STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

MARK MORGAN AND JYETTE NIELSEN,
AS INDIVIDUALS,

Petitioners,

vs. Case No. 18-6103GM

CITY OF MIRAMAR, FLORIDA,

Respondent,

and

UNIVISION RADIO FLORIDA, LLC,
AND LENNAR HOMES, LLC,

Intervenors.
_____/

RECOMMENDED ORDER

A duly-noticed final hearing was held in this case in Miramar, Florida, on March 5 through 7, 2019, before Suzanne Van Wyk, an Administrative Law Judge assigned by the Division of Administrative Hearings.

APPEARANCES

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STATEMENT OF THE ISSUE

Whether the City of Miramar Comprehensive Plan Amendment, adopted by Ordinance No. 1901 on October 17, 2018, is "in compliance," as that term is defined in section 163.3184(1)(b), Florida Statutes (2018).[1/]

PRELIMINARY STATEMENT

On October 17, 2018, the City of Miramar adopted Ordinance No. 1901, approving application 1502812 to amend the City's Comprehensive Plan (the "Plan Amendment"), which changes the future land use designation of a 120-acre parcel from "Rural Residential" to "Irregular (3.21) Residential."

On November 16, 2018, Petitioner filed a Petition with the Division of Administrative Hearings ("Division") challenging the Plan Amendment pursuant to section 163.3184.[2/] Petitioners

allege that the Plan Amendment renders the Plan internally inconsistent, contrary to section 163.3177(2).

Following an extension of time for the parties to respond to the Initial Order, the case was scheduled for final hearing February 4 through 7, 2019. Univision Radio Florida, LLC ("Univision"), and Lennar Homes, LLC ("Lennar"), were granted Intervenor status on December 4 and 11, 2018, respectively.

On January 24, 2019, the undersigned granted the parties' Agreed Motion for Continuance of Final Hearing, and the case was rescheduled for final hearing March 5 through 8, 2019. The hearing commenced in Miramar, Florida, as rescheduled.

The parties' Joint Exhibits J1 through J74, J76 through J80, J87, and J88 were admitted in evidence.

Petitioners testified on their own behalf and presented the testimony of Daryl Max Forgey, accepted as an expert in comprehensive planning and land use; and Jacqueline Lee Cook, accepted as an expert in wetlands. Petitioners' Exhibits P84, P94, and P95 were admitted in evidence.

Respondent, City of Miramar ("Miramar" or "the City"), and Intervenors, Univision and Lennar, jointly presented the testimony of Eric Silva, accepted as an expert in comprehensive planning and land use; Charles Gauthier, accepted as an expert in comprehensive planning and implementation of the Community Planning Act; John Goldasich, accepted as an expert in biology

and wetlands evaluation); Dennis Mele, Esquire; and Barbara Blake Boy. The City introduced Exhibit 96, which was admitted in evidence.

Following the final hearing, the parties jointly filed a Motion for Extension of Time to Submit Proposed Recommended Orders 30 days after the transcript was filed with the Division, which was granted. A three-volume Transcript of the final hearing was filed with the Division on April 10, 2019. On May 7, 2019, the undersigned granted the parties' second Joint Motion for Extension of Time to Submit Proposed Recommended Orders, establishing May 31, 2019, as the proposed recommended order due date.[3/] Petitioners, and Respondent and Intervenors jointly, timely filed Proposed Recommended Orders, which have been carefully considered by the undersigned in the preparation of this Recommended Order.

FINDINGS OF FACT

The Parties and Standing

1. Petitioners own and reside on property located at 17428 Southwest 36th Street in Miramar, Florida. Petitioners submitted oral and written comments, recommendations, or objections to the City during the period of time between, and including appearances at, the transmittal hearing and the adoption of the Plan Amendment.

2. Petitioners' house is approximately 430 feet north of the property subject to the Plan Amendment (the "Subject Property"). Petitioners' property is separated from the Subject Property by a residential canal, approximately 100 feet of wetland or marsh area, and a City street right-of-way. The residential canal is owned and controlled by Petitioners' homeowner's association.

3. From the backyard of their home, Petitioners enjoy observing and photographing birds and wildlife that utilize the canal, including birds that can be seen from Petitioners' property in the trees on the Subject Property and flying between the properties.

4. The City is a Florida municipal corporation with the duty and authority to adopt and amend a comprehensive plan, pursuant to section 163.3167.

5. Univision is a Delaware limited liability company authorized to transact business in Florida. Its principal business address is 500 Frank West Burr Boulevard, Teaneck, New Jersey 07666. Univision is the owner of the Subject Property.

6. Lennar is a Florida limited liability company, whose principal business address is 700 Northwest 107th Avenue, Suite 400, Miami, Florida 33172. Lennar is under contract to purchase the Subject Property.

Existing Conditions

7. The Subject Property is approximately 120 gross acres of mostly undeveloped property. The Subject Property contains 102.2 acres of wetlands and 15.5 acres of uplands.

8. At least 80 percent of the wetlands are covered by Melaleuca trees, which is an invasive species. Melaleuca is listed by federal and state agencies as a noxious weed, making it illegal to possess, sell, cultivate, or transport in Florida.

9. The uplands on the Subject Property are limited to areas previously developed with radio transmission towers, a control room, and filled roadways connecting the on-site improvements. The improvements, with the exception of the fill roads, were removed in approximately 2017.

10. The radio towers were secured by guy wires anchored by concrete blocks. The areas of the Subject Property underneath the guy wires were maintained to prevent vegetation from growing up into the guy wires. The areas where the concrete supports have been removed are wet, and the areas that were beneath the former guy wires contain fewer Melaleuca and some native vegetation, like sawgrass and ferns. However, the upland areas are also currently growing exotic grasses and Australian Pine, which are also invasive species.

11. The Subject Property is currently designated on the City's Future Land Use Map ("FLUM") as "Rural."

12. Pursuant to the City's Comprehensive Plan, the Rural land use category allows the following types of development: (1) residential development at a density of one dwelling unit per 2.5 gross acres (1du/2.5 acres); (2) agricultural and related uses, including crops, groves, horse and cattle ranches, private game preserves, fish breeding areas, and tree and plant nurseries; (3) parks; (4) police and fire stations, libraries, and civic centers; (5) special residential facilities, such as group homes; and (6) public utilities, including wastewater pumping stations, electrical utility substations, and telecommunications transmission facilities.

The Plan Amendment

13. The Plan Amendment changes the FLUM designation of the Subject Property from Rural to "Irregular (3.21) Residential," which allows residential development at a density of 3.21du/acre.[4/]

14. Lennar proposes to develop 385 units on the property--the maximum allowable under the Plan Amendment.

15. Under Lennar's development proposal, all of the on-site wetlands will be impacted.

The Plan Amendment Process

16. Broward County municipalities have a unique plan amendment review process. Each amendment to a municipal comprehensive plan must be consistent with, and incorporated

into, the Broward County Land Use Plan ("BCLUP"). This Plan Amendment, as with all other municipal amendments, was reviewed and approved through both the County's and City's approval process.

17. The Board of County Commissioners held an adoption public hearing on March 20, 2018, and approved Ordinance No. 2018-12, amending the BCLUP to change the County FLUM designation of the Subject Property from Agriculture to Irregular (3.21) Residential.

18. On October 17, 2018, the City Commission held a duly advertised second public hearing, wherein the City voted to adopt the Plan Amendment.

Lennar Permitting

19. Lennar pursued permitting of its proposed development of the Subject Property during the Plan Amendment review process.

20. On or about September 11, 2018, the Broward County Environmental Protection and Growth Management Department ("EPGMD") issued an environmental resource license ("ERL") for the proposed development. The ERL is based on Lennar's site plan for the site, not the Plan Amendment. The ERL recognizes that the impacts on the Subject Property wetlands are unavoidable and determines that off-site mitigation is required to address any impacts on those wetlands.

21. On or about September 11, 2018, the South Florida Water Management District issued an environmental resource permit ("ERP") for the proposed development. The ERP is based on Lennar's site plan and other required documents, not the Plan Amendment. The ERP provides that off-site mitigation is required to address any impacts on the Subject Property wetlands.

22. On or about December 14, 2018, the Army Corps of Engineers ("ACOE") issued a permit for the development proposed, based upon Lennar's site plan and other required documents. The ACOE permit provides that off-site mitigation is required to address any impacts on the Subject Property wetlands.

Petitioners' Challenge

23. Section 163.3177(2) directs that "the several elements of the comprehensive plan shall be consistent," in furtherance of the major objective of the planning process to coordinate the elements of the local comprehensive plan.

24. Petitioners allege the Plan Amendment is not "in compliance" because it creates internal inconsistencies with the existing Comprehensive Plan. Petitioners' challenge rests on four provisions of the Comprehensive Plan: Future Land Use Element ("FLUE") Goal (unnumbered), FLUE Policies 3.5 and 6.10, and Conservation Element Policy 7.3 ("CE Policy 7.3").

FLUE Goal (unnumbered)

25. The City's Comprehensive Plan contains one overarching goal for the FLUE, which reads as follows:

> Maintain a long-range future land use pattern which promotes orderly and well-managed growth and development of the community, producing quality neighborhoods, enhancing the city's aesthetic appeal, conserving the natural environment and open space, supporting a vibrant economic tax base, and minimizing risks to the public's health, safety, and welfare. (emphasis added).

26. The goal is the singular goal for the overall FLUE, which includes 12 different objectives and many more policies for each objective. The purpose of the goal is to set the initial framework; it is a very broad statement setting the direction for the City's long-term goals, but does not provide any measurable standards or specifics regarding implementation.

27. Petitioners' challenge focuses on the underlined phrase, and argues that the Plan Amendment is internally inconsistent with the goal's direction to "conserv[e] the natural environment and open space."

28. The Subject Property is not currently designated as either "Recreation and Open Space" or "Conservation." The Subject Property is private property that, by virtue of its land use designation, has always been intended for development as one of the uses allowable within the Rural land use category.

29. Further, Eric Silva, the Director of the City's Community and Economic Development Department, testified that the goal's direction of "conserving the natural environment and open space" relates only to those areas that have been designated by the City, or another agency, for protection.

30. The Recreation and Open Space Element ("ROS Element") sets forth the specific objectives and policies to accomplish the City's goal to "[p]rovide adequate and accessible parks and facilities to meet the recreation needs of all current and future Miramar residents."

31. In the ROS Element, the City has established a level of service standard of four acres of park and open space for each 1,000 City residents.

32. Petitioners introduced no evidence that the Plan Amendment would diminish the amount of land designated for open space in the City, or otherwise impede the City's progress toward the adopted standard.

33. To the contrary, Mr. Silva testified that the City has over 300 extra acres of park space and that this Plan Amendment will not impact the City's adopted level of service for parks and open space.

34. Likewise, Petitioners introduced no evidence to support a finding that the Plan Amendment would reduce the amount of land designated for "Conservation" in the City.

Rather, Petitioners argue that the Subject Property should be converted to a nature preserve, or otherwise placed in conservation use.

35. The issue in this case is not whether the City should designate the Subject Property for a different use, but whether the designation the City proposes is consistent with the comprehensive plan.

36. Petitioners did not prove the Plan Amendment is inconsistent with the FLUE Goal.

FLUE Policy 3.5

37. Petitioners next contend the Plan Amendment is inconsistent with FLUE Policy 3.5, which directs the City to "[c]onsider the cumulative and long-term effects of decisions regarding amendments to the Land Use Plan Map and revisions to the Future Land Use Element."

38. Petitioners' concerns here are similar to those with the FLUE Goal--the Plan Amendment will reduce green space and open space, which could be preserved under the existing Rural designation.

39. Petitioners' expert witness conceded that it is impossible to determine that the City did not consider the cumulative and long-term effects of the Plan Amendment.

40. Moreover, the City introduced abundant evidence that it considered, during the lengthy Plan Amendment process, all

impacts of the Plan Amendment on the City's resources and infrastructure.

41. Petitioners did not prove the Plan Amendment is inconsistent with FLUE Policy 3.5.

FLUE Policy 6.10

42. Next, Petitioners argue the Plan Amendment is inconsistent with FLUE Policy 6.10, which states, "The City shall consider the impacts of land use plan amendments on wetland and native upland resources, and minimize those impacts to the maximum extent practicable."

43. Here, Petitioners focus on the density allowed under the Plan Amendment. Petitioners argue that the Plan Amendment is inconsistent with this policy because it allows development of 385 units, which will maximize, rather than minimize, impacts to the on-site wetlands.

44. Petitioners argue that the residential density allowed under the existing Rural designation would yield development of only 48 units, which would provide for conservation of at least some of the wetlands on site, thereby minimizing the wetland impact.

45. Petitioners' argument ignores the fact that the Rural designation allows other types of non-residential development that may be as intense as residential, such as a civic center or fire station, or uses that require fewer improvements, but have

a destructive effect on wetlands, such as horse or cattle ranches.

46. The issue of whether the Plan Amendment minimizes impacts to wetlands is not determined by the mathematical function 48 units < 385 units. Instead, the determination hinges on the meaning of "minimizing impacts" in the City's Comprehensive Plan.

47. Under the City's Comprehensive Plan, impact of development on wetlands must be considered in partnership with the County, and is dependent upon the value assigned to those wetlands, pursuant to the wetlands benefit index ("WBI"), as set forth in the Conservation Element.

48. Based on the following relevant analysis, the Petitioners did not prove the Plan Amendment is inconsistent with FLUE Policy 6.10.

CE Policy 7.3

49. Finally, Petitioners challenge the Plan Amendment as internally inconsistent with CE Policy 7.3, which reads as follows:

> The City shall distribute land uses in a manner that avoids or minimizes to the greatest degree practicable, the effect and impact on wetlands in coordination with Broward County. Those land uses identified below as being incompatible with the protection and conservation of wetlands and wetland functions shall be directed away from wetlands, or when compatible land uses

are allowed to occur, shall be mitigated or enhanced, or both, to compensate for loss of wetland functions in accordance with Broward County Code of Ordinances, Chapter 27, Article XI, Aquatic and Wetland Resource Protection.

Compatibility of Land Uses
Relative to the Wetland Benefit Index (WBI)

Wetland Benefit Index	**Land Use Compatibility**
1. Wetlands with a WBI value greater than or equal to 0.80	1. There is a rebuttable presumption that all land uses except for conservation uses are incompatible.
2. Wetlands with a WBI value less than 0.80	2. All land uses are compatible, provided that the wetland impact compensation requirements of Chapter 27, Article XI, are satisfied.
Source: Broward County Code of Ordinances, Chapter 27, Article XI, Aquatic and Wetland Resource Protection	

50. CE Policy 7.3 is more specific than FLUE Policy 6.10 regarding the City's direction to minimize impacts of development on wetlands.

51. Petitioners' planning expert opined that the Plan Amendment is inconsistent with this policy because it does not "avoid or minimize" the impact of wetlands at all, much less "to the greatest degree practicable," as directed by the policy.

52. Petitioners' expert based his entire argument solely on the first sentence of the policy. Petitioners' planning

expert explained, incredulously, that, in his opinion, the rest of the policy "doesn't matter."[5/]

53. The opinion of Petitioners' expert was not persuasive. The Policy must be read in its entirety; and, when read as such, the Plan Amendment is consistent with the policy.

54. The first sentence of the policy is precatory and direction-setting. It states the City's intent to distribute land uses in a way that minimizes wetland impacts. The following sentences describe in more detail how that direction will be accomplished, and specifically reference the incorporated chart.

55. The policy provides that land uses identified in the chart as incompatible with wetland protection "shall be directed away from wetlands." By contrast, the policy provides that for land uses identified as compatible, wetland impacts "shall be mitigated . . . in accordance with the Broward County Code of Ordinances, Chapter 27."

56. It is undisputed that the wetlands on the Subject Property have a WBI value of less than .80. Pursuant to the chart, then, all uses of the Subject Property are compatible with the wetlands on-site, as long as the wetland impact compensation requirements of the Broward County Code are followed.

57. The policy clearly provides that no development, regardless of density or intensity, must be directed away from the wetlands on the Subject Property.

58. If the WBI value of the on-site wetlands was .80 or higher, pursuant to this policy, Petitioners' position that the Subject Property should be placed in Conservation use would be presumed correct, although rebuttable.

59. To that end, Petitioners introduced expert opinion testimony as to the quality of the wetland areas on-site which were previously maintained by the property owner--namely the areas under the guy wires. In the opinion of Petitioners' wetlands expert, the on-site wetlands could be restored to higher quality if the Melaleuca trees were removed and the stumps sprayed to prevent regrowth.

60. Petitioners' argument is irrelevant to a determination of whether the Plan Amendment is consistent with this policy. Having established that the WBI value of the on-site wetlands is below .80, the issue of whether the on-site wetlands could be restored is irrelevant.

61. Chapter 27 of the Broward County Code governs application for, and issuance of, an ERL for wetland alteration.

62. On September 11, 2018, Broward County issued an ERL to Lennar for its proposed development of the Subject Property.

63. Petitioner introduced no evidence to support a finding that the provisions of Chapter 27 were not satisfied by the County in issuing the ERL.

64. Petitioners did not prove the Plan Amendment is inconsistent with CE Policy 7.3.

CONCLUSIONS OF LAW

65. The Division has jurisdiction over the subject matter and parties hereto pursuant to sections 120.569, 120.57(1), and 163.3184(5), Florida Statutes.

66. To have standing to challenge or support a plan amendment, a person must be an affected person as defined in section 163.3184(1)(a). Petitioners are affected persons within the meaning of the statute.

67. "In compliance" means "consistent with the requirements of sections 163.3177, 163.3178, 163.3180, 163.3191, 163.3245, and 163.3248, with the appropriate strategic regional policy plan, and with the principles for guiding development in designated areas of critical state concern and with part III of chapter 369, where applicable." § 163.3184(1)(b), Fla. Stat.

68. The City's determination that the Plan Amendment is "in compliance" is presumed correct and must be sustained if the determination of compliance is "fairly debatable." See § 163.3184(5)(c), Fla. Stat.

69. The term "fairly debatable" is not defined in chapter 163, but the Florida Supreme Court held in Martin County v. Yusem, 690 So. 2d 1288 (Fla. 1997), that "[t]he fairly debatable standard is a highly deferential standard requiring approval of a planning action if reasonable persons could differ as to its propriety." Id. at 1295.

70. The standard of proof to establish a finding of fact is preponderance of the evidence. See § 120.57(1)(j), Fla. Stat.

Internal Inconsistencies

71. Petitioner did not prove beyond fair debate that the Plan Amendment created any internal inconsistencies with the cited provisions of the comprehensive plan.

72. In the context of the Community Planning Act, goals are statements of long-term vision or aspirational outcomes and are typically not measurable in and of themselves. Goals are to be implemented by measurable objectives and policies to carry out the general plan goals. See § 163.3177(6)(a)1., Fla. Stat.

73. Goals must be construed within the context of their implementing objectives and policies. See Martin Cnty. Land Co. v. Martin Cnty., Case No. 15-0300 (Fla. DOAH Sept. 1, 2015; Fla. DEO Dec. 30, 2015) ((1) where objectives and policies implementing the subject goal directly address areas in need of redevelopment, and the challenged plan amendment was not related

to redevelopment areas, Petitioner's challenge of internal inconsistency with the goal fails; and (2) where objectives and policies implementing the subject goal related to building standards and renewable energy resources, and the plan amendment did not relate to building standards, Petitioner's challenge of inconsistency with the goal fails.). Plan goals should not be taken out of context. See Id.

74. The City's stand-alone FLUE Goal is neither specific nor measurable, and must be construed in the context of its implementing objectives and policies.

75. The Goal's broad direction to "conserve[e] the natural environment and open space," is refined in Policies 3.1 and 6.10 (as well as numerous others), which require consideration of long-term and cumulative impacts of plan amendments, and minimization of those impacts on wetland resources.

76. This direction is further refined by the Conservation Element, which is more specific regarding conservation issues than the FLUE. When construing legislative documents, the more specific provision controls over a general one. Katherine's Bay v. Fagan, 52 So. 3d 19 (Fla. 1st DCA 2010).

77. Where the FLUE policies direct the City to "consider and minimize impacts," CE Policy 7.3 sets forth the specific standard (the WBI) which governs the required "minimization."

78. In this case, CE Policy 7.3 governs the City's consideration and minimization of impacts to wetlands on the Subject Property. That policy directly incorporates provisions of the County's code.

79. Petitioners tried to prove that a different approach (i.e., allowing lower density development to impact fewer on-site wetlands) was required to accomplish the Comprehensive Plan goal of "conserving the natural environment and open space," and policies requiring consideration and minimization of impacts to wetlands.

80. Petitioners' attempt to prove that a different approach was required was misplaced. A compliance determination is not a determination of whether a comprehensive plan amendment goes far enough to achieve its purposes. See Bracker v. Cemex Const. Materials Fla., LLC, Case No. 18-3597 (Fla. DOAH May 1, 2019; Fla. DEO May 23, 2019)(plan amendment "in compliance" with a 100-foot buffer required between mining and residential uses even though a larger buffer could be adopted); Manasota-88, Inc. v. Dep't of Cmty. Aff., Case No. 02-3897 (Fla. DOAH May 14, 2004; Fla. DCA Aug. 13, 2004)(plan amendment "in compliance" although the local government designated wildlife greenway could have been larger to accommodate more species); McSherry v. Alachua Cnty., Case No. 02-2676 (Fla. DOAH Oct. 18, 2004; Fla. DCA May 22, 2005), aff'd, 903 So. 2d 194 (Fla. 1st DCA

2005)(while the County would have been better served to refine its definition of "strategic ecosystem" to include standards set forth elsewhere in the plan, the failure to do so does not invalidate the definition under the "fairly debatable" standard). As well stated by Administrative Law Judge Stevenson in Geraci v. Department of Community Affairs, Case No. 95-0259 (Fla. DOAH Oct. 14, 1998; Fla. DCA Jan. 13, 1999), aff'd, 754 So. 2d 35 (Fla. 1st DCA 1999), "Petitioner's burden was not to show that [Petitioner's preferred land use classification] was better, but that [the assigned land use classification] was non-compliant to the exclusion of fair debate."

81. Finally, Petitioners' challenge of inconsistency with CE Policy 7.3 fails because Petitioners' expert based his opinion solely on the first sentence of the policy. It is axiomatic that legislative provisions must be read in pari materia. See Cone v. Dep't of Health, 886 So. 2d 1007 (Fla. 1st DCA 2004). This principal applies as well to local government comprehensive plans. See Fagan, 52 So. 3d at 21; Conklin v. Putnam Cnty., Case No. 09-3597GM (Fla. DOAH Dec. 24, 2009) (settled after issuance of Recommended Order); Hamilton v. Dep't of Cmty. Aff., Case No. 95-5051GM (Fla. DOAH Oct. 17, 1996; Fla. DCA Nov. 14, 1996).

82. When construed together, the entirety of CE Policy 7.3 does not support Petitioners' contention that the Plan Amendment

fails to minimize impacts to the on-site wetlands. On the contrary, when read as a whole, this policy does not direct any development of the Subject Property away from the on-site wetlands.

Conclusion

83. Petitioners did not prove beyond fair debate that the Plan Amendment is inconsistent with section 163.3177(2).

84. It is at least fairly debatable that the Plan Amendment is "in compliance," as that term is defined in section 163.3184(1)(a).

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that the Department of Economic Opportunity enter a final order determining that the Plan Amendment adopted by City of Miramar Ordinance 1901, on October 7, 2018, is "in compliance," as that term is defined by section 163.3184(1)(b), Florida Statutes.

DONE AND ENTERED this 26th day of June, 2019, in Tallahassee, Leon County, Florida.

SUZANNE VAN WYK
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Filed with the Clerk of the
Division of Administrative Hearings
this 26th day of June, 2019.

ENDNOTES

[1/] Except as otherwise provided herein, all references to the Florida Statutes are to the 2018 version, which was in effect when the Plan Amendment was adopted.

[2/] During discovery, Petitioners amended the Petition to limit the issues in dispute. Petitioners filed a Corrected Petition, a Second Corrected Petition, a Third Corrected Petition, and Fourth Amended Petition on January 28, February 4, February 21, and March 1, 2019, respectively.

[3/] Pursuant to Florida Administrative Code Rule 28-106.216(2), the parties waived the requirement that this Recommended Order be issued within 30 days after the date on which the Transcript was filed.

[4/] The Plan Amendment does not include any changes to the text of the Comprehensive Plan. However, Ordinance 1901 provides, "This Ordinance is approved subject to the following site specific policies and conditions of approval as applicable in the Future Land Use Element," and incorporates a Declaration of Restrictive Covenants for affordable housing. Neither the "site specific" conditions nor the declaration of covenants is relevant to the issues raised by Petitioners.

[5/] Tr. 3, 145:23.

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NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.