two (2) or more lots which would result in a lot width greater than 100 feet for lots or parcels that abut Ocean Ave



9. A variance will not be granted which authorizes the filling of wetlands prohibited by Land Development Code Section 3.03.03(A)



10. No variance shall be granted to exceed the maximum building height of 35 feet for a building on any lot within 800 feet of the mean highwater line of the Atlantic Ocean under LDC Section 4.02.03(D)



11. A variance shall not be granted for any residential or residential mixed-use structure to exceed the maximum building height requirements contained in Table 4.02.03(E).



12. A variance shall not be granted to exceed the minimum side yard setbacks listed in Table 4.02.03(E) for any building within 800 feet of the mean high-water mark of the Atlantic Ocean.

REVIEW TYPE*



Variance



Appeal of Administrative Decision

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

3/4/2022

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser's Website's Map Search](#)

Site Address*

2795 Turtle Shores Drive

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-044D-0071-0000

Zoning District*

R-1

Future Land Use Designation*

Medium Density Residential

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Z. Stephen

Last Name*

Horvat

Company (if applicable)

N/A

Mailing Address*

2795 Turtle Shores Drive

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

2402780807

E-mail Address*

steve.horvat@yahoo.com

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included

First Name

N/A

Last Name

N/A

Company (if applicable)

n/A

Mailing Address

N/A

City

N/A

State

N/A

Zip

32034

Telephone Number

2402780807

E-mail Address

steve.horvat@yahoo.com

PROJECT INFORMATION

Variance Requested from LDC Section(s)*

Variance is requested pursuant to the provisions of Land Development Code ("LDC") 10.01.00, et seq.

Summary of Request (more detailed information to be provided in required letter of intent)*

I request that the Board of Adjustment grant me a variance for my in-ground, rebar reinforced concrete pool which was constructed by a Florida licensed pool contractor, Backyard Innovations, LLC (CPC-1456653), six inches (6") too close to the property line behind my house adjacent to Nassau County property on the northbound lane of Amelia Island Parkway. The construction of the pool was fully licensed by the City of Fernandina Beach. The variance, if granted, would not affect any person or entities' ability to use or otherwise enjoy their property in any way whatsoever.

REQUIRED FINDINGS FOR A GRANT OF A VARIANCE

In order for an application for a variance to be approved or approved with conditions, the BOA must make a positive finding with regard to each of the provisions below. The applicant has the burden of proof of demonstrating that the application for a variance complies with each of the requirements. Please explain in detail how your case meets the following requirements:

1. Special Conditions: Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.*

This variance is not requested to reduce development costs. The subject pool is already constructed and paid for. The application for a variance increases my development costs by at least Two Thousand Five Hundred Dollars (\$2,500.00) and possibly more when the value of my time is factored in. The unique and peculiar circumstance for this variance is the location where the pool is built too close to the property line. Adjacent to the the rear of my house is Amelia Island Parkway and the grassy and wooded side of the northbound lane of the Parkway. The requested variance does not affect Nassau County's ability to widen the Parkway or to take any action with respect to its property. If the pool area at issue was built only 3" too close to my rear property line, the City has the authority to administratively grant the variance. See LDC 10.03.00, et seq. Therefore, the only issue is whether the three extra inches somehow affects others' rights or privileges. Respectfully, I submit that it does not.

2. Special Privilege: Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.*

The granting of the requested variance does not confer upon me any special privilege denied by the LDC to other lands, structures, or buildings in the same zoning district. My pool contractor made an inadvertent and unintentional error in the construction of the pool. Such errors are foreseen by the LDC and a provision is made to rectify them, whether administratively (See LDC 10.03.00, et seq.) or otherwise. An unground reinforced concrete pool is a complex piece of construction. Simply lopping or cutting off 6" is not an option given the delicate nature of how the nearly one-half mile of rebar reinforces the concrete and how the concrete was poured to form a structurally sound shell, all of which was inspected and approved by the City.

3. Literal Interpretation: Literal interpretation of the provisions of the Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.*

Literal interpretation of the provisions of the LDC and the City's requirement for a strict eight-foot setback would deprive me of rights commonly enjoyed by other properties in the same zoning district. Specifically, the LDC makes provisions for administrative variances when errors in construction are discovered after construction has begun, and those errors are three inches or less. (See LDC 10.03.00, et seq.). Because the error related to my pool is 6", and does not affect any adjacent landowner or her/his/its rights to use or enjoy their property, requiring me to rip out my pool and rebuild it elevates the quantity of the error over the quality of the error. I did everything right in connection with the construction of my pool. I hired a licensed and professional pool contractor. I paid for all permits. I did nothing to create the situation that brings me before the Board. If my pool were three inches too close, the City would have granted me an administrative variance. I respectfully request that the Board grant me the requested variance.

4. Minimum Variance: The variance requested is the minimum variance needed that will make possible the reasonable use of the land, structure, or building.*

The six inch variance sought is the absolute minimum variance needed that will make possible the reasonable use of the land, structure, or building, to wit, my home and the pool.

5. General Harmony: Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan.*

Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan. The pool at issue is contemplated by the LDC and Comprehensive Plan. The pool, as designed, approved, and constructed (with the exception of the final product being inadvertently and unintentionally built six inches too close to the rear property line abutting Amelia Island Parkway), improves the land and increases the tax base for the City and Nassau County. The pool is not an eyesore or anything that will negatively affect any land or any landowner's right to the quiet enjoyment of her/his/its property.

6. Public Interest: Granting the variance is compatible with surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment.*

Granting the variance is compatible with surrounding properties, many of which have pools. Granting of the variance will not cause injury to either my land or any adjoining landowners' properties. Granting the variance is not detrimental to the public health, safety, welfare or environment.

Upload Supplemental Materials

Horvat Corporate Warranty Deed.pdf

Upload 2

Coastal Land Surveyors Survey 2795 TSD.pdf

Upload 3

Manzie and Drake Survey 2795 TSD.pdf

Upload 4

Horvat Pool Approved Plans.pdf

Upload 5

Horvat Pool Contract - Signed.pdf

Upload 6

Horvat Nassau County Property Tax.pdf

Certification*

☒

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.

☒

I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant's First Name*

Z. Stephen

Applicant's Last Name*

Horvat

Today's Date*

3/9/2022





BOARD OF ADJUSTMENT STAFF REPORT
BOA 2022-0012
APRIL 20, 2022

Owner/Applicant:	Stephen Horvat
Property Address:	2795 Turtle Shores Drive
Parcel Number:	00-00-30-044D-0071-0000
Requested action:	After-the-fact VARIANCE from LDC Section 5.01.11(F)(3) to reduce the rear yard pool setback by six inches.
Current zoning:	RLM
FLUM land use category:	Low-medium Density Residential
Existing uses on the site:	Single Family Residential

All required application materials have been received. All fees have been paid. All required notices have been made.



SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is requesting an after-the-fact variance from LDC section 5.01.11(F)(3) for a reduction of the rear yard pool setback from eight feet to seven feet, six inches. The applicant hired Backyard Innovations, LLC., to construct a concrete inground pool. On March 22, 2021, a permit was issued after all application requirements were met and required City departments reviewed the proposed plan.

The pool was designed and approved to be setback 8 feet from the rear property line. The Final Inspection was requested on December 15, 2021, and it was discovered at this time that the pool had not been constructed

according to the approved plans. The pool encroaches into the rear yard pool setback by six inches. The homeowner spoke with staff and had a second as-built survey performed on February 24, 2022, which also confirmed the six-inch encroachment. Staff met with the homeowner and pool contractor to discuss the process of applying for an after-the-fact variance and a completed application was submitted.

Additionally, staff notes that the 6-inch encroachment does not interfere with or cause harm to any environmentally sensitive lands, nor does it present a potential conflict with any adjacent property owners to the rear as this is already an established county roadway. Granting of the variance would allow for the pool to remain in its currently constructed location (seven feet, six inches from the rear property line).

EHIBIT A: SURVEY

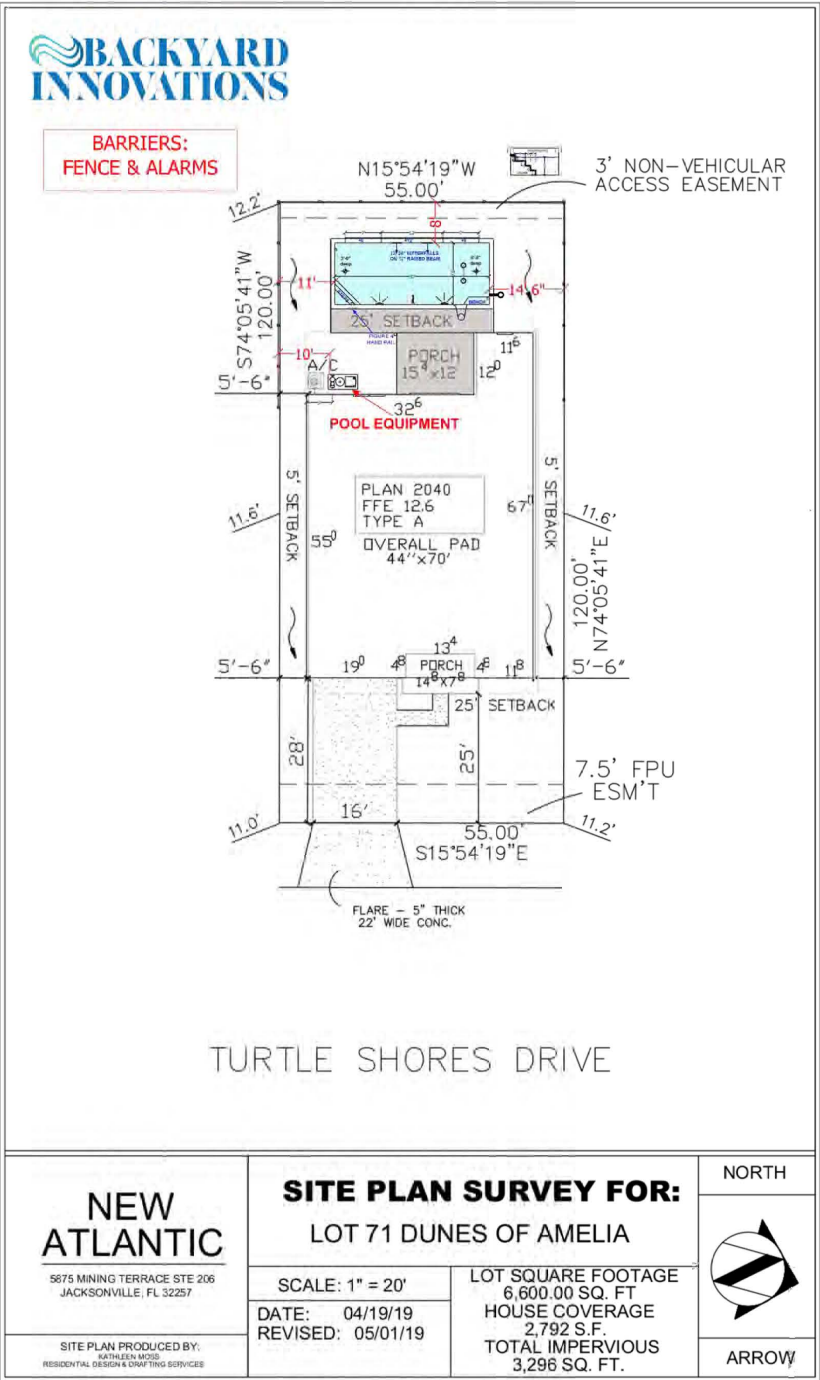


EXHIBIT B: SITE PLAN

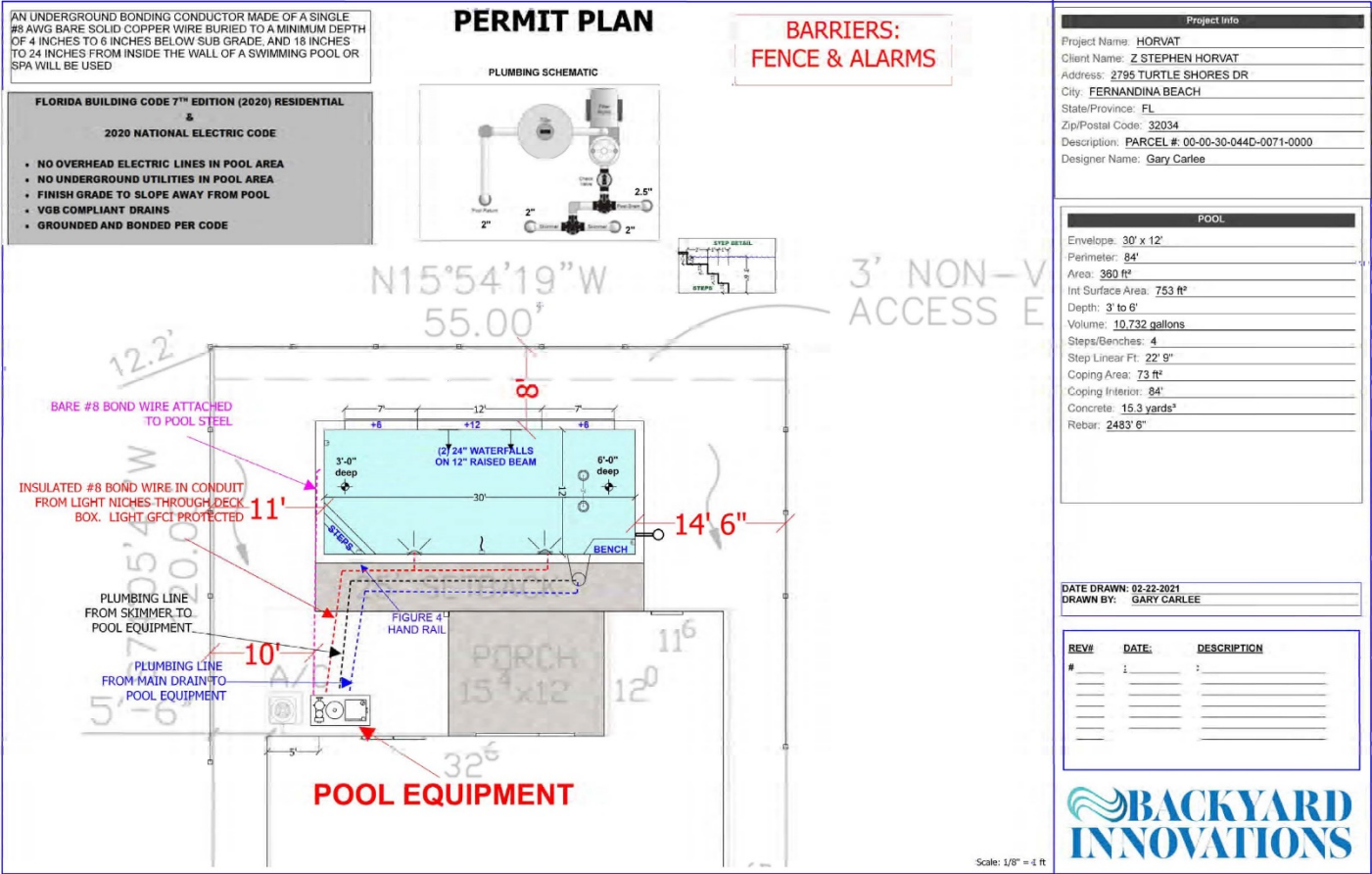
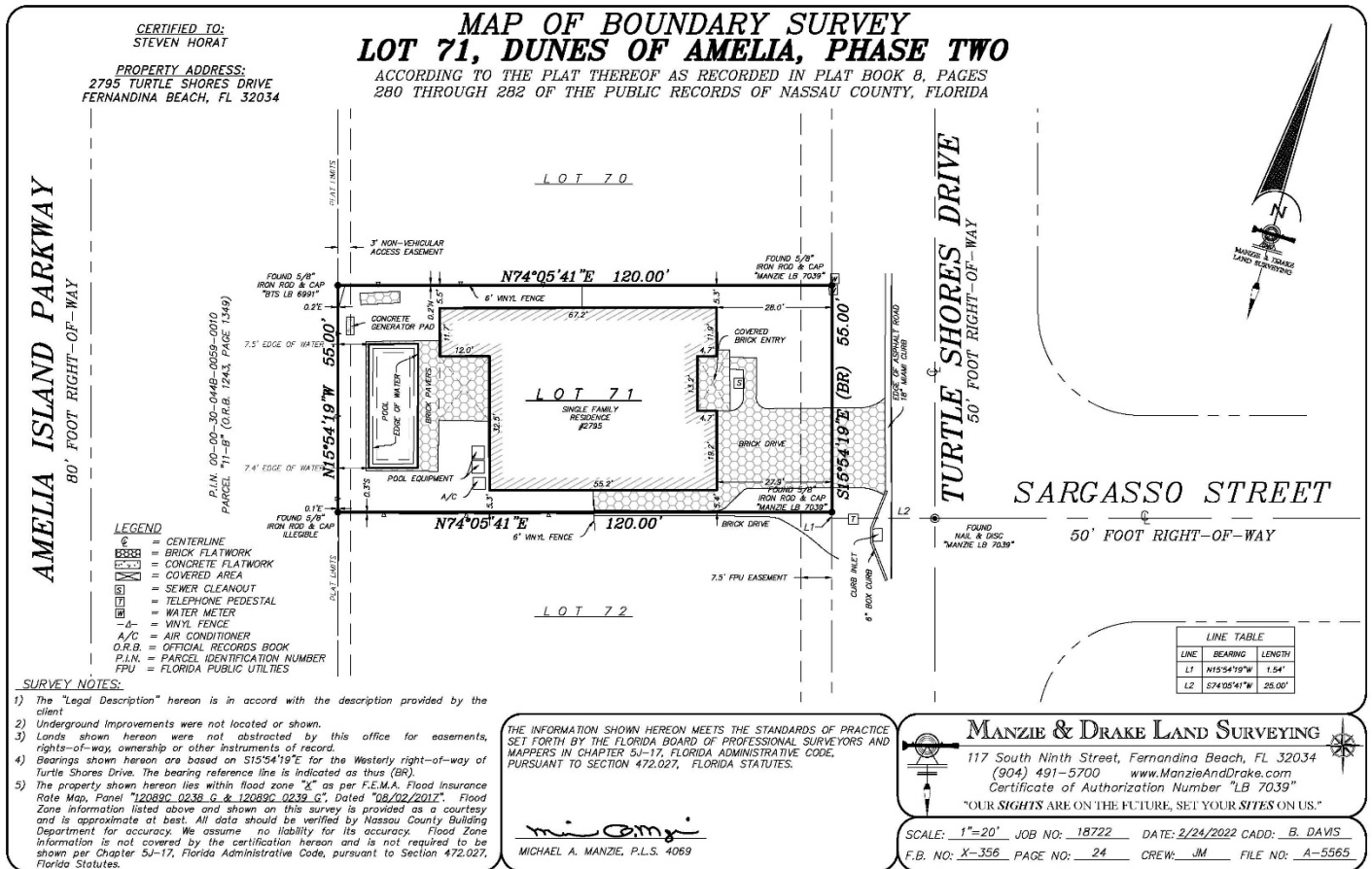


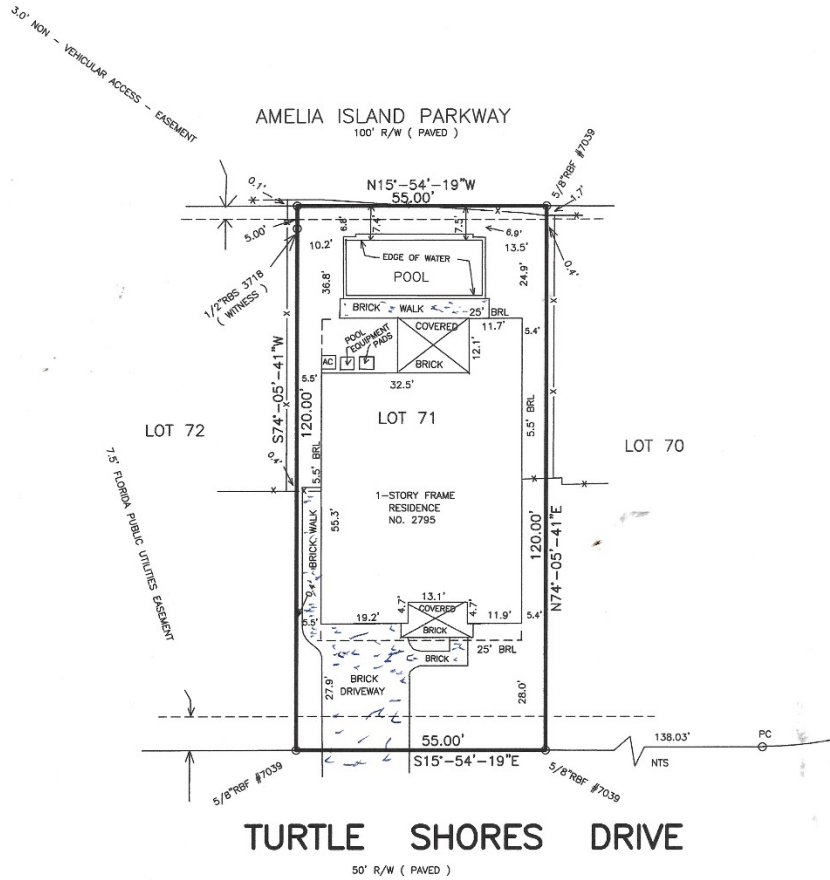
EXHIBIT C: As-Built Surveys

MANZIE & DRAKE SURVEY – PERFORMED ON 2/24/2022



COASTAL LAND SURVEYORS SURVEY – PERFORMED ON 12/13/2021

MAP SHOWING BOUNDARY SURVEY OF
 LOT 71, DUNES OF AMELIA,
 AS RECORDED IN PLAT BOOK 8, 280 - 282,
 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
 FOR: STEVE HORVAT,



REVISED 12-13-21

COASTAL LAND SURVEYORS

& MAPPERS, INC.
 34 NORTH FOURTEENTH STREET
 FERNANDINA BEACH, FLORIDA 32032
 TEL. 904-261-8850 FAX 904-277-6650

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS
 MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND
 SURVEYING, CHAPTER 54-17.050, FLORIDA ADMIN. CODE, AND/OR
 CHAPTER 180-1, GEORGIA STATUTES.

James C. Peacock
 JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 3718
 GEORGIA CERTIFICATE NO. 2365
 NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

LICENSED BUSINESS NO. 6412

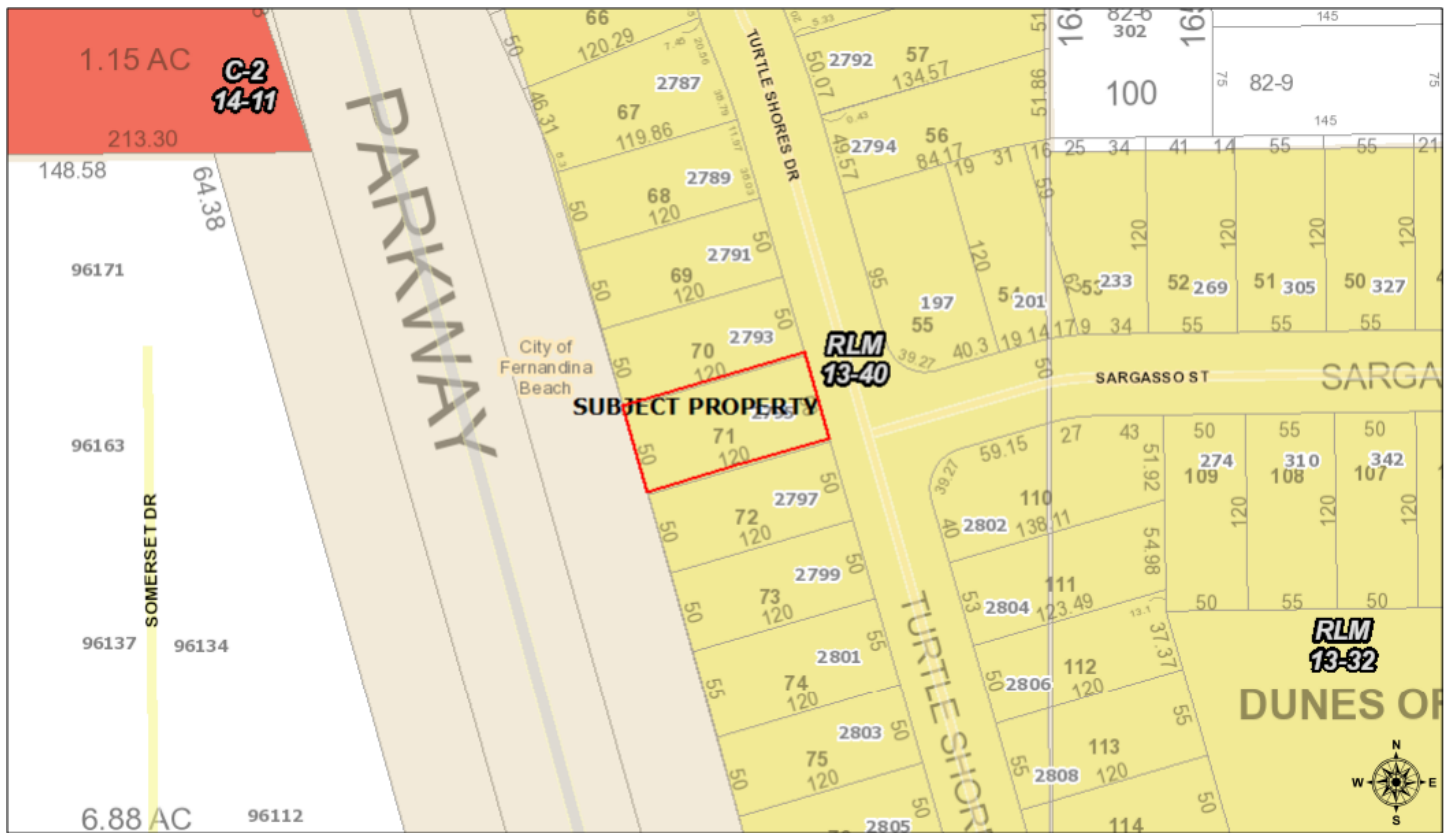
BEARINGS BASED ON PLAT OF RECORD

PROPERTY SHOWN HEREON LIES WITHIN
 FLOOD ZONE X AS SHOWN ON
 FEMA FLOOD INSURANCE RATE MAP,
 COMMUNITY NO. 120170 PANEL NO. 02380
 DATED 8/2/17

DATE OF SURVEY: NOVEMBER 8, 2021
 SCALE 1" = 20'
 JOB NO. 2111-04, F.B. 363

CORNER MARKERS HAVE NO IDENTIFICATION U.A.O.
 LEGEND:
 IRON PIPE FOUND - IPF
 IRON PIPE SET - IPS
 REBAR FOUND - RBF
 NOT TO SCALE - NTS
 BUILDING RESTRICTION LINE - BRL
 CONCRETE MONUMENT FOUND - CMF
 STAINLESS STEEL PIPE FOUND - SSP
 RIGHT-OF-WAY - R/W
 POINT OF CURVE - PC
 CENTERLINE - CL
 POWER LINE - P
 PLAT - P
 FIELD MEASURED - FM
 RECORD - R, DEED - D
 POWER POLE - PP
 CONCRETE - CONC.
 POINT OF TANGENCY - PT
 POINT OF REVERSE CURVE - PRC
 OFFICIAL RECORDS BOOK - O.R.B.

EXHIBIT D: SURROUNDING AREA PARCELS



APPLICABLE GUIDELINES:

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE:

Staff's review of this application finds it is not subject to any of the limitations of Section 10.02.01 and can therefore be considered by the Board.

CITY OF FERNANDINA BEACH COMPREHNSIVE PLAN:

The following Comprehensive Plan statements are applicable in this case:

- Policy 1.02.07 – The City shall implement the Fernandina Beach Comprehensive Plan in a manner that acknowledges private property rights.
- Policy 1.02.10 – The City shall protect privacy and access to light, air, and open space. The City shall consider regulations such as building placement on a site, building design, and building orientation as one means to achieve this policy.

ANALYSIS:

In order for an application for a variance to be approved or approved with conditions, the BOA shall make a positive finding with regard to each of the following provisions:

Consistent with Criteria? All questions must be answered in the affirmative in order for staff to recommend approval of a variance. Negative answers must be addressed in the findings.

Criteria	Applicant Response	Staff Analysis	Meets Criteria
1. Special Conditions <i>Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.</i>	This variance is not requested to reduce development costs. The subject pool is already constructed and paid for. The application for a variance increases my development costs by at least Two Thousand Five Hundred Dollars (\$2,500.00) and possibly more when the value of my time is factored in. The unique and peculiar circumstance for this variance is the location where the pool is built too close to the property line. Adjacent to the the rear of my house is Amelia Island Parkway and the grassy and wooded side of the northbound lane of the Parkway. The requested variance does not affect Nassau County's ability to widen the Parkway or to take any action with respect to its property. If the pool area at issue was built only 3" too close to my rear property line, the City has the authority to administratively grant the variance. See LDC 10.03.00, et seq. Therefore, the only issue is whether the three extra inches somehow affects others' rights or privileges. Respectfully, I submit that it does not.	No. Special conditions do not exist as they relate to the land or the pool in question.	☐ Yes ☒ No
2. Special Privilege <i>Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.</i>	The granting of the requested variance does not confer upon me any special privilege denied by the LDC to other lands, structures, or buildings in the same zoning district. My pool contractor made an inadvertent and unintentional error in the construction of the pool Such errors are foreseen by the LDC and a provision is made to rectify them, whether administratively (See LDC 10.03.00, et seq.) or otherwise. An unground reinforced concrete pool is a complex piece of construction. Simply lopping or cutting off 6" is not an option given the delicate nature how the nearly one-half mile of rebar reinforces the concrete and how the concrete was poured to form a structurally sound shell, all of which was inspected and approved by the City.	No. Granting the variance does confer upon the applicant a special privilege that is denied by the Land Development Code. Every citizen requesting to construct a pool is and would be required to meet the 8 FT minimum side and rear yard setbacks.	☐ Yes ☒ No

3. Literal Interpretation <i>Literal interpretation of the provisions of the Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.</i>	Literal interpretation of the provisions of the LDC and the City's requirement for a strict eight-foot setback would deprive me of rights commonly enjoyed any other properties in the same zoning district. Specifically, the LDC make provisions for administrative variances when errors in construction are discovered after construction has begun, and those errors are three inches or less. (See LDC 10.03.00, et seq.). Because the error related to my pool is 6" and does not affect any adjacent landowner or her/his/its rights to use or enjoy their property, requiring me to rip out my pool and rebuild it elevates the quantity of the error over the quality of the error. I did everything right in connection with the construction of my pool. I hired a licensed and professional pool contractor. I paid for all permits. I did nothing to create the situation that brings me before the Board. If my pool were three inches too close, the city would have granted me an administrative variance. I respectfully request that the Board grant me the requested variance.	No. Literal interpretation of the Land Development Code would not deprive the applicant of rights enjoyed by other properties within this zoning district. The applicant is not being denied the right to have a pool, it is the human error, causing the pool to be built in the wrong location, that is being questioned. The City's code allows for Administrative Waivers, but they are limited to no greater than 3" of a dimensional requirement. (LDC Section 10.03.01 (B)(2). Due to the extent of the error at 6" staff is unable to process a request for an administrative waiver.	☐ Yes ☒ No
4. Minimum Variance <i>The variance requested is the minimum variance needed that will make possible the reasonable use of the land, structure, or building.</i>	The six inch variance sought is the absolute minimum variance needed that will make possible the reasonable use of the land, structure, or building, to wit, my home and the pool.	Yes. The variance requested is the minimum variance needed to make possible the reasonable use of the land and allow for the pool to remain as it exists today.	☒ Yes ☐ No
5. General Harmony <i>Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan.</i>	Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan. The pool at issue is contemplated by the LDC and Comprehensive Plan. The pool, as designed, approved, and constructed (with the exception of the final product being inadvertently and unintentionally built six inches too close to the rear property line abutting Amelia Island Parkway), improves the land and increases the tax base for the City and Nassau County. The pool is not an eyesore or anything that will negatively affect any land or any landowner's right to the quiet enjoyment of her/his/its property.	Yes. Granting the variance will be in harmony with the general intent and purpose of Land Development Code and Comprehensive Plan. The subject property is adjacent to a county-maintained thoroughfare, not additional residential zoning and LDC Chapter 5, Section 5.00.00 states that the purpose of the chapter is to ensure that accessory structures are not aesthetically or physically harmful to residents and surrounding areas.	☒ Yes ☐ No

6. Public Interest <i>Granting the variance is compatible with surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment.</i>	Granting the variance is compatible with surrounding properties, many of which have pools. Granting of the variance will not cause injury to either my land or any adjoining landowners' properties. Granting the variance is not detrimental to the public health, safety, welfare or environment.	Yes. Granting the variance is compatible with the surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare, or environment. The pool is already constructed and would not require additional development. Staff also notes that the 6" encroachment did not disturb any identified environmentally sensitive lands, wildlife corridors, or natural topography.	☒ Yes ☐ No
--	---	---	--

STAFF RECOMMENDATION:

The variance requested is consistent/inconsistent with the criteria for granting a variance as follows:

	Consistent	Inconsistent
1. Special Conditions		X
2. Special Privilege		X
3. Literal Interpretations		X
4. Minimum Variance	X	
5. General Harmony	X	
6. Public Interest	X	

Staff finds that the requested action, as presented, DOES NOT meet all six criteria for granting a variance, therefore staff must recommend DENIAL.

Staff recommends:

DENIAL of BOA 2022-0012.

MOTION TO CONSIDER

I move to **approve or deny** BOA case number 2022-0012;

AND I move that the BOA make the following findings of fact and conclusions of law part of the record:

That BOA case 2022-0012, as presented, **is or is not** substantially compliant with the Comprehensive Plan and Land Development Code to warrant approval at this time;

AND that BOA case number 2022-0012 **meets or does not meet** the following criteria for granting a variance:

LIST OF EXHIBITS:

EXHIBIT A – SITE PLAN

EXHIBIT B – SURVEY

EXHIBIT C – AS-BUILT SURVEYS

EXHIBIT D – SURROUNDING AREA PARCELS

Respectfully Submitted,

A handwritten signature in cursive script, reading "Taylor Hartmann".

Taylor Hartmann
Planner I

Z. Stephen Horvat
2795 Turtle Shores Drive
Fernandina Beach, FL 32034
(240) 278-0807

March 8, 2022

City of Fernandina Beach, Florida
Board of Adjustment
204 Ash Street
Fernandina Beach, FL 32034

RE: Detailed Letter for Variance Request
Property Address: 2795 Turtle Shores Drive, Fernandina Beach, FL 32034
Nature of Variance Sought: Request for Variance for Permitted Pool
Constructed Six Inches (6") Too Close to Rear Property Line Abutting Amelia
Island Parkway

To the Honorable Members of the Board of Adjustment:

Pursuant to the requirements of the City of Fernandina Beach ("City") for application for a variance, I herewith submit this detailed letter setting forth the reasons why I believe my request for a variance should be approved.

On or about August 14, 2020, I purchased my home at 2795 Turtle Shores Drive, Fernandina Beach, FL from New Atlantic Builders, Inc. See Corporate Warranty Deed from New Atlantic Builders, Inc. to Z. Stephen Horvat, attached to submitted Variance Application.

On or about February 1, 2020, I contracted with Backyard Innovations, LLC, a licensed Florida pool contractor (License No.: CPC-1456653), to build an inground, concrete pool in my back yard. See February 1, 2020, Horvat Pool Contract, attached to submitted Variance Application. Backyard Innovations was the general contractor for the project and obtained all necessary permits from the City and Nassau County in order to proceed with the construction of the pool. A copy of the City approved plans for the pool are attached to the Variance Application.

The section of the pool nearest to my property line in the back of the house was to be constructed eight feet (8') from that property line, as per the approved plans.

Construction of the pool proceeded without incident and the actual construction of the pool was completed somewhere around Labor Day 2020, when the pool was filled with water.

Shortly thereafter, I was told by Backyard Innovations that I needed to obtain a new survey of my property in order to complete the pool licensing aspect with the City. I contacted Coastal Land Surveyors and its owner, Jimmy Peacock, and a survey was completed. Coastal Land Surveyors determined that the pool was built approximately seven and one-half feet (7.5') from the property line. See Coastal Land Surveyors' survey attached to the Variance Application. Backyard Innovations, through its office manager, Angie, told me the pool failed final inspection because it was too close to the property line.

Backyard Innovations and I contacted Coastal Land Surveyors, through Mr. Peacock, and asked him to re-survey the property in the hope that he could find three inches (3") so that my pool could qualify for an administrative variance for the remaining 3", pursuant to LDC 10.03.01(B).

Coastal Land Surveyors and Mr. Peacock resurveyed the property and found no discrepancies between the first survey and the second survey.

Backyard Innovations then hired Manzie and Drake Land Surveyors to conduct a new survey. That survey found the same measurements as those found by Coastal Land Surveyors and Mr. Peacock. A copy of the Manzie and Drake survey is attached to the Variance Application.

In order to avoid having to go through the variance, I met with Nassau County Attorney Mike Mullin and his deputy in order to discuss the possibility of purchasing from Nassau County a six-inch (6") by fifty-foot (50') strip of property behind my home that consists of trees and scrub-brush on the northbound lane of Amelia Island Parkway. Mr. Mullin understood what I wanted to, but told me that, by statute, no Florida county could sell public lands for a private use.

Having done everything in my power to ensure that all possible avenues of action were taken before filing for a variance, and not being successful, I humbly come before the Board and respectfully request that the Board approve my application.

If my pool was a preformed pool, I could simply have Backyard Innovations bring in a crane and move the pool six inches (6") away from the property line. Because the pool is a custom, inground concrete pool with almost one-half mile of intertwined rebar supporting the concrete, moving the pool is simply not an option.

The violation does not negatively affect my neighbors on either side of me, nor does it negatively affect any neighbor within The Dunes of Amelia. Separately, I will submit forms from my neighbors reflecting their support of my variance application.

Nassau County has no issue with the placement of the pool and has already started assessing me for the pool. See Horvat Nassau County Property Tax, attached to Variance Application.

In summary, I come before the Board and state that I followed every rule and regulation with respect to contracting with a licensed and reputable pool builder, obtaining every approval required for the construction of the pool, I have spent over \$60,000 to complete the pool and to improve my property. My builder unintentionally and inadvertently finished the pool 6" too close to my property line again with Nassau County and Amelia Island Parkway, and there is nothing, short of ripping the pool out and starting again to correct this problem (chopping off 6" of the pool will result in the pool being structurally deficient and weaker because of how the concrete is reinforced with rebar). I have unsuccessfully tried to purchase the extra land from Nassau County. My neighbors are in support of the variance being granted. No precedent will be established by the granting of the variance.

I respectfully request that the applied for variance be granted.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Z. Stephen Horvat', written over a large, stylized circular flourish.

Z. Stephen Horvat



CONTRACT FOR SWIMMING POOL CONSTRUCTION

THIS AGREEMENT entered into this 1 day of FEBRUARY, 2021, between Z STEPHEN HORVAT

Hereinafter called Owners/General Contractors, BACKYARD INNOVATIONS LLC, a Florida corporation, hereinafter called Contractors: In consideration of the covenants set forth herein, Contractor shall construct a swimming pool on property

2795 TURTLE SHORES DR FERNANDINA BEACH NASSAU FL 32034

Street City County State Zip
The swimming pool installation to be constructed pursuant to the contract shall be in accordance with the following specifications (all dimensions are approximate and within industry standards):

Pool Shape LINEAR - RECTANGULAR Size 12' 0" x 30' 0" Depth 3.0' - 6.0'
Spa Shape _____ Size _____ Depth _____

Construction - pneumatically applied concrete with #3 steel bars 12" o.c. each way.

Location in relation to Property Boundaries: as specified on the Layout Certificate, Exhibit "A"

Plumbing: All pipes to be of PVC schedule 40 joints glued according to manufacture's specifications.

Tile*: STANDARD

Spa Spillway: N/A

Deck*: 144 sq.ft. Type: PAVERS Coping: 84 In.ft. Existing Deck: 180 sq.ft.

Other Deck Specifications: _____ Dec-o-drain _____ In.ft.

Interior Finish: PEBBLE - STANDARD

*Tile selection, Deck finish, and interior finish shall be in accordance with the color selection form - Exhibit "B".

Electrical: BACKYARD INNOVATIONS LLC to provide underwater light and deck box when applicable. Additional electric expense for pool hook-up cost owner responsibility. Electrical Allowance included \$2,132 All other electrical work to be paid by owner.

Other Construction: (2) 24" WATERFALLS ON 12' LONG 12" HIGH RAISED BEAM W/ ACTUATOR VALVE

(2) 7' LONG 6" RAISED BEAMS

FIGURE 4 HAND RAIL

IAQUALINK P4 AUTOMATION

POOL EQUIPMENT: 50 FT. FROM POOL

Pool Filter CS 150 CARTRIDGE
Pool Pump VS hp per code
Return Fittings 3
Main Drain NOVA (2)
Skimmer CMP
Auto Cleaner STUB OUT
Pool Light (2) 24 W LED COLOR
Pool Heater JE2500T
Sanitizer AQUAPURE SALT
Other _____

SPA EQUIPMENT: N/A FT. FROM SPA

Spa Filter _____
Spa Pump _____
Therapy Jets _____
Spa Drain _____
Spa Light _____
Spa Heater _____
Blower _____
Auto Controller _____
Spaside Remote _____
Other _____

MAINTENANCE EQUIPMENT:

Wall Brush ☒
Test Kit ☒
Leaf Basket ☒
Underwater Vacuum Cleaner ☐
With hose ☒
Telepole & Leaf Net ☒
Startup chemicals ☒
OTHER EQUIPMENT:
Other GRAVITY O.F.
Other AUTO WATERFILL

Additional Work and/or

Exceptions IRRIGATION CUT & CAP BY BACKYARD INNOVATIONS. REROUTE BY OTHERS

Gas tank and hook-up of gas appliances is the owner's responsibility.

Termite treatment under deck will be paid by owner/general contractor.

Contractor reserves the right to substitute materials or equipment of equal or greater at no additional cost.

NOTE: CHANGES MADE AFTER FINAL POOL DESIGN AND/OR PERMITTING WILL BE CHARGED \$300.00 PLUS ANY RE-PERMITTING, CLEARANCE, ETC., FEES. ALL OTHER CHANGE ORDERS MADE WILL BE CHARGED \$75.00 FEE.

Price and payment schedule: The full price of this pool, equipment and accessories, excluding any change order hereinafter agreed to be the parties shall be

\$59165

Contract shall be bound by a payment of:

\$5,916.50 10% of the contract price upon signing.

All other invoices will be rendered on a stage completion basis as follows:

\$17,749.50 30% of contract price when pool is excavated, and steel rebar is installed

\$17,749.50 30% of contract price when concrete shell is in place

\$14,791.25 25% of contract price when waterline tile is installed

\$2,958.25 5% of contract price when interior finish is installed

Salesperson: GARY CARLEE

This contract shall not be valid against the Contractor until as officer of the Contractor at its Home office has accepted.

BACKYARD INNOVATIONS LLC

Accepted by: _____

Its: _____ Date: _____

Accepted _____ Date _____

The Owner/General Contractor agree to the above specifications and materials and contract conditions on reverse page and addendum's and agree that they are and do become a part of this contract. **This contract supersedes all other proposals or estimates, whether written or oral and may be changed, modified or amended in any manner either that by joint written agreement of the parties hereto.** All dimensions are approximate. Said pool design plan, when approved by the Owner/General Contractor, shall constitute an integral part of this contract. Owner/General Contractor hereby acknowledge receipt, at the time of execution of this contract, of an exact copy hereof, completely filled in.

Contractor's Consumer Notice

I/we the undersigned, have received a copy of the following safety publications:

- (a) The 2017 Florida Statutes (515.29) Residential Swimming Pool Barrier Requirements
- (b) U.S. Consumer Product Safety Commission Publicans No. 359 "How to plan for the unexpected"
- (c) The Association of the Pool & Spa Professionals (APSP) Booklet: An Essential Safety Guide: The Sensible Way to Enjoy your Inground Swimming Pool.
- (d) Notice of Requirements for Final Pool

I/we agree that it is my/our responsibility as new pool/spa owner(s) to read each of the above listed publications carefully.

General Contractor: _____

Homeowner: _____

Homeowner: _____

Accepted _____ Date _____

Owner(s) are hereby notified of their right to rescind this contract within three (3) working days



45236 Green Avenue
Callahan, FL 32011
License # CPC-1456653

SWIMMING POOL CONTRACT CONDITIONS

Plans: The plans submitted hereto form a part of this contract. In case of conflict between the provisions stated in such plans and the terms of the contract document, the terms of the contract document shall prevail.

Permit: Contractor will obtain and pay for county/city building permits required on his work using our standard engineered shell plans. Owner is responsible for any additional plans, surveying, permits and/or Engineering fees. Owner/General Contractor shall pay any Architectural Review Fees, or any construction fees required. Owner/General Contractor shall furnish any necessary variances. Contractor will pay sales tax on all equipment and materials used in his work. Contract price is based on building codes and regulations in effect at time of contract. If new codes are enacted and additional cost is incurred as a result of compliance, this cost will become the obligation of the Owner/General Contractor.

Location: Owner/General Contractor is responsible for pool location being within his property lines and setback lines. The Owner/General Contractor shall verify this approval of layout, of pool and other improvement locations, and finish elevation by signature on plans and/or "Sales Layout Approval Form". Contractor has no liability for incorrect location of pool or improvements.

Site Preparation: Contractor is not responsible for moving or replanting shrubs, trees or grass. If clearing of land, removal of stumps, re-routing or re-installation of irrigation systems, removal of fencing, or any special site preparation is required, including retainer walls, fill dirt and compaction, etc., it will be performed by Owner/General Contractor before construction is begun.

Construction Schedule: Work will not be scheduled until the contract is signed by all parties, initial payment received, architectural review approvals, permits and any variances, surveying, or engineering which may be required are complete and "Sales Layout Approval form" signed by Owner/General Contractor. Pool construction will not begin until all site preparation is completed by the Owner/General Contractor. Estimated construction period, which begins at excavation, shall take up to fourteen weeks. Contractor is not responsible for delay or failure to perform work when due to acts of God, weather, strike, war, government prohibition, delivery and shipping schedule of contractor's suppliers, or reasons beyond his control. Delays caused by Owner/General Contractor or other trades, delays in payments, and/or changes made after commencement of construction will increase estimated construction period and Contractor will not be responsible for meeting estimated time schedules.

Access: The Owner/General Contractor will provide and maintain free access to the pool site and adequate working room during the course of construction. Contractor is not responsible for damaged to sidewalks, curbs, driveways, grassed areas, irrigation, underground utilities, etc., or any terrain which must be crossed to reach job site including passage to and from filter locations.

Utilities: Owner/General Contractor will furnish, at no charge to Contractor, electricity and water for building and filling pool. On initiation of construction, these services shall be brought to points designated by the Contractor. If required, sanitary sewer, backwash line, or storm sewer connections shall be provided by owner. Contractor will not be held responsible for staining or discoloration of pool interior due to mineral content or foreign matter inherent in or introduced into water supplied by Owner/General Contractor to Contractor for building or filling pool.

Grading and Excavation: Contractor's responsibility for grading of the site under this contract shall be limited to the immediate pool area including area for piping. Without exact data to the contrary, Contractor assumes the topographic variation of the above delineated pool site will not exceed one (1) foot vertical measurement at the time construction is initiated.

Contractor will perform all normal excavation for pool installation as covered under this contract. The following are to be considered as abnormal conditions and are additional work to be paid for by the Owner/General Contractor in accordance with section entitled "Additional Work" of this contract: (1) inadequate soil bearing capacity requiring such means of support as piling, grade beams or any other special methods, including over-excavation with sand and/or stone back-fill; (2) tree stumps, rock formations, boulders, mass concrete or any condition requiring blasting, sawing, or demolition work; (3) high water table requiring pumping and well pointing; (4) underground utilities requiring relocation or removal, including, but not limited to water, sewer, septic tanks, electrical lines, gas lines and sprinkler system lines; etc. (5) dirt from pool not sufficient for necessary backfilling and grading and/or additional dirt required for backfilling and grading. In the absence of written acknowledgement to the contrary, Contractor assumes that the site is not fill ground and that there are no underground obstructions of any kind that will interfere with his phase of the work. To avoid unnecessary delay during excavation, Owner/General Contractor agrees that Contractor may perform up to \$1000.00 in additional work required by abnormal conditions without prior notice to or written authorization by Owner/General Contractor. Contractor will not be held liable for floatation of shell if such should occur because of conditions beyond our control. The Owner/General Contractor will be informed as soon as possible of any abnormal conditions encountered in grading and/or excavation. Contractor will use excavate earth to rough-grade back-fill against pool shell. If extra fill is necessary, the cost, including cost of placement and compaction, will be borne by Owner at Contractor's cost plus 25%. Excavated earth from the pool will be placed or removed from job site only on day of excavation with the exception of that required by Contractor for backfilling and grading.

Payments: Stage completion invoices are due upon presentation. Retainage other than that allowed in the noted stage payments is not authorized. In the event of default in the payment schedule set forth, work will cease until such payments have been made in full. A finance charge of 1.5% interest per month will be applied to all delinquent payments of more than 10 days. Any loss resulting from delay in construction caused by the Owner through obstruction or desire for change shall be paid by the Owner. Contractor retains title to all pool equipment until purchase price and any extras are paid in full. If contract price is not paid in accordance with this contract, Contractor or its employees may without notice enter the Owner's premises and repossess any pool equipment and accessories included in this contract and will apply the reasonable value of said equipment and accessories as determined by the Contractor, against any unpaid balance due. Owner shall have no interest in construction equipment brought to the job. A reasonable charge will be made to re-install any equipment removed under this agreement. The interior finish application will not be scheduled until all outstanding invoices, including change orders, are paid in full.

Warranty: When final stage completion invoice is rendered, Owner will fill out and sign 'Acceptance and Warranty Certificate' - Exhibit "C". Warranty void unless 'Acceptance and Warranty Certificate' is completed, signed by Owner and dated by an authorized representative of Contractor. The Acceptance and Warranty Certificate may contain punch out items, which will be addressed within a reasonable time period, usually within 30 days. Warranty is void if all stage completion invoices and/or invoices for additional work are not paid in full.

Additional Work/Change Orders: This contract price includes only the work, materials and equipment specified herein. Any change orders or additional work added to the contract must be made in writing on an "Additional Work Authorization" and must be signed prior to doing the work. All price quotations must be made by the Contractor's main office. No one on the job is qualified or authorized to quote prices. Payment for additional work is due upon invoice.

Cancellation: This contract proposal is subject to cancellation by Contractor if not accepted within ten (10) days from the date hereof. Contract cancellations after final pool design and/or permitting will be assessed a \$1500.00 charge plus any permitting, clearance, etc. fees that have been incurred.

Completion: Completion is specifically identified as: It is understood and agreed by the parties that completion of swimming pool shall be and take place at the time that the swimming pool is put in operation. Final payment is due at this time. Use of the pool by Owner constitutes acceptance whether or not 'Acceptance and Warranty Certificate' has been assigned and/or punch out items complete.

Miscellaneous: Owner/General Contractor grants Contractor permission to photograph work at Contractor's discretion, and grants right to use photographs for any purposes whatsoever the Contractor may deem fit, unless otherwise noted in writing.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVER FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board
2601 Blair Stone Road
Tallahassee Florida 32399-0783/850.487.1395

BY SIGNING THIS AGREEMENT, THE OWNER/GENERAL CONTRACTOR ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, CONDITIONS, AND ADDENDUMS

OWNER/GENERAL CONTRACTOR'S INITIALS



45236 Green Avenue
Callahan, FL 32011
License #
CPC-1456653

New Pool Construction Tentative Building Schedule

What to expect: Building your pool is a major construction project. Various phases of construction will produce construction debris, trash, and material. There will always be dirt and sand during the process. Final cleanup is done at the end of construction. Much of the work in building a swimming pool is done behind the scene in scheduling, ordering material and managing inspections. You will NOT have people working at your house every day. We may have gaps in the onsite activity during the construction process. This is normal.

Phase 1 (construction starts after permit is issued and all selections have been made). We cannot put your project on the dig schedule until permit is issued. We have no control over the time it takes for the building department to issue a permit. Once we have the permit we are subject to the pools scheduled in front of us and to the weather.

Layout, Dig, Steel, and Concrete

In this stage, we will scrape off the sod, form your pool, and excavate it. We will haul off any dirt not needed. Pre-plumbing of any spas or in-floor plumbing will be done during this phase. We will then form the inside of the pool with rebar. Once we have the pool steel in, we will call it in for inspection. Upon an approved inspection, we will schedule the concrete. The concrete company will not put us on their schedule until we have passed our inspections. They are usually several days out and subject to delays due to rain. If the jobs in front of us are delayed then our schedule will also be pushed.

Phase 2

Strip and fill - Once concrete is shot, we will strip off all of the form boards and back fill dirt in behind the pool
Plumbing - Dig our plumbing trenches, run plumbing, and set the pool equipment. Some building departments require inspections at this time.

Phase 3

Tile - Any waterline or accent tile will be installed at this time
Coping - Installation of pool coping

Phase 4

Decking - Install the deck
Electrical - Electrician will come out and bring power to the pool equipment. The electrician may need access to the electrical panel in your home and in some cases access to your attic

Phase 5

Interior finish and pool fill. It is home owner's responsibility to watch the pool fill and turn the water off when the level is to the middle of the waterline tile. (Do not turn the water off during the fill process).
Start up and pool school. Begin the new finish protocol.

Customer Initial _____

A handwritten signature in black ink, consisting of a stylized 'C' followed by a loop and a horizontal line.



White & Colored Pool Interior Finish Agreement



Z STEPHEN HORVAT

This agreement applies to the pool plastered at:

Address: 2795 TURTLE SHORES DR FERNANDINA BEACH FL 32034

The contractor agrees to apply the pool interior finish at the above address and guarantees that for a period of one (1) year the interior finish will be watertight. Cementitious surface coatings are actually semi-permeable membranes. They allow small amounts of moisture to permeate through and into the substrate, over time. The finish will not de-bond or delaminate provided that the pool remains filled with water, structurally sound, and that the start-up procedures recommended by the National Plasterers Council (NPC) are followed, and providing that all water chemistry after start-up is properly maintained in accordance with the Association of Pool & Spa Professionals (APSP) published standards recommended practice of maintaining the Langlier Saturation Index at 0 to +/- 0.3. Water chemistry consists of: chlorine levels, total alkalinity, pH, hardness (calcium & magnesium), stabilizer levels, iron, copper and total dissolved solids (TDS).

Pool Interior Finishes are composed of materials which may have inherent shading and/or color variation which is normal and should not be construed as a defect. Due to environmental factors such as humidity, temperature, etc., during the installation process, normal color variation within a surface coating, also called normal mottling, which is generally uniform shading, blotchy or cloudy appearance across the surface of a cementitious surface coating may appear. These variations may be more pronounced on a cloudy day or at night with the light on. These conditions are beyond the contractor's control. Discoloration or mottled-shade variation is not considered a failure or defect, but is a characteristic of most cementitious products, not needing remedy. It is a normal occurrence of most exposed aggregate finishes to have variation in the surface aggregate density, or variations in the concentration of aggregates across the finished surface.

The Homeowner agrees that pool interior finish is NOT guaranteed for evenness of color and may not be the exact shade anticipated. The shade and color may vary and "fade" over time. Homeowner understands that crazing (check cracks and hairline cracks) may be noticeable and may be quite pronounced with colored finishes.

Homeowner has read and acknowledges the above conditions:

Date: 1 FEBRUARY 2021

Signed:

NOTE: We urge you to contact your professional pool finish applicator for more information specific to your pool or spa. Chemical treatment alone will not produce sanitary pool water. A filtration system in proper operation along with a regimen of care including pool brushing will produce the optimal results for a clean and safe pool.

Additional consumer awareness information is available from the following sources.

NOTE: For more information regarding NPT branded pool finishes, go to www.nptpool.com.

Assoc. of Pool & Spa Professionals
2111 Eisenhower Avenue
Alexandria, VA 22314
(703) 838.0083

www.apsp.org

National Swimming Pool Foundation
4775 Granby Circle
Colorado Springs, CO 80919
(719) 540.9119

www.nspf.org

National Plasterers Council
1000 N. Rand Road
Wauconda, IL 60084
847.416.7272

www.npconline.org

Langlier Saturation Index calculator link: www.pentairpool.com/support/calculators/langlier/index.htm



Items Not Covered

The following items are not covered under contract and will be handled as an additional Work Order ***unless specifically listed in your Pool Contract.***

- Credit Cards Can Not Be Used
- Safety barrier requirements for final inspection such as hard wired alarms on windows/doors, pool safety covers and/or barrier fencing across or around perimeter of pool.
- Windows located within 5' of pool are required to have tempered glass.
- **Changes of working drawings deviating from signed concept. *May result in a Design and/or Re-permitting Fee.***
- Pool depth over 6' 0"
- Removal of existing concrete or wooden patio
- Removal of tree stumps over 12", or landscaping in the pool or deck area.
- Relocation of trees, shrubs or other plants
- Removal, relocation and installation of irrigation plumbing or piping in the pool deck, plumbing equipment run or access areas or capping of irrigation lines.
- Removal & reinstallation of screen enclosures; fenced or fence gates.
- Termite treatment if required
- Fill dirt if required and/or retaining walls
- Removal or relocation of water, sewer, electric or cable lines, or septic tanks and drain fields
- Fence or wall enclosure of equipment area
- Architectural review board permit fee.
- Gas tank and gas line hook-up for gas heaters.
- Electrical: There may be additional charges for inaccessible attic spaces, obsolete breakers, extended trenches, full electrical panels or switch location.
- Structural foundation pilings for pool shell if required for Flood Zones V or VE.

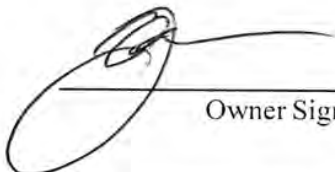
Customer signature:

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line.

ADDENDUM TO
SWIMMING POOL CONSTRUCTION CONTRACT DATED FEBRUARY 1 2021 BETWEEN _____
BACKYARD INNOVATIONS LLC, AND Z STEPHEN HORVAT

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

I/we the undersigned, have read and understand the above Lien Law Provision.



Owner Signature

Owner Signature

2/1/2021

Date

Date

CPC-1456653

ACKNOWLEDGEMENT LETTER

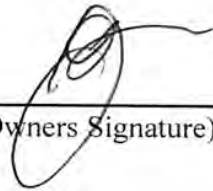
Name: Z STEPHEN HORVAT

Address: 355 TURTLE SHORES DR FERNANDINA BEACH FL 32034

Contract Date: FEBRUARY 1 2021

I, the undersigned, acknowledge that I have received the following safety publications and agree that it is my responsibility as a new pool/spa owner to read each publication carefully.

- I. The 2017 Florida Statutes (515.29) Residential Swimming Pool Barrier Requirements
- II. U.S. Consumer Product Safety Commission Publication No. 359 "How To Plan For The Unexpected".
- III. The Association Of Pool & Spa Professionals (APSP) Booklet: An Essential Safety Guide; The Sensible Way To Enjoy Your Inground Swimming Pool.
- IV. Notice Of Requirements For Final Pool Inspection.


(Owners Signature)

2/1/21
Date

AN UNDERGROUND BONDING CONDUCTOR MADE OF A SINGLE #8 AWG BARE SOLID COPPER WIRE BURIED TO A MINIMUM DEPTH OF 4 INCHES TO 6 INCHES BELOW SUB GRADE, AND 18 INCHES TO 24 INCHES FROM INSIDE THE WALL OF A SWIMMING POOL OR SPA WILL BE USED

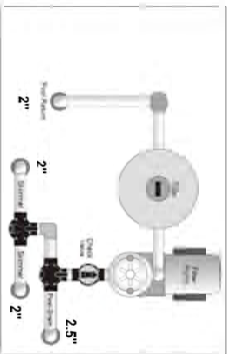
FLORIDA BUILDING CODE 7TH EDITION (2020) RESIDENTIAL

2020 NATIONAL ELECTRIC CODE

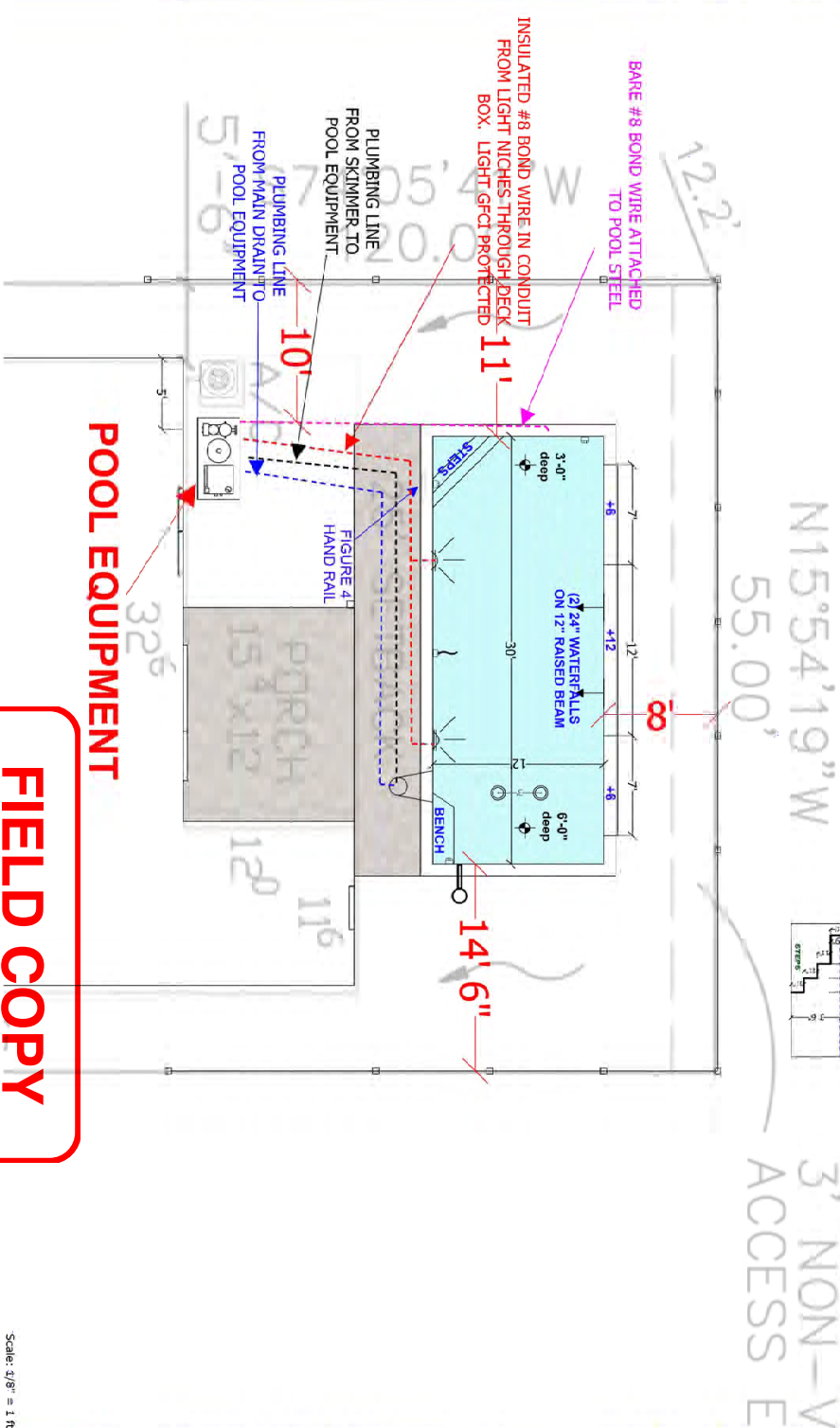
- NO OVERHEAD ELECTRIC LINES IN POOL AREA
- NO UNDERGROUND UTILITIES IN POOL AREA
- FINISH GRADE TO SLOPE AWAY FROM POOL
- VGB COMPLIANT DRAINS
- GROUNDED AND BONDED PER CODE

PERMIT PLAN

PLUMBING SCHEMATIC



BARRIERS:
FENCE & ALARMS



FIELD COPY

Scale: 1/8" = 1 ft

Project Info

Project Name: HORVAT
Client Name: Z STEPHEN HORVAT
Address: 2795 TURTLE SHORES DR
City: FERNANDINA BEACH
State/Province: FL
Zip/Postal Code: 32034
Description: PARCEL #: 00-00-30-044D-0071-0000
Designer Name: Gary Carlee

POOL

Envelope: 30' x 12'
Perimeter: 84'
Area: 360 ft²
Int Surface Area: 753 ft²
Depth: 3 to 6'
Volume: 10,732 gallons
Steps/Benches: 4
Step Linear Ft: 22.9'
Coping Area: 73 ft²
Coping Interior: 94'
Concrete: 15.3 yards³
Rebar: 2483.6'

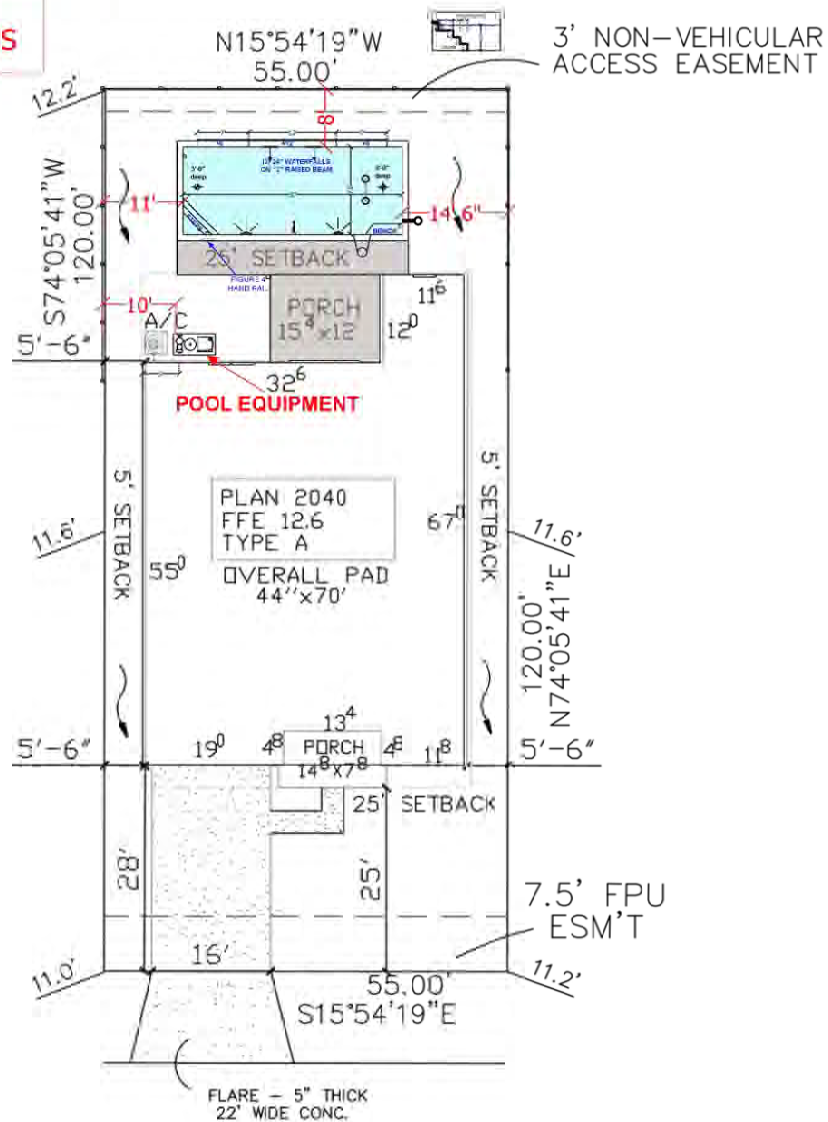
DATE DRAWN: 02-22-2021
DRAWN BY: GARY CARLEE

REV# DATE DESCRIPTION

#	:	:	:
	:	:	:
	:	:	:
	:	:	:
	:	:	:
	:	:	:
	:	:	:



**BARRIERS:
FENCE & ALARMS**



**NEW
ATLANTIC**

5875 MINING TERRACE STE 206
JACKSONVILLE, FL 32257

SITE PLAN PRODUCED BY
KATHLEEN MOSS
RESIDENTIAL DESIGN & DRAFTING SERVICE

SITE PLAN SURVEY FOR: LOT 71 DUNES OF AMELIA

SCALE: 1" = 20'

DATE: 04/19/19
REVISED: 05/01/19

LOT SQUARE FOOTAGE
6,600.00 SQ. FT
HOUSE COVERAGE
2,792 S.F.
TOTAL IMPERVIOUS
3,296 SQ. FT.

NORTH



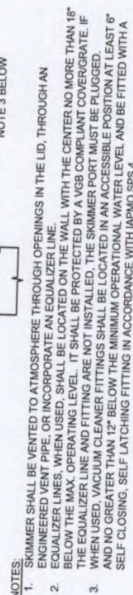
ARROW

FIELD COPY

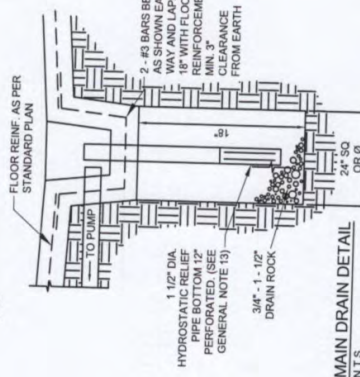
1. FOR POOL PLAN, SIZE, DECK EXTENTS, SPECIAL DETAILS, SEE CONTRACTOR'S POOL PLAN
2. ALL POOL CONSTRUCTION SHALL CONFORM WITH THE LATEST REVISIONS AND FLORIDA BUILDING CODE, 2020, TOGETHER WITH THE LATEST REVISIONS AND ANSINSPIRATIONAL STANDARD-3 FOR RESIDENTIAL, INDOOR SWIMMING POOLS, AND ANSINSPIRATIONAL STANDARD-3 FOR PERMANENTLY INSTALLED RESIDENTIAL SPAS AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODE - LATEST
3. ALL POOL PIPING TO BE SCHEDULE 40 OR 8VC BEARING SIF APPROVAL, UNLESS OTHERWISE NOTED.
4. THE DESIGN ENGINEER ASSUMES NO RESPONSIBILITY FOR POOL CONSTRUCTION IN AREAS OR DECKS SHOWN PRIOR TO CONSTRUCTION.
5. CONTRACTOR SHALL VERIFY THE EXISTING TERMINAL LOCATION OF ALL UTILITIES IN RELATION TO POOL AND ITS EQUIPMENT AND ENSURE MINIMUM CLEARANCE TO POOL AND EQUIPMENT WITH LOCAL REGULATIONS AND ORDINANCES.
6. CONTRACTOR SHALL PROVIDE ADEQUATE TEMPORARY FENCING AROUND CONSTRUCTION AREA TO PREVENT UNAUTHORIZED ENTRY INTO POOL.
7. IF A MANUAL FILL WATER SUPPLY IS PROVIDED, A MINIMUM 3" ATMOSPHERIC BREAK WILL BE PROVIDED. IF AN AUTOMATIC ASSEMBLY IS INSTALLED, A BACKFLOW PREVENTER WILL BE REQUIRED ON THE POTABLE WATER LINE USED TO SUPPLY THE POOL.
8. ALL STRUCTURAL, FILTRATION, AND ELECTRICAL DETAILS OUTLINED IN THESE DRAWINGS ALSO RELATE TO SPA CONSTRUCTION.
9. ALL SPA HEATERS SHALL BE INSTALLED IN ACCORDANCE WITH FBC 454.2.14, "WATER HEATING EQUIPMENT".
10. TO EMPTY THE POOL FOR ANY REASON, THE HYDROSTATIC UPLIFT PRESSURE MUST BE ELIMINATED. THE OWNER MUST CONSULT A CONTRACTOR WITH EXPERIENCE IN ELIMINATING UPLIFT PRESSURE. CONTRACTOR SHOULD CONSIDER INSTALLATION OF GRAVELS WITH UNDERDRAIN PUMPING SYSTEM IN AREAS WHERE GROUNDWATER COULD RESULT IN UPLIFT PRESSURES.
11. THE RESIDENTIAL SWIMMING POOL BARRIER AND/OR COMPLIANT SLIP-OUT COMPONENTS SHALL BE IN PLACE PRIOR TO FILLING OF THE POOL. FRC #4101.17
12. CODE VIOLATIONS FOUND DURING INSPECTION ARE REQUIRED TO BE CORRECTED. PLANPERMIT ISSUANCE DOES NOT GRANT APPROVAL OF A CODE VIOLATION. 2020 FRC 109.1
13. HYDROSTATIC RELIEF VALVE SHALL BE INSTALLED IN POOLS LOCATED IN AREAS WHERE THE GROUND WATER TABLE OR POTENTIAL PERCHED WATER INTERSECTS THE POOL DURING ANY PERIOD OF ANY GIVEN YEAR.

1. ALL REINFORCING STEEL TO CONFORM TO ASTM A615 GRADE 40. REINFORCING SHALL BE #3 BARS AT 10" ON CENTER EACH WAY WITH 15" LAP JOINT IN WALLS AND FLOORS UP TO 6 FEET DEPTH. BETWEEN 6' AND 10' TOTAL, #3 BARS AT 12" ON CENTER VERTICALLY STARTING AT 30" DEPTH IN THE AREA OF THE POOL OVER 6' IN TOTAL DEPTH. (ALTERNATE: #4 BARS AT 12" ON CENTER VERTICALLY STARTING AT 30" DEPTH IN THE AREA OF THE POOL OVER 6' IN TOTAL DEPTH.) USE 4 BARS AT 10" ON CENTER VERTICALLY STARTING AT 30" DEPTH IN THE AREA OF THE POOL OVER 10' TOTAL DEPTH. ALL FLOORS TO NORMAL, NON-EXPANSIVE SOILS ONLY. NORMAL SOILS ARE ASSUMED TO BE LESS EQUIVALENT FLUID TO PRESSURE OF 35 PCF AND UNIT WEIGHT OF 120 PCF. IF CONCRETE IS CAST AGAINST THE EARTH WITHOUT SEPARATION BARRIER, MINIMUM COVER SHALL BE 3". WITH A BARRIER (STEEL TEXT) BETWEEN CONCRETE AND EARTH, MINIMUM COVER SHALL BE 2".
2. POOL WALLS SHALL BE MIN. 6" THICK AND FLOORS SHALL BE 4.00" THICK AND SHALL BE PNEUMATICALLY CURED CONCRETE WITH A COMPRESSIVE STRENGTH OF 4,000 PSI IN 28 DAYS. CONCRETE DECK SHALL BE 2.500 PSI. CONCRETE CONSTRUCTION WILL CONFORM TO ALL STANDARD 318. MINIMUM SLAB THICKNESS MUST BE INCREASED FOR DEPTHS GREATER THAN 8'0". NOTE: APPLIES TO "NORMAL" SOILS ONLY.
3. STRIPS OR PATIO SHALL BEAR ONLY ON ROCK OR CLEAN SAND, WHICH SHALL BE COMPACTED TO PROVIDE A STRONG, SAFE BEARING CAPACITY. ANY UNSUITABLE MATERIAL ENCOUNTERED IN EXCAVATION SHALL BE REMOVED, ITS ENTIRETY AND THE AREA SHALL BE BACKFILLED WITH ACCEPTABLE MATERIAL PROPERLY COMPACTED. WHERE UNSUITABLE MATERIAL CANNOT BE REMOVED, THE POOL MUST BE REDESIGNED.

- City of Fernandina Beach**
APPROVED FOR PERMIT
These plans are approved for construction.
NOTE: Plan approval does not constitute
approval to violate any adopted federal,
state or local law, code or ordinance.
REVIEWED FOR COMPLIANCE
2020 FBC, 7th Edition
09/18/2021



SKIMMER AND VACUUM FITTING DETAIL



PIPE SIZE	6 FT/S	8 FT/S	10 FT/S
1"	16 GPM	21 GPM	26 GPM
1½"	37 GPM	50 GPM	62 GPM
2"	62 GPM	82 GPM	103 GPM
2½"	88 GPM	117 GPM	146 GPM
3"	138 GPM	181 GPM	227 GPM
4"	234 GPM	313 GPM	392 GPM
6"	534 GPM	712 GPM	900 GPM

PUMP SIZE WILL VARY DEPENDING ON THE PUMP SPECIFICATION AND THE TOTAL DYNAMIC HEAD FOR THE SPECIFIC FLOW

PUMP SIZE WILL VARY DEPENDING ON THE PUMP SPECIFICATION AND THE TOTAL DYNAMIC HEAD FOR THE SPECIFIC POOL NEEDS.

JANUARY 22, 2022

PLANS VALID FOR THIS
BUILDING DEPT. ONLY:

JANUARY 22, 2022

Out

Certificate of Authority No. 28177
4337 PABLO OAKS COURT, SUITE 101
JACKSONVILLE, FL 32224
904-223-9773 FAX: 866-832-9236

RESIDENTIAL GENERAL NOTES AND DETAILS

BACKYARD INNOVATIONS, LLC
45236 GREEN AVENUE
CALLAHAN, FL 32011
(904) 868-2608
CPC1456653

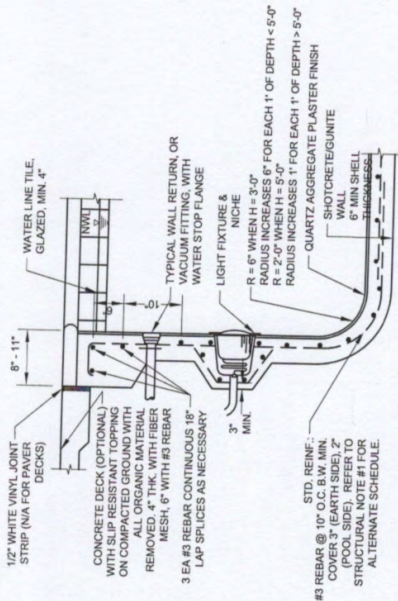


NOT TO SCALE

SHEET 1 OF 4

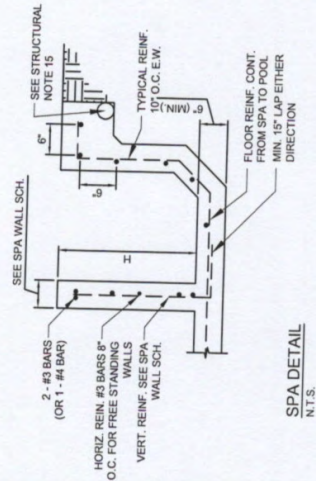
DWG. BY: MAC

FIELD COPY

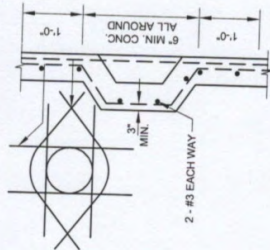


TYPICAL POOL WALL SECTION
SCALE: N.T.S.

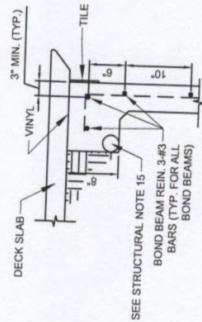
SPA WALL SCHEDULE	CONCRETE DEPTH OF WATER FT	CONCRETE THICKNESS INCHES
	3.0	6
	3.5	6
	4.0	8
	4.5	10
	5.0	10



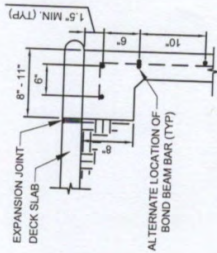
SPA DETAIL
N.T.S.



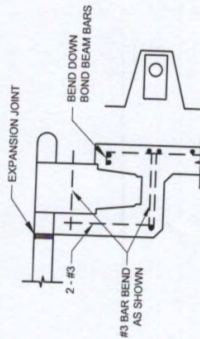
LIGHT NICHE DETAIL
N.T.S.



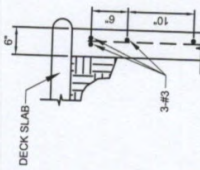
CANTILEVER DECK DETAIL
N.T.S.



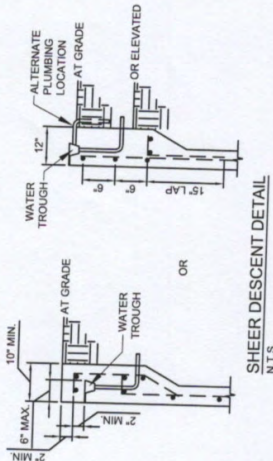
COPING DETAIL
N.T.S.



SKIMMER DETAIL
N.T.S.



MINIMAL BOND BEAM
N.T.S.
NOTE: MAY BE USED WITH SAND, GRAVEL, OR ROCK SOIL CONDITIONS ONLY.



SHEER DESCENT DETAIL
N.T.S.

PLANS EXPIRE:
JANUARY 22, 2022

PLANS VALID FOR THIS BUILDING DEPT. ONLY:
CITY OF FERNANDINA BEACH, FL

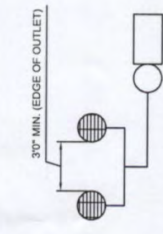


RESIDENTIAL
STRUCTURAL DETAILS

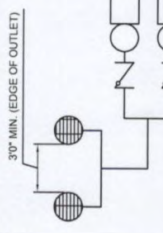


BACKYARD INNOVATIONS, LLC
45236 GREEN AVENUE
CALLAHAN, FL 32011
(904) 868-2608
CPC1456653

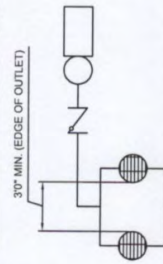
FIELD COPY



OUTLETS IN PARALLEL TO ONE PUMP



OUTLETS IN PARALLEL TO DUAL PUMPS IN PARALLEL

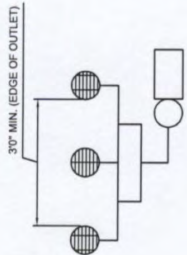


PARALLEL OUTLETS TO TWO PUMPS

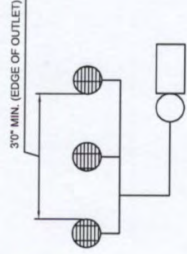
VELOCITY = 6 FT / S	SCH 40	SCH 80
SUCTON PIPE DIAMETER	MAX FLOW (GPM)	MAX FLOW (GPM)
2"	63	55
2 1/2"	90	79
3"	136	124
4"	238	215
6"	540	488

- NOTES:
- DUAL OUTLETS SHALL BE SEPARATED BY MINIMUM 3 FEET FROM OUTSIDE EDGE TO OUTSIDE EDGE OF OUTLET.
 - TEE ON THE SUCTION MANIFOLD SERVING THE OUTLETS SHALL BE LOCATED MIDWAY BETWEEN THE OUTLETS WITH FLOW OUT OF THE BRANCH OF THE TEE.
 - THE FLOW RATING OF EACH COVERGRATE SHALL BE AT LEAST EQUAL TO THE SYSTEM'S MAXIMUM FLOW RATE.
 - OUTLETS MAY BE LOCATED ON SEPARATE PLANES IN LIEU OF THE 30" SEPARATION REQUIREMENT, I.E. ONE (1) ON THE BOTTOM AND ONE (1) ON THE VERTICAL WALL, OR ONE (1) EACH ON TWO (2) SEPARATE VERTICAL WALLS.

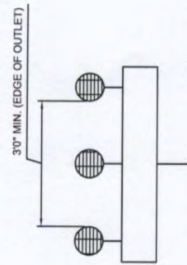
DUAL SUCTION OUTLET ARRANGEMENTS



OUTLETS IN PARALLEL SYMMETRIC PIPING



OUTLETS IN PARALLEL ECCENTRICALLY TAPPED PIPING



OUTLETS IN PARALLEL LOOPED PIPING

- NOTES:
- THE OUTERMOST OUTLETS SHALL BE SEPARATED BY MINIMUM 3 FEET FROM OUTSIDE EDGE TO OUTSIDE EDGE OF OUTLET.
 - THE TEE ON THE SUCTION MANIFOLD SERVING THE OUTLETS SHALL BE LOCATED MIDWAY BETWEEN TWO OF THE OUTLETS WITH FLOW OUT OF THE BRANCH OF THE TEE.
 - THE SUM OF THE FLOW RATINGS OF THE COVERGRATES SHALL BE AT LEAST TWICE THE SYSTEM'S MAXIMUM FLOW RATE.

THREE-OR-MORE SUCTION OUTLET ARRANGEMENTS

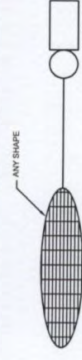
- NOTES:
- ALL COVERGRATES SHALL COMPLY WITH ANSI/AISME A112.19.8-LATEST. "SUCTION FITTINGS FOR USE IN POOLS, WADING POOLS, SPAS AND HOT TUBS" RECOMMENDED. GRATES SHOULD BE INSTALLED WITH SUCTION OUTLETS SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/APSP-7, LATEST. THE FOLLOWING METHODS TO AVOID ENTRAPMENT ARE IN ACCORDANCE WITH ANSI/APSP-7, LATEST: THE FOLLOWING OR OVERFLOW SYSTEMS THAT PROVIDE 100% OF THE REQUIRED SYSTEM FLOW: A) SURFACE SWIMMING OR SYSTEMS; C) THREE-OR-MORE SUCTION OUTLET SYSTEMS; D) SINGLE UNBLOCKABLE SUCTION OUTLET SYSTEMS; E) SINGLE UNBLOCKABLE SUCTION OUTLET SYSTEMS (TESTED AND LISTED AS CONFORMING TO ASME/AISME A112.19.8); F) SINGLE OUTLET ALTERNATE SYSTEMS (TESTED AND LISTED AS CONFORMING TO ASME/AISME A112.19.8); G) GRAVITY FLOW TO A VENTED COLLECTOR TANK; H) OUTLET SUMP IN SERIES; I) OR OTHER MEANS THAT MEET THE INTENTS AND REQUIREMENTS OF ANSI/APSP-7 AND IS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
 - BRANCH SUCTION PIPING (DEFINED AS THE PIPING SERVING THE SUCTION OUTLETS) SHALL BE SIZED TO ALLOW A MINIMUM VELOCITY OF FIVE (5) FEET PER SECOND. ALL OTHER SUCTION PIPING SHALL BE SIZED TO ALLOW MAXIMUM VELOCITY OF EIGHT (8) FEET PER SECOND.
 - SUCTION INLETS SHALL NOT BE OPERATED IF SUCTION OUTLET GRATE IS MISSING, BROKEN, OR LOOSE.
 - SUCTION INLETS SHALL BE PLUMBED SUCH THAT WATER IS DRAWN THROUGH THEM SIMULTANEOUSLY THROUGH A COMMON LINE TO THE PUMP.
 - FIELD BUILT SUMP SHALL BE CONSTRUCTED SUCH THAT THE PUMP IS LOCATED CLOSER TO THE SUMP IS OF THE DESIGN SPECIFIED BY THE COVERGRATE MANUFACTURER TO CONTROL FLOW THROUGH THE OPEN AREA OF THE COVERGRATE.



SINGLE UNBLOCKABLE CHANNEL OUTLET TO SINGLE PUMP



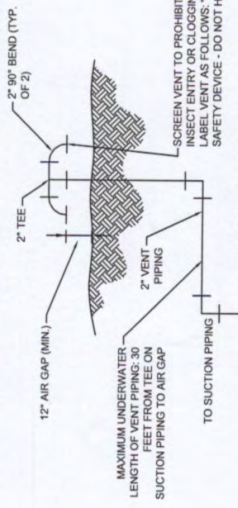
SINGLE UNBLOCKABLE CHANNEL OUTLET TO TWO PUMPS



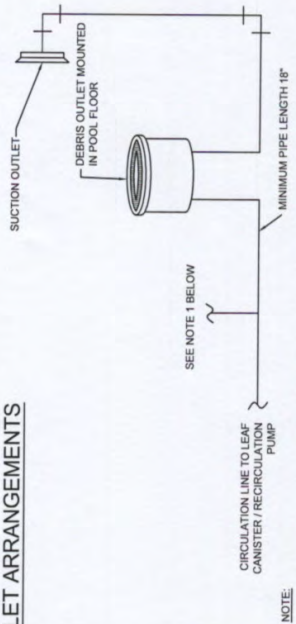
LARGE UNBLOCKABLE OUTLET OF ANY SHAPE TO SINGLE PUMP

- NOTES:
- SINGLE CHANNEL OUTLET, 3" OR GREATER IN WIDTH AND 31" OR GREATER IN LENGTH (APPLIES TO PERFORATED AREA).
 - SINGLE UNBLOCKABLE OUTLET: SHALL BE OF ANY SIZE AND SHAPE SUCH THAT A REPRESENTATION OF THE TORSO OF THE 99TH PERCENTILE ADULT MALE CANNOT SUFFICIENTLY BLOCK IT TO THE EXTENT THAT IT CREATES A BODY SUCCTION ENTRAPMENT HAZARD. THE TORSO IS REPRESENTED AS A RECTANGLE 18" X 23" WITH CORNERS OF RADIUS 4".

SINGLE UNBLOCKABLE SUCTION OUTLET ARRANGEMENTS



VENT LINE DETAIL



- NOTE:
- ONE OF THE FOLLOWING OPTIONS IS REQUIRED BETWEEN THE DEBRIS SUCTION OUTLET AND THE PUMP: A) ONE (1) ADDITIONAL SUCTION OUTLET LOCATED A MINIMUM OF 18" FROM THE TEE IN THE SUCTION LINE TO THE PUMPS; B) AN ENGINEERED VENT SYSTEM; C) A LISTED MANUFACTURED SAFETY VACUUM RELEASE SYSTEM.

OUTLET SUMPS IN SERIES

PLANS VALID FOR THIS BUILDING DEPT. ONLY:

CITY OF FERNANDINA BEACH, FL

PLANS EXPIRE:

JANUARY 22, 2022

Quetta
Certificate of Authority No. 28377
4337 PABLO OAKS COURT, SUITE 101
FERNANDINA, FL 32043
904-223-9773 FAX: 904-832-9236

RESIDENTIAL
SUCTION OUTLET NOTES
AND DETAILS



BACKYARD INNOVATIONS, LLC
45236 GREEN AVENUE
CALLAHAN, FL 32011
(904) 868-2608
CPC1456653

NOT TO SCALE SHEET 3 OF 4 DWG. BY: MAC APPROVED BY: JEL

FIELD COPY

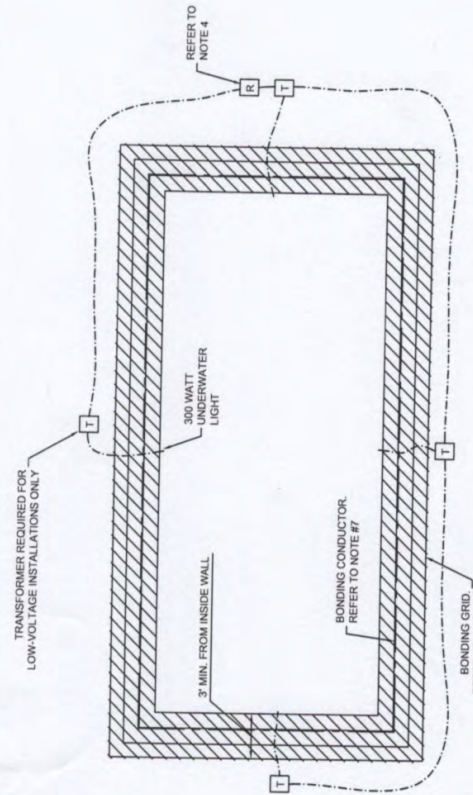
ELECTRICAL NOTES:

1. TIME SWITCHES SHALL BE INSTALLED TO CONTROL SWIMMING POOL HEATERS AND PUMPS THAT CAN AUTOMATICALLY TURN OFF HEATERS AND PUMPS OFF AND ON ACCORDING TO A PRESET SCHEDULE. EXCEPTIONS:
 - 1a. WHERE PUBLIC HEALTH STANDARDS REQUIRE 24-HOUR PUMP OPERATION WHERE PUMPS ARE REQUIRED TO OPERATE SOLAR- AND WASTE-HEAT RECOVERY SYSTEMS.
 - 1b. WHERE PUMPS ARE POWERED EXCLUSIVELY FROM ON-SITE RENEWABLE GENERATION.
2. HEATED SWIMMING POOLS AND INGROUND PERMANENTLY INSTALLED SPAS SHALL BE EQUIPPED WITH A VAPOR-RETARDANT COVER OR ON AT THE WATER SURFACE, OR A COVER OR OTHER MEANS PROVEN TO REDUCE HEAT LOSS. EXCEPTION:
 - 1a. OUTDOOR SWIMMING POOLS OPERATING UNDER 70% OF THE ENERGY FOR HEATING FROM A SITE-RECOVERED ENERGY OR SOLAR ENERGY SOURCE COMPUTED OVER AN OPERATING SEASON.
3. POOL FILTRATION PUMPS SHALL MEET THE FOLLOWING REQUIREMENTS:
 - 3a. POOL FILTRATION PUMPS SHALL NOT BE SPLIT-PHASE, SHADED POOL OR CAPACITOR INDUCTION RUN TYPES.
 - 3b. POOL PUMP MOTOR RHP SHALL BE GREATER THAN A TOTAL HORSEPOWER (HP) OF GREATER THAN OR EQUAL TO 1 HP.
 - 3c. MORE THAN 1% OF THE MOTOR'S MAXIMUM ROTATION RATE.
4. POOL PUMPS MOTOR CONTROLS SHALL HAVE THE CAPABILITY OF OPERATING THE POOL PUMP AT A MINIMUM OF TWO SPEEDS. THE DEFAULT CIRCULATION SPEED SHALL BE THE MINIMUM CIRCULATION SPEED WITH A HIGHER SPEED OVERRIDE CAPABILITY FOR A MINIMUM OF TWO SPEEDS. THE DEFAULT CIRCULATION SPEED SHALL BE PERMITTED TO RUN AT HIGHER SPEEDS DURING HEATING OF USABLE SOLAR HEAT GAIN.
5. HYDRAULIC SYSTEMS FOR NEW POOLS MUST BE DESIGNED IN ACCORDANCE WITH APPENDIX C. THE MINIMUM STANDARD FOR RESIDENTIAL SWIMMINGPOOL AND SPA ENERGY EFFICIENCY.

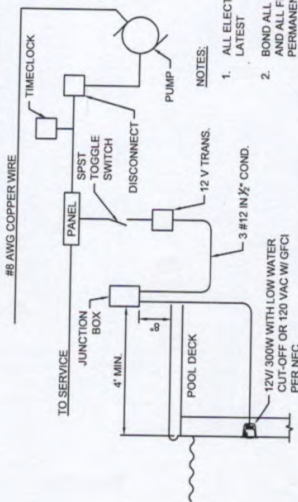
ELECTRICAL NOTES:

1. GROUND AND BOND ALL POOLS AND RELATED EQUIPMENT IN ACCORDANCE WITH NEC ARTICLES 250 AND 252. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO ENSURE THAT THE ENTIRE POOL STRUCTURE INCLUDING THE POOL SHELL AND DECK REINFORCEMENT BARS ARE PROPERLY METAL BONDING. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF TWO (2) #6 COPPER WIRE PARTS USING STEEL TIE WIRES. BOND ALL METAL PARTS TO POOL REINFORCING BARS TO ADJACENT #6 COPPER WIRES. CONDUIT, METAL DOOR FRAMES AND METAL PARTS WITHIN 5' INSIDE WALL OF POOL ENCLOSURE SHALL BE BONDING TO THE SAME #6 COPPER PRESSURE CONNECTORS OR CLAMPS AS APPLICABLE. USE OF METAL COLUMNS (I.E. FOR TOWERS OR SLIDES) PER NEC ARTICLE 250 AND 680 AND NEW EXISTING REINFORCING BARS ARE ENCAPSULATED WITH A NON CONDUCTIVE COMPOUND, CONTACT ENGINEER BEFORE PROCEEDING.
2. THIS ELECTRICAL INSTALLATION SHALL MEET ALL REQUIREMENTS OF NEC ARTICLES 250 AND 680. IN ACCORDANCE WITH THIS UNDERGROUND WIRING SHALL BE PERMITTED UNDER THE POOL OR WITHIN 5' HORIZONTALLY FROM THE INSIDE WALL OF THE POOL UNLESS THIS WIRING IS NECESSARY TO SUPPLY POOL EQUIPMENT PERMITTED BY NEC WALL OF POOL. RECEPTACLES SHALL BE LOCATED AT LEAST 10' FROM THE INSIDE WALL OF THE POOL. ADDITIONALLY ALL WIRING SHALL BE GFCI PROTECTED. MOUNTING HEIGHT FOR ANY LIGHT FIXTURES SERVING OVER POOLS SHALL BE NOT LESS THAN 12' ABOVE MAXIMUM WATER LEVEL.
3. IF APPLICABLE, PROVIDE #12 AWG CONDUCTORS AND GROUND FOR 12V UNDERWATER LIGHTING CIRCUITS. MINIMUM LENGTH, FOR 12V CIRCUITS 8' TO 15' IN LENGTH, PROVIDE #8 AWG CONDUCTORS AND GROUND FOR 12V CIRCUITS GREATER THAN 15', BUT LESS THAN 25' IN LENGTH. PROVIDE #6 AWG CONDUCTORS AND #6 GROUND. NO 12V CIRCUIT SHALL BE MORE THAN 25' IN LENGTH.
4. OPTIONAL: ELECTRICAL CONTRACTOR SHALL INSTALL NO FEWER THAN ONE 125-VOLT 15- OR 20-AMPERE RECEPTACLE FOR EACH PURPOSE BRANCH CIRCUIT. RECEPTACLE SHALL BE LOCATED NOT LESS THAN 10' FROM THE INSIDE WALL OF THE POOL. THE RECEPTACLE SHALL BE LOCATED MORE THAN 20 FT. FROM THE INSIDE WALL OF THE POOL. THE RECEPTACLE SHALL BE LOCATED MORE THAN 6 FT. 6 IN. ABOVE THE FLOOR, PLATFORM, OR GRADE LEVEL SERVING THE POOL.
5. RECIRCULATION PUMP SHALL BE ELECTRICALLY INTERLOCKED WITH CHEMICAL EQUIPMENT, IF APPLICABLE.
6. AN EQUIPOTENTIAL COMMON BONDING GRID IS REQUIRED FOR ALL PAVED WALKING SURFACES WITHIN THREE FEET OF THE INSIDE WALLS OF THE POOL AND/OR SPA FOR THE ENTIRE POOL PERIMETER. THE BONDING GRIDS MAY BE COMPOSED OF STEEL REBAR (#4 OR #6), COPPER WIRE (#6), SOLID COPPER CONDUCTOR, 6 X 6 X 10 WELDED WIRE FABRIC OR OTHER APPROVED MATERIAL. THE BONDING GRIDS SHALL BE INSTALLED IN EACH SECTION IS CLAIMED WITH APPROPRIATE JOINTS. THE BONDING GRIDS SHALL BE INSTALLED ON CHAIRS AND COPPER JUMPEES. THE BONDING GRID MAY NOT BE INSTALLED IN CONTACT WITH CONTACT OR WITHOUT PROPER COVER. THE INSTALLATION MUST BE IN ACCORDANCE WITH 680.20(C), NATIONAL ELECTRIC CODE (NEC - LATEST VERSION) AND FLORIDA BUILDING CODE (FBC - LATEST VERSION) WITH LATEST AMENDMENTS.
7. NOTE #6: ABOVE IS AN ACCEPTABLE ALTERNATIVE TO THE BONDING GRID DEFINED IN NOTE #6. ALLOW AN UNDERGROUND BONDING CONDUCTOR MADE OF #6 COPPER WIRE OR BARE SOLID COPPER WIRE BURIED TO A MINIMUM DEPTH OF 4 INCHES TO 6 INCHES BELOW SUBGRADE AND 18 INCHES TO 24 INCHES FROM INSIDE WALL OF THE SWIMMING POOL. THE BONDING GRID IS DEFINED A PERMISSIBLE ALTERNATIVE OR EQUIVALENT TO COMPLIANCE WITH § 680.20(C) OF THE NEC(2020), NFPA 20, ADOPTED BY REFERENCE WITHIN FBC.

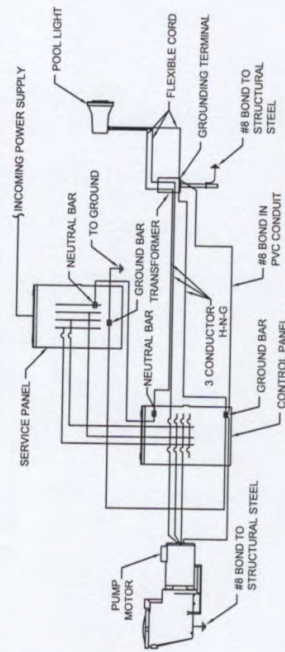
TRANSFORMER REQUIRED FOR



TYPICAL SWIMMING POOL BONDING GRID PLAN

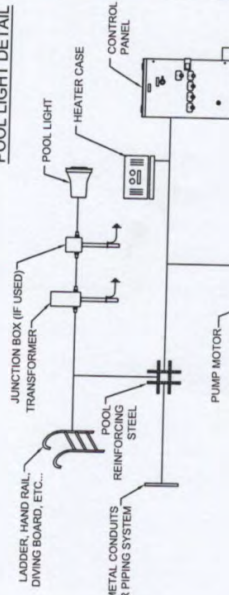


ELECTRICAL DIAGRAM



TYPICAL GROUNDING SCHEMATIC

POOL LIGHT DETAIL



TYPICAL BONDING SCHEMATIC

PLANS VALID FOR THIS
BUILDING DEPT. ONLY:

PLANS EXPIRE:

JANUARY 22, 2022

CITY OF FERNANDINA BEACH, FL

Out

Certificate of Authority No. 28177
4337 PABLO OAKS COURT, SUITE 101
JACKSONVILLE, FL 32224
904-223-9773 FAX: 866-832-9236



RESIDENTIAL ELECTRICAL NOTES AND DETAILS

BACKYARD INNOVATIONS, LLC
45236 GREEN AVENUE
CALLAHAN, FL 32011
(904) 868-2608
CPC1456653

NOT TO SCALE

SHEET 4 OF 4

DWG. BY: MAC

FIELD COPY

Prepared by:
Alan Almand
Landmark Title
4540 Southside Boulevard, Suite 202
Jacksonville, Florida 32216

File Number: 20-4559

Corporate Warranty Deed

This Indenture, made 14th day of August, 2020 A.D. between New Atlantic Builders, Inc., a Florida Corporation, whose post office address is: 5875 Mining Terrace, Suite 206, Jacksonville, FL 32257, Grantor and Z. Stephen Horvat, a single person whose post office address is: 2795 Turtle Shores Drive, Fernandina Beach, FL 32034, Grantee.

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Nassau, State of Florida, to wit:

Lot 71, Dunes of Amelia, Phase Two, according to the map or plat thereof, as recorded in Plat Book 8, Page(s) 280, of the Public Records of Nassau County, Florida.

Property Address: 2795 Turtle Shores Drive, Fernandina Beach, FL 32034

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 00-00-30-044D-0071-0000

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.



Witness 1 Signature
Alan B. Almand

Witness 1 Printed Name

New Atlantic Builders, Inc., a Florida Corporation

By: 

William B. Towers, Jr., Vice President



Witness 2 Signature



Witness 2 Printed Name

STATE OF FLORIDA
COUNTY OF DUVAL

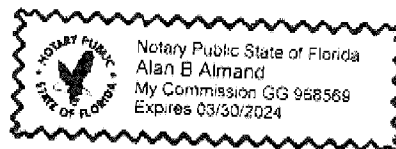
The foregoing instrument was acknowledged before me by means of (x) physical presence or () online notarization this 14th day of August, 2020 by William B. Towers, Jr., Vice President of New Atlantic Builders, Inc., a Florida Corporation, on behalf of the Corporation.



Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: X
OR Produced Identification: _____

Type of Identification Produced: _____





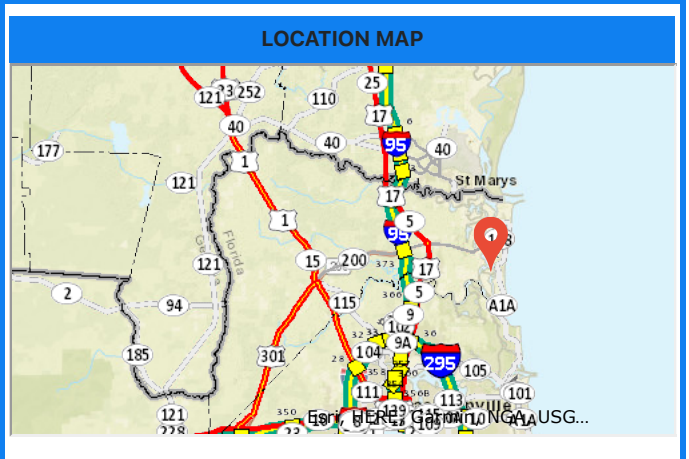
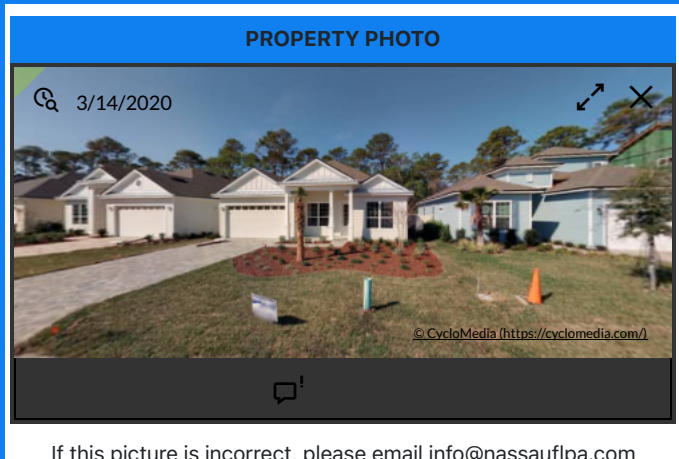
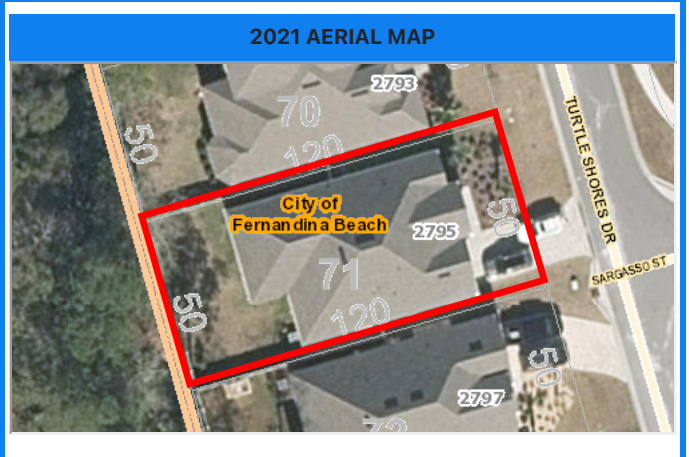
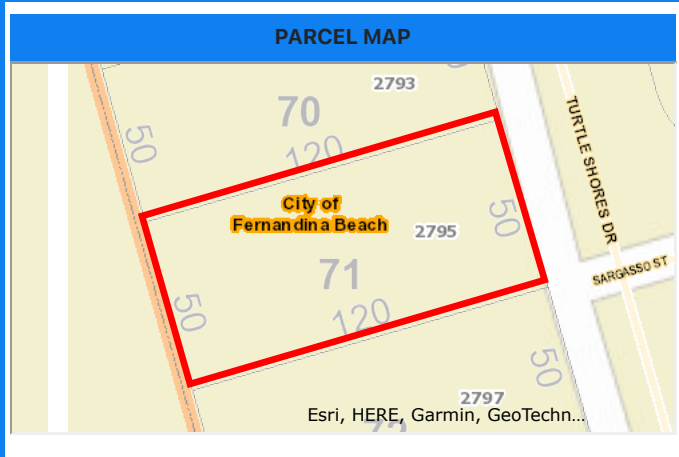
A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



Change of Address	PROPERTY INFORMATION	2021 Certified Values
	Parcel Number 00-00-30-044D-0071-0000	Land Value \$85,000
	Owner Name HORVAT Z STEPHEN	(+ Improved Value \$244,504
	Mailing Address 2795 TURTLE SHORES DR	(=) Market Value \$329,504
	Location Address FERNANDINA BEACH, FL 32034	(-) Agricultural Classification \$0
	Location Address 2795 TURTLE SHORES DR	(-) SOH or Non-Hx* Capped Savings \$0
	Tax District FERNANDINA BEACH	(=) Assessed Value \$329,504
	Millage 19.5052	(-) Homestead \$25,000
	Homestead Yes	(-) Additional Exemptions \$0
	Property Usage SINGLE FAM 000100	(-) School Taxable Value \$304,504
	Deed Acres 0	(-) Non-School HX & Other Exempt \$25,000
	Short Legal LOT 71 DUNES OF AMELIA PHASE 2 PBK 8/280	Value \$25,000
		(=) County Taxable Value \$279,504
		Note - *10% Cap does not apply to School Taxable Value

- Property Search
- Map This Parcel
- GIS Report
- Property Record Card
- Print Friendly Page



BUILDING INFORMATION

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built	Building Sketch
SNGL FAM	2777	2031	3	2.5	ABOVE AVG.		AIR DUCTED	FORCED AIR	2020	

MISCELLANEOUS INFORMATION

Description	Dimensions L X		Units	Year Built
	W			
CONC PAVER	0 X 0		676	2020
CONC PAVER	0 X 0		54	2020
POOL GUNIT	13 X 30		390	2021
CONC PAVER	5 X 30		150	2021

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2020-08-14	2386 / 1159	\$387,500	WD	Q	Y	NEW ATLANTIC BUILDERS INC	HORVAT Z STEPHEN
2019-02-13	2255 / 1282	\$86,000	SW	Q	N	PARKWAY DUNES LLC	NEW ATLANTIC BUILDERS INC

CERTIFIED TO:
STEVEN HORAT

PROPERTY ADDRESS:
2795 TURTLE SHORES DRIVE
FERNANDINA BEACH, FL 32034

MAP OF BOUNDARY SURVEY LOT 71, DUNES OF AMELIA, PHASE TWO

ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES
280 THROUGH 282 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA

AMELIA ISLAND PARKWAY
80' FOOT RIGHT-OF-WAY

P.I.N. 00-00-30-044B-0059-0010
PARCEL "11-B" (O.R.B. 1243, PAGE 1349)

LEGEND

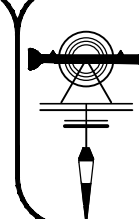
- = CENTERLINE
- = BRICK FLATWORK
- = CONCRETE FLATWORK
- = COVERED AREA
- = SEWER CLEANOUT
- = TELEPHONE PEDESTAL
- = WATER METER
- = VINYL FENCE
- = AIR CONDITIONER
- = OFFICIAL RECORDS BOOK
- = PARCEL IDENTIFICATION NUMBER
- = FLORIDA PUBLIC UTILITIES

SURVEY NOTES:

- The "Legal Description" hereon is in accord with the description provided by the client
- Underground Improvements were not located or shown.
- Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- Bearings shown hereon are based on S15°54'19"E for the Westerly right-of-way of Turtle Shores Drive. The bearing reference line is indicated as thus (BR).
- The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel "12089C 0238 G & 12089C 0239 G", Dated "08/02/2017". Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL A. MANZIE, P.L.S. 4069



MANZIE & DRAKE LAND SURVEYING

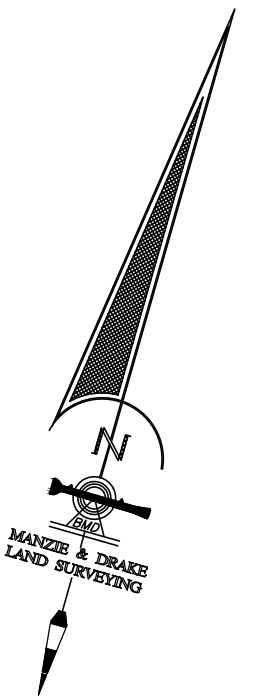
117 South Ninth Street, Fernandina Beach, FL 32034

(904) 491-5700 www.ManzieAndDrake.com

Certificate of Authorization Number "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE, SET YOUR SITES ON US."

SCALE: 1"=20' JOB NO: 18722 DATE: 2/24/2022 CADD: B. DAVIS
F.B. NO: X-356 PAGE NO: 24 CREW: JM FILE NO: A-5565



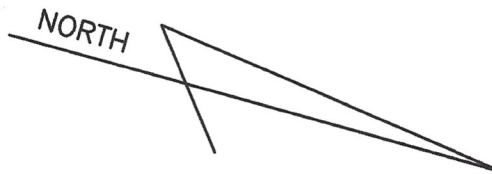
SARGASSO STREET

50' FOOT RIGHT-OF-WAY

LINE TABLE

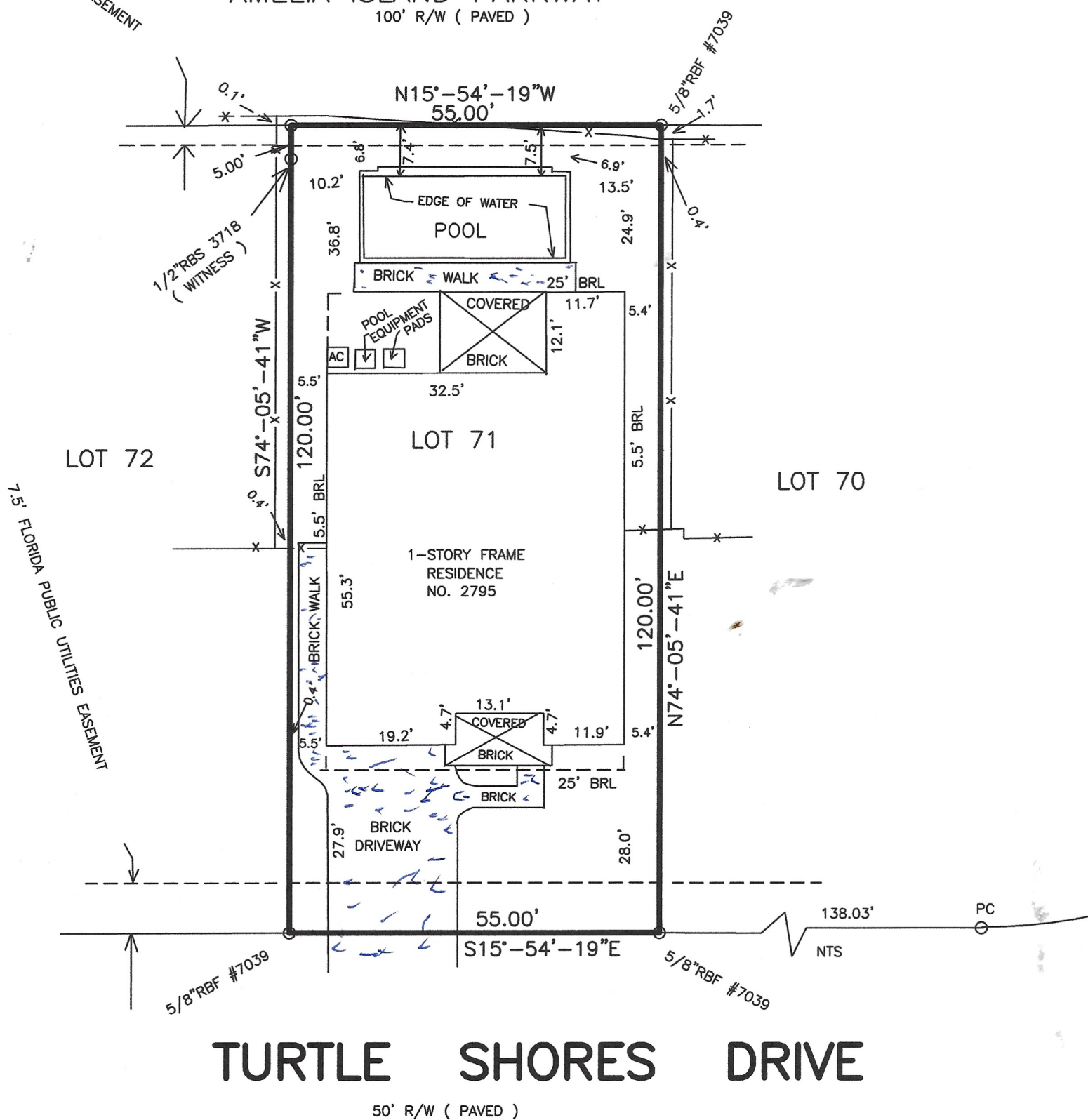
LINE	BEARING	LENGTH
L1	N15°54'19"W	1.54'
L2	S74°05'41"W	25.00'

MAP SHOWING BOUNDARY SURVEY OF
LOT 71, DUNES OF AMELIA,
AS RECORDED IN PLAT BOOK 8, 280 - 282,
OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
FOR: STEVE HORVAT,



3.0' NON - VEHICULAR ACCESS - EASEMENT

AMELIA ISLAND PARKWAY
100' R/W (PAVED)



TURTLE SHORES DRIVE

50' R/W (PAVED)

REVISED 12-13-21

COASTAL LAND SURVEYORS

& MAPPERS, INC.

34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL. 904-261-8950 FAX 904-277-6650

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS
MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND
SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR
CHAPTER 180-7, GEORGIA STATUTES.

James C. Peacock
JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

LICENSED BUSINESS NO. 6412

BEARINGS BASED ON PLAT OF RECORD

PROPERTY SHOWN HEREON LIES WITHIN
FLOOD ZONE X AS SHOWN ON

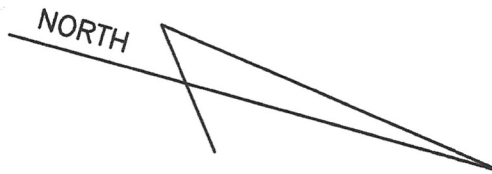
FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120170 PANEL NO. 0238G
DATED 8/2/17

DATE OF SURVEY: NOVEMBER 8, 2021
SCALE 1" = 20'
JOB NO. 2111-04 F.B. 363

CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.

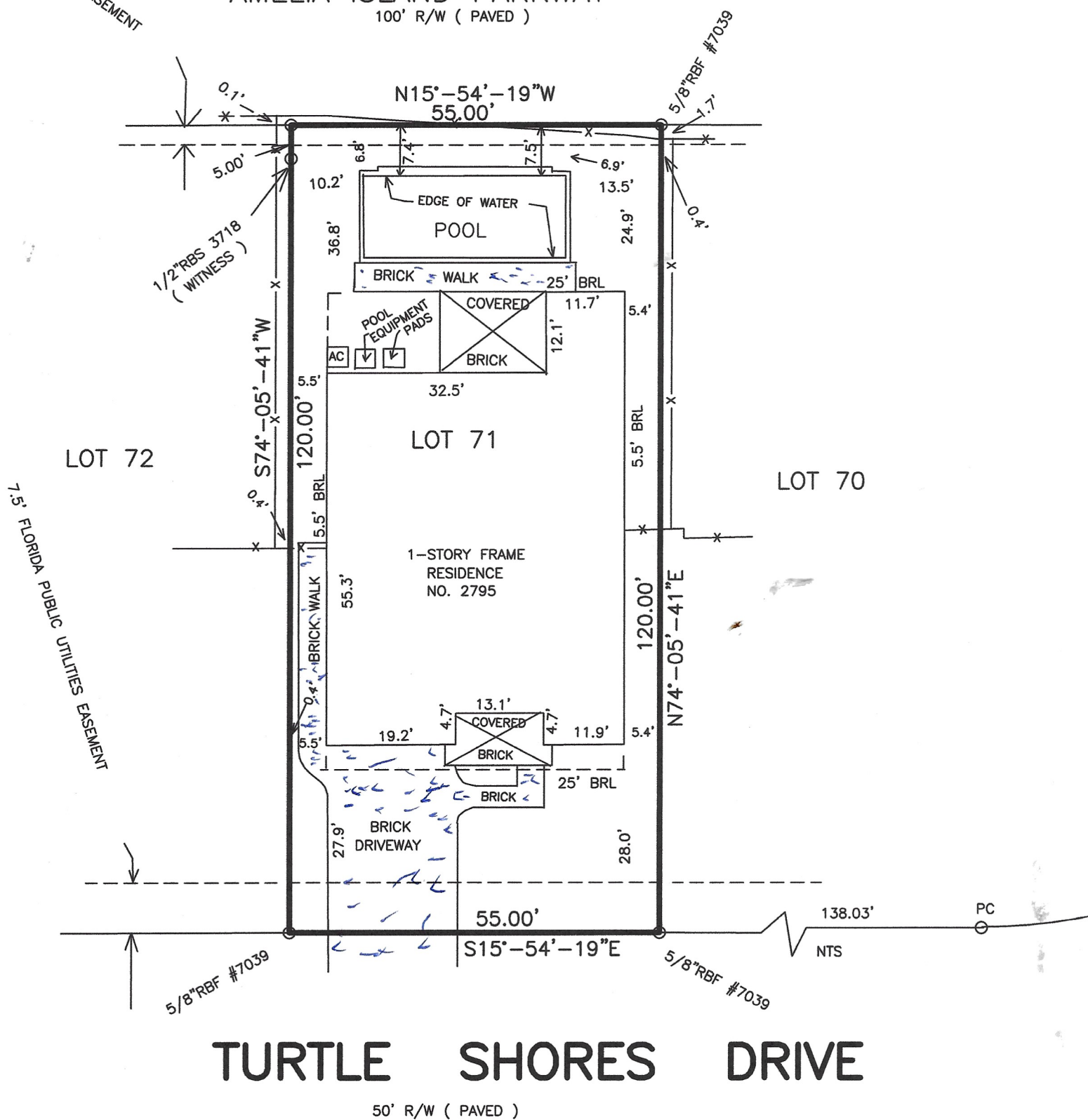
LEGEND:
IRON PIPE FOUND - IPF
IRON PIPE SET - IPS
RE/BAR FOUND - RBF
NOT TO SCALE - NTS
BUILDING RESTRICTION LINE - BRL
CONCRETE MONUMENT FOUND - CMF
STAINLESS STEEL PIPE FOUND - SSPF
RIGHT-OF-WAY - R/W
POINT OF CURVE - PC
CENTERLINE - C
POWER LINE - P
PLAT - P.
FIELD MEASURED - FM.
RECORD - R. DEED - D.
POWER POLE - O
CONCRETE - CONC.
FENCE - X
RIGHT-OF-WAY - R/W
POINT OF REVERSE CURVE - PRC
POINT OF TANGENCY - PT
OFFICIAL RECORDS BOOK - O.R.B.

MAP SHOWING BOUNDARY SURVEY OF
LOT 71, DUNES OF AMELIA,
AS RECORDED IN PLAT BOOK 8, 280 - 282,
OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
FOR: STEVE HORVAT,



3.0' NON - VEHICULAR ACCESS - EASEMENT

AMELIA ISLAND PARKWAY
100' R/W (PAVED)



TURTLE SHORES DRIVE
50' R/W (PAVED)

REVISED 12-13-21

COASTAL LAND SURVEYORS

& MAPPERS, INC.

34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL. 904-261-8950 FAX 904-277-6650

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS
MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND
SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR
CHAPTER 180-7, GEORGIA STATUTES.

James C. Peacock
JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

LICENSED BUSINESS NO. 6412

BEARINGS BASED ON PLAT OF RECORD

PROPERTY SHOWN HEREON LIES WITHIN
FLOOD ZONE X AS SHOWN ON

FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120170 PANEL NO. 0238G
DATED 8/2/17

DATE OF SURVEY: NOVEMBER 8, 2021
SCALE 1" = 20'
JOB NO. 2111-04 F.B. 363

CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.

LEGEND:
IRON PIPE FOUND - IPF
IRON PIPE SET - IPS
RE/BAF FOUND - RBF
NOT TO SCALE - NTS
BUILDING RESTRICTION LINE - BRL
CONCRETE MONUMENT FOUND - CMF
STAINLESS STEEL PIPE FOUND - SSPF
RIGHT-OF-WAY - R/W
POINT OF CURVE - PC
CENTERLINE - C
POWER LINE - P
PLAT - P
FIELD MEASURED - FM.
RECORD - R. DEED - D.
POWER POLE - O
CONCRETE - CONC.
FENCE - X
RIGHT-OF-WAY - R/W
POINT OF REVERSE CURVE - PRC
POINT OF TANGENCY - PT
OFFICIAL RECORDS BOOK - O.R.B.



ADVISORY BOARD/COMMITTEE MEETING MINUTES BREVITY AND FORMAT GUIDELINES

Purpose: In an effort to improve consistency and uniformity among the City's Advisory Boards and Committees, a standard meeting minutes format has been developed consistent with the City Commission meeting minutes.

Brevity: The term "minutes" is not specifically defined in Florida Statute. The Attorney General's Office has concluded that the term means "a *brief* summary, or series of *brief* notes, or memoranda, reflecting the events of public meetings in written form."

Simply put, verbatim minutes are not required; in depth minutes are not required. Minutes are not intended to reflect every word, statement, or discussion, nor are intended to be a transcript of the discussions held (unless the meeting is judicial). Minutes should be brief and clear, highlight important issues discussed, motions proposed, votes taken, and action taken.

Format:

- Date, location, and time of the meeting
- Names and titles (Chair, Vice Chair, Recording Secretary, etc.) of Board Members present or absent
- Names and addresses of speakers
- Decisions made regarding each item discussed on the agenda such as actions taken or next steps
- Items discussed not on the agenda
- New business
- Announcements
- Date and time of next meeting
- Time of adjournment

Reference's: Section 286.011(2), F.S., AGO 82-47, AGO 74-62, AGO 82-47, AGO 86-21, AGO 74-294