

# CITY OF FORT PIERCE

## CITY COMMISSION AGENDA

Regular Meeting - Tuesday, February 18, 2014 - 6:30 p.m.

City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **OPENING PRAYER - Reverend Ted Rice, St. Peter Lutheran Church**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
  - a. Approval of Minutes from February 3, 2014 Meeting
6. **PROCLAMATIONS**
  - a. Proclamation declaring February 16 - 22, 2014, National Engineer's Week; being received by Dan J. Zrallack, P.E., Vice-President, Florida Engineering Society, Treasure Coast Chapter.
  - b. Proclamation in honor of the 125th Anniversary of Florida Public Health; being received by Arlease Hall, Public Information Officer and Community Relations Director, Florida Department of Health in St. Lucie County.
7. **LETTERS TO COMMISSION**
  - a. Letter from Ms. Barbara Wagner commending Sergeant John Schramm, Officer Brian Avilla, and Officer Keith Holmes for providing assistance to her during the severe flooding on January 9, 2014.
8. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject which is not under Public Hearings on the Agenda may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

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ANY PERSON SEEKING TO APPEAL ANY DECISION BY THE CITY COMMISSION

WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

9. **CONSENT AGENDA**

- a. Approve Specific Authorization No. 17 to Tetra Tech, Inc. of Stuart Florida for construction engineering services for the City Marina Reconstruction Phase II in the amount of \$997,272.00.
- b. Approve RFP 2013-021 Contract to Florida Floats dba Bellingham Marine of Jacksonville, FL for the City Marina Reconstruction Phase II - Docks in the amount of \$10,993,417 pending final review and approval of City Attorney.
- c. Approve Scope of Services and Cost Revision from Tetra Tech, Inc. of Stuart Florida for survey data and geotechnical exploration services for the Melody Lane Fishing Pier project in an amount not to exceed \$29,500.
- d. Approval to submit and acceptance of the State of Florida, Office of the Attorney General - Victim of Crime Act (VOCA) Grant 2014-2015 with a total award amount of \$52,028.
- e. Approval to submit and acceptance of the Florida Department of Health - Emergency Medical Services (EMS) Matching Grant 2014-2015 for a total project cost of \$8,000.
- f. Approval to submit and acceptance of the Florida Department of Transportation Highway Safety Grant 2014-2015 in the amount of \$37,000.
- g. Approval of Settlement reached in the Harbour Isle Lawsuit

10. **PUBLIC HEARINGS**

- a. Ordinance No. 14-003 - Amending the future land use map of the comprehensive plan for property located at 1110 North 29th Street, Pinecreek Village Apartments. FIRST READING
- b. Ordinance No. 14-004 - Rezoning of property located at 1110 North 29th Street, Pinecreek Village Apartments. FIRST READING
- c. Ordinance No. 14-005 - Annexation of 3700 Okeechobee Road - Indian River Oil - FIRST READING

- d. Ordinance No. 14-006, Amendment to Chapter 2, Administration; Removing Section 2-29(c)(2) Comments from the Public and creating Section 2-35 Addressing the Commission Generally. FIRST READING

11. **MISCELLANEOUS REPORTS & REQUESTS**

- a. Presentation of Actuarial Impact Statement by the Finance Director.
- b. Single Stream Recycling Update.
- c. Request award of construction contract to Paul Jacquin & Sons, Inc. for stormwater improvements for the Indian Hills Recreation Area in the amount of \$2,787,588.42.

12. **CITY COMMISSION**

- a. Approval of FPUA Resolutions No. UA 2014-03 and 2014-04, which provide for a reduction in the electric energy rate of \$1 per 1,000 kWh and a 3.7% increase in the water customer and volume charges, which were approved by the FPUA Board on February 4, 2014 contingent upon the City Commission approving both of these Resolutions.
- b. Resolution No. 14-R05 - A resolution authorizing the transfer of certain property generally know as the Old Federal Courthouse to Gus Gutierrez and/or assigns; finding that the property is no longer needed for public purpose.
- c. Discussion of an All Aboard Florida resolution recently passed by the Treasure Coast Regional League of Cities.
- d. Proposed Letter of Support for Port Development
- e. Submittal of applications for appointment/reappointment to the Planning Board.
- f. Submittal of applications for appointment/reappointment to the Board of Adjustment.

13. **COMMENTS FROM THE CITY MANAGER**

- a. Department Activity Report

14. **COMMENTS FROM THE COMMISSION**

15. **ADJOURNMENT**



**City Commission Regular Meeting**

**Agenda Item # 5. a.**

**Meeting Date:** 02/18/2014

**Re:** Minutes of 02.03.2014

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Approval of Minutes from February 3, 2014 Meeting

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**Attachments**

02.03.14 Minutes

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**Form Review**

Form Started By: Linda Cox

Started On: 02/10/2014 02:27 PM

Final Approval Date: 02/10/2014

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, FEBRUARY 3, 2014.

1. **CALL TO ORDER at 6:30 p.m.**
2. **OPENING PRAYER** - Commissioner Reginald Sessions offered the opening prayer.
3. **PLEDGE OF ALLEGIANCE** - Fort Pierce Boy Scout Troop #772 , followed by a special presentation.
4. **ROLL CALL**

Present: Mayor Linda Hudson; Commissioner Edward Becht; Commissioner Thomas Perona;  
Commissioner Reginald Sessions

Absent: Commissioner Rufus Alexander

Staff Present: City Clerk Linda Cox  
City Manager Robert Bradshaw  
City Attorney Robert Schwerer

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to excuse Commissioner Rufus Alexander.

AYE: Mayor Linda Hudson, Commissioner Edward Becht, Commissioner Thomas Perona,  
Commissioner Reginald Sessions

Passed

5. **APPROVAL OF MINUTES - from January 21, 2014 meeting.**

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to approve the Minutes of the Regular Meeting on January 21, 2014.

AYE: Mayor Linda Hudson, Commissioner Edward Becht, Commissioner Thomas Perona,  
Commissioner Reginald Sessions

Passed

6. **PROCLAMATIONS**

- a. Mayor Hudson issued a Proclamation naming February 11 - 17, 2014, as 2-1-1 Awareness Week. It was received by Page Woodward, Community Relations Specialist, 2-1-1 HelpLine.

7. **LETTERS TO COMMISSION**

8. **COMMENTS FROM THE PUBLIC**

**Mr. Tracey Williams**, The American Dream Factory

**Mr. Patrick Henry**, 1123 Granada Street

**Mr. Rick Reed**

**Rev. John Lee**, 1204 Avenue K

**Mr. Roy Darby**, 619 South 6th Street

**Capt. Don Voss**, 323 Leeward Lane

**Mr. Marion Matthews**, 1612 Oleander Boulevard

**Ms. Ursula Freeman**, 714 South 10th Street  
**Ms. Bonnie Howard**, 8007 Eden Road

9. **CONSENT AGENDA**

- a. Approve contribution of \$5,000 to the Police Athletic League from the Law Enforcement Trust Fund.
- b. Approve purchase of equipment in the amount of \$15,426.28 from SHI to replace aging routing and switches at City Hall and the remote sites.
- c. Approve payment of \$16,687.93 to Conkling & Lewis Construction, Inc. for the repair of the Sunrise Theatre's building overhang.
- d. Approve payment of \$14,700 to Wantman Group for the assessment of the seawall along Moore's Creek at the H.D. King Power Plant property.
- e. Reduce Code Enforcement Lien from \$69,340.00 to \$18,854.92 against 2102 Golfview Court, owned by A to Z Properties, Inc. and Joan M. Hook.
- f. Reduce Code Enforcement Lien from \$63,640 to \$8,031.91 against 517 South 8th Street, owned by Al Bernetti.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht that the following items on the Consent Agenda be approved - **9a, 9b, 9c, 9e, 9f**. Commissioner Perona pulled item **9d**.

AYE: Mayor Linda Hudson, Commissioner Edward Becht, Commissioner Thomas Perona,  
Commissioner Reginald Sessions

Passed

As to Item **9d**, Commissioner Perona asked if this is a city issue. Mr. Andrews stated that this is a stormwater issue. If a seawall falls in, it affects our stormwater discharge and we need to keep Moore's Creek flowing.

Commissioner Becht asked if Mr. Andrews was contemplating work being done following this report. Mr. Andrews said that there is a section of seawall that has moved and after the report they will be able to see what needs to be done. He stated that we would depend on the consulting engineer of choice to provide any construction drawings that may be needed. Commissioner Becht asked if we would receive a report that would be accessible to other firms if the City chose. Mr. Andrews responded that this is the first step to evaluate what we need to do and that we are proceeding in the right direction.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve Item **9d**, payment for \$14,700 to Wantman Group for the assessment of the seawall along Moore's Creek at the H.D. King Power Plant property.

AYE: Mayor Linda Hudson, Commissioner Edward Becht, Commissioner Thomas Perona,  
Commissioner Reginald Sessions

Passed

10. **PUBLIC HEARINGS**

- a. Ordinance No: 14-002, Amendment to Chapter 13, Police Officers Retirement; Amending Section 13-165(e) to permit the Board to use its discretion to invest and reinvest the moneys of the fund. SECOND READING

Commissioner Becht asked of staff to include the word **none** to appear on agenda items when there is no fiscal impact. Mr. Bradshaw thanked Commissioner Becht for bringing this to the attention of staff and that adjustment will be made.

Mayor Hudson opened the Public Hearing.

Seeing no one, the Mayor closed the public hearing.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve Ordinance No. 14-002.

AYE: Mayor Linda Hudson, Commissioner Edward Becht, Commissioner Thomas Perona,  
Commissioner Reginald Sessions

Passed

- b. Notice of Appeal submitted by Mr. David Cleveland. The relief sought is the reversal of the Historic Preservation Board's decision to deny the Certificate of Appropriateness for replacement of original and non-original windows at Old City Hall and St. Anastasia School Building. (CONTINUED FROM 1/21/2014)

Ms. Rebecca Grohall, Planning Manager, appeared with a staff recommendation for a continuance until March 3, 2014 meeting.

Ms. Grohall stated that they are at the final stage of the process. She is hopeful that they will wrap this all up at the end of this week and that the appeal will be withdrawn.

Commissioner Becht asked if City staff is comfortable with the materials that they are being directed to use. Ms. Grohall responded that staff thinks they are a better solution, better fit for St. Anastasia than was originally proposed.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to continue the Notice of Appeal to the March 3, 2014 meeting.

AYE: Mayor Linda Hudson, Commissioner Edward Becht, Commissioner Thomas Perona,  
Commissioner Reginald Sessions

Passed

## **11. MISCELLANEOUS REPORTS & REQUESTS**

## **12. CITY COMMISSION**

- a. Resolution No. 14-R04, authorizing the execution of a Local Agency Program (LAP) Agreement with FDOT for South 31st Street sidewalk improvements from Tennessee Avenue to Okeechobee Road; and approval of the Federal-Aid Project Funding Request.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Reginald Sessions to approve Resolution No. 14-R04.

AYE: Mayor Linda Hudson, Commissioner Edward Becht, Commissioner Thomas Perona,  
Commissioner Reginald Sessions

Passed

- b. Resolution No. 14-R06, appointing members to the Communitywide Council.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve Resolution No. 14-R06.

AYE: Mayor Linda Hudson, Commissioner Edward Becht, Commissioner Thomas Perona,  
Commissioner Reginald Sessions

Passed

- c. Resolution No. 14-R07, appointing members to the Board of Examiners of Contractors.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve Resolution No. 14-R07.

AYE: Mayor Linda Hudson, Commissioner Edward Becht, Commissioner Thomas Perona,  
Commissioner Reginald Sessions

Passed

- d. Resolution No. 14-R08, appointing members to the Construction Board of Adjustments and Appeals.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve Resolution No. 14-R07.

AYE: Mayor Linda Hudson, Commissioner Edward Becht, Commissioner Thomas Perona,  
Commissioner Reginald Sessions

Passed

- e. Resolution No. 14-R09 appointing members to the Board of Examiners of Contractors.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve Resolution No. 14-R09.

AYE: Mayor Linda Hudson, Commissioner Edward Becht, Commissioner Thomas Perona,  
Commissioner Reginald Sessions

Passed

- f. Submittal of applications for appointment/reappointment to the Code Enforcement Board for consideration.

**13. COMMENTS FROM THE CITY MANAGER**

- a. Department Activity Report - Mr. Bradshaw had no comments.

**14. COMMENTS FROM THE COMMISSION**

City Attorney, Rob Schwerer announced as per Florida Statute 286.011 that they may need an Out of the Sunshine Meeting to discuss the settlement proposals in the litigation case Harbour Isles vs. City of Fort Pierce.

Commissioner Perona expressed his continued concerns about the All Aboard Florida high speed rail coming to Florida. He is happy to know that city staff is involved with the TPO, they have formed a committee called the Treasure Coast Passenger Rail Action Committee. He requested that the commission be kept updated on a regular basis. Commissioner Becht

also commented on the possible economic impact. Commissioner Perona wanted to let the public know that there will be an FPUA Public Hearing on February 4th at 6p.m.

Commissioner Sessions asked to get an update on the port development. Mr. Bradshaw stated that we are working on updating the master plan and as far as an actual candidate for the port tenant we do not have anything right now. Mayor Hudson stated that with the Maritime Academy we are working on studies with Dr. Massey at Indian River State College. Commissioner Sessions was concerned about assessed fees on businesses trying to open in the City. Ms. Grohall explained that staff is always willing to meet with individuals without incurring a fee. She said that the applicant in question met with staff, no fee was charged nor paid.

Commissioner Becht was approached about Art in Public Places and told that there was \$15,000 in an account at the county for maintenance of the art, and requested that we inquire about getting some of this money released. He asked for an update on a ground breaking or ribbon cutting at the Stormwater Recreational Project. Mr. Andrews stated he believes that a preliminary date is Tuesday, February 25th.

Mayor Hudson attended a presentation by Secretary Walters of the Florida Department of Juvenile Justice at the Children's Services Council. Chief Baldwin also attended and did an excellent job presenting to the Secretary what is happening in our area and what kind of help we need. Mayor Hudson reported that real estate sales are looking good according to a report from the St. Lucie County Realtors.

**15. ADJOURNMENT**

There being no further business, Mayor Hudson declared the meeting adjourned at 7:41 p.m.

ATTEST:

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CITY CLERK

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MAYOR COMMISSIONER

**City Commission Regular Meeting**

**Agenda Item # 6. a.**

**Meeting Date:** 02/18/2014

**Re:** National Engineer's Week Proclamation

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Proclamation declaring February 16 - 22, 2014, National Engineer's Week; being received by Dan J. Zrallack, P.E., Vice-President, Florida Engineering Society, Treasure Coast Chapter.

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**Attachments**

National Engineer's Week Proclamation

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Robert Bradshaw	02/05/2014 09:34 AM
Form Started By: Angela Wilkinson		Started On: 01/31/2014 02:53 PM
Final Approval Date: 02/05/2014		

WHEREAS, engineers have used their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and

WHEREAS, engineers face the major technological challenges of our time - from rebuilding towns devastated by natural disasters to designing an information superhighway that will speed our country into this new century; and

WHEREAS, engineers are encouraging our young math and science students to realize the practical power of their knowledge; and

WHEREAS, we will look more than ever to engineers and their knowledge and skills to meet the challenges of the future.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of February 16 - 22, 2014, as:

## “National Engineers Week”

in the City of Fort Pierce.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 18th day of February, 2014.

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MAYOR COMMISSIONER

**City Commission Regular Meeting**

**Agenda Item # 6. b.**

**Meeting Date:** 02/18/2014

**Re:** 125th Anniversary of Florida Public Health Proclamation

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Proclamation in honor of the 125th Anniversary of Florida Public Health; being received by Arlease Hall, Public Information Officer and Community Relations Director, Florida Department of Health in St. Lucie County.

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**Attachments**

[Florida Public Health Proclamation](#)

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Robert Bradshaw	02/07/2014 12:12 PM
Form Started By: Angela Wilkinson		Started On: 02/07/2014 09:25 AM
Final Approval Date: 02/07/2014		

*WHEREAS,* the yellow fever epidemic that occurred in Florida during 1887-1888 brought to light the need for control of this and other diseases in Florida to prevent future epidemics; and

*WHEREAS,* in response to this need, the Florida Legislature created the State Board of Health on February 20, 1889; and

*WHEREAS,* the State Board of Health, now named the Florida Department of Health, has a presence in all Florida counties to protect, promote, and improve the health of all people in Florida; and

*WHEREAS,* the efforts of the Florida Department of Health have helped create healthier living environments and a better quality of life for the residents and visitors in St. Lucie County; and

*WHEREAS,* the dedicated public health professionals who work for the Florida Department of Health in St. Lucie County continue to serve the needs of our community by providing health services, monitoring and responding to emerging health threats, and promoting healthy choices for all who live, work, and play in St. Lucie County.

*NOW, THEREFORE,* I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby issue this proclamation in honor of:

### *The 125<sup>th</sup> Anniversary of Florida Public Health*

and ask that all residents join us in extending our sincere gratitude to the staff, past and present, of the Florida Department of Health in St. Lucie County for their commitment to the people of our communities during these one hundred and twenty-five years.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 18<sup>th</sup> day of February, 2014.

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MAYOR COMMISSIONER

**City Commission Regular Meeting**

**Agenda Item # 7. a.**

**Meeting Date:** 02/18/2014

**Re:** Commendation Letter from Ms. Barbara Wagner

**Submitted For:** Sean Baldwin, Chief of Police, Police Department

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**SUBJECT:**

Letter from Ms. Barbara Wagner commending Sergeant John Schramm, Officer Brian Avilla, and Officer Keith Holmes for providing assistance to her during the severe flooding on January 9, 2014.

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**Attachments**

Commendation Letter from Ms. Barbara Wagner

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**Form Review**

**Inbox**

City Manager

Form Started By: Sharman Colton

Final Approval Date: 02/05/2014

**Reviewed By**

Robert Bradshaw

**Date**

02/05/2014 09:34 AM

Started On: 02/03/2014 11:13 AM

Barbara C. Wagner  
624-B Pines Knoll Dr.  
Fort Pierce, Florida 34982

RECEIVED  
JAN 16 2014  
CHIEF'S OFFICE/PPD

1-16-14

To 911 and J.P. Police Dept.

Subject: Rescue on 1-9-14

Dear 911 and J.P. Police Dept.

I want to thank you all who were involved in my rescue. I was stranded in my car in a parking lot on Overy St. + 25<sup>th</sup> St. in that awful rain storm on 1-9-14.

After several phone calls trying AAA then 911, I was rescued by a SWAT vehicle + taken to my home in High Point Condos a very badly flooded area  
over

I he there now from the  
police Dept - got me to  
my door with much difficulty  
safely I thank you all  
responsible for my safe  
return to my home. You  
were truly angels that  
night I was stranded  
from 2:00 PM till 9:00 PM  
that day in my car.

God Bless  
you all,

Barbara C. Wagner

# POLICE

## FORT PIERCE



### MEMORANDUM

**To:** Sergeant John Schramm  
Officer Brian Avilla  
Officer Keith Holmes

**From:** R. Sean Baldwin, Chief of Police

**Date:** January 27, 2014

**Re:** Commendation

A blue ink handwritten signature, appearing to be "RSB", is written over the "From:" line.

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I have enclosed a copy of a letter from Ms. Barbara Wagner commending you for rescuing her from her car during the rain storm on January 9, 2014, which caused severe flooding.

I would also like to thank you for a job well done. Your professionalism reflects well on our entire department, and I greatly appreciate your commitment to *Protecting Our Community!*

A copy of this letter will be included in your personnel files and copied to the City Clerk for acknowledgement at a City Commission meeting.

RSB/sc  
Enclosure

c: Gregory L. Kirk, Deputy Chief  
Personnel File

**City Commission Regular Meeting**

**Agenda Item # 9. a.**

**Meeting Date:** 02/18/2014

**Re:** Approval of Specific Authorization No. 17 to Tetra Tech, Inc

**Submitted For:** John Andrews, City Engineer, Engineering

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**SUBJECT:**

Approve Specific Authorization No. 17 to Tetra Tech, Inc. of Stuart Florida for construction engineering services for the City Marina Reconstruction Phase II in the amount of \$997,272.00.

**SUMMARY:**

Tera Tech will assist the City with construction administration, engineering review, construction calculation reviews, testing, site compliance monitoring and project closeout.

**RECOMMENDATION:**

Approval

**ALTERNATIVES:**

Reject the proposal and solicit a new engineering firm.

**RESPONSIBLE STAFF:**

Edward Seissiger, Project Coordinator

**COORDINATED WITH:**

Brian Procter and Stuart McGahee with Tetra Tech, Inc

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2014  
**Account:** 401-4100-575-6360  
**Amount:** \$997,272.00

**OTHER INFORMATION:**

This item will be funded by the Marina Enterprise Fund and reimbursable by FEMA under FEMA project 438.

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**Attachments**

Specific Authrization No. 17  
SA 17 Cost Model

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**Form Review**

Inbox Reviewed By Date

City Manager  
Finance Department  
City Manager  
Form Started By: Ed Seissiger  
Final Approval Date: 01/27/2014

Robert Bradshaw  
Gloria Johnson  
Robert Bradshaw

01/27/2014 03:24 PM  
01/27/2014 03:29 PM  
01/27/2014 03:30 PM  
Started On: 01/22/2014 12:06 PM

**ADDITIONAL SERVICES  
SPECIFIC AUTHORIZATION**

**NO. 17**

Pursuant to the provisions contained in the "Agreement for Professional Engineering Services" between the City of Fort Pierce (hereinafter referred to as "CITY") and Tetra Tech, Inc. (Hereinafter referred to as "ENGINEER") dated \_\_\_\_\_ day of, authorizes the ENGINEER to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The CITY desires engineering additional services related to, hereinafter referred to as the "Project".

This Project is \_\_\_ is not **X** an FDOT funded project.

**Section 1 - Scope of Work**

ENGINEER will provide the following services in accordance with this AGREEMENT:

Provide oversight and management of the marina reconstruction project. The Engineer will act as owner's representative to ensure engineering and construction activities proceed in proper manner and in accordance with the approved plans and specifications. Specific tasks under this authorization phase include:

**Task 1- Proposal Administration**

- Subtask 1.1 Assist CoFP with Preparation of RFP
- Subtask 1.2 Assist CoFP with Review of RFP submittals
- Subtask 1.3 Assist CoFP with Preparation of Bid Schedule Summary
- Subtask 1.4 Assist CoFP With Interview of Responsible Bidders
- Subtask 1.5 Assist CoFP with Selection of Bidder

**Task 2 – Pre-Construction Administration**

- Subtask 2.1 Project Administration
- Subtask 2.2. Review MOT, Demolition, Safety and Float Plans
- Subtask 2.3 Review concrete, fabrication, and assembly testing procedures
- Subtask 2.4 Review Construction schedule
- Subtask 2.5 Review Initial Shop Drawings

### **Task 3– Services During Construction**

- Subtask 3.1 Attend Kick-off meetings
- Subtask 3.2 Visit Fabrication Facility Bi-weekly
- Subtask 3.3 Review Daily Construction Strength tests
- Subtask 3.4 Perform Site inspections
- Subtask 3.5 Catalog Site Inspections
- Subtask 3.6 Review Submittal Shop Inspections
- Subtask 3.7 Attend contractors Bi-weekly Construction Status Meetings
- Subtask 3.8 Attend Coordination Meetings With City Staff and Contractor
- Subtask 3.9 Provide Construction Engineering Services
- Subtask 3.10 Provide Construction Permitting Guidance
- Subtask 3.11 Provide Construction Punch List

### **Task 4- Post Construction Administration**

- Subtask 4.1 Perform Pre-Final Inspection
- Subtask 4.2 Provide Final Punch List
- Subtask 4.3 Perform Final Inspections
- Subtask 4.4 Review Final As-built (Record) Survey
- Subtask 4.5 Review Warranty, and assemble operation and Maintenance Documents

### **Task 5-Field/Work Efforts**

- Subtask 5.1 Materials Management Efforts
- Subtask 5.2 Provide in water inspections when Necessary
- Subtask 5.3 Regulatory oversight for impacts to Submerged Resources
- Subtask 5.4 Miscellaneous engineering support

### **Assumptions:**

Every effort has been made to account for all possible construction activities including allowing for some allowances for contractor error; however, unforeseen actions on the contractor's part may create a set of change conditions that warrant additional scope.

### **Section 2 Deliverables:**

None

### **Section 3 - Time of Performance**

Execution of this AGREEMENT shall constitute Notice to Proceed. ENGINEER and CITY agree to the following schedule:

The contractors current schedule is estimated at 16 months; hence, our estimates for effort are based on these time frames.

### **Section 4 - Method and Amount of Compensation**

- 4.1 CITY will compensate ENGINEER for services under this AGREEMENT in accordance with the payment method as set forth in Section 6 of the AGREEMENT.
- 4.2 The budget (or fee) for the required services is: \$997,272 prorated as follows:
- Task 1- Proposal Administration- \$81,942
  - Task 2- Pre-Construction Administration- \$64,858
  - Task 3- Services During Construction- \$661,079
  - Task 4- Post Construction Services- \$55,274
  - Task 5- Field/Work Efforts- \$134,119

### **Section 5 - CITY's Responsibilities**

CITY hereby designates Engineer or designee as CITY's representative pursuant to Section 5 of the AGREEMENT.

### **Section 6 - Other Provisions**

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference.

**IN WITNESS WHEREOF**, this AGREEMENT, consisting of four pages, has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

**THE CITY OF FORT PIERCE**

By: \_\_\_\_\_

\_\_\_\_\_. Mayor

Date: \_\_\_\_\_

**ENGINEER:**

By: \_\_\_\_\_

Jonathan Weiss

Title: President, CES

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
City Attorney

City of Ft. Pierce			Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		TOTAL	
Marina Reconstruction			Proposal & Project Administration		Pre-Construction Admin		Services During Construction		Post-Construction Admin		Field/ Work Efforts		TBD			
BILLING CLASS	NAME	UNIT RATE	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST
<b>Tetra Tech Staff</b>																
Senior Consultant	Brian Proctor	\$ 225.35	46.0	\$10,366	80.0	\$18,028	120.0	\$27,042	40.0	\$9,014	25.0	\$5,634			311.0	\$70,084
Associate Engineer / Scientist	Jesse Davis	\$ 114.01									530.0	\$60,425			530.0	\$60,425
Task Manager	Stuart McGahee	\$ 171.01	136.0	\$23,257	72.0	\$12,313	1,002.0	\$171,352	112.0	\$19,153					1,322.0	\$226,075
Senior Engineer / Scientist	Tom Malone	\$ 158.35	10.0	\$1,584	10.0	\$1,584	10.0	\$1,584	10.0	\$1,584					40.0	\$6,336
Senior Engineer / Scientist	Ana McDonald	\$ 158.35	24.0	\$3,800											24.0	\$3,800
Secretary / Clerk	Dawn McCullough	\$ 63.34	40.0	\$2,534	40.0	\$2,534	40.0	\$2,534	40.0	\$2,534	77.0	\$4,877			237.0	\$15,013
Task Manager	Gerardo Contreas	\$ 171.01	60.0	\$10,261	40.0	\$6,840	72.0	\$12,313	-						172.0	\$29,414
Associate Engineer / Scientist	Jennifer Lehn	\$ 114.01	32.0	\$3,648	-										32.0	\$3,648
Task Manager	Georgia Vince	\$ 171.01									14.0	\$2,394			14.0	\$2,394
Task Manager	Jay McGovern	\$ 171.01													-	
Associate Engineer / Scientist	Trevor Nobile	\$ 114.01									46.0	\$5,244			46.0	\$5,244
Engineer / Scientist	Becky Serra	\$ 139.34	168.0	\$23,409	112.0	\$15,606	1,420.0	\$197,863	112.0	\$15,606	112.0	\$15,606			1,924.0	\$268,090
Engineer / Scientist	CADD TBD	\$ 139.34					120.0	\$16,721							120.0	\$16,721
Senior Engineer / Scientist	Pat Zuloaga	\$ 158.35					60.0	\$9,501			72.0	\$11,401			132.0	\$20,902
Associate Engineer / Scientist	Kerry Dillon	\$ 114.01									45.0	\$5,130			45.0	\$5,130
Field Representative	Mike Mendoza	\$ 86.14									109.0	\$9,389			109.0	\$9,389
Field Representative	Diver TBD	\$ 86.14					60.0	\$5,168							60.0	\$5,168
Field Representative	Chris Ellert-SITE POOL	\$ 86.14					60.0	\$5,168			123.0	\$10,595			183.0	\$15,763
		\$ -													-	
		\$ -													-	
<b>INTERNAL SUBCONTRACTOR</b>																
TT DIV Czapinski		\$ 215.00			30.0	\$6,450	75.0	\$16,125	30.0	\$6,450					135.0	\$29,025
															-	
															-	
<b>EXTERNAL SUBCONTRACTOR</b>																
Anderson Andre Consulting		\$ 125,000.00					\$1	\$125,000							1.0	\$125,000
Geotechnical Engineering - Anderson Andre Preliminary		\$ 32,000.00					\$1	\$32,000							1.0	\$32,000
Altec		\$ 3,500.00					\$1	\$3,500							1.0	\$3,500
<b>TRAVEL</b>																
R/T Airfare		\$ 500.00														
Mileage/Gas		\$ 0.57					2,500.0	\$1,413							2,500.0	\$1,413
Rental Car w/Fuel		\$ 80.00														
Misc. Travel Costs (gas, parking, tolls)		\$ 50.00					160.0	\$8,000							160.0	\$8,000
Lodging		\$ 100.00														
Per Diem		\$ 50.00														
<b>TOTAL TRAVEL COSTS</b>																\$9,413
<b>OTHER DIRECT COSTS</b>																
Field Office Space Combined Cost		\$ 1,500.00														
Digital Cameras & Small field equip/tools		\$ 7.00														
Differential Global Positioning System (DGPS)		\$ 45.00														
Motor & Inflatable Boats		\$ 90.00														
Shipping		\$ 10.00														
Information Services		\$ 2.70	516.0	\$1,393	354.0	\$956	2,964.0	\$8,003	314.0	\$848	1,153.0	\$3,113	-		5,301.0	\$14,313
Reproduction - B&W		\$ 0.09	2,000.0	\$180	2,000.0	\$180									4,000.0	\$360
Reproduction - Color		\$ 0.46	500.0	\$230	500.0	\$230									1,000.0	\$460
Misc. Equip & Supplies		\$ 100.00	10.0	\$1,000											10.0	\$1,000
<b>TOTAL OTHER DIRECT COSTS</b>					\$2,803	\$1,366		\$8,003		\$848		\$3,113				\$16,133
<b>FEE ON EXPENSES</b>		10.0%		\$280		\$137		\$17,792		\$85		\$311				\$18,605
<b>GRAND TOTAL</b>					\$81,942	\$64,858		\$661,079		\$55,274		\$134,119				\$997,272

**City Commission Regular Meeting**

**Agenda Item # 9. b.**

**Meeting Date:** 02/18/2014

**Re:** Approve Proposal RFP 2013-021 for City Marina Reconstruction Phase II to Florida Floats dba Bellingham Marine

**Submitted For:** John Andrews, City Engineer, Engineering

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**SUBJECT:**

Approve RFP 2013-021 Contract to Florida Floats dba Bellingham Marine of Jacksonville, FL for the City Marina Reconstruction Phase II - Docks in the amount of \$10,993,417 pending final review and approval of City Attorney.

**SUMMARY:**

Staff has completed negotiations with Florida Floats on RFP 2013-021 City Marina Reconstruction Phase II. The final project cost is \$10,993,417 to reconstruct 147 turnkey boat slips that were destroyed in the 2004 hurricanes. The City will be required to demonstrate at project closeout that it has expended the \$6.5 million in insurance proceeds it received from the 2004 damages and the balance of the project costs will be covered by FEMA under FEMA project 438.

**RECOMMENDATION:**

Approval

**ALTERNATIVES:**

Not rebuild the marina and place the project back out for bids

**RESPONSIBLE STAFF:**

Edward Seissiger, Project Coordinator

**COORDINATED WITH:**

Kevin Thompson of Florida Floats, Brian Proctor and Stuart McGahee of Tetra Tech, Linda Whalen of Urban Redevelopment Department and Marina Staff

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2014  
**Account:** 401-4100-575-6360  
**Amount:** 10,993,417.00

**OTHER INFORMATION:**

This will be funded by the City Marina Enterprise Fund. These construction costs will be reimbursable at project closeout under FEMA project 438 for the difference in funds between the project total cost and the required expenditure of the \$6,500,000.00 in insurance proceeds the City received for the 2004 damages from insurance.

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## Attachments

RFP No.2013-021 Contract

Final revised Contract pricing and Schedule

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### Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Robert Bradshaw	01/27/2014 03:29 PM
Purchasing	Ed Seissiger	01/28/2014 10:18 AM
City Manager	Robert Bradshaw	02/07/2014 12:34 PM
Finance Department	Jennifer Robinson	02/10/2014 09:30 AM
Purchasing	Tony Barnes	02/10/2014 02:53 PM
Finance Department	Gloria Johnson	02/10/2014 03:59 PM
Form Started By: Ed Seissiger		Started On: 01/22/2014 03:03 PM
Final Approval Date: 02/11/2014		

# **UNIT PRICE CONSTRUCTION CONTRACT**

## **FOR Fort Pierce City Marina Reconstruction Phase II Floating Dock Construction**

**City of Ft. Pierce RFP No. 2013-021**



Prepared by:

The City of Fort Pierce Department of Engineering  
John R. Andrews, P.E., City Engineer  
P.O. Box 1480  
Ft. Pierce, FL 34954  
(772) 467-3773

Date: Revised February 2014

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## **AGREEMENT**

**THIS AGREEMENT** (hereinafter the ‘Agreement’ or “Contract”) entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the “CITY”), and **Florida Floats Inc., DBA Bellingham Marine** a Florida corporation, the address of which is **1813 Dennis Street , Jacksonville, Florida 32204** (hereinafter “CONTRACTOR”).

### **WITNESSETH:**

**WHEREAS**, the CITY wishes to contract for the project identified as **City Marina Reconstruction Phase II ~ Floating Dock Construction RFP No. 2013-021, 1 Avenue A, Fort Pierce, Florida**, and

**WHEREAS**, the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional, timely manner, and

**WHEREAS**, the CITY has relied upon the above representations by the CONTRACTOR, and

**WHEREAS**, the CITY’s Representative and the City Engineer have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

**NOW, THEREFORE**, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

### **ARTICLE 1 DOCUMENTS INCORPORATED BY REFERENCE**

This Contract includes the construction of a Turn Key Marina Facility, consisting of the construction of 147 Concrete Floating Boat Slips inclusive of all electrical, plumbing, lighting, safety equipment, pump out facilities, fire systems, phone, cable TV, potable water, observation decks, gangway accesses, and fencing. Inclusive of this contract is a written 10 year warranty stating as outlined in RFP 2013-021 that the facilities meet the performance criteria and specifications.

Where terms found in Exhibit “E”, “General Conditions” conflict with contract terms the contract terms prevail. The contract includes the construction drawings and the following:

1. Exhibit “A” - Invitation to RFP No. 2013-021
2. Exhibit “B” - Instructions to Bidders
3. Exhibit “C” - Technical Specifications
4. Exhibit “D” - Contractor's Bid
5. Exhibit “E” - General Conditions
6. Exhibit “F” – Notice to Contractors

7. Exhibit "G"- Project Drawings
8. Exhibit "H" Contractor Technical Presentation
9. Exhibit "I" Addendums 1 thru 5
10. Exhibit "J" Final Revised Contract Pricing

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract" or "Contract Documents"). Change Orders issued hereafter, Construction Change Directives, a Direction for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents.

## **ARTICLE 2 REPRESENTATIONS OF THE CONTRACTOR**

In order to induce the CITY to execute this Contract and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Contract, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the Project;

2(B) The CONTRACTOR has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated;

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Contract, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

## **ARTICLE 3 INTENT AND INTERPRETATION**

With respect to the intent and interpretation of this Contract, the CITY and the CONTRACTOR agree as follows:

3(A) This Contract (along with its exhibits), together with the Contractor's and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied or reasonably inferred by the documents which

make up this Contract, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Price;

3(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the CITY and any person except the CONTRACTOR;

3(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

3(E) Wherever this Contract calls for “strict” compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question;

3(F) The words “include”, “includes”, or “including”, as used in this Contract, shall be deemed to be followed by the phrase, “without limitation”;

3(G) The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract;

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected work. The express or implied approval by the City Engineer of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR’s compliance with this Contract. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the CITY or City Engineer or his designee. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- (1) As between this document and the plans or specifications, this document shall govern.

- (2) In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

#### **ARTICLE 4 CONTRACTOR'S PERFORMANCE**

The CONTRACTOR shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in the Contract Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Exhibit "A" and the Scope of Work, all as may be amended from time to time;

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s);

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project;

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, change orders and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals and electronic files upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

#### **ARTICLE 5 TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS**

5(A) The CONTRACTOR shall commence the performance of this Contract on the date set forth in the Notice to Proceed issued by the City Engineer and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within the number of calendar days specified on the Notice to Proceed (sometimes hereinafter referred to as the "Contract Time").** By signing this Contract, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accord with Article 10(G) below;

5(B) The CONTRACTOR shall pay the CITY the sum of **\$1000.00** for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be

payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Contract. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages;

5(C) The term “Substantial Completion”, as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Contract such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion;

5(D) All limitations of time set forth herein are material and are of the essence of this Contract;

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY, City Engineer or his designee, so as to plan its work in coordinated sequence with the work of the CITY and of others and so as to be able to expeditiously undertake and perform its work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work hereunder, other than for excusable delays, as set forth in (F) below, for which CONTRACTOR may be granted a reasonable extension of time;

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR’s control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR and/or subcontractor or supplier at any tier, then the contract time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth below.

If the CONTRACTOR is delayed, obstructed, hindered or interrupted for a period of time exceeding ten 10 consecutive calendar days by any act or neglect solely of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this contract (excluding profit, extended home office overhead, incidental or consequential damages or disruption damages) and the Contract modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or City Engineer cannot exceed 60 days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this article by giving written notice to the City Engineer, with a copy to the City Representative, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance or interruption by the CITY. No adjustment shall be

made for any delay, obstruction, hindrance or interruption after final payment under this contract or to the extent that performance would have been so delayed, obstructed, hindered or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. The direct costs described above shall be limited to those direct costs attributable solely to this project and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall solely form the basis for cost calculations under any claims for delay. Costs for said delay shall be based solely the schedule of values as established under Subarticle 6(B) that apply directly to the delayed activity.

Any claim for extension of time shall be made in writing to the City Engineer, with a copy to the City Representative, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days and complete cost breakdown for said delay. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the City Engineer or his designee to demonstrate a delay in the progress of the Work or the overall project completion. If the CONTRACTOR does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

Extensions of time will be the contractor's primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only (as set forth above), may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective work, shall not under any circumstances be construed as delays, hindrances or interference compensable further than as described herein.

## **ARTICLE 6 CONTRACT PRICE AND CONTRACT PAYMENTS**

**6(A) Based on Engineering Construction Drawings and Specifications, identified as RFP No. 2013-021, City Marina Rebuild Phase II – Floating Dock Construction, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all**

**labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed \$ 10,993,417.00**

**Ten million nine hundred ninety three thousand four hundred seventeen dollars and no cents**

Written Amount

6(B) Prior to review of the first payment request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire contract amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (See also the specifications for additional information). The CONTRACTOR shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY;

6(C) The CITY shall pay the contract amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a payment request for the period ending the last calendar day of the previous month (the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the City Engineer or his designee.

Therein, the CONTRACTOR may request payment for ninety percent (90%) of that part of the contract amount allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the City Engineer), less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR (copies of paid invoices must be submitted to the City Engineer with payment request). Risk of loss shall be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the City Engineer shall review the Payment Request and may also review the work at the project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The amount of each such payment shall be

the amount approved for payment by the City Engineer, less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Contract, subject to approval by the CITY. Approval of the CONTRACTOR's Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein below.

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also finish to the City Engineer properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material men, suppliers or others having lien or claim rights, wherein said subcontractors, material men, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said work rests with CONTRACTOR until substantial completion of contracted project.

6(D) CONTRACTOR will be required to release all CONTRACTOR held retainage for subcontractors within 60 days of subcontractor demobilization in which work performed has been accepted by the CONTRACTOR prior to demobilization. CONTRACTOR shall deliver to the CITY final waivers of lien or claim in a form acceptable to the CITY.

6(E) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers and suppliers the amounts they are due for the work covered by such payment.

6(F) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any work of the CONTRACTOR not strictly in compliance with this Contract.

After written notice to the CONTRACTOR and a reasonable opportunity to cure, the CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

- (1) The quality of a portion, or all, of the CONTRACTOR's work not being in requirements of this Contract;
- (2) The quantity of the CONTRACTOR's work not being as represented in the CONTRACTOR's Payment Request, or otherwise;
- (3) The CONTRACTOR's rate of progress being such that, in the opinion of the City Engineer or his designee, Substantial Completion may be inexcusably delayed;
- (4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers and material and

equipment suppliers;

- (5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault;
- (6) Loss caused by the CONTRACTOR;
- (7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this Subarticle 7(F), the CONTRACTOR shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Contract, are not waived by final payment and/or acceptance, and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(G) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The City Engineer or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's work is substantially complete, the City Engineer or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will so notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR. CONTRACTOR upon notification of substantial completion shall provide the CITY with properly executed final waivers of lien or claims for any and all parties' associated with this contract. The CONTRACTOR by submission of the notice of substantial completion shall waive and forever releases any claim against the CITY for additional time, compensation for matters relating to, arising out of or resulting from work included in or affected by this contract.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the contract amount with the submission of all pertinent data deemed necessary to verify such payment by the City less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer of costs for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective or nonconforming work or claims which are

discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY Engineer and the CITY Representative thereof in writing. Thereupon, the City Engineer or City Representative will perform a final inspection of the Project. If the City Engineer concurs that the Project is complete and in full accordance with this Contract and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City Engineer is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment;

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for final completion as set forth in Article 6(B) above.

6(I) The CITY shall, subject to its rights set forth in Subarticle 6 above, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the City Engineer has exercised any of his rights to investigate or remove.

## **ARTICLE 7 INFORMATION AND MATERIAL SUPPLIED BY THE CITY**

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this Contract, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all;

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City Engineer in writing of (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The City Engineer or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the contract modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the

CONTRACTOR has given the notice required herein: provided, however, the time prescribed therefore may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under this contract.

7(B) The CONTRACTOR is responsible for obtaining **ALL** permits or fees required of the CONTRACTOR by this Contract, or permits and fees customarily the responsibility of the CONTRACTOR. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager, and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the City Legal or Building Inspection Departments.

## **ARTICLE 8 CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK**

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the contract documents, the City Engineer may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the City Engineer issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the City Engineer's instructions, provide a written, verified plan to eliminate or correct the cause of the City Engineer's order, which plan appears to the City Engineer to be reasonable, actually attainable and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Contract requirements which would render the CONTRACTOR's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this article shall be in addition to the CITY's ability to remove portions of the Work from this Contract and complete it separately.

## ARTICLE 9

### DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the CONTRACTOR set forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the CONTRACTOR performs work knowing or believing, or if through exercise of reasonable diligence they should have known that such work involves an error, inconsistency or omission in the Contract without first providing written notice to the City Engineer, the CONTRACTOR shall be responsible for such work and shall correct same bearing the costs set forth in Article 3(H) above;

9(B) All work shall strictly conform to the requirements of this Contract. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents;

9(C) The work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors or omissions of those engaged in the work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed;

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR's warranty;

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements applicable to the work;

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part time and offsite supervision, to be identified in the approved general conditions. Key supervisory personnel assigned by the CONTRACTOR to this Project are as follows:

NAME	FUNCTION
Kevin Thompson	Vice President

If at any time the City Engineer or his designee reasonably determines that any employee of the contractor is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the City Engineer shall so notify the CONTRACTOR, whom shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the City Engineer and the City Representative the CONTRACTOR’s schedule for completing the work prior to submittal of the first application for payment. The CITY Engineer will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the Technical Specifications which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR’s schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the City Engineer and the City Representative. Strict compliance with the requirements of this Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Contract.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings, other submittals and working as built. All of these items shall be available to the City Engineer during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Contract. The CONTRACTOR shall not do any work requiring shop drawings or other submittals unless such has been approved in writing by the City Engineer or as required by the Contract Documents. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the City Engineer shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract, and shall not relieve the CONTRACTOR of responsibility for deviations from the Contract unless the City Engineer has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meets the requirements of the Contract, or will do so, including field measurements, materials, and field construction criteria related thereto.

The City Engineer shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect, examine, and physically stamp and sign any and all submittals before submission of same to the City Engineer.

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the work. Upon substantial completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Contract, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

#### 9(M) PROTECTION OF PERSONS AND PROPERTY.

It shall be the responsibility of the CONTRACTOR to initiate, continue and supervise all safety programs and precautions in the performance of the terms of this Contract. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the CITY Engineer, the CONTRACTOR shall promptly remedy loss or damage to the Work or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor or material man. This obligation shall be in addition to the requirements of Article 10 herein. The City Engineer may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority the City Engineer shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The City Engineer shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the City Engineer upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other work with regard to such hazardous material unless otherwise agreed between the City Engineer and the CONTRACTOR. In the case of work stopped hereunder, Article 6 shall apply to claims for delay, hindrance or interference. Work will resume in the affected

area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

## **ARTICLE 10 INDEMNITY**

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

10.1 CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers and employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10.2 CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10.3 CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

## **ARTICLE 11 CLAIMS BY THE CONTRACTOR**

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim; final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 6 hereof;

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the City Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition;

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation;

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the contract amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

## **ARTICLE 12 SUBCONTRACTORS**

12(A) Prior to execution of this Contract, the CONTRACTOR shall have identified to the City Engineer, in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the City Engineer. The City Engineer shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the City Engineer, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Contract termination as set forth herein below.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the City Engineer accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any

surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment, and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

### **ARTICLE 13 CHANGE ORDERS**

One or more changes to the work within the general scope of this Contract, may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 6 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the contract amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

- (1) The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the City Engineer, with any proposal for a contract modification.
- (2) The price breakdown
  - (a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and
  - (b) Must cover all work involved in the modification, whether the work was deleted, added or changed.
- (3) The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.
- (4) The CONTRACTOR's proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the contract amount resulting from a Change Order shall be determined as follows:

- (1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the CONTRACTOR's execution of the Change Order; or
- (2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known;

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval are required by the CITY, the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to; such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR's or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the

hourly rate of directly involved workmen, employer contributions towards company standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR's materials, direct labor, and equipment costs.

The allowance for Overhead and Profit shall be limited to the following schedule:

1. For the CONTRACTOR, for any work performed by the CONTRACTOR's own forces, 10% of the Subtotal of Costs to the CONTRACTOR.
2. For the CONTRACTOR, for any work performed by his Subcontractor, 5% of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, 10% of their materials and direct labor costs.
4. For each Subcontractor, for work performed by his Sub-subcontractor(s), 5% of the amount due the Sub-subcontractor.

For Change Orders the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost  
+ CONTRACTOR's Direct Labor Costs  
+ CONTRACTOR's Equipment Costs (includes owned/rental equipment)  
+ Applicable Subcontractor Costs  
Subtotal of Costs to the CONTRACTOR  
+ CONTRACTOR's Overhead and Profit  
Total Cost or Credit to the Owner

13(F) Nothing Contained in this Article shall be deemed to contradict or limit the terms of Article 5(E) herein.

## **ARTICLE 14 DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

14(A) In the event that the CONTRACTOR covers, conceals or obscures its work in violation of this Contract or in violation of an instruction from the City Engineer, such work shall be uncovered and displayed for review by the City Engineer and/or its consultants upon request, and shall be reworked

at no cost in time or money to the CITY;

14(B) if any of the work is covered, concealed or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or its consultants. If the uncovered work conforms strictly to this Contract, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such work shall be done by the CITY; otherwise, such costs shall be borne by the CONTRACTOR;

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct work rejected by the City Engineer as defective or failing to conform to this Contract. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections and other expenses incurred as a result thereof;

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the City Engineer;

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct.

## **ARTICLE 15 CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE**

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same;

15(B) In the event the City Engineer directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred and paid, of:

- (1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 14(E) above);
- (2) preserving and protecting work in place; and
- (3) approved storage of materials or equipment purchased for the Project, including insurance thereon;
- (4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's completion date shall not be extended on account of any such suspension of Work.

When the City Engineer orders any suspension of the Work under this subarticle (C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

## **ARTICLE 16 TERMINATION BY THE CITY**

The CITY may terminate this Contract in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Contract by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(1) The CONTRACTOR shall submit a termination claim to the CITY specifying the

amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR, an amount derived in accordance with Subarticle (3) below;

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder;

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

- (c) Contract costs for labor, materials, equipment and other services accepted under this Contract;
- (d) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the CONTRACTOR's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (e) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12 (A).

The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the work.

In such case, the CONTRACTOR shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to the CITY of completing the work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Contract, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

## **ARTICLE 17 INSURANCE**

17(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

### 17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured as issued or included in the policy(ies), shall be satisfactory evidence of such insurance.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed

under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors. Such insurance required of Subcontractors shall be at the sole discretion of CONTRACTOR.

CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance no less than five (5) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, the policy shall be endorsed to include NCCI Endorsements WC 00 01 06A, **"Longshore and Harbor Workers' Compensation Act Coverage Endorsement"** and WC 00 02 01A, **"Maritime Coverage Endorsement"** or their equivalent.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers and employees scheduled thereon or a blanket endorsement providing the waiver in the same manner as outlined in the Advisory Form WC 00 03 13

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$2,000,000	Each Accident
	\$2,000,000	Disease - Policy Limit
	\$2,000,000	Disease - Each Employee

17(A)(3) Marine General Liability Insurance.

Such insurance shall be substantially equivalent to that provided by the latest edition of the

standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) and accepted by the CITY.

CITY and its officials, officers and employees shall be included as an “Additional Insured” on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

The policy must be endorsed to provide CITY with 30 days notice of cancellation.

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy, or a substantially equivalent form accepted by the CITY, with the following minimum limits:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form acceptable to the CITY, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$2,000,000
---	-------------

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-

owned and hired watercraft.

The insurance shall include the CITY and its officials, officers and employees as additional insureds.

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	\$5,000,000
----------------------------------	-------------

17(A)(6) Pollution Legal Liability

Such insurance shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. Such condition can be met through the subsequent renewals for the required policy period.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

The CITY and the CITY's officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

Unless otherwise authorized by the CITY, the Maximum permissible deductible or self-insured retention on the policy shall be \$75,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in writing by the CITY, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the CITY or CITY's members, officials, officers or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Contract.

17(A)(8) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance before CITY signs this Agreement.

17(A)(9) In the event CONTRACTOR fails to place or allows any required insurance to lapse, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

17(A)(10) CONTRACTOR shall not begin work until, CONTRACTOR delivers to the CITY, a written statement, acceptable to the CITY, from CONTRACTOR's insurance agent stating that the insurance agent will provide prior written notice to the CITY of cancellation, termination or nonrenewal of any insurance required under by this ARTICLE 17. The written statement will be signed by an authorized representative of the insurance agent with the appropriate authority to make such commitment on behalf of such agent. Such notice to CITY shall be provided within (five) 5 days of the agent receiving knowledge of any such pending cancellation, termination or nonrenewal. Further, in the same written statement, the agent shall agree to notify the CITY, in writing if they cease to become the agent of record for any insurance policies required by Article 17.

## **ARTICLE 18**

### **PERFORMANCE AND PAYMENT BONDS**

(a) **BONDS REQUIRED:** Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto,

with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Within fifteen days after receipt of the Contract, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05(a) Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) **SURETY'S QUALIFICATIONS:** All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by The A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) **ADDITIONAL OR REPLACEMENT BOND:** It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

(d) **CO-SURETIES:** Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

## **ARTICLE 19 PROJECT RECORDS**

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, CAD files, electronic files, survey data, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by him in connection with this Agreement.

## **ARTICLE 20 APPLICABLE LAW**

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

## **ARTICLE 21 SUCCESSORS AND ASSIGNS**

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Contract without prior written consent of the CITY.

## **ARTICLE 22 MISCELLANEOUS PROVISIONS**

### 22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide

by the requirements under Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Florida Drug-free Workplace Act, P.S. 287.087. 22.

22(C) State and Local Taxes

Contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost or expense incurred by, levied upon or billed to the CITY as a result of a CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are include in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

**CITY:**

John R. Andrews, P.E., City Engineer  
**City of Fort Pierce**  
P.O. Box 1480  
Fort Pierce, FL 34954-1480  
Phone: 772-460-2200, x143  
Fax: 772-460-6847

**CONTRACTOR:**

Kevin Thompson, Vice President  
**Florida Floats dba Bellingham Marine**  
1813 Dennis Street  
Jacksonville, FL 32204  
Phone: 904-358-3362 D904-380-3271  
Fax: \_\_\_\_\_

**ARTICLE 23  
ENTIRE AGREEMENT**

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

**ARTICLE 24  
SEVERABILITY**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are agreed to be severable.

**ARTICLE 25  
WAIVER**

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach, and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement under their several seals the day and year first written above.

**WITNESSETH:**

**CONTRACTOR:**

\_\_\_\_\_  
Print name

\_\_\_\_\_  
By:

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Federal Tax ID. No. \_\_\_\_\_

---

Print name

---

Signature

**ATTEST:**

**CITY OF FORT PIERCE**

---

Linda Cox, City Clerk

---

Linda Hudson, Mayor

**APPROVED AS TO FORM AND CORRECTNESS:**

---

Robert V. Schwerer, Esquire, City Attorney

Florida  
Floats, Inc.  
dba Bellingham Marine

1813 Dennis St.  
Jacksonville, FL 32204

(904) 358-3362  
FAX (904) 354-4814  
www.bellingham-marine.com



January 13, 2014

Edward M. Seissiger  
Engineering Project Coordinator  
City of Fort Pierce  
PO Box 1480  
Fort Pierce, FL 34954-1480  
[ESeissiger@City-FtPierce.Com](mailto:ESeissiger@City-FtPierce.Com)

Re: Ft. Pierce City Marina- RFP No. 2013-021

Dear Mr. Seissiger:

Per our meeting on Monday December 30, 2013, I have reviewed and made the corrections listed below in items 1-7.

1. Additional Handrail at the southernmost jetty of approximately 180 linear feet of rail per (Attachment A.1 & A.2). The cost for the 36" tall line rail with no LED lighting and 304 SS wall mounting brackets is \$195.00 per linear foot. The approximate total for this scope is.....\$35,100.00
2. Removal and reinstallation of marina sidewalk from A Dock to C Dock (Attachment B). The side walk will be removed and the reinstallation of 4" 2500psi .....\$91,070.05
- ~~3. Cross Over Trench, as highlighted 25 ea. (Attachment C)..... \$6,583.00~~  
Delete Item
4. The schedule has been revised to reflect the execution of the contract on January 22, 2014. I have broken out the docks to sequence L Dock start then moving to A Dock. (Attachment D)
5. Electrical Metering Monitoring..... \$62,000.00  
The above amount is for additional metering of the marina equipment. The current design incorporates fault monitoring of the primary feeds. The International Intelligent Metering kWh sub meters quoted for Ft. Pierce City

Marina has been priced to include the KHZ series and KHG series technology which incorporate a revolutionary new design in metering capability. The KHG option includes the patent-pending Ground Fault Monitor which detects dangerous ground current leakage events at the individual boat slip. The KHG option is also equipped with DIP switches which allow the user to select between four levels of sensitivity: 25mA, 50mA, 75mA, or 100mA. The KHZ option includes the patent-pending on-board remote-reading wireless NuCore system which wirelessly communicates kWh readings and Ground Fault Events to the central base station and office PC with NuCore software for data interpretation and billing. These options require no extra hardware or third party and will be commissioned on-site by our own technical staff.

6. Attenuation-Per the RFP and subsequent bid documentation the bidder was to establish the wave climate and criteria for the design of the floating dock system in the basin and to attenuate to within the tolerances of good in the "Table 2-5 Generalized Harbor Tranquility Goals". A review of our submitted calculations and the design of the floating dock system has confirmed our design meets the criteria as identified in "Table 2-5 Generalized Harbor Tranquility Goals" (Attachment E). To maximize the attenuation characteristics of the floating docks at the width limits set on the bid documents we could exceed our proposed bid goal by increasing the draft of the floats to 48" for the amount of .....\$194,914.00
  
7. Walkway pile- During our review of the drawings for the marina on December 30, 2013, we were reviewing the original bid drawing for the 20" steel pile. Attachment C reflects the revised bid drawing for the project containing 105 total Steel piles. The revised drawing shows pile along the main walkways and is per the below reference base bid Alternate #2.

Base Bid.....	\$10,989,991.70
Above Items 1-7.....	\$ 389,667.05
Base Bid Alternate no. 2 Steel Pile deducts.....	\$ -(379,658.75)
Revised Project total.....	<del>\$11,000,000.00</del>
	<b>\$10,993,417.00</b>

Respectfully,



Kevin Thompson  
General Manager

*Attachment A.1*



*3/20/22*

NO.	DESCRIPTION	DATE	BY	CHECKED
1	DESIGN	11/17/21	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...

ST. LUCIE COUNTY, FLORIDA  
 TOMBOLO POINT  
 CITY MARINA RECONSTRUCTION  
 PHASE I ISLAND EROSION PROTECTION

Sheet Reference:  
**C-119**  
 Sheet 21 of 42

- NOTES:**
- THE BATHYMETRY DATA WAS PROVIDED BY THE USACE AND IS SHOWN ON SHEETS C-118 AND C-119.
  - CONCEPTS, RISE AND SURFACES ON 09-18-11.
  - ELEVATIONS ARE IN FEET AND ARE REFERENCED TO THE NATIONAL ADJUSTED VERTICAL DATUM OF '82 (NAVD 82).
  - CROSS SECTIONS ARE SCALED 5/16" = 1'-0". SEE SHEET C-124 FOR TYPICAL DESIGN CROSS SECTIONS AND ANCHOR STONE TRANSITION ZONE.

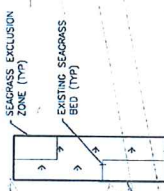
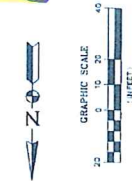


*Proposed Additional Handrail*

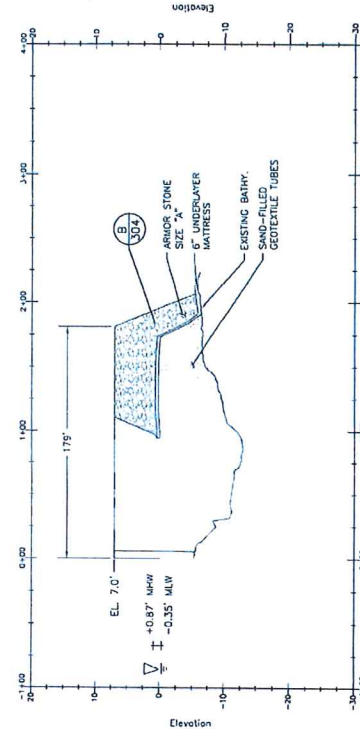
*90' + 90' = 180' 36" fall.*

*No under-rail lights*

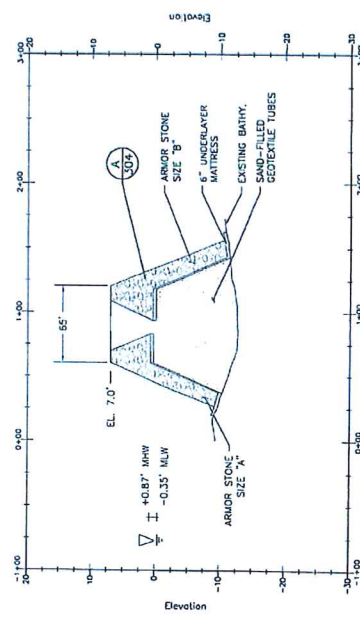
*Use 30x55 bracket to support rail.*



**TOMBOLO POINT PLAN VIEW**



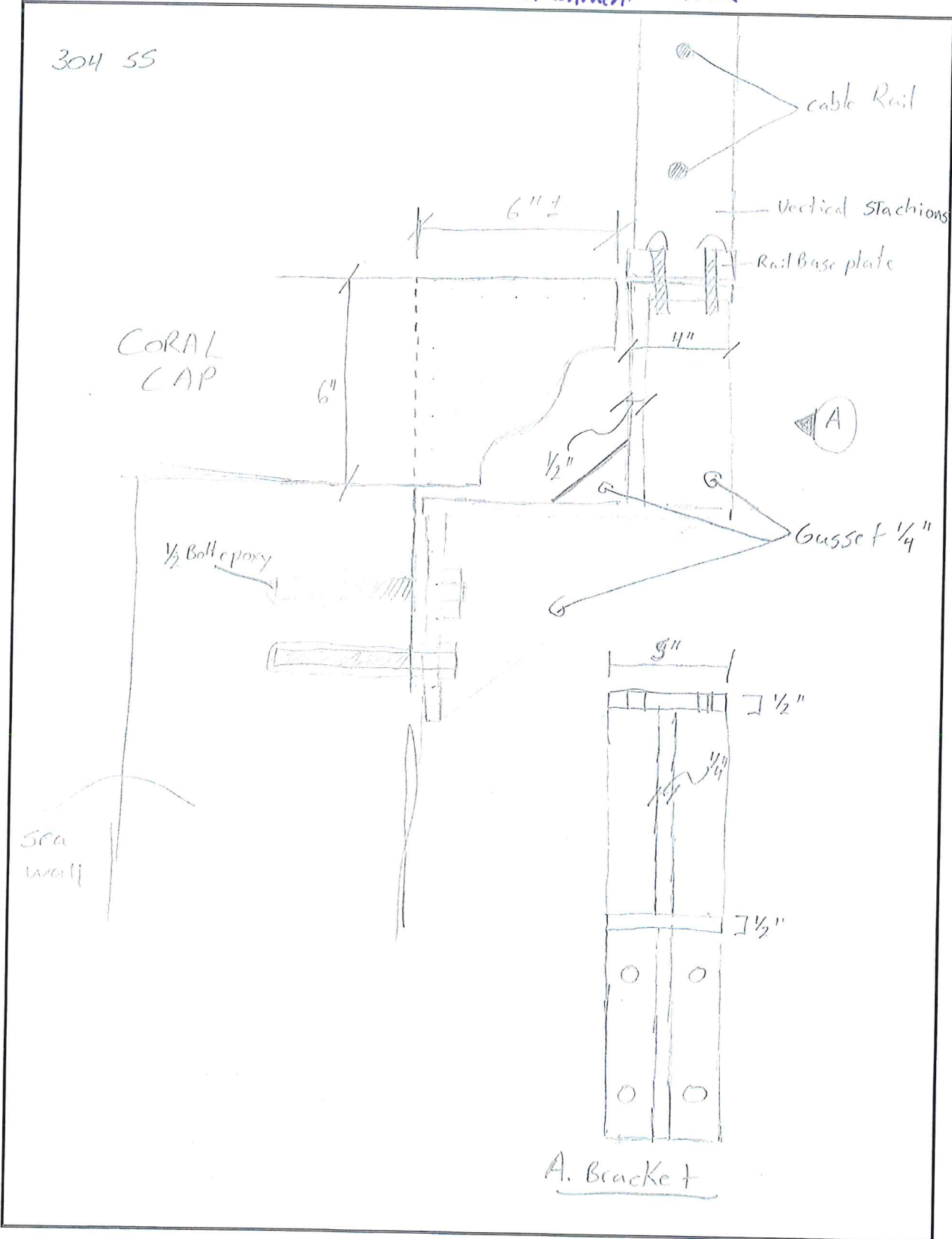
**TOMBOLO-2 PROFILE**



**TOMBOLO-1 PROFILE**



Attachment A.2



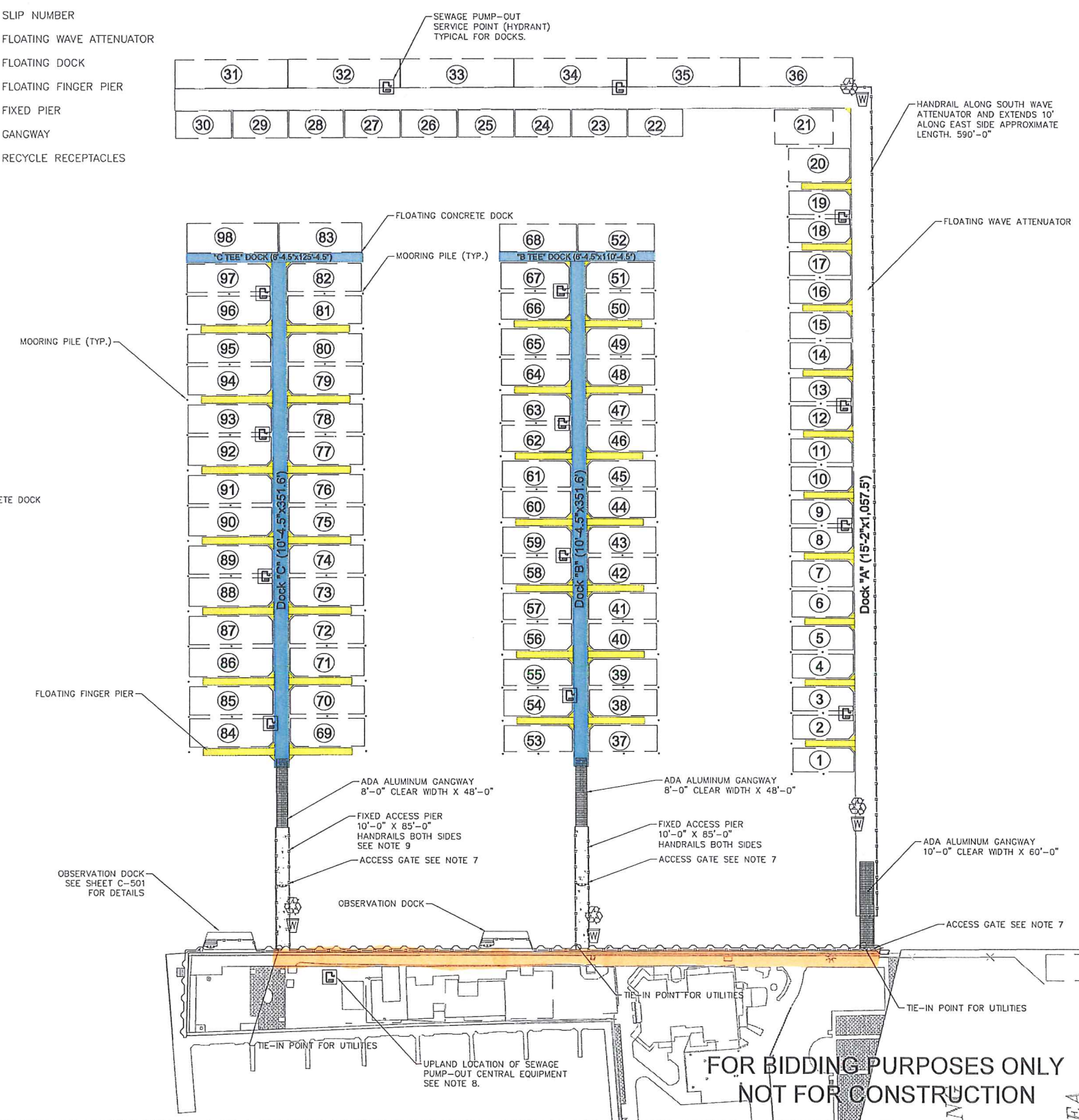
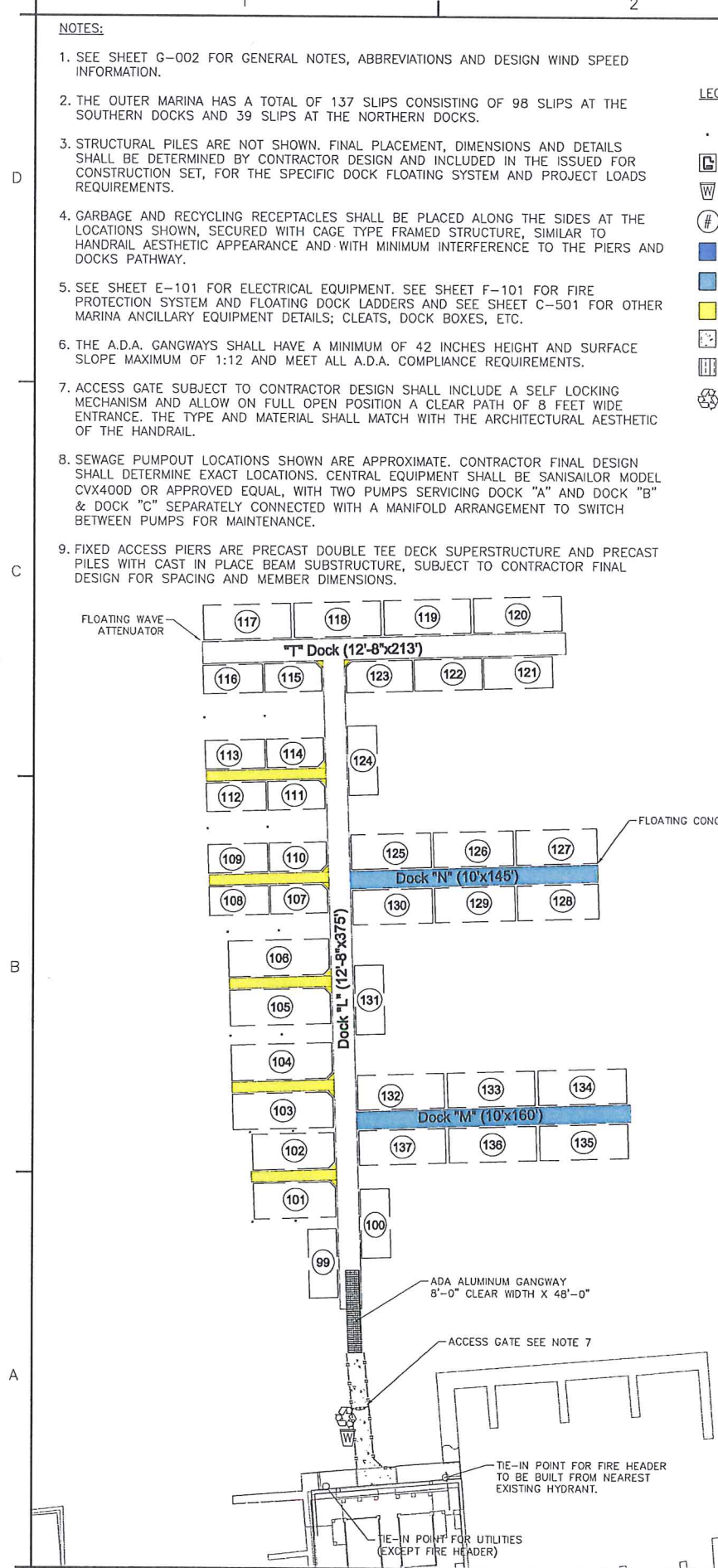
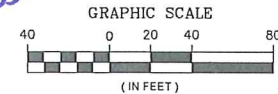
NOTES:

- SEE SHEET G-002 FOR GENERAL NOTES, ABBREVIATIONS AND DESIGN WIND SPEED INFORMATION.
- THE OUTER MARINA HAS A TOTAL OF 137 SLIPS CONSISTING OF 98 SLIPS AT THE SOUTHERN DOCKS AND 39 SLIPS AT THE NORTHERN DOCKS.
- STRUCTURAL PILES ARE NOT SHOWN. FINAL PLACEMENT, DIMENSIONS AND DETAILS SHALL BE DETERMINED BY CONTRACTOR DESIGN AND INCLUDED IN THE ISSUED FOR CONSTRUCTION SET, FOR THE SPECIFIC DOCK FLOATING SYSTEM AND PROJECT LOADS REQUIREMENTS.
- GARBAGE AND RECYCLING RECEPTACLES SHALL BE PLACED ALONG THE SIDES AT THE LOCATIONS SHOWN, SECURED WITH CAGE TYPE FRAMED STRUCTURE, SIMILAR TO HANDRAIL AESTHETIC APPEARANCE AND WITH MINIMUM INTERFERENCE TO THE PIERS AND DOCKS PATHWAY.
- SEE SHEET E-101 FOR ELECTRICAL EQUIPMENT. SEE SHEET F-101 FOR FIRE PROTECTION SYSTEM AND FLOATING DOCK LADDERS AND SEE SHEET C-501 FOR OTHER MARINA ANCILLARY EQUIPMENT DETAILS; CLEATS, DOCK BOXES, ETC.
- THE A.D.A. GANGWAYS SHALL HAVE A MINIMUM OF 42 INCHES HEIGHT AND SURFACE SLOPE MAXIMUM OF 1:12 AND MEET ALL A.D.A. COMPLIANCE REQUIREMENTS.
- ACCESS GATE SUBJECT TO CONTRACTOR DESIGN SHALL INCLUDE A SELF LOCKING MECHANISM AND ALLOW ON FULL OPEN POSITION A CLEAR PATH OF 8 FEET WIDE ENTRANCE. THE TYPE AND MATERIAL SHALL MATCH WITH THE ARCHITECTURAL AESTHETIC OF THE HANDRAIL.
- SEWAGE PUMPOUT LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR FINAL DESIGN SHALL DETERMINE EXACT LOCATIONS. CENTRAL EQUIPMENT SHALL BE SANISAILOR MODEL CVX400D OR APPROVED EQUAL, WITH TWO PUMPS SERVICING DOCK "A" AND DOCK "B" & DOCK "C" SEPARATELY CONNECTED WITH A MANIFOLD ARRANGEMENT TO SWITCH BETWEEN PUMPS FOR MAINTENANCE.
- FIXED ACCESS PIERS ARE PRECAST DOUBLE TEE DECK SUPERSTRUCTURE AND PRECAST PILES WITH CAST IN PLACE BEAM SUBSTRUCTURE, SUBJECT TO CONTRACTOR FINAL DESIGN FOR SPACING AND MEMBER DIMENSIONS.

LEGEND:

- MOORING PILE
- ☐ SEWAGE PUMP-OUT EQUIPMENT OR SERVICE POINT.
- ☐ WASTE RECEPTACLES
- # SLIP NUMBER
- FLOATING WAVE ATTENUATOR
- FLOATING DOCK
- FLOATING FINGER PIER
- ☐ FIXED PIER
- ☐ GANGWAY
- ☐ RECYCLE RECEPTACLES

**Orange Box** = Limits of Sidewalk removal & Replacement  
 Face of Sea wall curf to Face of Buildings  
 Approx. 9' wide



**FOR BIDDING PURPOSES ONLY  
 NOT FOR CONSTRUCTION**



Mark	Description	Date	Appr.
0	ISSUED FOR BIDDING	3/15/12	IC
A	ISSUED FOR CLERK REVIEW	6/12/12	IC

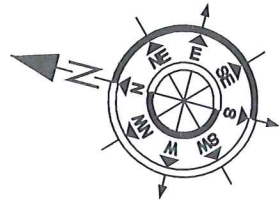
Designed By: R. CZAJAPINSKI  
 Drawn By: R. CZAJAPINSKI  
 Checked By: C. CONTRERAS  
 Reviewed By: R. CZAJAPINSKI  
 Scale: 3/8"=1'-0"  
 AS SHOWN

**TETRA TECH, INC.**  
 759 SOUTH FEDERAL HWY  
 SUITE 101  
 STUART, FL 34994-2936  
 TEL: (772) 781-3400  
 FAX: (772) 781-3411  
 3308C-101.0pg



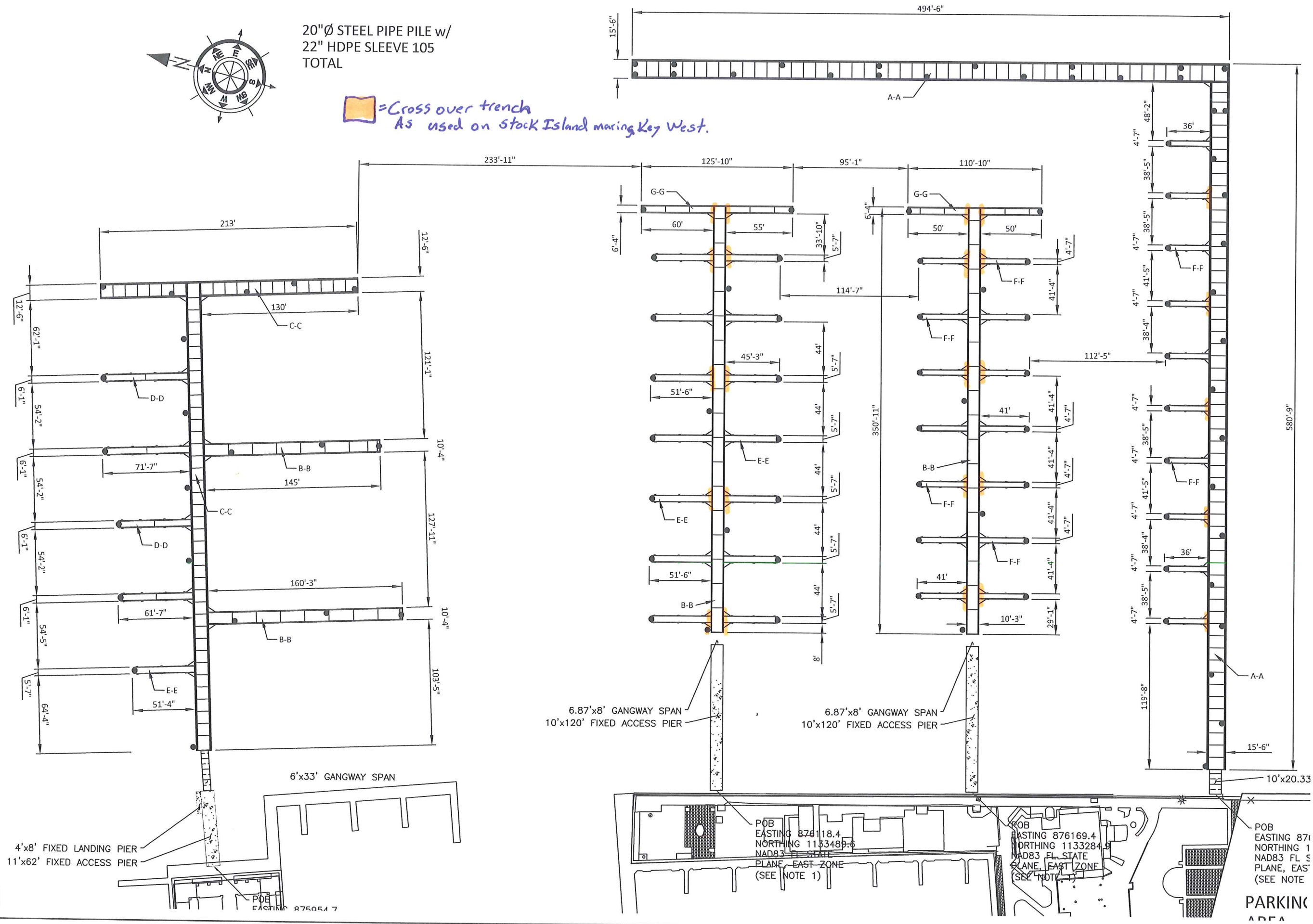
**CITY MARINA RECONSTRUCTION  
 PHASE II-CITY MARINA REBUILD DOCKS**  
 SITE CONCEPT PLAN  
 ST. LUCIE COUNTY, FLORIDA

Sheet Reference:  
**C-103**  
 Sheet 6 of 12



20"Ø STEEL PIPE PILE w/  
22" HDPE SLEEVE 105  
TOTAL

= Cross over trench  
As used on Stock Island maring Key West.



**Bellingham MARINE**  
The World's Most Comprehensive Marina Builder  
1813 Dennis Street  
Jacksonville, FL 32204  
TEL: (904) 358-3362  
FAX: (904) 354-4818

**UNIFLOAT**  
Precision engineered flotation systems

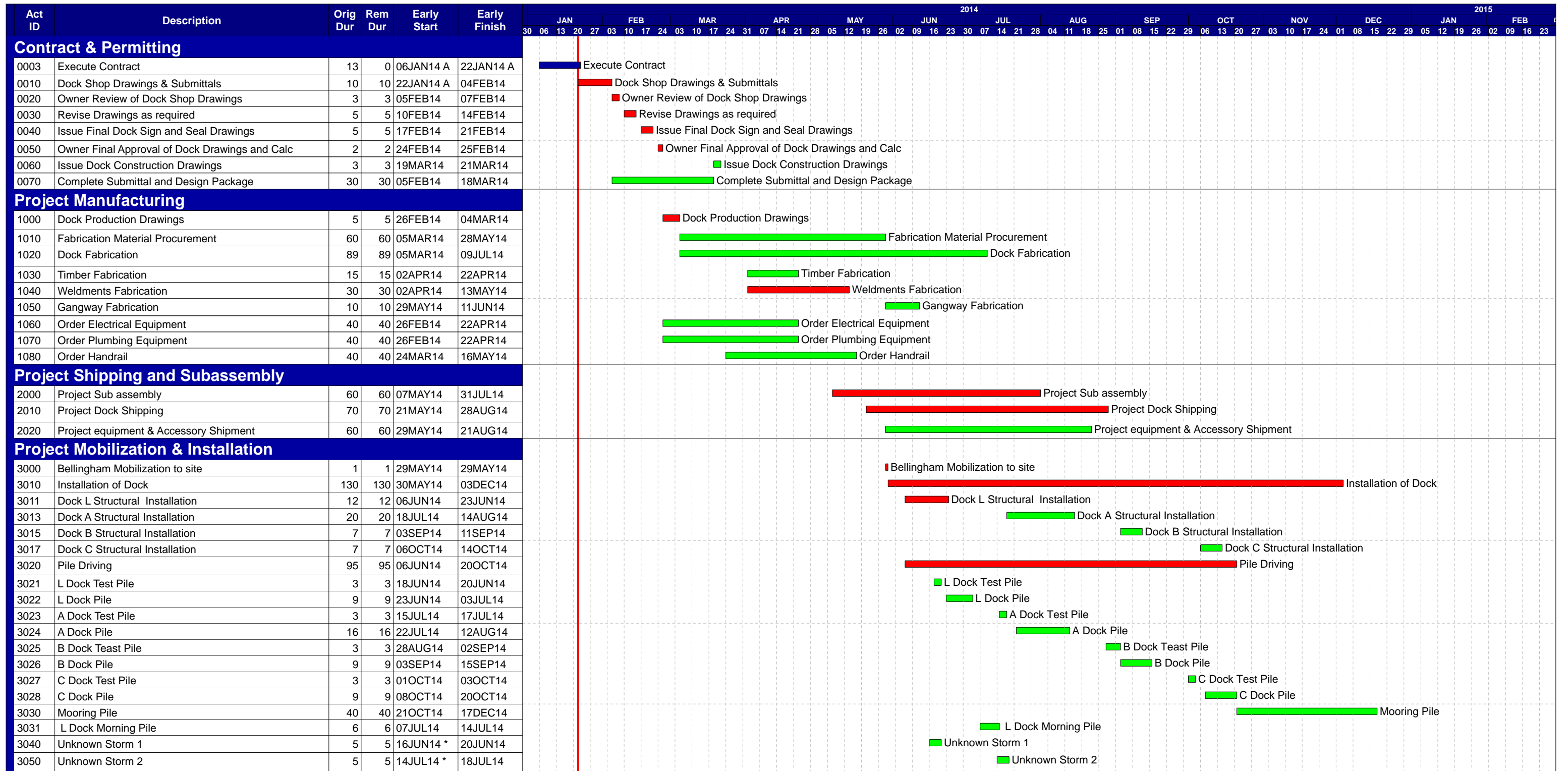
This drawing contains proprietary information which is the property of BELLINGHAM MARINE INDUSTRIES, INC., its affiliate companies, and its consultants and shall not be copied, reproduced, or made available to third parties without prior written permission from BELLINGHAM MARINE INDUSTRIES, INC.

**FT. PIERCE MARINA  
ST. LUCIE COUNTY, FL.  
LAYOUT**

Revisions:

1	REVISIONS	6-6-13 JWC
2	DESIGN REVISIONS	10-8-13

Drawn by: JWC  
Reviewed by:  
Date: 3-7-13  
Scale: NS  
Project No. **NJ**



Start date 09JAN14  
 Finish date 18FEB15  
 Data date 22JAN14  
 Run date 13JAN14  
 Page number 1A



City of Ft. Pierce Marina  
 1/10/14  
 V2.0



- █ Early bar
- █ Progress bar
- █ Critical bar
- Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point





306 Commercial Drive, Suite B  
 Savannah, Georgia 31406  
 (912) 201-1807  
 www.hk-engr.com

January 13, 2014

Mr. Kevin Thompson  
 Bellingham Marine  
 1813 Dennis Street  
 Jacksonville, FL 32204

**RE: WAVE ATTENUATION PERFORMANCE DETERMINATION**

Ft. Pierce City Marina Expansion  
 Fort Pierce, Florida  
 RFP No. 2013-021  
 H+K Proj. No. B1000.065

Dear Mr. Thompson,

Per your request, H+K Engineering Group (H+K) has evaluated the wave attenuation performance of the proposed floating dock system for the Ft. Pierce City Marina Expansion located in Fort Pierce, Florida. According to H+K's analysis, the proposed dock system as designed shall meet the "good" wave climate as specified by the user in *Addendum 2* dated June 13, 2013. The following letter report summarizes our calculations and provides our recommendations.

Floating wave attenuators generally function based on the power transmission theory modified to account for wave reflectivity and breadth of structure (ASCE, 2012). These systems attenuate or "dampen" waves as opposed to absorbing or blocking waves. The amount of normal wave energy reflected or transmitted at the breakwater is a function of the structure below the surface and the width of the structure. Additionally the mass of the structure also dissipates the wave energy as the wave attempts to lift the structure. The following parameters were used to determine the floating wave attenuation performance:

**TABLE 1:** Floating Wave Attenuator Performance Parameters

PARAMETER	VALUE
Breadth of Float, B	As shown in Table 2
Draft of Float, D	As shown in Table 2
Water Depth, d	10 ft average
Local Wavelength, L	$5.12 T^2$ ; $T = \text{wave period}$

Analyzing the proposed system for a significant wave defined by  $H_s = 3.2$  ft and  $T = 2.8$  seconds, the resultant wave attenuation performance is presented in the table below. According to the predicted attenuation performance, the proposed floating dock system design shall attenuate waves within the criteria for a “good” wave climate (ASCE, 2012). The predicted wave attenuation is approximately 50% on average, which forecasts a wave condition at the berths of 1.6 ft for the specified significant wave height and period.

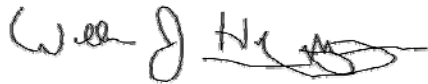
**TABLE 2:** Floating Wave Attenuator Performance Results

DOCK	OVERALL FLOAT DIMENSION	CONCRETE FLOAT BREADTH	FLOAT DEPTH / DRAFT	WAVE ATTENUATION PERFORMANCE
A-Dock	15'-6"	13'-0"	54" / 34"	52%
T-Dock	12'-6"	10'-0"	54" / 34"	46%

If increased wave attenuation performance is desired, the user is limited by float breadth due to permit conditions and can only increase float draft to increase performance. The proposed floating dock system float can be increased to a maximum depth of 60" with a draft of 48" for both the A-Dock and T-dock. Using the same analysis as identified above, the maximum float attenuation performance that can be achieved with a 48" freeboard is approximately 62 % and 57% for A-Dock and T-dock, respectively. Although greater attenuation performance is achieved, the cost to increase the float size to 60 inches is a dimensioning return with increased performance; and the proposed system as designed already meets the user's specified criteria. However if the user desires the additional wave attenuation performance, please notify us and we will provide you with a revised calculation report with new float depths.

Thank you for your time and commitment to making this project successful. We are very confident that the proposed design meets the “good” wave climate as specified by the user. Please feel free to contact me by phone or email at (912) 201-1807 or whuffman@hk-engr.com..

Sincerely,



**William J. Huffman, PE**

Principal

Table 2-5. Generalized Harbor Tranquility Goals

Provisionally Recommended Criteria for a "Good" Wave Climate in Small Craft Harbors <sup>a</sup>			
Direction and Peak Period of Design Harbor Wave	Wave Event Exceeded Once in 50 Years	Wave Event Exceeded Once a Year	Wave Event Exceeded Once Each Week
Head seas <2 sec	These conditions not likely to occur during this event	Less than 1-ft wave height	Less than 1-ft wave height
Head seas between 2 and 6 sec	Less than 2-ft wave height	Less than 1-ft wave height	Less than 0.5-ft wave height
Head seas >6 sec	Less than 2-ft wave height or 4-ft horizontal wave motion	Less than 1-ft wave height or 2-ft horizontal wave motion	Less than 0.5-ft wave height or 1.5-ft horizontal motion
Oblique seas	Less than $(2 - 1.25 \sin \theta)$ ft where $\theta$ is the wave angle from head sea	Less than $(1 - 0.5 \sin \theta)$ ft where $\theta$ is the wave angle from head sea	Less than $(0.5 - 0.25 \sin \theta)$ ft where $\theta$ is the wave angle from head sea
Beam seas <2 sec	The conditions not likely to occur during this event	Less than 1-ft wave height	Less than 1.0-ft wave height
Beam seas between 2 and 6 sec	Less than 0.75-ft wave height	Less than 0.5-ft wave height	Less than 0.25-ft wave height
Beam seas >6 sec	Less than 0.75-ft wave height or 2-ft horizontal motion	Less than 0.5-ft wave height or 1-ft horizontal motion	Less than 0.25-ft wave height or 0.75-ft horizontal motion

<sup>a</sup>For criteria for an "excellent" wave climate, multiply by 0.75; for a "moderate" wave climate, multiply by 1.25.

Source: Cox (2003)

**City Commission Regular Meeting**

**Agenda Item # 9. c.**

**Meeting Date:** 02/18/2014

**Re:** Melody Lane Fishing Pier Geotechnical/Survey Funding - Ref. PO No. 130445

**Submitted For:** John Andrews, City Engineer, Engineering

---

**SUBJECT:**

Approve Scope of Services and Cost Revision from Tetra Tech, Inc. of Stuart Florida for survey data and geotechnical exploration services for the Melody Lane Fishing Pier project in an amount not to exceed \$29,500.

**SUMMARY:**

During the November 19, 2012 City Commission Meeting, the commission approved an agreement with Tetra Tech, Inc. to provide design and permitting services for the proposed Melody Lane Fishing Pier. However, this agreement did not include a budget for the geotechnical services. This service is required in order for the consultant to complete the final design.

**RECOMMENDATION:**

Staff recommends approval.

**ALTERNATIVES:**

Utilize one of the City's continuing service providers.

**RESPONSIBLE STAFF:**

Tracy Telle, Engineering  
Libby Woodruff, Urban Redevelopment

**COORDINATED WITH:**

Gloria Johnson, Finance Director  
Tony Barnes, Director of Procurement

---

**Fiscal Impact**

**Budgeted Y/N:** N/A  
**Fiscal Year:** N/A  
**Account:** 104-9400-554-53-20  
**Amount:** \$29,500.00

**FISCAL IMPACT:**

The funding for this project is being made available from a Florida Inland Navigation District (FIND) Grant. This grant is a 50-50 matching grant with the City allocating their 50% from the Parks MSTU (\$159,868) and the Park Impact Fees (\$99,072) as indicated in Resolution 12-17. The \$29,500.00 will be funded from the Parks MSTU/Park Impact Fees with 50% reimbursed by FIND.

---

## Attachments

Tetra Tech Proposal - 013014

Tetra Tech Original Proposal

Resolution 12-17

---

## Form Review

### Inbox

Purchasing

Finance Department

City Manager

Form Started By: Tracy Telle

Final Approval Date: 02/07/2014

### Reviewed By

Tony Barnes

Gloria Johnson

Robert Bradshaw

### Date

02/06/2014 03:31 PM

02/07/2014 11:22 AM

02/07/2014 04:34 PM

Started On: 02/03/2014 12:43 PM



January 30, 2014

Tracy S. Telle  
City of Fort Pierce  
100 N. US Highway 1  
Ft. Pierce, FL 34950

**RE: Melody Lane Fishing Pier – Cost Revision**

Dear Ms. Telle:

Tetra Tech's proposed scope of work (SOW) and cost revision is based on the request for proposal received from the City of Fort Pierce for the final design of the Melody Lane Fishing Pier, proposed to be constructed within the Indian River Lagoon, Fort Pierce, Florida. The SOW is broken down by tasks as outlined below. The final design will require additional geotechnical evaluation and survey data.

**Scope of Work**

**Task 1 – Survey Data**

Survey data will include bathymetry in the area of the proposed pier and elevations of components of the project along the existing bulkhead. Survey data will be provided in the format necessary to incorporate into final design documents.

**Task 2 – Geotechnical Evaluation**

Objective: Provide necessary data for the structural analysis of the pier.

Approach: A geotechnical investigation of the sediments to determine vertical and lateral load capacities for piling systems in the fishing pier area. Assuming the bottom is composed of medium to hard sand, no further testing will be required beyond the basic property tests. If silts or clays underlie the sand veneer, these will be tested for bearing capacity and consolidation. For budgeting purposes, the total number of 2 borings will be assumed. Each tested for basic soil properties, bearing capacity and consolidation. Alternately, re-usable test piles may be driven and field-tested for lateral loading capacity.

Deliverable: Geotechnical Investigation Report including sampling and analysis documentation, results, conclusions and recommendations of design parameter values for the fishing pier.

**Summary of Costs and Schedule**

Tetra Tech is confident that we can provide you with the highest quality work. The estimates are based upon prior experience with similar projects. Work will commence upon issuance of a notice to proceed.

All tasks will be billed monthly based on the projected time and materials not to exceed to proposed budgets.

<u>Task</u>	<u>Description</u>	<u>Budget Not to Exceed</u>
Tasks 1	Survey Data	\$ 1,500
Task2	Geotechnical Exploration	\$ 28,000

If you have any questions, please do not hesitate to contact me.

Sincerely Submitted,



Georgia Vince  
Project Manager

**Proposal Acceptance:**

We will consider our receipt of this signed proposal and signed Terms and Conditions as our notice to proceed with the tasks identified above.

\_\_\_\_\_  
Tracy S. Telle

\_\_\_\_\_  
Date



INTEROFFICE MEMORANDUM  
FROM THE OFFICE OF THE  
CITY MANAGER

---

To : Jon Ward, Director, Department of Urban Redevelopment

FROM : Robert J. Bradshaw, City Manager *RJB*

RE : Melody Lane Fishing Pier-Design and Permitting Agreement

DATE : November 20, 2012

At the November 19, 2012 meeting, the Fort Pierce City Commission accepted the proposal from Tetra Tech to provide engineering, design and permitting services for Melody Lane Fishing Pier in an amount not to exceed \$32,951.00; and approve staff's previous execution of said proposal.

RJB:bj

c: Gloria J. Johnson, Finance Director  
Tony Barnes, Administrative Services Director



# CITY OF FORT PIERCE, FLORIDA


## City Commission Meeting

Agenda Item # \_\_\_\_\_

Commission Meeting November 19, 2012

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**To** : The Honorable Mayor and Members of the City Commission  
**Through:** Robert J. Bradshaw, City Manager  
**From** : Jon Ward, Director, Department of Urban Redevelopment   
**Re** : **Melody Lane Fishing Pier-Design and Permitting Agreement**  
**Date** : November 6, 2012

---

**ISSUE(S):** Approve Agreement with Tetra Tech to provide design and permitting services for Melody Lane fishing pier.

**SUMMARY:** City Commission Resolution 12-17 previously approved FIND application for funding for pier which requires all permits to be in hand before FIND grant award.

**FISCAL IMPACT:** City Commission has previously approved of funding 50% grant match of \$258,940 from City impact fees. Tetra Tech Agreement for design and permitting services is in the amount of \$32,951 and will be funded from that source.

**RECOMMENDATION:** Staff recommends that the City Commission approve of the Agreement with Tetra Tech to provide design, engineering and permitting services for the Melody Lane fishing pier in an amount NTE \$32,951 and further approves of Staff's previous execution of said Agreement.

**ALTERNATIVES:** n/a.

**RESPONSIBLE STAFF:** Jon Ward, Libby Woodruff of Urban Redevelopment and Dean Kubitschek of the City Marina.

**COORDINATED WITH:** Gloria Johnson, Finance and Jack Andrews, Engineering.

**ATTACHMENTS:** Staff memo, Tetra Tech Agreement, FIND project cost estimate and City Resolution 12-17.

---

# CITY OF FORT PIERCE Florida



DEPARTMENT OF URBAN REDEVELOPMENT  
CITY HALL, 100 NORTH U.S. 1  
P.O. BOX 1480  
FORT PIERCE, FLORIDA 34954-1480

TEL (772) 467.3000  
FAX (772) 595.5068  
www.cityoffortpierce.com

**To:** Honorable Mayor and City Commissioners

**From:** Jon Ward, Director,  
Department of Urban Redevelopment

**Re:** Melody Lane Fishing Pier-Approval of Permitting Expenditures

**Date:** November 6, 2012

**CC:** Robert Bradshaw, Gloria Johnson, Dean Kubitschek, Libby Woodruff, Melissa Moore

---

As the Commissioners are aware, the City has been pursuing the construction of a fishing pier on Melody Lane in downtown Fort Pierce for several years, using a FIND grant for funding. The FIND grant requires that we have an Interlocal Agreement in place with the County, as they own the uplands parking lot, and also that we have all permitting in hand before they will fund the grant. In the spring of this year, staff made a presentation to the FIND Board and found strong support on the part of that body to fund the grant and FIND congratulated the City on the continued focus on waterfront access and benefits for the public. However, FIND reiterated the fact that all permits *must be in hand* prior to their second meeting of the year, in September.

In May, 2012, the Interlocal was executed with St. Lucie County.

In June, 2012, staff executed an Agreement with Tetra Tech to handle the design and permitting of the Melody Lane fishing pier. Staff elected to use Tetra Tech because that firm is already under contract with the City to perform the consultant engineering services for the marina island construction and because the extremely limited time frame between then and the second FIND meeting did not give us adequate time to go out for an RFP for those services.

The \$32,643 fee for the design/engineering services was lower than the \$35,400 fee estimate noted in the FIND grant application and in the May Interlocal with the County. Staff relied on the fact that both the County Interlocal and the FIND grant application had previously been approved by the City Commission, both of which clearly identified the need for these fees.

Because this expenditure exceeds Staff's \$10,000 discretionary approval limit, Staff requests that the Board retroactively approve of the Agreement with Tetra Tech to provide design and engineering services for the Melody Lane fishing pier, in an amount NTE \$32,951.

For the Commission's information, we received a number of comments from several permitting agencies on this matter which did not allow us to receive all permits prior to the FIND deadline. As such, staff will reapply for the FIND grant in the 2013 funding cycle.



TETRA TECH

Acct # \_\_\_\_\_

June 6, 2012

City of Ft Pierce Marina  
100 North US Highway 1  
Ft Pierce, FL 34950

**RE: Fishing Pier at Melody Lane**

Dear Mr. Ward,

Tetra Tech's proposed scope of work (SOW) is based on the request for proposal received from the City of Fort Pierce for the design and permitting of the Melody Lane Fishing Pier, proposed to be constructed within the Indian River Lagoon, Fort Pierce, Florida. The SOW is broken down by tasks as outlined below. The project's goal is to receive permission or acknowledgement from both federal and state agencies for the proposed activity. With the goal in mind, we understand that your desire is to have all permitting completed prior to September 15, 2012.

**Scope of Work**

**Task 1 – Engineering and Design**

Objective: To develop a general fishing pier layout plan

Approach: For purposes of this proposal, we will present the Conceptual Design, Preliminary Design and Final Design as distinct efforts. Tetra Tech will participate in a kick-off meeting to create a shared vision of the pier and will prepare a conceptual design following the kick-off meeting. The conceptual design will be submitted to FDEP and the USACE in order to begin the permitting process. Tetra Tech will utilize the conceptual design as the basis to begin the preliminary design. The preliminary design will incorporate the necessary engineering and structural components required to build a safe sturdy structure. The final design will incorporate all the environmental and structural components required for construction.

Deliverable: Conceptual, Preliminary, and Final Design documents

**Task 2 – Permitting**

Tetra Tech will coordinate pre-application meetings with regulatory agencies for the project. The Tetra Tech staff will coordinate with the permitting agencies as necessary including Florida Department of Environmental Protection and the US Army Corps of Engineers. The meetings will be held at agency offices in order to accommodate their staff. Additional meetings with wildlife agencies (NOAA and FWS) and commenting agencies will also be planned and coordinated as needed. The task will include up to 3 meetings with agency staff.

Based on Tetra Tech's evaluation of the proposed scale, environmental features and location of this Project, Tetra Tech **does not** expect the agencies to require benthic resource or seagrass

759 S. Federal Highway, Suite 314, Stuart, FL 34994  
Tel: 772.781.3400 Fax: 772.781.3411  
www.tetrattech.com

10/16 Rpa. Started need 1 min. Approval

mapping efforts. If resource surveys are required, Tetra Tech will coordinate with the City to provide these additional services.

**Task 3 – Geotechnical Evaluation**

Objective: Provide necessary data for the structural analysis of the pier.

Approach: A geotechnical investigation of the sediments to determine vertical and lateral load capacities for piling systems in the fishing pier area. Assuming the bottom is composed of medium to hard sand, no further testing will be required beyond the basic property tests. If silts or clays underlie the sand veneer, these will be tested for bearing capacity and consolidation. For budgeting purposes, the total number of 4 borings will be assumed. Each tested for basic soil properties, bearing capacity and consolidation. Alternately, re-usable test piles may be driven and field-tested for lateral loading capacity.

Deliverable: Geotechnical Investigation Report including sampling and analysis documentation, results, conclusions and recommendations of design parameter values for the fishing pier.

**Summary of Costs and Schedule**

Tetra Tech is confident that we can provide you with the highest possible work. The estimates are based upon prior experience with similar projects concerning environmental permitting.

All tasks will be billed monthly based on the projected time and materials not to exceed to proposed budgets.

<u>Task</u>	<u>Description</u>	<u>Budget Not to Exceed</u>
Tasks 1	Engineering and Design	\$22,308
Task2	Permitting	\$10,643
Task 3	Geotechnical Exploration	No budget has been established at this time

If you have any questions, please do not hesitate to contact me.

Sincerely Submitted,



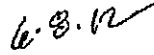
Brian Proctor  
Sr. Project Manager

**Proposal Acceptance:**

We will consider our receipt of this signed proposal and signed Terms and Conditions as our notice to proceed with the tasks identified above.



\_\_\_\_\_  
Jon Ward



\_\_\_\_\_  
Date

RESOLUTION NO. 12-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, FOR ASSISTANCE 2012 UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR PUBLIC FISHING PIER AND FISH CLEANING STATION ON MELODY LANE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce is interested in carrying out the following described project for the enjoyment of the citizenry of Fort Pierce and the State of Florida:

PROJECT TITLE: Public Fishing Pier and Fish Cleaning Station on Melody Lane

TOTAL ESTIMATED COST: \$517,880

BRIEF DESCRIPTION OF PROJECT: Funding from this grant award will help design and construct a public fishing pier and fish cleaning station at the south end of Melody Lane. The ADA-accessible fishing pier and fish cleaning station will reduce the recurrent damage to the surrounding seawall and the mutilation of surrounding trees and landscaping from anglers and spectators, will decrease the risk of wildlife strangulation from fish carcasses, and will protect the marine environment from nutrient overload.

AND, WHEREAS, Florida Inland Navigation District financial assistance is required for the program mentioned above.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, that the project described above be authorized.

AND, BE IT FURTHER RESOLVED that said City of Fort Pierce make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said City of Fort Pierce.

AND, BE IT FURTHER RESOLVED by the City of Fort Pierce that it certifies to the following:


1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Fort Pierce\_ for public use.

all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.


5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 19th day of March, 2012.

  
Robert J. Benton III, Mayor

ATTEST:

  
Cassandra Steele, City Clerk

(CITY SEAL)

**City Commission Regular Meeting**

**Agenda Item # 9. d.**

**Meeting Date:** 02/18/2014

**Re:** State of Florida, Office of the Attorney General - Victim of Crime Act (VOCA) Grant

**Submitted For:** Sean Baldwin, Chief of Police, Police Department

---

**SUBJECT:**

Approval to submit and acceptance of the State of Florida, Office of the Attorney General - Victim of Crime Act (VOCA) Grant 2014-2015 with a total award amount of \$52,028.

**SUMMARY:**

The Police Department requests approval to submit and accept the 2014-2015 VOCA Grant from the State of Florida, Office of the Attorney General in the amount of \$52,028. The VOCA grant provides 80% funding to support victim assistance services. The balance is required in a cash match of \$10,802 (see fiscal impact statement).

The Police Department intends to utilize funds to sustain the salary and benefits costs for a full-time Victims Advocate. The police department has provided this service through this funding source for 8 years.

**RECOMMENDATION:**

Approve the request.

**ALTERNATIVES:**

None.

**RESPONSIBLE STAFF:**

Deputy Chief Frank J. Amandro, Support Services Bureau.

**COORDINATED WITH:**

Jackie Esposito, Program and Grant Coordinator.

Stephanie Smith, Fiscal Manager.

Lt. Chris Bender, Support Services Bureau.

---

**Fiscal Impact**

**Budgeted Y/N:** N

**Fiscal Year:** 2015

**Account:** 101.3005.521.1010

**Amount:** 10802

**OTHER INFORMATION:**

A local cash match of \$10,802 is required. The FY 2015 Budget has not yet been approved; therefore, the cash match has not yet been budgeted. However, this project has been funded for the last 8 years and will require no additional new funding.

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## Attachments

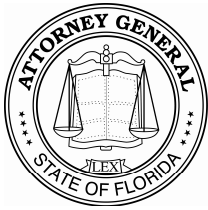
### VOCA Notice of Availability

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#### Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Jennifer Robinson	02/10/2014 09:32 AM
Finance Department	Gloria Johnson	02/10/2014 01:42 PM
City Manager	Robert Bradshaw	02/10/2014 03:43 PM
Form Started By: Jacquelyn Esposito		Started On: 01/28/2014 10:14 AM
Final Approval Date: 02/10/2014		



**PAM BONDI**  
**ATTORNEY GENERAL**  
**STATE OF FLORIDA**

**OFFICE OF THE ATTORNEY GENERAL**  
Division of Victim Services and Criminal Justice  
Programs

PL-01 The Capitol  
Tallahassee, FL 32399-1050  
Phone (850) 414-3300 Fax (850) 487-3013  
<http://www.myfloridalegal.com>

December 2013

## **NOTICE OF AVAILABILITY** **VOCA Grant Funds**

**Announcement:** The Office of the Attorney General (OAG) is pleased to announce the anticipated availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of VOCA grant funds is to support the provision of services to victims of crime. Services are defined as those efforts that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and provide victims of crime with a measure of safety and security. Eligibility to apply for VOCA funds is limited to victim assistance programs administered by state or local government agencies or not-for-profit corporations registered in Florida, or a combination thereof. The funding cycle for the VOCA grant funds under this notice is October 1, 2014, through September 30, 2015.

**Application and Deadline:** Organizations may participate in the annual competitive grant process which involves submission of an application followed by an application review. Applications must be submitted using the Subgrantee Technology Automated Resource System (STARS) which can be accessed at <http://STARS.myfloridalegal.com>. **The STARS website will be available to the public on January 6, 2014.** STARS is a new web-based grant management system that replaces the paper application process used for VOCA grants previously.

The Office of the Attorney General will offer STARS technical assistance workshops throughout the state. Applicant agencies are strongly encouraged to send employees responsible for grant applications to one of the workshops. Workshops will be provided in the following cities:

Tallahassee	1/9/2014	9:30 a.m. and 1:30 p.m.
West Palm Beach	1/13/2014 and 1/14/2014	9:30 a.m. and 1:30 p.m. daily
Ft. Lauderdale	1/15/2014	9:30 a.m. and 1:30 p.m.
Miami	1/16/2014	9:30 a.m. and 1:30 p.m.
Pensacola	1/22/2014 and 1/23/2014	9:30 a.m. and 1:30 p.m. daily
Ft. Myers	1/28/2014 and 1/29/2014	9:30 a.m. and 1:30 p.m. daily
Tampa	1/30/2014	9:30 a.m. and 1:30 p.m.
Orlando	2/4/2014 and 2/5/2014	9:30 a.m. and 1:30 p.m. daily
Jacksonville	2/6/2014 and 2/7/2014	9:30 a.m. and 1:30 p.m. daily

**Due to limited seating pre-registration is required for all STARS technical assistance workshops.** Contact the Bureau of Advocacy and Grants Management at 850-414-3380 to register for a workshop or for technical assistance completing the grant application.

The deadline for applying for a VOCA grant under this notice is **no later than 5:00 p.m.** Eastern Standard Time on **Friday, February 28, 2014.** Paper applications will not be accepted, only electronic submissions using the STARS system will be allowed.

**City Commission Regular Meeting**

**Agenda Item # 9. e.**

**Meeting Date:** 02/18/2014

**Re:** Florida Department of Health - Emergency Medical Services (EMS) Matching Grant 2014-2015

**Submitted For:** Sean Baldwin, Chief of Police, Police Department

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**SUBJECT:**

Approval to submit and acceptance of the Florida Department of Health - Emergency Medical Services (EMS) Matching Grant 2014-2015 for a total project cost of \$8,000.

**SUMMARY:**

The Police Department requests approval to submit and accept the 2014-2015 EMS Matching Grant from the Florida Department of Health in the amount of \$8,000. The Florida Department of Health will provide 75% (\$6,000) funding to projects that improve or expand emergency medical services and there is a 25% (\$2,000) local match requirement.

The Police Department intends to use the EMS Matching Grant funds to purchase Emergency Medical Pouches (advanced first aid equipment) and Advanced First Aid Training for road patrol officers. This equipment and training will enable officers to provide on-scene emergency medical care to officers and civilians in need, especially victims of life threatening injuries including gunshot wounds and other traumatic penetrating injuries. The ability for officers to provide stabilizing first aid to survivors until they can be transitioned to paramedics can save lives and reduce the severity of injuries.

**RECOMMENDATION:**

Approve the request.

**ALTERNATIVES:**

None.

**RESPONSIBLE STAFF:**

Deputy Chief Frank J. Amandro, Support Services Bureau.

**COORDINATED WITH:**

Jackie Esposito, Program and Grant Coordinator.  
Stephanie Smith, Fiscal Manager.  
Lt. Chris Bender, Support Services Bureau.

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2015  
**Account:** 101.3005.521.4990

**Amount:** \$2,000

**OTHER INFORMATION:**

Total project cost is \$8,000, which includes grant funding of \$6,000, and a local cash match not to exceed \$2,000. The FY 2015 Budget has not yet been approved; therefore, the cash match has not yet been budgeted. However, the police department has sufficient resources to fund this project with no additional new funding.

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**Attachments**

2015 EMS Matching Grant

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Jennifer Robinson	02/10/2014 09:33 AM
Finance Department	Gloria Johnson	02/10/2014 01:48 PM
City Manager	Robert Bradshaw	02/10/2014 03:51 PM
Form Started By: Jacquelyn Esposito		Started On: 01/28/2014 10:46 AM
Final Approval Date: 02/10/2014		

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Rick Scott**  
Governor

**John H. Armstrong, MD, FACS**  
State Surgeon General & Secretary

**Vision:** To be the Healthiest State in the Nation

**ANNOUNCEMENT: APPLY FOR FLORIDA EMERGENCY MEDICAL SERVICES (EMS) MATCHING GRANTS BEGINNING NOVEMBER 15, 2013. FLORIDA EMS MUST RECEIVE YOUR APPLICATION BY FEBRUARY 28, 2014, 4:00 P. M. EASTERN STANDARD TIME**

You can request any amount. Over the past three years, this grant program awarded 167 projects a total of \$7.3 million in state funds.

You may submit more than one application but each original and its four copies must be distinguishable if sent in one package. For each request, send your completed; (A) original paper application and (B) Request for Grant Fund Distribution Form, and (C) four copies, to **ONE** of the following addresses. We will not accept applications via facsimile (fax) or e-mail attachment.

Mailing Address	Physical Address
<b>EMS MATCHING GRANTS</b> Attn: Alan Van Lewen DOH EMS Program, Grants 4052 Bald Cypress Way, A-22 Tallahassee, FL 32399-1722	<b>EMS MATCHING GRANTS</b> Attn: Alan Van Lewen DOH EMS Program, Grants 4042 Bald Cypress Way, 2nd Floor Tallahassee, Florida 32399-1748

Optional: In your application package cover letter, you may request to be, or recommend a person to be, a reviewer of grant applications. Reviewers will not evaluate applications in which they have, or may appear to have, an interest in the outcome.

The application form is the same used last year, and you can obtain it and the below items on the state EMS grant website or from state EMS grant staff. <http://www.floridahealth.gov/provider-and-partner-resources/ems-grants/index.html>

Application Form Facts	Application Form in Word	Application Form with Fields in Word
Eligibility of Organizations and Projects	Scoring Tips	Two Types of Matching Grants

For your requests, questions, or assistance: telephone (850) 245-4440, extensions 2734, or 2782, or 2773, fax (850) 488-2512, or e-mail [alan.vanlewen@flhealth.gov](mailto:alan.vanlewen@flhealth.gov). However, Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communications may, therefore, be subject to disclosure (section 668.6076, *Florida Statutes*).

The Department of Health, EMS Program in the best interests of the state reserves the right to give awards, to reduce budgets, and to reject any and all applications.

**Florida Department of Health**

Bureau of Emergency Medical Oversight, EMS Program  
 4052 Bald Cypress Way, Bin A-22 • Tallahassee, FL 32399-1722  
 PHONE: (850) 245-4440, Ext. 2734 • FAX (850) 245-4378

**www.FloridasHealth.com**

TWITTER:HealthyFLA  
 FACEBOOK:FLDepartmentofHealth  
 YOUTUBE: fido



**EMS MATCHING GRANT APPLICATION**

**FLORIDA DEPARTMENT OF HEALTH  
Emergency Medical Services Program**

**Complete all items unless instructed differently within the application**

**Type of Grant Requested:**  Rural  Matching

**ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) \_\_\_\_\_**

1. <u>Organization Name:</u>	
2. <u>Grant Signer:</u> (The applicant signatory who has authority to sign contracts, grants, and other legal documents. This individual must also sign this application)	
Name:	
Position Title:	
Address:	
City:	County:
State: Florida	Zip Code:
Telephone:	Fax Number:
E-Mail Address:	

3. <u>Contact Person:</u> (The individual with direct knowledge of the project on a day-to-day basis and responsibility for the implementation of the grant activities. This person may sign project reports and may request project changes. The signer and the contact person may be the same.)	
Name:	
Position Title:	
Address:	
City:	County:
State: Florida	Zip Code:
Telephone:	Fax Number:
E-Mail Address:	

4. Legal Status of Applicant Organization (Check only one response):

- (1)  Private Not for Profit [Attach documentation-501 (3) ©]
- (2)  Private For Profit
- (3)  City/Municipality/Town/Village
- (4)  County
- (5)  State
- (6)  Other (specify): \_\_\_\_\_

5. Federal Tax ID Number (Nine Digit Number). VF \_\_\_\_\_

6. EMS License Number: \_\_\_\_\_ Type: Transport Non-transport Both

7. Number of permitted vehicles by type: \_\_\_\_\_ BLS; \_\_\_\_\_ ALS Transport; \_\_\_\_\_ ALS non-transport.

8. Type of Service (check one):  Rescue;  Fire;  Third Service (County or City Government, nonfire);  Air ambulance;  Fixed wing;  Rotowing;  Both;  Other (specify) \_\_\_\_\_.

9. Medical Director of licensed EMS provider: If this project is approved, I agree by signing below that I will affirm my authority and responsibility for the use of all medical equipment and/or the provision of all continuing EMS education in this project. **[No signature is needed if medical equipment and professional EMS education are not in this project.]**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print/Type: Name of Director \_\_\_\_\_

FL Med. Lic. No. \_\_\_\_\_

Note: All organizations that are not licensed EMS providers must obtain the signature of the medical director of the licensed EMS provider responsible for EMS services in their area of operation for projects that involve medical equipment and/or continuing EMS education.

**If your activity is a research or evaluation project, omit Items 10, 11, 12, 13, and skip to Item Number 14. Otherwise, proceed to Item 10 and the following items.**

10. Justification Summary: Provide on no more than three one sided, double spaced pages a summary addressing this project, covering each topic listed below.

- A) Problem description (Provide a narrative of the problem or need);
- B) Present situation (Describe how the situation is being handled now);
- C) The proposed solution (Present your proposed solution);
- D) Consequences if not funded (Explain what will happen if this project is not funded);
- E) The geographic area to be addressed (Provide a narrative description of the geographic area);
- F) The proposed time frames (Provide a list of the time frame(s) for completing this project);
- G) Data Sources (Provide a complete description of data source(s) you cite);
- H) Statement attesting that the proposal is not a duplication of a previous effort (State that this project doesn't duplicate what you've done on other grant projects under this grant program).

**Next, only complete one of the following: Items 11, 12, or 13. Read all three and then select and complete the one that pertains the most to the preceding Justification Summary. Note that on all three, that before-after differences for emergency victim data are the highest scoring items on the Matching Grants Evaluation Worksheet used by reviewers to evaluate your application form.**

11. Outcome For Projects That Provide or Effect Direct Services To Emergency Victims: This may include vehicles, medical and rescue equipment, communications, navigation, dispatch, and all other things that impact upon on-site treatment, rescue, and benefit of emergency victims at the emergency scene. Use no more than two additional one sided, double-spaced pages for your response. Include the following.

- A) Quantify what the situation has been in the most recent 12 months for which you have data (include the dates). The strongest data will include numbers of deaths and injuries during this time.
- B) In the 12 months after this project's resources are on-line, estimate what the numbers you provided under the preceding "(A)" should become.
- C) Justify and explain how you derived the numbers in (A) and (B), above.
- D) What other outcome of this project do you expect? Be quantitative and explain the derivation of your figures.
- E) How does this integrate into your agency's five year plan?

12. Outcome For Training Projects: This includes training of all types for the public, first responders, law enforcement personnel, EMS and other healthcare staff. Use no more than two additional one sided, double-spaced pages for your response. Include the following:

- A) How many people received the training this project proposes in the most recent 12 month time period for which you have data (include the dates).
- B) How many people do you estimate will successfully complete this training in the 12 months after training begins?
- C) If this training is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the training and project what the data should be in the 12 months after the training.
- D) Explain the derivation of all figures.
- E) How does this integrate into your agency's five year plan?

13. Outcome For Other Projects: This includes quality assurance, management, administrative, and other. Provide numeric data in your responses, if possible, that bear directly upon the project and emergency victim deaths, injuries, and/or other data. Use no more than two additional one sided, double-spaced pages for your response. Include the following.

- A) What has the situation been in the most recent 12 months for which you have data (include the dates)?
- B) What will the situation be in the 12 months after the project services are on-line?
- C) If this project is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the project and what the data should be in the 12 months after the project.
- D) Explain the derivation of all numbers.
- E) How does this integrate into your agency's five year plan?

**Skip Item 14 and go to Item 15, unless your project is research and evaluation and you have not completed the preceding Justification Summary and one outcome item.**

14. Research and Evaluation Justification Summary, and Outcome: You may use no more than three additional one sided, double spaced pages for this item.

- A) Justify the need for this project as it relates to EMS.
- B) Identify (1) location and (2) population to which this research pertains.
- C) Among population identified in 14(B) above, specify a past time frame, and provide the number of deaths, injuries, or other adverse conditions during this time that you estimate the practical application of this research will reduce (or positive effect that it will increase).
- D) (1) Provide the expected numeric change when the anticipated findings of this project are placed into practical use.  
(2) Explain the basis for your estimates.
- E) State your hypothesis.
- F) Provide the method and design for this project.
- G) Attach any questionnaires or involved documents that will be used.
- H) If human or other living subjects are involved in this research, provide documentation that you will comply with all applicable federal and state laws regarding research subjects.
- I) Describe how you will collect and analyze the data.

**ALL APPLICANTS MUST COMPLETE ITEM 15.**

15. Statutory Considerations and Criteria: The following are based on s. 401.113(2)(b) and 401.117, F.S. Use no more than one additional double spaced page to complete this item. Write N/A for those things in this section that do not pertain to this project. Respond to all others.

Justify that this project will:

- A) Serve the requirements of the population upon which it will impact.
- B) Enable emergency vehicles and their staff to conform to state standards established by law or rule of the department.
- C) Enable the vehicles of your organization to contain at least the minimum equipment and supplies as required by law, rule or regulation of the department.
- D) Enable the vehicles of your organization to have, at a minimum, a direct communications linkup with the operating base and hospital designated as the primary receiving facility.
- E) Enable your organization to improve or expand the provision of:
  - 1) EMS services on a county, multi county, or area wide basis.
  - 2) Single EMS provider or coordinated methods of delivering services.
  - 3) Coordination of all EMS communication links, with police, fire, emergency vehicles, and other related services.

16. Work activities and time frames: Indicate the major activities for completing the project (use only the space provided). Be reasonable, most projects cannot be completed in less than six months and if it is a communications project, it will take about a year. Also, if you are purchasing certain makes of ambulances, it takes at least nine months for them to be delivered after the bid is let.

<b>Work Activity</b>	<b>Number of Months After Grant Starts</b>	
	<u>Begin</u> _____	<u>End</u> _____

17. County Governments: If this application is being submitted by a county agency, describe in the space below why this request cannot be paid for out of funds awarded under the state EMS county grant program. Include in the explanation why any unspent county grant funds, which are now in your county accounts, cannot be allocated in whole or part for the costs herein.

18. <u>Budget:</u>		
<b>Salaries and Benefits:</b> For each position title, provide the amount of salary per hour, FICA per hour, fringe benefits, and the total number of hours.	<b>Costs</b>	<b>Justification:</b> Provide a brief justification why each of the positions and the numbers of hours are necessary for this project.
TOTAL:	<b><u>\$ 0.00</u></b>	Right click on 0.00 then left click on "Update Field" to calculate Total

<b>Expenses:</b> These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature, <u>excluding</u> expenditures classified as operating capital outlay (see next category).	<b>Costs:</b> List the price and source(s) of the price identified.	<b>Justification:</b> Justify why each of the expense items and quantities are necessary to this project.
TOTAL:	<b><u>\$ 0.00</u></b>	Right click on 0.00 then left click on "Update Field" to calculate Total



19. Certification:

My signature below certifies the following.

I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief all of the statements contained herein and on any attachments are true, correct, complete, and made in good faith.

I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, F.S. when received by the Florida Bureau of EMS. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07, F.S., effective after opening by the Florida Bureau of EMS.

I accept that in the best interests of the State, the Florida Bureau of EMS reserves the right to reject or revise any and all grant proposals or waive any minor irregularity or technicality in proposals received, and can exercise that right.

I, the undersigned, understand and accept that the Notice of Matching Grant Awards will be advertised in the *Florida Administrative Weekly*, and that 21 days after this advertisement is published I waive any right to challenge or protest the awards pursuant to Chapter 120, F.S.

I certify that the cash match will be expended between the beginning and ending dates of the grant and will be used in strict accordance with the content of the application and approved budget for the activities identified. In addition, the budget shall not exceed the department, approved funds for those activities identified in the notification letter. No funds count towards satisfying this grant if the funds were also used to satisfy a matching requirement of another state grant. All cash, salaries, fringe benefits, expenses, equipment, and other expenses as listed in this application shall be committed and used for the activities approved as a part of this grant.

Acceptance of Terms and Conditions: If awarded a grant, I certify that I will comply with all of the above and also accept the attached grant terms and conditions and acknowledge this by signing below.

\_\_\_\_\_  
Signature of Authorized Grant Signer  
(Individual Identified in Item 2)

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM / DD / YY

**FLORIDA DEPARTMENT OF HEALTH  
EMS GRANT PROGRAM**

**REQUEST FOR GRANT FUND DISTRIBUTION**

In accordance with the provisions of Section 401.113(2)(b), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

**DOH Remit Payment To:**

Name of Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Federal Identification Number \_\_\_\_\_

Authorized Agency Official: \_\_\_\_\_

Signature

Date

\_\_\_\_\_  
Type Name and Title

*Sign and return this page with your application to:*

*Florida Department of Health  
EMS Program, Grants  
4052 Bald Cypress Way, Bin A-22  
Tallahassee, Florida 32399-1722*

**Do not write below this line. For use by Bureau of Emergency Medical Services personnel only**

Grant Amount For State To Pay: \$ \_\_\_\_\_ Grant ID Code: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Signature of State EMS Grant Officer Date

State Fiscal Year: 2013 - 2014

<u>Organization Code</u>	<u>E.O.</u>	<u>OCA</u>	<u>Object Code</u>
64-61-70-30-000	03	SF003	750000

Federal Tax ID: VF \_\_\_\_\_

Grant Beginning Date: \_\_\_\_\_ Grant Ending Date: \_\_\_\_\_

**City Commission Regular Meeting**

**Agenda Item # 9. f.**

**Meeting Date:** 02/18/2014

**Re:** Florida Department of Transportation Highway Safety Grant 2014-2015

**Submitted For:** Sean Baldwin, Chief of Police, Police Department

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**SUBJECT:**

Approval to submit and acceptance of the Florida Department of Transportation Highway Safety Grant 2014-2015 in the amount of \$37,000.

**SUMMARY:**

The Police Department requests approval to submit and accept the 2014-2015 Florida Department of Transportation (FLDOT) Highway Safety Grant in the amount of \$37,000. There is no cash match requirement.

The FLDOT's Highway Safety Grant program provides 100% funding to projects that address a range of traffic safety problem areas with the goal of reducing traffic crashes, deaths and injuries.

The Police Department proposes to utilize funds to expand our Aggressive Driving and Safety Belt Enforcement Programs by using funding to pay for officer overtime, educational materials, speed detection equipment and speed trailers.

**RECOMMENDATION:**

Approve the request.

**ALTERNATIVES:**

None.

**RESPONSIBLE STAFF:**

Deputy Chief Frank J. Amandro, Support Services Bureau.

**COORDINATED WITH:**

Jackie Esposito, Program and Grant Coordinator.

Stephanie Smith, Fiscal Manager.

Lt. Chris Bender, Support Services Bureau.

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2015  
**Account:** 101.3005.521.6410  
**Amount:** 0

**OTHER INFORMATION:**

The Highway Safety Grant program is 100% funded by the Florida Department of Transportation. There is no local match requirement.

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**Attachments**

2015 Highway Safety Grant

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Jennifer Robinson	02/10/2014 09:34 AM
Finance Department	Gloria Johnson	02/10/2014 01:49 PM
City Manager	Robert Bradshaw	02/10/2014 03:41 PM
Form Started By: Jacquelyn Esposito		Started On: 02/05/2014 09:16 AM
Final Approval Date: 02/10/2014		

**FY2015**

**Highway Safety  
Concept Paper  
Instructions**



Florida Department of Transportation  
Safety Office  
Highway Safety Grant Program

*Revised 02/2014*

# Highway Safety Concept Paper Instructions

## Introduction

The Florida Department of Transportation Safety Office (FDOT) funds subgrants that address traffic safety priority areas that include Impaired Driving, Police Traffic Services, Speed and Aggressive Driving, Roadway Safety, Occupant Protection, Child Passenger Safety, Pedestrian and Bicycle Safety, Motorcycle Safety, Traffic Records, and Community Traffic Safety. Subgrants may be awarded for assisting in addressing traffic safety deficiencies, expansion of an ongoing activity, or development of a new program.

## Agencies Eligible to Receive FDOT Funding

Government agencies, political “subdivisions” of the state, local city and county government agencies, state colleges and state universities, school districts, fire departments, public emergency services providers, and certain qualified non-profit organizations are eligible to receive FDOT funding.

## Qualified Non-Profit Organizations

Chapter 14-98, Florida Administrative Code, requires non-profit organizations to provide their “**Certificate of Status**” from the **Florida Department of State, Division of Corporations**, verifying their not-for-profit status when submitting their concept paper. The “**Consumer’s Certificate of Exemption**” from the **Florida Department of Revenue** or a letter from the Department of the Treasury confirming Section 501(c)(3) status **is not sufficient to meet this requirement**.

**If the non-profit organization’s project is selected for funding, it must provide a financial statement showing the establishment of a special account designated for project activities, which contains funds equal to or greater than the amount of the subgrant award.**

## Funding Restrictions

Replacement of existing program expenditures, program maintenance, research, rehabilitation, and construction are not allowable costs. Other unallowable costs are dealt with on a project-by-project basis.

## **Project Funding Period**

Subgrants are administered on a federal fiscal year basis (October 1 – September 30). Funding is approved on a yearly basis, and agencies can be funded for a maximum of three consecutive years in a given traffic safety priority area. (Projects that FDOT determines are statewide activities may be funded for a longer period of time).

Subgrants are intended to provide seed money to start new programs. Projects should become self-sufficient when subgrant funding terminates. To promote self-sufficiency, agencies are expected to provide a local match when funding for personnel is included in second and third year projects. The local match is normally 25% for second year projects and 50% for third year projects.

## **Selection Criteria**

The FDOT Safety Office reviews all Highway Safety Concept Papers for compliance with state and federal regulations. Concept papers that comply with these regulations are prioritized using the following criteria:

- Does the concept paper request satisfy a specific traffic safety need identified by the Safety Office?
- Does the agency making the funding request serve a city/county ranked in the top 25% of its population group for the program area in which funds are being requested?
- Does the crash data supplied in the concept paper's "Statement of the Problem" document an existing traffic safety problem. (Citation data and survey results can also be used to document the problem.)
- Are the goals and objectives of the concept paper consistent with the goals of the Safety Office?
- How does this request for funding tie into the Strategic Highway Safety Plan?
- If the agency was funded in the past, did it submit reports and financial paperwork on a timely basis and implement the activities that were detailed in the subgrant agreement.

## **Notification**

The FDOT Safety Office will send a letter of receipt to the head of the agency when a concept paper is received. All concept papers are reviewed and prioritized between April and July, and the head of each agency will be notified in August as to whether the concept paper was selected for inclusion in the annual highway safety plan. Agencies that are selected to be included in the annual highway safety plan will receive instructions on how to complete their Subgrant Application for Highway Safety Funds.

## **FDOT Funded Traffic Safety Priority Areas**

**Alcohol (Impaired Driving)** – Includes impaired driving, youth alcohol programs, and community prevention/intervention programs. Concept papers should include one or more of the following activities: specialized enforcement, education, training, and public information efforts. Concepts including overtime enforcement efforts should utilize [Countermeasures That Work](#). Items eligible for funding under this category may include but are not limited to: in-car video systems, public awareness materials, and DUI checkpoint equipment, including trailers, light towers, traffic cones, arrow boards, and generators.

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**Police Traffic Services** – Includes training programs related to traffic enforcement, crash investigation equipment, and general traffic safety equipment. It may also include comprehensive traffic programs (a combination of traffic programs in one grant). Concept papers should address traffic enforcement training needs.

Items eligible for funding under this category may include: registration fees and equipment for training. Travel expenses and per diem to attend training activities are not normally funded.

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**Speed Control (Aggressive Driving)** – Includes speeding, aggressive driving, red light running, and other traffic enforcement activities. Concept papers should address specialized enforcement, education, and public information efforts.

Items eligible for funding under this category may include: speed measuring devices, radar display trailers, and public awareness materials.

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**Roadway Safety** – Includes efforts to assist public works agencies (city and county) and engineering departments in providing a safe environment for the growing traffic volume.

Concept papers should correlate crashes with traffic volumes and recommend remedial action.

Items eligible for funding under this category may include: reflectometers, sign-making equipment, striping machines, and computers for maintaining roadway databases.

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**Occupant Protection/Child Passenger Safety** – Includes safety belt use awareness, safety belt enforcement, special needs, teens, minority programs, and other education programs. This area also includes establishing or expanding child passenger safety inspection stations, child passenger safety awareness training, school bus safety, special needs training, and other child passenger safety programs. Concept papers should address education, training, enforcement, surveys, and public information efforts.

Items eligible for funding under this category may include: educational materials, survey materials, child passenger safety trailers, and public awareness materials.

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**Pedestrian and Bicycle Safety** – Includes programs to increase safety awareness and skills among pedestrians, bicyclists, and motorists sharing the road. Concept papers should address education, training, enforcement, surveys, and public information efforts. Items eligible for funding under this category may include: public awareness materials, bicycle skills courses, and training for professionals involved with all aspects of pedestrian and bicycle safety.

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**Motorcycle Safety** – Includes programs to increase safety awareness and skills among motorcyclists. Concept papers should address specialized enforcement, education, training, and public information efforts.

Items eligible for funding under this category may include: equipment for training, educational materials, and public awareness materials,

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**Traffic Records** - Includes the addition of crash, citation, roadway and EMS data to electronic record management systems, the development of comprehensive highway safety information systems, and the automation of analytical processes.

The Safety Office has fund the development of TraCS software at the FAMU/FSU College of Engineering. TraCS software includes the uniform citation form, DUI citation form, DUIpak, long and short form crash reports, and the update/continuation form. This software is available at no charge to all Florida law enforcement agencies. As a result, the Safety Office does not provide funding support for proprietary crash and citation software. The Safety Office will continue to support the maintenance and upgrade of TraCS software and training activities for agencies that implement TraCS.

Items eligible for funding under this category may include: computer software (other than citation and crash form software) and hardware needed to implement TraCS or traffic records management systems.

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**Community Traffic Safety** - Includes traffic safety programs identified by local communities that address crash problems, establish priorities, and develop appropriate intervention techniques. Concept papers should include education, surveys, or public information efforts.

Items eligible for funding under this category may include: educational materials and public awareness materials.



## Highway Safety Concept Paper Guidelines

Applying for Federal Highway Safety funds begins with submission of a Highway Safety Concept Paper under the following guidelines:

The Highway Safety Concept Paper must be submitted on the FDOT form 500-065-17a (revised 01/04). The print font used on the form must be no smaller than size 10. The Highway Safety Concept Paper submitted must be no longer than seven pages, including the cover letter from the Head of the Agency requesting funding. The Highway Safety Concept Paper must include the completed Informational Form, Statement of the Problem, Proposed Solution, Objectives, Evaluation, and Budget Form.

Additional pages, documentation, or letters of support will **not be considered**. However, not-for-profit agencies must include their "Certificate of Status" from the Florida Department of State with their Highway Safety Concept Paper.

**A cover letter signed by the head of the agency must be attached to the concept paper. The cover letter must be typed on agency letterhead and must be signed by the head of the agency, stating that the agency head fully supports the proposed project.**

Examples of an agency head: Sheriff, Chief of Police, Fire Chief, University President, County Commission Chairperson, Mayor, or Health Department Director

## Highway Safety Concept Paper Mailing Address

Mail the original concept paper and cover letter to:  
USPS, Fed Ex, UPS, or DHL

**Kenneth L. Ellis  
Traffic Safety Administrator  
Florida Department of Transportation  
Safety Office – Grant Section  
605 Suwannee St., MS 53  
Tallahassee, FL 32399**

## Highway Safety Concept Paper Submission Deadline

Concept papers are accepted from January 1 through March 31 for the next funding cycle. The Safety Office is requesting that concept papers be submitted by **February 28** if possible. Concept papers must be **postmarked no later than March 31** to be considered for funding.

**The FDOT Safety Office will not accept Highway Safety Concept Papers that are postmarked after March 31. Concept papers that are received by fax or e-mail will not be accepted.**

# Highway Safety Concept Paper Format

The Highway Safety Concept Paper must contain the following elements: Informational Form (Page 1), Statement of the Problem, Proposed Solution, Objectives, Evaluation, and Budget Request.

## Informational Form

Complete all of the following items on the Informational Form: Date, County, Agency, Concept Paper Title, Type of Request, Type of Funding, Priority Area of Request, Head of Agency and Project Contact.

## Statement of the Problem

Identify the traffic safety related problem or deficiency that the proposed project is intended to correct. Is the problem identified in the Strategic Highway Safety Plan (SHSP)? (If yes, which emphasis area or priority area does it fall under?) Include crash data and a brief analysis of the data. The three (3) years most recent years of data should be provided and analyzed. When identifying the problem, take into consideration changes or projected changes in population, traffic patterns, and other demographic dynamics that may affect traffic safety. Citation and survey data can also be included in this section.

### Examples:

Provide city or county alcohol-related crash statistics – crashes, injuries and deaths – for the past three years.

Compare local safety belt use rates to statewide rates.

Conduct and report the findings from a local bicycle helmet use survey. Discuss any comparison between your jurisdiction and similar jurisdictions.

Provide three (3) years of enforcement data that reflect the problem. (For example, show the number of citations, arrests, and special operations for your jurisdiction that reflect the problem.)

## Proposed Solution

Explain how your proposed resolution ties into the Strategic Highway Safety Plan and what strategies/action steps you will be implementing to resolve the traffic safety problem(s) that you have identified. Your solution must show a logical relationship to your identified problem. Items in your budget must correlate to your statement of the problem and the proposed solution. Your proposed budget and purchases must also directly relate to solving your problem and implementing your solution.

## Objectives

State the objective(s) of the project. At least some of the objectives must have measurable outcomes, and baseline data should be provided.

### Examples:

- To reduce the number of alcohol-related crashes by 5% in 2013 compared to 206 crashes recorded in 2012 through high visibility enforcement.
- To reduce speed-related crashes in the city by increasing the number of speeding citations issued by 5% in 2012 as compared to the 465 citations issued in 2012.
- To reduce bicycle and pedestrian injuries and fatalities in the city by 5% during 2012 as compared to the 128 injuries reported in 2012 by conducting public awareness programs at local high schools, colleges, and businesses.
- To increase safety belt usage at the county's five high schools to 87% by June 1, 2013, compared to the 76% usage rate determined through observational surveys conducted at the schools between May 1 – May 15, 2012.
- To conduct at least 60 fitting station appointments by September 1, 2013.

## Evaluation

Provide the evaluation component(s) you will utilize to examine the achievement of the program objectives. This in-depth examination of program performance and context allows for an overall assessment of how the program is working and identifies adjustments that may improve results in the future.

Two types of evaluations:

- **Administrative** (or Process)
  - Are we operating effectively?
  - Are we allocating resources appropriately?
  - Are we scheduling staff correctly?
  - Did we do what we planned?
  - How much did we do?
- **Impact**
  - How effective are we?
  - What changes has there been in the data?
  - Did our activities make that change?
  - Are the activities/results worth the cost?

Example:

The department will compare the number of speed-related crashes for the 12 months prior to the start of the project to the number of speed-related crashes for the first 12 months following the start of the project to determine the effectiveness of the program. Each countermeasure used during the project will be reviewed to determine which interventions were most effective in reducing crashes.

## Budget Form

When preparing the proposed budget, care should be taken in estimating costs. Be sure to include tax, delivery, shipping, and set-up costs. Attempt to anticipate increases in costs that may occur between the time the subgrant is proposed and the subgrant start date.

**Subgrant costs must be reasonable and proportional and directly related to the stated problem and proposed solution.**

## Budget Categories

**Personnel Services** - Costs must include the position title, the monthly salary, and percentage applicable to the project. If benefits will be reimbursed, those should be listed. A letter designating the percentage of those benefits will be required if the concept is awarded but are not necessary for the concept paper.

**Contractual Services** - Costs may include work that will be performed by each consultant firm or person secured on contract to work on the project. Do not list affirm, agency, or individual's name. Use descriptive titles such as "Data Consulting" or "Evaluation Services."

**Expenses** - Costs may include direct expenditures, such as bicycle helmets, child safety seats, promotional items, printing, educational materials, travel, portable breath test devices, etc. Do not use brand names. Enter only items that are less than \$1000 per item. However, software is always an expense item, even if it costs more than \$1,000.

**Operating Capital Outlay** – This section is for equipment costing more than \$1000 per item. Enter the estimated dollar amount for equipment that costs more than the agency's established limit for Operating Capital Outlay items. Costs may include speed monitoring trailers, light towers, arrow boards, laser units, computers, and child passenger inspection station trailers. Do not use brand names. Include a separate line item for each piece of equipment that exceeds \$5,000. Items that exceed \$5,000 are considered "nonexpendable property."

**Indirect Costs** - Costs that cannot be charged directly to a project. Indirect costs are an allowable cost and are limited to 10% of the total cost. All indirect cost proposals must be submitted on the Highway Safety Concept Paper form. An agency that requests indirect costs must have adopted an indirect cost policy that conforms to either OMB Circular A-87 or A-122 and must provide a copy to the Safety Office. Indirect costs do not apply to all grants and subgrantees.

## Forms Available on Internet

The Highway Safety Concept Paper form, the Highway Concept Paper Instructions, and Sample Highway Safety Concept Papers are available on the FDOT Safety Office website:

<http://www.dot.state.fl.us/safety/3-Grants/Grants-Home.shtm>

## Suggested Resources

**Traffic Crash Facts:** Florida Department of Highway Safety and Motor Vehicles (DHSMV). Reports from 1994-2010 are available at: <http://www.flhsmv.gov/html/safety.html>

**Highway Safety Matrix:** Florida Department of Transportation. The matrix is available at:

<http://www.dot.state.fl.us/safety/3-Grants/Grants-Home.shtm>

**Fatal Accident Reporting System:** USDOT, National Highway Traffic Safety Administration.

Reports are available at: <http://www.nhtsa.gov/FARS>

**Florida's Integrated Report Exchange System (FIRES):** Analysis tool of crash forms in the state crash form repository. <https://firesportal.com/Pages/Public/Home.aspx>

**City Commission Regular Meeting**

**Agenda Item # 9. g.**

**Meeting Date:** 02/18/2014

**Re:** Settlement

**Submitted For:** Robert Schwerer, City Attorney, City Attorney

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**SUBJECT:**

Approval of Settlement reached in the Harbour Isle Lawsuit

**SUMMARY:**

This litigation is now settled. Commission approval at a duly convened City Commission meeting is required in order to finalize the paperwork. Please reference the attached mediation Settlement Agreement.

**RECOMMENDATION:**

Approval Settlement

**ALTERNATIVES:**

n/a

**RESPONSIBLE STAFF:**

Robert V. Schwerer, City Attorney and Robert J. Bradshaw, City Manager

**COORDINATED WITH:**

n/a

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**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

No fiscal impact

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**Attachments**

Harbour Isle Settlement

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**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 02/11/2014

**Reviewed By**

Robert Bradshaw

**Date**

02/11/2014 10:57 AM

Started On: 02/07/2014 05:17 PM



# CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

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## MEMORANDUM


**TO:** Fort Pierce Mayor & Commissioners  
**FROM:** Robert V. Schwerer, Esq., City Attorney  
**SUBJECT:** Settlement Agreement – Harbour Isle vs. City Litigation  
**DATE:** February 7, 2014

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This litigation is now settled. Commission approval at a duly convened City Commission meeting is required in order to finalize the paperwork. Please reference the attached mediation Settlement Agreement.

All parties to the lawsuit have agreed to end this litigation by dismissing their lawsuits and claims with prejudice, each party to bear their respective fees and costs. Accordingly, the Harbour Isle entities will forgo and dismiss their claim for a refund of approximately \$600,000 in surplus building department permit fees in exchange for the City dismissing its approximate \$430,000 claim against said entities for developer infrastructure improvements required by the site plan. Each party will also execute a full and complete release of claims document.

This office and the City Manager request approval of this settlement.



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Robert V. Schwerer, Esq.  
City Attorney

enclosure

RVS/cf

cc: Robert J. Bradshaw, City Manager  
Nick Mimms, Deputy City Manager  
Linda Cox, City Clerk  
John Andrews, City Engineer

IN THE CIRCUIT COURT OF  
THE 19<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR J. LUCIE  
COUNTY, FLORIDA

Case No. 522608CA  
008769

HAROLD LUCE  
Plaintiff et al

PLAINTIFF(S),

vs.

The State of Florida

DEFENDANT(S).

**SETTLEMENT AGREEMENT AT MEDIATION**

The parties hereto have reached the following agreements in full and complete resolution of the above-styled litigation:

- ~~1. The Defendant(s) agree to pay to the Plaintiff(s) the total sum of \$ \_\_\_\_\_ within \_\_\_\_\_ days of the date of this Agreement.~~
2. The Plaintiff(s) shall <sup>AND DEFENDANTS</sup> ~~dismiss their lawsuit with prejudice.~~ <sup>AGAINST EACH OTHER</sup>
3. The Plaintiff(s) shall <sup>AND DEFENDANT</sup> ~~execute full and complete release(s) of the~~ <sup>EACH OTHER</sup> defendants ~~executing this agreement and all other persons, firms, corporations or other entities in privity with the named releasee(s) at the same time as receiving the payment set forth in Paragraph 1 above, excepting therefrom any first party health, automobile insurance coverage, workmens's compensation coverage or PIP coverage provided by entities other than the named releasee(s).~~

4. The Plaintiff(s) agree to *protect and hold harmless* the released parties from any claims and/or liens and to pay and satisfy out of the settlement proceeds any outstanding claims or liens of any nature including medical expenses, which includes Medicaid and Medicare, that may attach to the settlement proceeds before the balance of the settlement proceeds are disbursed.

5. All parties agree to bear their own costs and fees.

6. This agreement is **final and binding** as of the date and time it is signed by or on behalf of the parties, *EXCEPT AS PROVIDED BELOW.*

7. Other Agreements:

*A) CONTINGENT UPON PLAINTIFF ACCORDING TO TERMS OF SETTLEMENT BY 6:00 PM 2/3/14*

*B) CONTINGENT UPON DEFENDANT OBTAINING BOARD APPROVAL OF SETTLEMENT PER FLORIDA LAW*

*(C) CONTINGENT UPON BOARD APPROVAL WITHIN 20 DAYS*

Done and agreed to on the 3<sup>RD</sup> day of FEBRUARY, 2014 in FT PINE BLUFF, Florida.

M. J. Owen, Trustee  
Plaintiff / OWEN AS TRUSTEE

\_\_\_\_\_  
Defendant/Representative

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant/Representative

[Signature]  
Attorney for Plaintiff

[Signature]  
Attorney for Defendant

\_\_\_\_\_  
Attorney for Defendant

**City Commission Regular Meeting**

**Agenda Item # 10. a.**

**Meeting Date:** 02/18/2014

**Re:** Pinecreek Village Apartments: Future Land Use and Zoning Map  
Amendments - 1110 N 29th Street

**Submitted For:** Rebecca Grohall, Planning & Zoning Manager, Planning & Zoning

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**SUBJECT:**

Ordinance No. 14-003 - Amending the future land use map of the comprehensive plan for property located at 1110 North 29th Street, Pinecreek Village Apartments. FIRST READING

**SUMMARY:**

- Constructed between 1970 and 1971.
- Consists of twelve 8-unit multi-family buildings and one 12-unit multi-family building for total of 108 residential units and a newly constructed club house.
- The Zoning Atlas and Future Land Use Amendment is to reflect the existing density.

**RECOMMENDATION:**

Approve the Zoning Atlas Amendment (Rezoning) and Future Land Use Map Amendment.

**ALTERNATIVES:**

Deny the Zoning Atlas Amendment (Rezoning) and Future Land Use Map Amendment.

**RESPONSIBLE STAFF:**

Clarissa Davis, Planner

**COORDINATED WITH:**

Ryan Sweeney, MSP & Rebecca Grohall, AICP

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**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

No fiscal impact.

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**Attachments**

Cover Page

Staff Report

Zoning Map

Property Record Cards

FLUMA Application  
Planning Board Minutes 11-12-2013  
Ordinance 14-003 Future Land Use

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Robert Bradshaw	02/07/2014 11:28 AM
Form Started By: Clarissa Davis		Started On: 02/06/2014 11:51 AM
Final Approval Date: 02/07/2014		



# CITY OF FORT PIERCE, FLORIDA

## City Commission Meeting

Agenda Item # 79

Commission Meeting February 18, 2014

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**To** : The Honorable Mayor and Members of the City Commission

**Through** : Robert J. Bradshaw, City Manager

**From** : Rebecca Grohall, AICP, Planning Manager

**Re** : **Ordinance No. 14-003 and 14-004**  
**Application for a change in Zoning and Future Land Use**  
**Classification:**  
**Pine Creek Village Apartments - 1110 N 29<sup>th</sup> Street**

**Date** : February 5, 2014

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**ISSUE(S):** Approval of a Future Land Use Map Amendment from RM, Medium Density Residential to RH, High Density Residential and a Zoning Atlas Amendment (Rezoning) from R-4, Medium Density Residential to R-5, High Density Residential.

**SUMMARY:**

- Constructed between 1970 and 1971.
- Consists of twelve 8-unit multi-family buildings and one 12-unit multi-family building for total of 108 residential units and a newly constructed club house.
- The Zoning Atlas and Future Land Use Amendment is to reflect the existing density.

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Approve the Zoning Atlas Amendment (Rezoning) and Future Land Use Map Amendment.

**ALTERNATIVES:** Deny the Zoning Atlas Amendment (Rezoning) and Future Land Use Map Amendment.

**RESPONSIBLE STAFF:** Clarissa Davis, Planner

**ATTACHMENTS:** Staff Report, Future Land Use/ Zoning Map, Property Record Cards, Minutes of the January 14<sup>th</sup> Planning Board Meeting, Applications.



# CITY OF FORT PIERCE

## PLANNING DEPARTMENT

REBECCA GROHALL, AICP, PLANNING MANAGER  
COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW  
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN FORESTRY ♦ ZONING

**TO:** The Honorable Mayor and Members of the City Commission  
**THROUGH:** Rebecca Grohall, AICP, Planning Manager  
**FROM:** Clarissa Davis, Planner  
**SUBJECT:** Pinecreek Village Apartments: Future Land Use and Zoning Map Amendments  
**DATE:** February 4, 2013

### STAFF REPORT

**Owner/Applicant:** SP Pine Creek Village LP  
Mr. Scott Seckinger, Vice President  
2430 Estancia Boulevard, Suite 101  
Clearwater, Florida 33761

**Representative:** Culpepper & Terpening, Inc.  
Mr. Dennis J. Murphy  
2980 South 25<sup>th</sup> Street  
Fort Pierce, Florida 34981

**Requested Action:** Approval of a Future Land Use Map Amendment from RM, Medium Density Residential to RH, High Density Residential and a Zoning Atlas Amendment (Rezoning) from R-4, Medium Density Residential to R-5, High Density Residential in order to reflect the existing density of the site.

**Location:** 1110 North 29<sup>th</sup> Street

**Parcel Ids:** 2404-608-0120-000/9

**Current Future Land Use:** RM, Medium Density Residential

**Proposed Future Land Use:** RH, High Density Residential

**Current Zoning:** R-4, Medium Density Residential

**Proposed Zoning:** R-5, High Density Residential

**Surrounding FLU & Zoning:**

North	East	South	West
RM/R-4	RM/R-4	RL/R-3	RM/R-4

Parcel(s) Size: 6.61 acres  
 Utilities: Within the FPUA Retail Service Area

**Staff Analysis:**

The applicant is requesting the approval of a Future Land Use Map Amendment from RM, Medium Density Residential to RH, High Density Residential and a Zoning Atlas Amendment (Rezoning) from R-4, Medium Density Residential to R-5, High Density Residential.

The subject site was originally constructed between 1970 and 1971 and predated the 1981 Land Development Code. Currently, the site consists of thirteen multi-family buildings and a newly constructed community clubhouse. There are twelve 8-unit multi-family buildings and one 12-unit multi-family building for total of 108 residential units. The site was recently purchased and all thirteen residential structures have been fully renovated with new kitchens, new bathrooms, new roofs and façade improvements. Additionally, considerable site improvements have been completed including enhanced site circulation, landscaping and sidewalk improvements.

Table 1 demonstrates pertinent existing and proposed data for the subject site.

Table 1: Existing and Proposed Site Data

	Existing	Proposed
Zoning	R-4	R-5
Future Land Use (FLU)	RM	RH
Existing Density	16.4 units / acre	16.4 units / acre
Maximum Density Permitted	12 units / acre	18 units / acre

Given the existing density and the current zoning designation of the site, the site is considered to be nonconforming with regard to density. Per Article VII of the City Code, the site could not be rebuilt to its current density should it be damaged or destroyed to an extent amounting to more than 50 percent of the replacement value at the time of damage.

Given the substantial investment that has recently been made in purchasing and improving the site, the owner/applicant would like to protect their investment by amending the Future Land Use designation and the current zoning designation in order to reflect the actual density of the site. Said amendments will allow the owner to have vested rights for the current number of units that are on the ground today. It should be noted that the requested amendments would actually allow 8 additional units, over-and-above the current site density.

Staff has informed the applicant that additional approvals (Site Plan, Design Review, etc.) would be required in order to rebuild the site should it become damaged or destroyed. Furthermore, the applicant has been informed that the site layout and overall style of a replacement project would most likely differ from that of the current configuration.

**TRC Recommendation:**

All affected departments have reviewed and approved the applications. No significant increase in traffic or other impacts to public facilities is expected to be generated by the proposed amendments.

**Planning Board Recommendation:**

At the January 14<sup>th</sup>, 2014 meeting, the Planning Board gave a recommendation of **approval** with the original Staff recommendation with the condition that the property owner shall enter into a Developer's Agreement so as to cap the maximum residential density of the existing parcel at a total of 108 residential units (what currently exists).

During the vote there was a suggestion from a Planning Board member to not place the cap and discussion, however, the vote included the original staff recommendation of including the Developer's Agreement.

**Staff Comments:**

Before an amendment may be approved, the following standards must be satisfied per Section 22-131 of the City Code:

- (1) The amendment is consistent with the comprehensive plan;
- (2) The amendment will not have an adverse affect on the ability of the city to:
  - a. Satisfy land and water use needs; and
  - b. Meet transportation demands and provide community facilities and services; and
- (3) The amendment will promote and protect the public health, safety and general welfare.

As the proposed amendments meet the above standards and as the proposed amendments serve to administratively cure an existing nonconforming situation, Staff recommends that the City Commission **approve without** the condition that the property owner enter into a Developer's Agreement. Without a Developer's Agreement, the maximum density on that parcel would allow for 116 units rather than the 108 units currently existing. Staff's recommendation is that the 8 additional units which would have a minimal impact on the parcel in terms of level of service, and is adequately served by schools, parks, roads, water and wastewater, etc. Additionally, Staff recommends that the Commission approve without the condition of a Developer's Agreement as a business friendly approach.

# Zoning Map



## Legend

- CCCL
- AG1
- AG2.5
- AR-1
- C1
- C2
- C3
- C4
- C5
- C6
- CP1
- E1
- E2
- E3
- I1
- I2
- I3
- OS1
- OS2
- PUD
- PUR
- R1
- R2
- R3
- R4
- R4A
- R5

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 1 of 14  
 Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
 Sec/Town/Range: 05:35S :40E  
 Map ID: 24/05S  
 Zoning: R4

ParcelID: 2404-608-0120-000-9  
 Account #: 16788  
 Use Type: M-F >= 10U  
 City/Cnty: Fort Pierce



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
 Address: 2430 Estancia Blvd Ste 101  
 Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0118	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

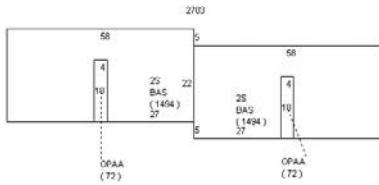
**Assessment 2013**

2013 Final:	3444600
Assessed:	3444600
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	6.66
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	107	SecWall:	-

**Interior Features**

BedRooms:	214	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
ASP2 - ASP2 LOW	Y	1	67000	AV	AV	1971
CNC2 - CONCRETE LOW	Y	1	10500	AV	AV	1971
FEN6 - CHAINLINK 6'	Y	1	1600	AV	AV	1971

**Land Information**

No.	Use Type	Type	Measure	Depth
1	0300-M-F >= 10U	107 -Unit	108	

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 2 of 14  
 Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
 Sec/Town/Range: 05:35S :40E  
 Map ID: 24/05S  
 Zoning: R4

ParcelID: 2404-608-0120-000-9  
 Account #: 16788  
 Use Type: M-F >= 10U  
 City/Cnty: Saint Lucie County



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
 Address: 2430 Estancia Blvd Ste 101  
 Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0118	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

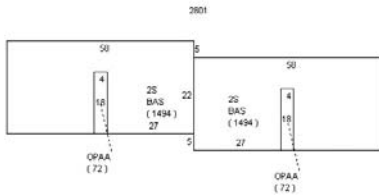
**Assessment 2013**

2013 Final:	3444600
Assessed:	3444600
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

**Interior Features**

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.	No.	Use Type	Type	Measure	Depth
							1	0300-M-F >= 10U	107 -Unit	108	

**Land Information**

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 3 of 14  
Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
Sec/Town/Range: 05:35S :40E  
Map ID: 24/05S  
Zoning: R4

ParcelID: 2404-608-0120-000-9  
Account #: 16788  
Use Type: M-F >= 10U  
City/Cnty: Saint Lucie County



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
Address: 2430 Estancia Blvd Ste 101  
Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0118	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

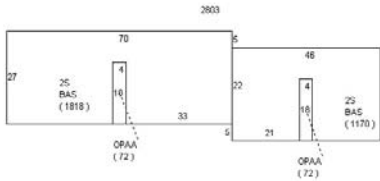
**Assessment 2013**

2013 Final:	3444600
Assessed:	3444600
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

**Interior Features**

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
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**Land Information**

No.	Use Type	Type	Measure	Depth
1	0300-M-F >= 10U	107 -Unit	108	

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 4 of 14  
 Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
 Sec/Town/Range: 05:35S :40E  
 Map ID: 24/05S  
 Zoning: R4

ParcelID: 2404-608-0120-000-9  
 Account #: 16788  
 Use Type: M-F >= 10U  
 City/Cnty: Saint Lucie County



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
 Address: 2430 Estancia Blvd Ste 101  
 Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0118	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

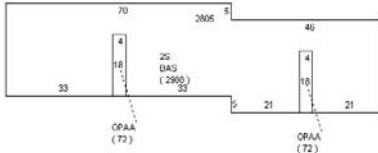
**Assessment 2013**

2013 Final:	3444600
Assessed:	3444600
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

**Interior Features**

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
1						

**Land Information**

No.	Use Type	Type	Measure	Depth
1	0300-M-F >= 10U	107 -Unit	108	

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 5 of 14  
Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
Sec/Town/Range: 05:35S :40E  
Map ID: 24/05S  
Zoning: R4

ParcelID: 2404-608-0120-000-9  
Account #: 16788  
Use Type: M-F >= 10U  
City/Cnty: Saint Lucie County



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
Address: 2430 Estancia Blvd Ste 101  
Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0118	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

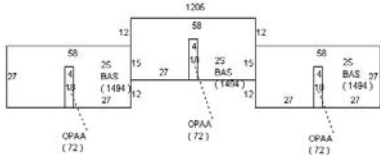
**Assessment 2013**

2013 Final:	3444600
Assessed:	3444600
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	12	SecWall:	-

**Interior Features**

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
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**Land Information**

No.	Use Type	Type	Measure	Depth
1	0300-M-F >= 10U	107 -Unit	108	

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 6 of 14  
Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
Sec/Town/Range: 05:35S :40E  
Map ID: 24/05S  
Zoning: R4

ParcelID: 2404-608-0120-000-9  
Account #: 16788  
Use Type: M-F >= 10U  
City/Cnty: Saint Lucie County



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
Address: 2430 Estancia Blvd Ste 101  
Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0118	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

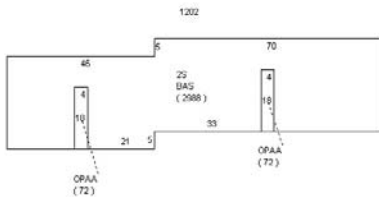
**Assessment 2013**

2013 Final:	3444600
Assessed:	3444600
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

**Interior Features**

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
1						

**Land Information**

No.	Use Type	Type	Measure	Depth
1	0300-M-F >= 10U	107 -Unit	108	

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 7 of 14  
Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
Sec/Town/Range: 05:35S :40E  
Map ID: 24/05S  
Zoning: R4

ParcelID: 2404-608-0120-000-9  
Account #: 16788  
Use Type: M-F >= 10U  
City/Cnty: Saint Lucie County



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
Address: 2430 Estancia Blvd Ste 101  
Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0118	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

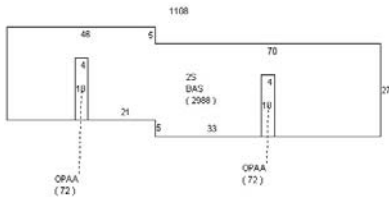
**Assessment 2013**

2013 Final:	3444600
Assessed:	3444600
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

**Interior Features**

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
1						

**Land Information**

No.	Use Type	Type	Measure	Depth
1	0300-M-F >= 10U	107 -Unit	108	

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 8 of 14  
Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
Sec/Town/Range: 05:35S :40E  
Map ID: 24/05S  
Zoning: R4

ParcelID: 2404-608-0120-000-9  
Account #: 16788  
Use Type: M-F >= 10U  
City/Cnty: Saint Lucie County



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
Address: 2430 Estancia Blvd Ste 101  
Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0118	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

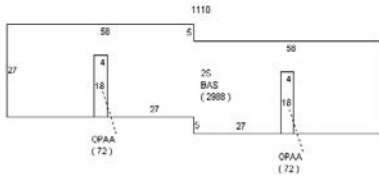
**Assessment 2013**

2013 Final:	3444600
Assessed:	3444600
Ag.Credit:	0
Exempt:	
Taxable:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

**Interior Features**

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.	No.	Use Type	Type	Measure	Depth
							1	0300-M-F >= 10U	107 -Unit	108	

**Land Information**

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 9 of 14  
 Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
 Sec/Town/Range: 05:35S :40E  
 Map ID: 24/05S  
 Zoning: R4

ParcelID: 2404-608-0120-000-9  
 Account #: 16788  
 Use Type: M-F >= 10U  
 City/Cnty: Saint Lucie County



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
 Address: 2430 Estancia Blvd Ste 101  
 Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0118	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

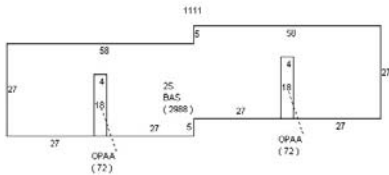
**Assessment 2013**

2013 Final:	3444600
Assessed:	3444600
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

**Interior Features**

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.	No.	Use Type	Type	Measure	Depth
							1	0300-M-F >= 10U	107 -Unit	108	

**Land Information**

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 9 of 14  
 Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
 Sec/Town/Range: 05:35S :40E  
 Map ID: 24/05S  
 Zoning: R4

ParcelID: 2404-608-0120-000-9  
 Account #: 16788  
 Use Type: M-F >= 10U  
 City/Cnty: Saint Lucie County



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
 Address: 2430 Estancia Blvd Ste 101  
 Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0118	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

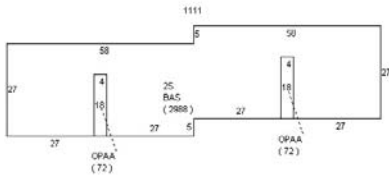
**Assessment 2013**

2013 Final:	3444600
Assessed:	3444600
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

**Interior Features**

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.	No.	Use Type	Type	Measure	Depth
							1	0300-M-F >= 10U	107 -Unit	108	

**Land Information**

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 10 of 14  
Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
Sec/Town/Range: 05:35S :40E  
Map ID: 24/05S  
Zoning: R4

ParcelID: 2404-608-0120-000-9  
Account #: 16788  
Use Type: M-F >= 10U  
City/Cnty: Saint Lucie County



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
Address: 2430 Estancia Blvd Ste 101  
Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0118	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

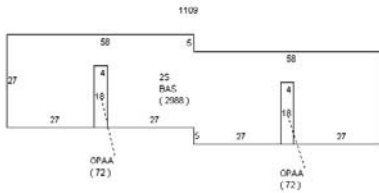
**Assessment 2013**

2013 Final:	3444600
Assessed:	3444600
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

**Interior Features**

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
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**Land Information**

No.	Use Type	Type	Measure	Depth
1	0300-M-F >= 10U	107 -Unit	108	

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 12 of 14  
Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
Sec/Town/Range: 05:35S :40E  
Map ID: 24/05S  
Zoning: R4

ParcelID: 2404-608-0120-000-9  
Account #: 16788  
Use Type: M-F >= 10U  
City/Cnty: Saint Lucie County



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
Address: 2430 Estancia Blvd Ste 101  
Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0118	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

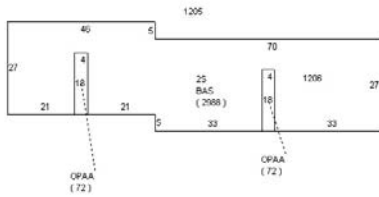
**Assessment 2013**

2013 Final:	3444600
Assessed:	3444600
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

**Interior Features**

BedRooms:	24	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.	No.	Use Type	Type	Measure	Depth
							1	0300-M-F >= 10U	107 -Unit	108	

**Land Information**

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 13 of 14  
Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
Sec/Town/Range: 05:35S :40E  
Map ID: 24/05S  
Zoning: R4

ParcelID: 2404-608-0120-000-9  
Account #: 16788  
Use Type: M-F >= 10U  
City/Cnty: Saint Lucie County



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
Address: 2430 Estancia Blvd Ste 101  
Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0118	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

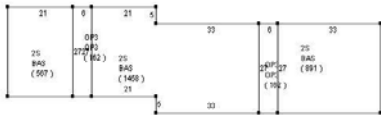
**Assessment 2013**

2013 Final:	3444600
Assessed:	3444600
Ag.Credit:	0
Exempt:	
Taxable:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

**Interior Features**

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
------	-----	------	-------	-------	-------	--------

**Land Information**

No.	Use Type	Type	Measure	Depth
1	0300-M-F >= 10U	107 -Unit	108	

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**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 14 of 14  
 Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
 Sec/Town/Range: 05:35S :40E  
 Map ID: 24/05S  
 Zoning: R4

ParcelID: 2404-608-0120-000-9  
 Account #: 16788  
 Use Type: M-F >= 10U  
 City/Cnty: Saint Lucie County



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Owner: SP Pine Creek Village LP  
 Address: 2430 Estancia Blvd Ste 101  
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**Legal Description**

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9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

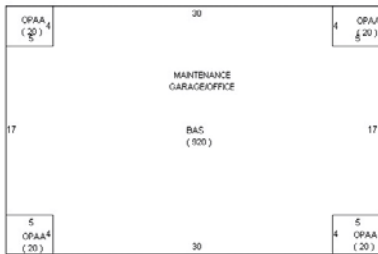
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Taxable:	88041.59

**Total Land and Building**

Land Value:	810000	Acres:	
Building Value:	2634600	Finished Area:	81452 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	DGAR - Detached Gar	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0010 - 1 Story	No.Units:		SecWall:	-

**Interior Features**

BedRooms:	0	Electric:	MX - MAXIMUM	PrmIntWall:	PT - PT
FullBath:	0	HeatType:	-	AvgHt/Ft:	
1/2Bath:	0	HeatFuel:	-	Prm.Flors:	CG - CONC GRD
%A/C:	0	%Heated:	0	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
1						

**Land Information**

No.	Use Type	Type	Measure	Depth
1	0300-M-F >= 10U	107 -Unit	108	

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# CITY OF FORT PIERCE PLANNING DEPARTMENT

COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW  
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN FORESTRY ♦ ZONING

## Application for – Change in Future Land Use RM to RH

- Zoning Atlas Map Amendment      Future Land Use Map Amendment – Large Scale (>10 acres/> 10 du/ac)
- Future Land Use Map Amendment – Small Scale (<10 acres/< 10 du/ac)

### Application Fee: \_\_\_\_\_

Rezoning-    \$ 2,115 (base) plus \$40 for each acre.  
Land Use Map-    \$ 3,960 (base) plus \$40 for each acre.

### Application submission shall include the following:

One (1) original and 14 paper copies of the application and support documents and provide one (1) electronic copy of the application packet.

Packets shall include:

- St. Lucie County's Property Appraiser Card with full legal description;
- Aerial map with the subject property depicted;
- Traffic impact report and environmental report;
- Historical report, if applicable; and
- Conceptual development plan.

1. Name of Owner(s)	<u>SP Pine Creek Village LP</u>			
Signature of Owner(s)	_____			
Mailing address: (Street)	<u>2430 Estancia Blvd., Ste 101</u>			
City	<u>Clearwater</u>	State	<u>Florida</u>	Zip <u>33761</u>
(Phone)	_____			
(e-mail)	_____			
2. Name of Applicant(s)	<u>SP Pine Creek Village LP</u>			
Signature of Applicant(s)	_____			
Mailing address: (Street)	<u>2430 Estancia Blvd., Ste 101</u>			
City	<u>Clearwater</u>	State	<u>Florida</u>	Zip <u>33761</u>
(Phone)	_____			
(e-mail)	_____			

3. Name of Representative Culpepper & Terpening, Inc. (attn: Dennis J. Murphy)  
 Signature of Representative Dennis J. Murphy  
 Mailing address: (Street) 2980 South 25<sup>th</sup> Street  
 City Ft. Pierce State Florida Zip 34981  
 (Phone) 772-464-3537  
 (e-mail) dmurphy@ct-eng.com

4. Legal Description Certain property situated in the County of St. Lucie, State of Florida, and more particularly described as follows:

From the Northwest corner of the NE 1/4 of the SE 1/4 of Section 5, Township 35 South, Range 40 East, St. Lucie County, Florida, run South 0° 27' West 329.91 Feet, thence run South 89° 20' East 25 feet to the Point of Beginning; thence continue South 89° 20' East 613.01 feet. thence run South 0° 28' West 495.10 feet, thence run N 89°19'15" West 612.86 feet, thence run N 0° 27' East 494.86 feet to the Point of Beginning.

LESS AND EXCEPT the North 25 feet thereof.

Overall parcel contains 6.614 Acres, more or less.

5. Property Tax ID Numbers: 2404-608-0120-000/9

6. Parcel Acres 6.614 (per survey)      7. Amendment Acres 6.614 (per survey)

8. Property Location/ Address SW corner of the intersection of Avenue L & North. 27th St.

9. Existing Future Land Use RM      10. Proposed Future Land Use RH

11. Existing Zoning R4      12. Proposed Zoning R5 (see RZ application)

13. Are any other applications being submitted concurrent with this application? Accompanying this application, under separate cover, is a petition for a change in zoning from the R4 (Medium Density) to the R5 (High Density) zoning district.

14. Describe the existing improvements and structures on the amendment lands

There are at present, 13 residential structures, with 108 residential units on the property. There is also an on-site recreational clubhouse for the use of the community residents.

15. Proposed Use of the amended lands:

To maintain the current residential use and site density of the existing residential community known as Pine Creek Villages.

16. The reason for making this request:

See above.

<b>OFFICE USE:</b>		
File Number: _____	Check No: _____	Receipt No: _____
LPA Review: _____	Transmittal to DEO: _____	Adoption: _____
Ordinance No: _____	Date Approved: _____	

## Required Documentation for Future Land Use Map Amendments

On a separate sheet provide the following information. Your response should be thorough and supported by references to specific sections of the Comprehensive Plan that are applicable to the proposed Future Land Use Amendment. Please provide documentation to support your responses and complete the attached worksheets.

**1. A general statement describing whether and how the proposed amendments conform to the City of Fort Pierce Comprehensive Plan.**

The petitioned property is located at the SW corner of the intersection of Avenue L and North 27th Street, in the Northwest part of the City of Ft. Pierce. The petitioned property includes 108 multi-family units that were originally constructed in the 1970/71 time period. This residential community is now referred to as the Pine Creek Townhomes. At the time these units were constructed, all construction was in accord with all applicable City zoning regulations (as the city did not yet have an adopted Comprehensive Plan in effect) including site density, which at that time permitted up to 18 residential units to the acre on this site.

The petitioned property totals 6.6-acres in area, just as it did in the early-1970's. The existing number of residential units found on this site is 108. The current site density (expressed as units per acre) is 16.2 du/ac, which is 1.8 du/ac less than 'could' have been located on this property based on the site's original zoning classifications that were in effect in the early-1970's.

In 1990, the City of Ft. Pierce, and as subsequently amended through 2012, adopted a revised Local Comprehensive Plan pursuant to the requirements of Section 163.3161, et seq., Florida Statutes. That Comprehensive Plan replaced the original Comprehensive Plan for the City that was adopted in the 1980 time period. As part of the adoption of this Comprehensive Plan, the City adopted a new Future Land Map applicable to all properties inside the city limits. Through the adoption of this Future Land Use Map, (along with all subsequent amendments thereto), a Future Land Use Map designation of RM (Residential Medium) was applied to the petitioned property. The RM Future Land Use designation has a maximum unit density of 12 du/ac. If the petitioned property were vacant, and someone wanted to develop homes on it, the properties current Future Land Use designation would permit a maximum of 80 units on the property, or 28 units less than are currently found existing on the property.

Objective 1.3 of the Ft. Pierce Comprehensive Plan (current version) addresses, in general, the City's position towards "nonconforming" uses, including those uses where the number of development units exceeds the maximum land use density for the particular property in question. This City has cited as its primary objective on this issue, the elimination, or reduction of existing land uses that are seen as being inconsistent with the City's existing character and broader future land use objectives.

Recently, the City has authorized the renovation of all 108 units on this site. At a cost of approximately 2.5-million dollars, the current property owners have provided extensive rehabilitation to each of the dwelling units in this community, along with making changes and improvements to the sites recreation amenities and overall site landscaping. However, in permitting the renovations to all of the existing dwelling units on this site, the City has not addressed how the nonconforming aspect of this property is to be addressed, since it is neither the intention, nor the objective, of the property owners to remove 28 units from this site.

Because the sites existing development condition exceeds the maximum Future Land Use density permitted under the

City's Future Land Use Maps, this site, and the units included on it are considered to "nonconforming uses" and are subject to the provisions of Section 22-99 of the Ft. Pierce Code of Ordinances. The problem that the current property owners face with this type of designation is that if as many as 28 units (25% of the total number of units on the site) were deemed to be destroyed or otherwise vacated for a period in excess of twelve (12) months, those units, under a strict interpretation of the existing City Code, code not be repaired, replaced or reoccupied.

After considerable discussion with City staff on this particular issue, it has been concluded by the applicant that the only way in which we may seek to preserve and maintain the integrity of the Pine Creek Village property is to request that the Future Land Use classification on the site be amended from its current RM (Residential Medium) Future Land Use classification to a RH (Residential High) Future Land Use classification. This reclassification would change the unit per acre density from 12 to 18, and would, from a gross residential density perspective, permit a maximum of 120 units on the site, subject to meeting all other applicable City design codes and regulations. Noting that under this scenario the gross unit density would exceed the site density that the property owner presently enjoys, the property owners are prepared to enter into a specific, and separate, Development Agreement with the City, limiting the maximum development density on this site to 108 units, which is nothing more than is what presently exists on the site. This development agreement, which would be entered into consistent with the provisions of Section 163.3220 - .3243, Florida Statutes.

**2. A statement describing how the proposed future land use designation is compatible with the future land use designations and existing land uses surrounding the amended lands.**

Amending the Future Land Use classification on the petitioned property from RM to RH would not result in any significant change to the existing neighborhood. The areas current Future Land Use classification permits both single and multi-family housing product options. If approved, the proposed Future Land Use classification permits both single and multi-family housing product options.

The only "potential" difference between the two land use classifications is the "potential" number of units that could be located on the property. In the case of the current RM classification, the maximum density permitted is 12 du/ac, with a potential for density bonuses that could take this up an additional 5 units to the acre. If approved, the RH future land use classification would permit a maximum of 18 units to the acre, again with the potential for density bonuses that could take this up an additional 5 units to the acre. However, assuming that the associated Development Agreement, as discussed in paragraph 1 above, is approved, this Agreement would limit the site density on this property to the existing total of 108 units, and that any future redevelopment of the property could not exceed that development intensity unless specifically authorized by the City of Ft. Pierce, through the prescribed amendment process for these Agreements. These Agreements run with the land and will be recorded in the land records of the County.

**3. Identify future land use designations and existing land uses within a half mile of the subject property that have the same or greater type of proposed future land use designation.**

Refer to attached Land Use and Zoning exhibits.

**4. Provide a statement describing any conditions affecting the area of the amendment lands that**

**have changed since the most recent adoption of the Comprehensive Plan. Describe any changes in development patterns, utility availability, and public service capacity. Provide the data and analysis supporting your conclusions.**

The Pine Creek Townhomes property has recently undergone a 2.5-million dollar renovation that has brought all of the existing units in this community up to current building standards. In addition, there have been site access and landscaping adjustments to the property that have resulted in a general aesthetic community/neighborhood improvement.

Other lands within the immediate area are all developed residentially, much of which is in attached housing format. There are some areas of commercial development opportunity to the east of the petitioned site along North 25th Street. There are some areas of detached, single family homes to the south and east of the petitioned site. In general; the area is seen as stable. There is no significant, observable, degradation-taking place in this area.

Existing utilities in this area are not proposed for alteration as result of this Future Land Use Map Amendment. Without taking into consideration the proposed Development Agreement, limiting development opportunity in this area to only what is presently found of the petitioned site, the addition of 12 theoretic units (land use map differential) will have no measurable effect on the local infrastructure network.

**5. Provide a statement describing why there is a need for the proposed Future Land Use Map Amendment and how the amendment will result in an orderly and logical development pattern.**

Pine Creek Village property (the petitioned property) includes an existing 108 unit, multi-family, residential development located on a 6.6-acre parcel. The homes on this site were originally constructed in the 1970/71 time period and have just recently undergone a 2.5-million dollar renovation, bringing these units all up to current building codes and standards. In addition to these residential building upgrades, the site grounds and community recreation facilities were all upgraded and improved.

The properties Current Future Land Use classification is RM (residential Medium). The properties Current Zoning Classification is R4 (Medium density residential). Under the properties current Future Land Use and Zoning designation, the maximum number of permitted units on this site would be 80. Since the homes on this site were all constructed over 40 years ago, and were at that time conforming to all City Zoning standards (density/ lot coverage and setbacks) this property is pursuant to Article VII, Sections 22-99 thru 22-105.10, of the Ft. Pierce Code of Ordinances considered to be an existing, lawful, nonconforming use, because the site's gross number of units on this site exceeds that which would otherwise be permitted if the site were to be developed today, from a vacant land perspective.

Section 22-99 of the Ft. Pierce Code of Ordinances addresses the basics of the City's Non-Conforming Use regulations. This section reads as follows:

*Within the zoning districts established by this chapter or amendments that may be adopted later, there exist lots, structures, uses of land or structures, and characteristics of uses which were lawful before this chapter was passed or amended, but which violate provisions of this chapter or future amendments. It is the intent of this chapter to permit these nonconformities to continue until they are removed, but not to allow their expansion or replacement.*

Accepting for the purpose of discussion that the petitioned property is under the current City Codes, considered to be a nonconforming use, the problem that the current property owners face here is if as many as 28 units (25% of the total number of units) were deemed to be destroyed or otherwise vacated for a period in excess of twelve (12) months, those units, under a strict interpretation of the existing City Code, code not be repaired, replaced or reoccupied. Therefore, the immediate need in this petition for Future Land Use change is to maintain the structure of the existing neighborhood. If it is the City's Objective is indeed to push for a lower physical development intensity in this area, then the City should articulate further how this is to be achieved without the unreasonable taking of existing property values and without creating unnecessary strain or loss of value to the surrounding neighborhood.

It is the hope of the property owners of the petition property that the current nonconforming status of this site (from a gross unit density perspective only) not be seen, or used, as an impediment towards any future replacement of these recently remodeled, but not expanded, homes on this site. The Pine Creek Village Community provides an affordable and functional living environment for 108 families and has done so, since the early 1970's. As noted, the current property owners have expended in excess of 2.5-million-dollars in improving the homes on this site.

**6. What are the potential environmental impacts of the requested amendment? Provide an analysis of soils, topography, vegetation, and natural resources (wetlands, native habitats...etc) on the site.**

None. The petitioned properties are presently fully developed for urban use, so there are no potential impacts. It should also be noted that there are no unique soils, topography, vegetation, or natural resources (wetlands, native habitats...etc) on this site.

**7. Provide the flood zone classification.**

The petitioned property is located in Flood Zone X (refer to FEMA Map 12111C0178J; February 2012)

**8. Provide an analysis of the drainage effects the proposed land use amendment would have on the volume and quality of storm water runoff.**

The petitioned property is presently in use as a developed residential site. The current site drainage system collects all stormwaters and discharges those waters into the City's drainage system along North 27<sup>th</sup> Street. Minor upgrades to this system were made as part of the recent on-site renovations to the property. The requested change in Future Land Use will have no impact in the current volume and quality of storm water runoff.

**9. Provide a traffic report of the potential impacts to the City's transportation system brought about by the proposed land use. The report must include existing, background, committed trips, and projected traffic volumes and the level of service for all affected roadways. Projected traffic volumes must be based on the highest density allowed under the proposed future land use designation.**

A traffic report for this proposed Small Area Land Use Amendment has not been made. The requested change in Future Land Use designation from RM to RH is to provide for recognition of the existing uses on this site. The current developed density on this site is 108 units. The maximum permitted development density under the RH future and use category is 12 units. The addition of 12 units into the existing local area traffic network will have no measurable impact on any of the local area roadways.

Current levels of service along North 25<sup>th</sup> Street in the project area are LOS C.

**10. Provide a capacity analysis and documentation that demonstrate adequate water capacity and supply facilities will be available.**

The site is presently served with Ft. Pierce Utility Authority (FPUA) water and wastewater services. The requested change in future Land Use designation from RM to RH will have no measurable impact on service demands upon the existing FPUA service system.

**11. Provide projections on average daily volumes of solid waste that would be generated by the change in the land use.**

The site is presently served by the City of Ft Pierce Solid Waste Department. The requested change in future Land Use designation from RM to RH will have no measurable impact on solid waste service demands.

**12. What demands for recreational facilities will be created by the development as a result of the land use change? Identify recreational facilities and open spaces that are in the surrounding vicinity.**

There are no expected impacts on the local park system as a result of this proposed change in land use. As part of the recent renovations to this property, new on-site recreation facilities have been added to the property thus reducing the impacts to neighboring City facilities.

**13. Indicate the location of historical and/or archaeological landmarks on the property and provide an assessment if applicable.**

There are no historical and/or archaeological landmarks on the property.

\*\*\*\*\*

I certify that: (Check One)

\_\_\_\_\_ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Future Land Use is requested.

xxx I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Dennis J. Murphy \_\_\_\_\_ 08/09/13  
Applicant's Signature Date

2980 South 25<sup>th</sup> Street      Ft. Pierce,      Florida      34981  
Address      State      Zip

(772) 464-3537      dmurphy@ct-eng.com  
Phone      Fax      E-mail Address

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

\_\_\_\_\_  
Property Owner's Name (Please Print)      Phone

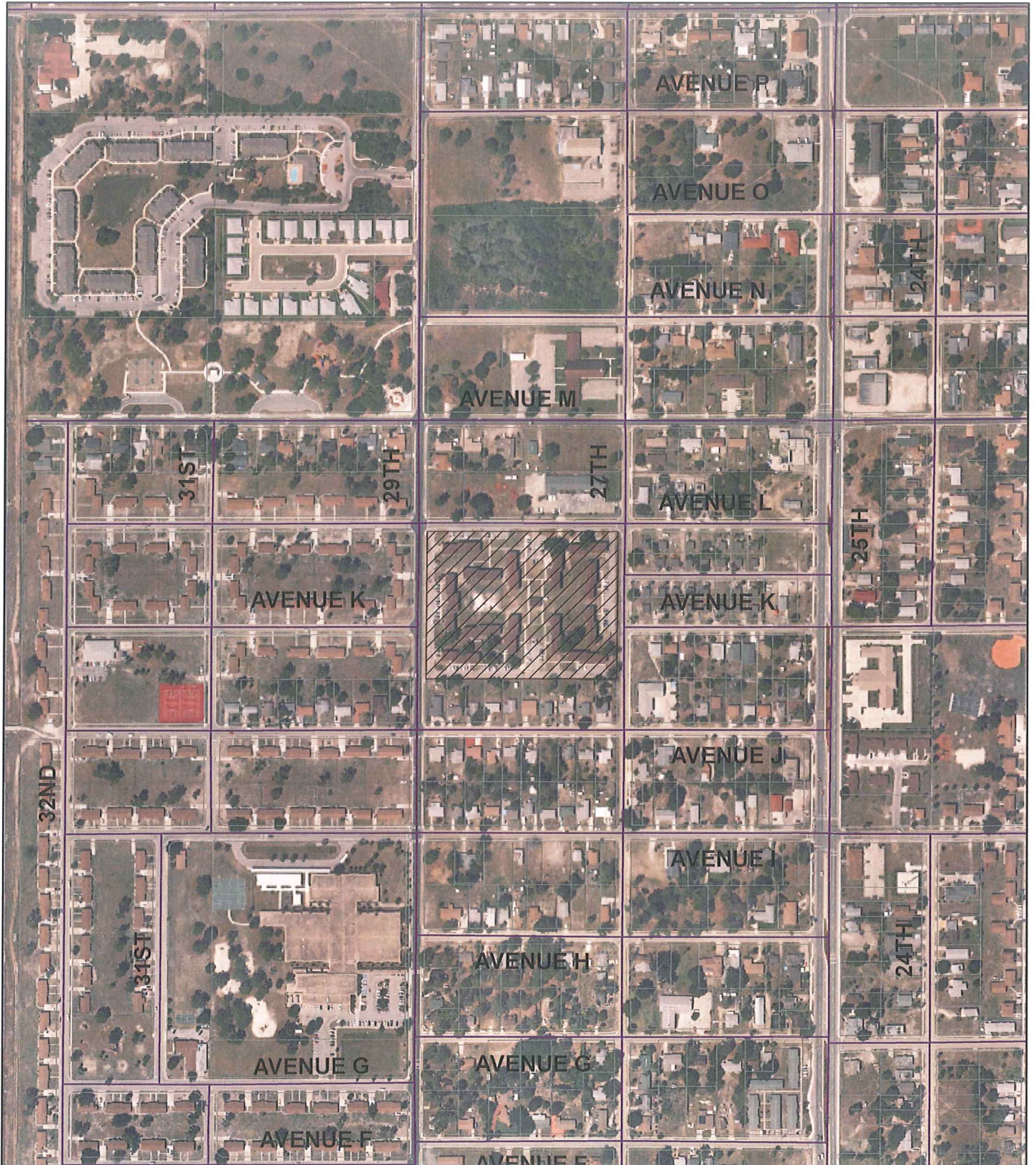
\_\_\_\_\_  
Address      State      Zip

\_\_\_\_\_  
Property Owner's Signature      Date

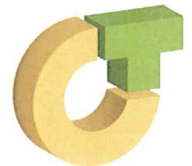
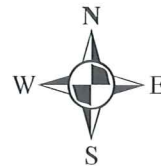
STATE OF FLORIDA)  
ST LUCIE COUNTY)

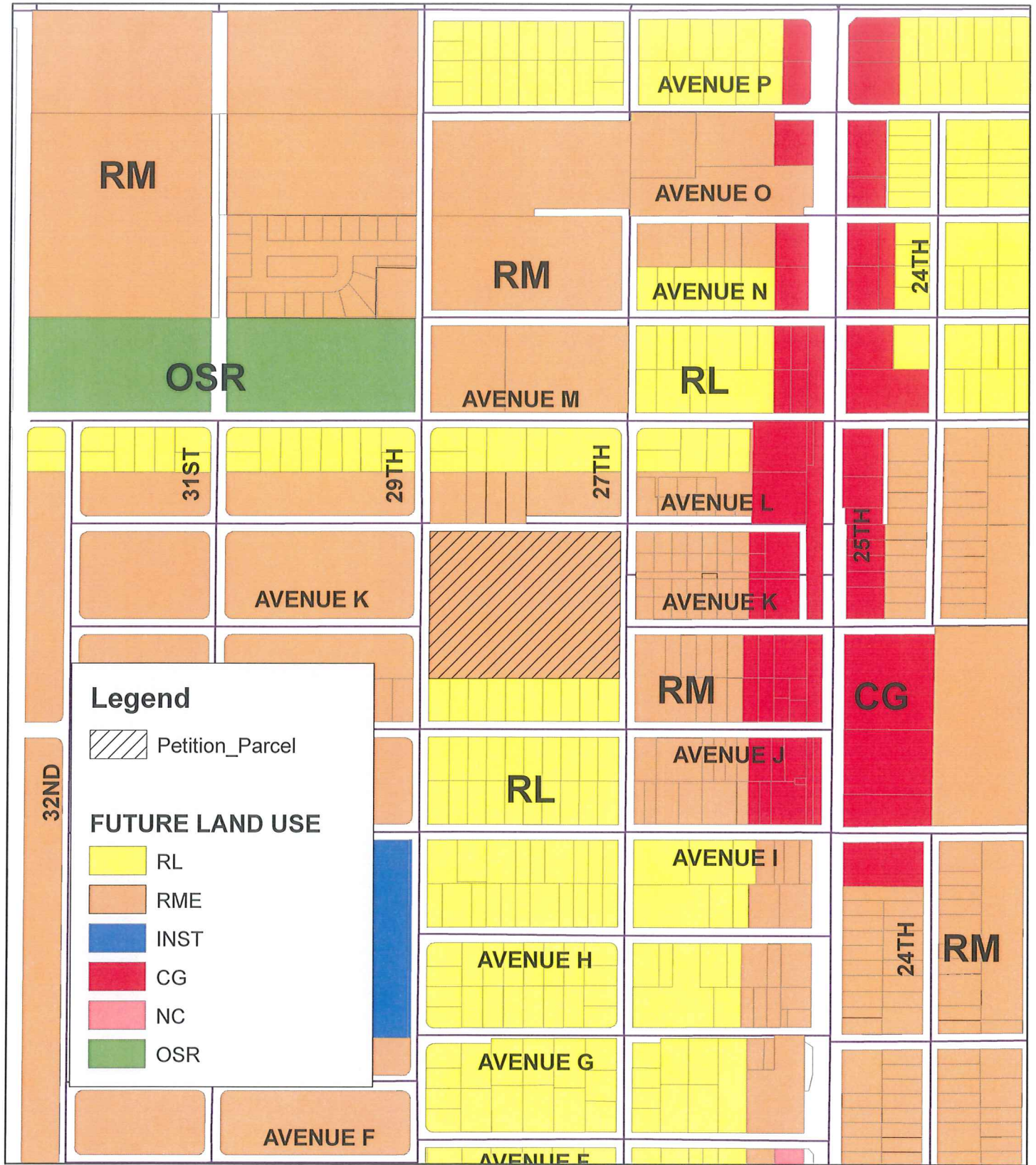
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary      (seal)

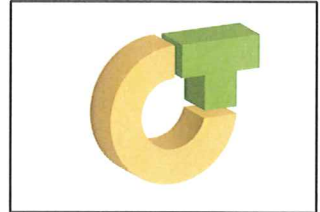
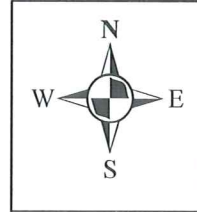


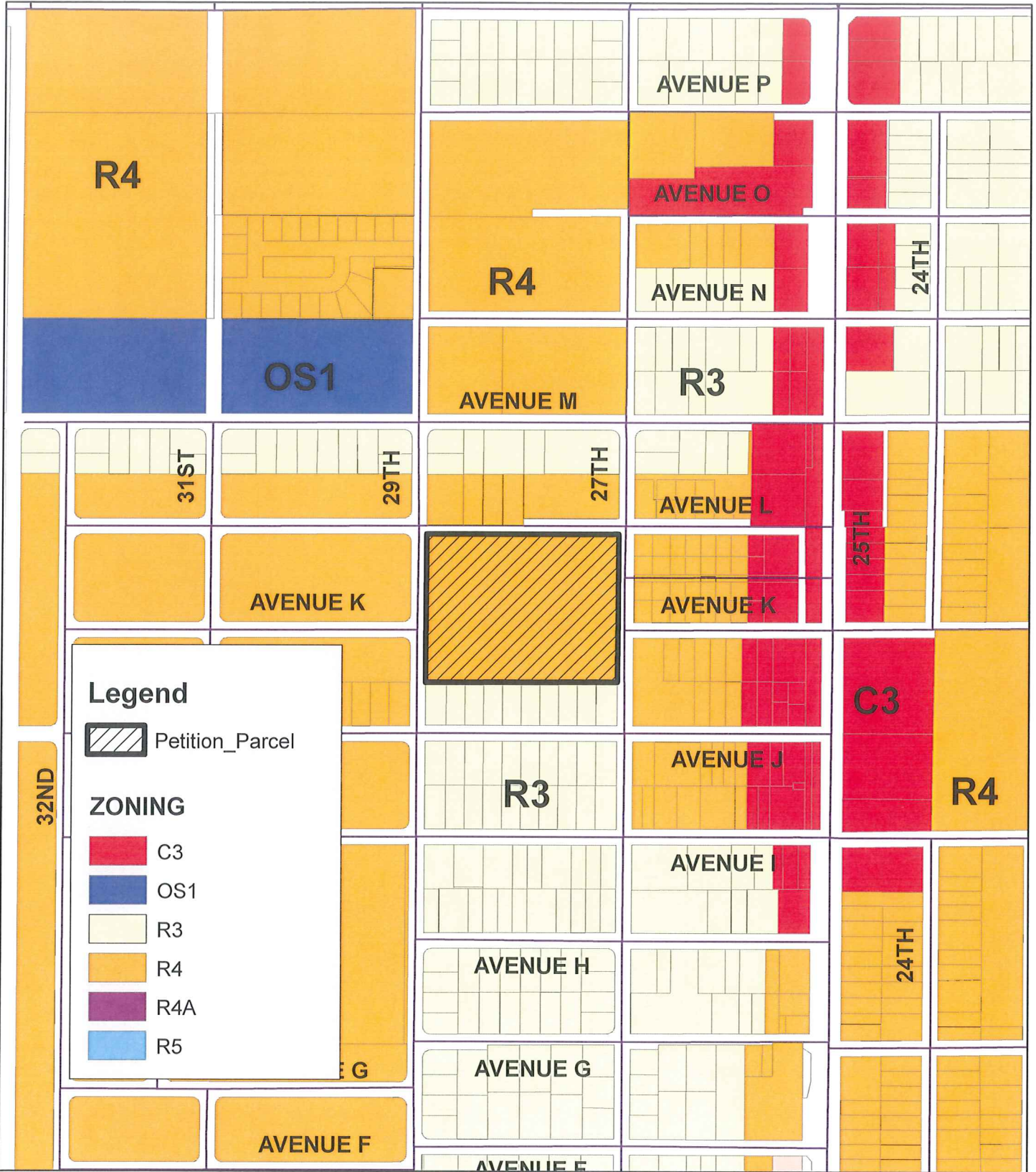
**SP PINE CREEK VILLAGE LP  
SITE AERIAL**





# SP PINE CREEK VILLAGE LP FUTURE LAND USE MAP





# SP PINE CREEK VILLAGE LP AREA ZONING MAP





# CITY OF FORT PIERCE

## PLANNING DEPARTMENT

MATTHEW G. MARGOTTA, AICP, DIRECTOR  
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW  
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

### Map Amendment

Property address or Location 1110 North 29th St.

Parcel ID #(s) 2404-608-0120-000-9

Project description Pine Creek Village Apartments

SP Pine Creek Village LP  
Property Owner(s)  
2430 Estancia Blvd., Ste 101  
Street Address  
Clearwater FL 33761  
City State Zip  
727-669-3660  
Phone Number  
sseckinger@sphome.com  
Email Address

Patrick J. Ferland, PE, Culpepper & Terpening, Inc.  
Applicant/Representative, Title, Company  
2980 South 25th St.  
Street Address  
Fort Pierce FL 34981  
City State Zip  
772-464-3537  
Phone Number  
pferland@ct-eng.com  
Email Address

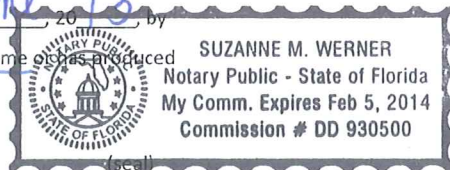
*Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other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

Scott Seckinger, VP  
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY 28th day of June, 2013, by

Scott C. Seckinger who is personally known to me or has produced

Suzanne M. Werner  
Signature of Notary



**INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 460-2200 x247**

#### TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date \_\_\_\_\_ Fees \_\_\_\_\_ Control # \_\_\_\_\_ B. Permit # \_\_\_\_\_

Intake Planner \_\_\_\_\_

Planner Assigned \_\_\_\_\_

Approved By \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Intake Date Stamp

**MAP AMENDMENT**

Submit one (1) original & seven (7) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- Complete notarized application.
- As-built Survey
- Warranty deed
- Agent letter
- Concurrency submittals
- SLC Property Record Card
- Project Narrative
- Environmental Survey
- C D
- Traffic Impact Report
- Fee
- Support Documentation

**Application Type:**

- Amending the Zoning Atlas Map
- Amending the Future Land Use Map

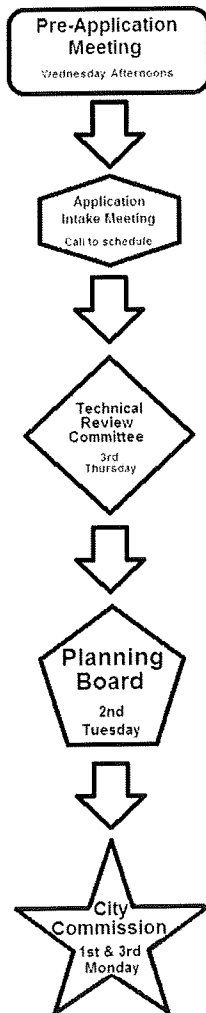
Site Information:

	Zoning / FLU	Structure	Size (sq. ft.)	Height	Use	Residential Units
Existing	R4/RM	no change	no change	no change	Res	107
Proposed	R5/RH	no change	no change	no change	Res	107

Surrounding Zoning & Future Land Uses:

North		South		East		West	
R4	RM	R3	RL	R4	RM	R4	RM

Application Outlook



June 6, 2013

City of Fort Pierce

**RE: Pine Creek Village  
Future Land Use Map Amendment & Zoning Map**

Please be advised that **SP Pine Creek Village LP** hereby authorizes **Culpepper & Terpening, Inc.** to act as its agents relative to the above referenced property and project.

Sincerely,

**SP Pine Creek Village LP**

*By: SP Pine Creek Village GP Inc; its General Partner*

By: *ACI* \_\_\_\_\_ *Scott Seckinger* \_\_\_\_\_ *Vice President* *6/28/13*  
Signature Print name Title Date

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this *28th* day of *June*, 2013 by *Scott Seckinger*, as *V.P. SP Pine Creek Village GP Inc*, who is personally known to me on behalf of *it's General Partner* a Florida \_\_\_\_\_.

[Notary Seal or Stamp]



*Suzanne M. Werner*  
Notary Public-State of Florida

Print Name: *Suzanne M. Werner*  
My Commission Expires: *Feb 5th 2014*

**2013 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P11000102054

**Entity Name:** SP PINE CREEK VILLAGE GP, INC.

**Current Principal Place of Business:**

2430 ESTANCIA BOULEVARD  
SUITE 101  
CLEARWATER, FL 33761

**Current Mailing Address:**

2430 ESTANCIA BOULEVARD  
SUITE 114  
CLEARWATER, FL 33761 US

**FEI Number:** 45-3949856

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

TRUSTEE AND CORPORATE SERVICES INC.  
2430 ESTANCIA BOULEVARD  
SUITE 114  
CLEARWATER, FL 33761 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** JEFFREY C. STEINERT

03/25/2013

Electronic Signature of Registered Agent

Date

**Officer/Director Detail Detail :**

Title PSTD  
Name PAGE, J. DAVID  
Address 2430 ESTANCIA BOULEVARD, SUITE 101  
City-State-Zip: CLEARWATER FL 33761

Title VP  
Name MOLINARI, MICHAEL  
Address 2430 ESTANCIA BOULEVARD, SUITE 101  
City-State-Zip: CLEARWATER FL 33761

Title VP  
Name SECKINGER, SCOTT  
Address 2430 ESTANCIA BOULEVARD, SUITE 101  
City-State-Zip: CLEARWATER FL 33761

Title VP  
Name LEACH, PETER H  
Address 2430 ESTANCIA BOULEVARD, SUITE 101  
City-State-Zip: CLEARWATER FL 33761

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** J. DAVID PAGE

PRESIDENT

03/25/2013

Electronic Signature of Signing Officer/Director Detail

Date

**2013 FLORIDA LIMITED PARTNERSHIP ANNUAL REPORT**

**FILED  
Mar 25, 2013  
Secretary of State**

DOCUMENT# A11000000897

**Entity Name:** SP PINE CREEK VILLAGE LP

**Current Principal Place of Business:**

2430 ESTANCIA BOULEVARD  
SUITE 101  
CLEARWATER, FL 33761

**Current Mailing Address:**

2430 ESTANCIA BOULEVARD  
SUITE 114  
CLEARWATER, FL 33761 US

**FEI Number:** 37-1655498

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

TRUSTEE AND CORPORATE SERVICES INC.  
2430 ESTANCIA BOULEVARD  
SUITE 114  
CLEARWATER, FL 33761 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: JEFFREY C. STEINERT

03/25/2013

Electronic Signature of Registered Agent

Date

**General Partner Detail Detail :**

Document # P11000102054  
Name SP PINE CREEK VILLAGE GP, INC.  
Address 2430 ESTANCIA BOULEVARD, SUITE  
101  
City-State-Zip: CLEARWATER FL 33761

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a general partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: J. DAVID PAGE

PRESIDENT

03/25/2013

Electronic Signature of Signing General Partner Detail

Date

DS: \$35,000.00  
Pcc 135.00  
\$35,035.50

**Prepared by and return to:**  
Amber F. Williams  
Pepple Cantu Schmidt PLLC  
2430 Estancia Blvd., Suite 114  
Clearwater, FL 33761

COPY  
SPECIAL WARRANTY DEED

THIS INDENTURE is made effective on October 16, 2012, by My Fort Pierce, L.L.C., a Florida limited liability company, formerly known as Fort Pierce, L.L.C., a Florida limited liability company ("**Grantor**"), whose mailing address is 49 Wall Street, Worcester, MA 01604, and SP Pine Creek Village LP, a Florida limited partnership ("**Grantee**"), whose mailing address is 2430 Estancia Boulevard, Suite 101, Clearwater, FL 33761.

**WITNESSETH:**

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto Grantee and its successors and assigns forever, that certain real property together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest, estate, reversion, remainder and easement thereto belonging or in anywise appertaining (the "**Property**") in St. Lucie County, Florida, as more particularly described in **Exhibit A** attached hereto and made a part hereof.

Tax Parcel ID No. 2404-608-0120-000-9.

The tax identification number for the Grantee is \_\_\_\_\_.

TO HAVE AND TO HOLD the Property in fee simple forever.

Grantor covenants with Grantee that at the time of delivery of this deed with respect to the Property, Grantor's interest is free from all liens and encumbrances except for the matters shown in **Exhibit B** attached hereto and made a part hereof, none of which shall be reimposed hereby, and that Grantor will warrant the title to the Property and will defend the same, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Signatures on following page]

Deed Pine Creek Final.doc Page 1 of 4  
COPY

IN WITNESS WHEREOF, Grantor has executed this deed the day and year above written.

Signed in the presence of:

GRANTOR:

Monna Collins  
Signature

Monna Collins  
Printed Name

[Signature]  
Signature

DAVID E. NELSON  
Printed Name

My Fort Pierce, L.L.C.

By: [Signature]  
Stephen H. Schneider, Managing Member

**COPY**

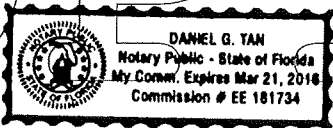
STATE OF FLORIDA )

COUNTY OF DUVAL )

This foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2012 by Stephen H. Schneider, as Managing Member for My Fort Pierce, L.L.C., a Florida limited liability company, on behalf of the company. He [is personally known to me] [has produced New Hampshire driver license as identification].

**COPY**

Notary Public:  
Printed Name: DANIEL TAN  
My Commission Expires: \_\_\_\_\_  
[NOTARY SEAL]



**COPY**

EXHIBIT A  
to  
SPECIAL WARRANTY DEED

Legal Description

Certain property situated in the County of St. Lucie, State of Florida, and more particularly described as follows:

From the Northwest corner of the NE ¼ of the SE ¼ of Section 5, Township 35 South, Range 40 East, St. Lucie County, Florida, run South 0° 27' West 329.91 feet, thence run South 89° 20' East 25 feet to the Point of Beginning; thence continue South 89° 20' East 613.01 feet, thence run South 0° 28' West 495.10 feet, thence run North 89° 19' 15" West 612.86 feet, thence run North 0° 27' East 494.86 feet to the Point of Beginning.

LESS AND EXCEPT the North 25 feet thereof.

COPY

COPY

**EXHIBIT B  
to  
SPECIAL WARRANTY DEED**

**Permitted Exceptions**

1. Terms, conditions and restrictions set forth in that certain Foreclosure Sale Use Agreement recorded in the Office of the Clerk of the Circuit Court in and for St. Lucie County in Book 808, Page 2013, of the Public Records of St. Lucie County, Florida.
2. Rights of tenants in possession, as tenants only, under prior unrecorded residential leases.

COPY

COPY

Deed Pine Creek Final.doc Page 4 of 4  
COPY

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 1 of 14  
Property Identification

<<Prev Next >> Spec.Asamnt Taxes Exemptions Permits Home Print

Site Address: 1110 N 29th St  
Sec/Town/Range: 05:35S :40E  
Map ID: 24/05S  
Zoning: R4

ParcelID: 2404-608-0120-000-9  
Account #: 16788  
Use Type: M-F >= 10U  
City/Cnty: Fort Pierce



**Ownership and Mailing**

Owner: SP Pine Creek Village LP  
Address: 2430 Estancia Blvd Ste 101  
Clearwater FL 33761

**Legal Description**

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD RW- (OR 3443-2263)

**Sales Information**

Date	Price	Code	Deed
10/11/2012	5000000	0001	SP
9/18/2000	3100000	01	WD
9/14/2000	3100000	00	WD
9/24/1992	605000	00	DE

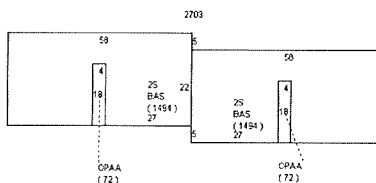
**Assessment 2012**

2012 Final:	2608800
Assessed:	2608800
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	64297.54

**Total Land and Building**

Land Value:	810000	Acres: 6.66
Building Value:	1798800	
Finished Area:	81452	SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	FS - Fibrglss Shg	RoofStruct:	GA - Gable
ExtType:	LITC - Lithc Apart	YearBlt:	1971	Frame:	-
Grade:	C - C	EffYrBlt:	1971	PrimeWall:	BP - Conc Block
StoryHght:	0020 - 2 Story	No.Units:	107	SecWall:	-

**Interior Features**

BedRooms:	214	Electric:	MX - MAXIMUM	PmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/Ft:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Pm.Flors:	CU - Carpet
%A/C:	100	%Heated:	100	%Sprinkled:	0

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
ASP2 - ASP2 LOW	Y	1	67000	AV	AV	1971
CNC2 - CONCRETE LOW	Y	1	10500	AV	AV	1971
FEN6 - CHAINLINK 6'	Y	1	1600	AV	AV	1971

**Land Information**

No.	Use Type	Type	Measure	Depth
1	0300-M-F >= 10U	107 -Unit	108	

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.





# CITY OF FORT PIERCE PLANNING BOARD

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## Planning Board Minutes

**OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, DECEMBER 10<sup>th</sup>, 2013, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.**

Chairman Weaver called the meeting to order.

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The Pledge of Allegiance was recited.

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The next item considered -- **Item #2 Roll Call**

**Upon Roll Call, those present were:** Ms. Castro, Ms. Cummings, Ms. Slep, Mr. O'Connell, Mr. Clancy, Mr. Poitier, Mr. George, Ms. Ganzi, Ms. Baker, Mr. Burdge and Chairman Weaver.

**Those not present:** Mr. Paul.

**Staff Present:** Ryan Sweeney, Senior Planner; Clarissa Davis, Planning Specialist; Rebecca Grohall, Planning Manager; James Walker, Assistant City Attorney.

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The next item considered – **Item #3 Consideration of Absences**

Ms. Castro was excused from her previous absence. Mr. Paul's absence was excused.

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The next item considered – **Item #4 Certification of Alternate Member Voting Status**

All regular seated Board members were present.

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The next item considered – **Item #5 Approval of the November 12<sup>th</sup> 2013 Minutes.**

**Mr. Clancy made a motion and was seconded Mr. Poitier-** To approve.

**A voice vote is taken.**

**Motion passes unanimously.**

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The next item considered – **Item # 6 Future Land Use Map Amendment (LPA Hearing) - 1110 North 29th Street - Pine Creek Village:** A request for approval to change the Future Land Use designation from RM, Medium Density Residential to RH, High Density Residential. The owner is SP Pine Creek Village LP, represented by Dennis Murphy of Culpepper & Terpening, Inc. The Planning Board, as the Local Planning Agency, to review and provide a recommendation.

Ryan Sweeney: This presentation for item 6 will also be for item 7. The subject site is located at 1110 North 29<sup>th</sup> street, southeast of the intersection of 29<sup>th</sup> and Avenue L. The site currently has a Future Land Use designation of RM, *Medium Density Residential* and is zoned R-4, *Medium Density Residential*. The subject site was originally constructed in 1970 and 1971. It pre-dates the former Land Development Code which was adopted in 1981. Currently the site consists of 13 multifamily buildings. 12 of which are 8 unit buildings and 1 is a 12 unit building with a centralized community club house. The total density is 108 dwelling units. The site has been recently purchased and completely renovated with improvements to the interior and exterior of all of the multifamily buildings as well as considerable site improvements around the exterior of the site. Based on the existing zoning and the existing units, the site is considerably nonconforming with regards to density, therefore the applicant would like to amend the Future Land Use designation and the zoning of the site in order to reflect what's actually on the ground. Additionally, the applicant would like to have the ability to rebuild at its current density should the site become damaged or destroyed 50% or more than the replacement value. The applicants also indicated that they would be amiable to entering into a developer's agreement to cap the overall density of the site at its current density of 108 dwelling units. That instrument would be separate and would be approved by the City Commission.

Before an amendment can be approved, the following standards per Section 22-131 of the City Code must be met: The amendment is consistent with the Comprehensive Plan, the amendment will not have an adverse effect on the ability to satisfy land and water use needs and to make transportation demands and provide community facilities and services, and the amendment will promote and protect the public health, safety and general welfare. As the proposed amendments meet the above standards and as the proposed amendments serve to administratively cure an existing nonconforming situation, staff recommends that the Planning Board forward a recommendation of approval with the condition that the property owner shall enter into a developers agreement so as to cap the maximum residential density of the existing parcel at a total of 108 residential units.

Ms. Castro states that the property record card states that it was purchased over a year ago for \$5 million. Then the improvements were done and yet it's assessed at \$3.44 million. It is not understood why the variance between purchasing it at this time and having it assessed at such a significantly low rate.

Mr. Sweeney states that values are certified with a affective date of January 1<sup>st</sup>. The improvements were not done until after January 1<sup>st</sup>. They were done in this calendar year. It is assumed a significant increase will occur for the assessed value by January 1<sup>st</sup>. The

improvements that were done were a considerable investment. It was roughly a \$2 million dollar renovation that was done this year.

Chairman Weaver asks what the range is for RM and for RH. What is the maximum density for each?

Mr. Sweeney states that R-4 and RM are 12 units per acre while R-5 and RH are 18 units per acre. The current site density is roughly 16 and a half. The applicant is considerably over the existing zoning and is not much below the maximum density of the proposed land use and zoning change.

Dennis Murphy (applicant representative): We have talked to staff about the application process and have been at this for quite some time. Basically, we're trying to restore, retain or at least hold the current value that we have in terms of unit numbers on the property. We have made a considerable investment in the property and it does look better than it was. We think it is helping the entire neighborhood. I will entertain any questions the Board may have.

Ms. Baker asks if it is the intention of the developer and the new owner to have this completely residential.

Mr. Murphy states that at the best of his knowledge there are no commercial intentions on the property.

Ms. Baker asks if there may be a long-term facility or other type of housing.

Mr. Murphy states that at the best of his knowledge it is strictly going to be regular housing.

Mr. Poitier states that whoever bought it did a very good job with it. It needed the improvement 30 years ago. They did a very good job.

Mr. Murphy states that he will pass that along.

Chairman Weaver asks if the driving force behind the land use and future land use change is for insurance purposes and rebuild ability.

Mr. Murphy states that is correct. If something were to happen to the property today, since it is technically a nonconforming use, under the rules the owner would not be able to restore what is there today. Financing and improvements have been made predicated upon a certain number of dwelling units on the property. This would be to protect that investment. That is why the applicant is not opposed to entering into the developer agreement which would cap the unit numbers on the property as of today.

Chairman Weaver asks Mr. Murphy how long he has been in the process since the applicant has made the first application.

Mr. Murphy states that the application was submitted in the middle of the summer. Around 5 months; this is about right for this kind of a process. It gives time to prep the applications and then there's the process itself.

**Mr. Clancy makes a motion and is seconded by Ms. Poitier** - to approve the land use map amendment with staff's recommendation.

**Those in favor:** Ms. Castro, Ms. Cummings, Ms. Slep, Mr. O'Connell, Mr. Clancy, Mr. Poitier, Mr. George, Ms. Baker, Mr. Burdge and Chairman Weaver.

**Those opposed:** None.

**Motion is approved unanimously.**

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The next item considered – **Item # 7 Zoning Atlas Amendment (Rezoning) – 1110 North 29th Street - Pine Creek Village:** A request for approval to change the zoning designation from R-4, Medium Density Residential to R-5, High Density Residential. The owner is SP Pine Creek Village LP, represented by Dennis Murphy of Culpepper & Terpening, Inc.

Ryan Sweeney: Meeting the Section 22-131, the three criteria listed, the zoning atlas amendment does meet the standards, therefore staff is recommending that the Planning Board forward a recommendation for approval with the condition that the property owner shall enter into a developers agreement so as to cap the maximum residential density of the existing parcel at a total of 108 units.

Chairman Weaver asks if the Planning Board is in a circumstance where there has to be 'give and take' where the overall build out capacity has to give somewhere else in order for the taking of just a few residential credits at this location. It is known that in the coastal high hazard area there would be 'give and take' if some density credits were taken from one area. Is there anything that would apply to that overall in the city?

Mr. Sweeney states that the City currently does not have a transfer development rights system in place for the mainland or a formal system at all.

Mr. Poitier states that the people Dennis Murphy represent are doing a wonderful job.

Ms. Castro asks if the property is primarily a Section 8 rental property.

Mr. Murphy states that he unsure if it is. He is working strictly from the point of view of this residential development.

Ms. Ganzi states that she did not have a chance to visit the property, but was able to view an aerial. It seems as if development is encouraged, especially in this type of circumstance where a neighborhood is fixed up. It seems almost like a hindrance to have the applicant go through putting together the developer's agreement. How much more time would it take now for this applicant to go through a developer's agreement to just sell out a few more

units that they don't seem like they're intending to put there anyway? Would it be easier if the Board made the recommendation of approval without the developer's agreement?

Mr. Sweeney states that it is not going to take much more time at all. The developer's agreement does have to be drafted, but this ordinance is going to require two readings and also will have to be transmitted to DEO. It will not be a considerable amount of additional time.

Ms. Ganzi asks if this is an extra clause to say that they will be capped at the 108 units versus not including that language for the potential of it slightly going up, should they want to add a few more units or forbid something happened there then they would rebuild to the highest density possible.

Chairman Weaver states that a developer's agreement at the least would take 4 -6 hours of the City attorney's time. Can the Planning Board accomplish the same thing as the developer's agreement if the Board structures a motion as such?

Mr. Sweeney states that the only thing the Planning Board is considering at the moment is the amendment.

Mr. Walker states that when a zoning action is expressly made contingent on that, then the Board will open the door to concerns about contract zoning.

**Mr. Clancy makes a motion and is seconded by Ms. Poitier** - to approve the zoning atlas amendment with staff's recommendation.

**Those in favor:** Ms. Castro, Ms. Cummings, Ms. Slep, Mr. O'Connell, Mr. Clancy, Mr. Poitier, Mr. George, Ms. Baker, Mr. Burdge and Chairman Weaver.

**Those opposed:** None.

**Motion is approved unanimously.**

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The next item considered – **Item #8 Comments from the Public**

None.

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The next item considered – **Item #9 Comments from the Board**

Chairman Weaver states that the Treasure Coast Regional Planning Council is currently considering a template draft manufacturing encouragement ordinance for the cities to review. It is outside of the exact context of what this Board would review, but it could add implications on the future land use and LDR. If there are any thoughts towards encouraging manufacturing that would be good for this community, you can gather further information at the Regional Planning Council website.

Mr. Burdge asks when allowing "comments from the public" was approved by the Board.

Chairman Weaver states that there is a public law to that effect, but will let Ms. Grohall answer.

Mr. Walker states that at the past session of the Legislature, there was a measure championed by Senator Negrón which provided that reasonable opportunity be given to members of the public speaking to agenda items. The Board remains to establish parameters defining that access.

Mr. Burdge states that he does not want the Planning Board to end like the beginning of the City Commission. It is agreed that the public should have the opportunity to speak on agenda items and they would be able to do that under the public hearing.

Chairman Weaver states that there has been some push back on the tolerance of conversations by the members of the Board outside of the scope of the items on the agenda, but what is being said is recognized. It is a legitimate concern and whoever is Chair at the time, as these public comments come forward, should do their best to keep them within the parameters of the agenda items that the Board is considering.

Mr. Burdge states that the Board should take a definitive stand on whether the Board wants this to happen or not since there is the availability for the public to speak at any time during the hearings. The Board needs to express the intentions and desires over particular issues that affect the City, at times maybe with latitude of the Chair, but surely items that affect the City as a whole especially under the safety aspect. Item #8 is out of order. It has not been approved by the Board that it be placed on the agenda.

Chairman Weaver states that staff has probably presented what they felt was the appropriate type, location and measure of input that the public can comment to.

Ms. Grohall states yes. To be in compliance of the state laws, staff put it on the agenda. Certainly parameters for what the public comments can entail as well as how long it can last are appropriate matters for the Board. It is not believed that the Planning Board will receive what has taken place at the City Commission.

Mr. Burdge states that once people hear that they can come to the Planning Board and take their three, five or ten minutes that people will start showing up and the board will have the fiasco that the City Commission has where they can't stop it.

Chairman Weaver asks if the matter could be discussed at the next meeting as far as the number of minutes each person is allowed for public comment and a predetermination of which agenda items the individuals are intended to speak on.

Ms. Grohall answers yes.

Chairman Weaver states that perhaps the Board members could have their input ready for the next meeting.

**Mr. Burdge makes a motion and seconded by Mr. Poitier** – to remove the ‘Comments from the Public’ from the Planning Board agenda.

Chairman Weaver states that this motion would put the Board in violation of the public comment law that was recently passed.

Mr. Walker states that Mr. Burdge may be correct in his assertion that the rules as currently drafted provide for fair latitude to members of the public to speak on agenda items specifically through our rules 10c and 10d, however there is no rule as such that addresses public participation. If the Board wanted to study the question of revising its rules in some manner to address that subject, it would be free to do so. If there was interest in considering or addressing that topic at the next meeting, that is a possibility for the purpose of facilitating that consideration to furnish to the members of the Board a copy of the act that was adopted by the legislature last year so that the Board can consider that in light of the current rule to determine whether an actual amendment of the rule should indicated or not.

Chairman Weaver states that Board has two options: either allow staff to come back with some comments or to knock it off the agenda. The Chair has historically had some discretion on allowing members of the public to speak as well and it is unsure how removing the item from the agenda may impact that. Mr. Burdge’s motion will not be supported by the Chair.

Ms. Slep asks if it is understood that Mr. Burdge wishes the public to not have the opportunity to speak.

Mr. Burdge states that the intent is to allow the public to have their say during the agenda items that come before the Board. With this type of latitude, the Board would be entertaining comments from the public where they can talk about anything they wanted to and the Board would have to allow that. Mr. Walker suggested that his office could explain the public comment law better. It is not opposed to allow the public to come and speak on any item on the agenda, however to allow someone at the podium to personally attack any of the Board members is not suggested.

Ms. Baker states that comments from the public on agenda items that are not public hearings are not required. It would be at the discretion of the Chair. It is agreed that comments from the public on agenda items should be allowed, but they are not at this point codified. A free-for-all should not be allowed; on the other hand the Board should codify the fact that public comments can be heard on agenda items that are not public hearings. It would have to be discussed and carefully thought out.

Ms. Grohall states that the City Commission is working on a draft of those same principles including no personal attacks, addressing the Commission as a whole etc. If there are inappropriate comments or comments that do not pertain to planning matters, the Chairman can shut that down. If the person is out of order, that can be addressed too.

Ms. Baker states that there have been Commission meetings where people have had to be forcibly removed by police. Having been verbally and physically attacked the consequences

of having a free-for-all and comments from the public that are not related to the agenda are known. It is unwanted for the Planning Board's public comments to dissolve into an alternate to the City Commission for people who have been restrained in some way.

Mr. Walker states that the procedure that is in place states: "Procedure for discussion' The following procedure will normally be observed: a.) The committee and staff presents report; makes recommendation, b.) The Board may ask questions regarding the committee or staff report, c.) Proponents of the agenda item make presentation, d.) Opponents make presentation."

Anyone who is either for or against any agenda item has the ability to speak to this Board in connection with that.

Chairman Weaver asks if there is a difference in opinion from staff and the City attorney's office about the necessity of the stand-alone comments from the public item.

Mr. Walker states that he has not spoken to the necessity for that. That is solely a matter to be judge by this Board. Whether or not the Board feels as if this language in question and the present rules are sufficient or not is a matter that should be deferred to the Board. It is unsure if staff has expressed any contrary view.

Chairman Weaver states that he is still seeking guidance in light of the new law that passed by Senator Negron that prompted staff to bring this to the Board's attention in addition to the existing input that the public can give. Staff has proposed to install it in the agenda. The Board is in no position to review the requirements of the new law. It is believed it is the City attorney's responsibility to give feedback on whether the attorney feels that the Board is obligated to have this separate.

Mr. Walker states that had the City attorney's office concluded that there was any conflict that statute and the rule in its current form, it would have been brought to the attention of the Board.

Ms. Castro states that at the City Commission meetings, public comment is given before the agenda items which in some cases can prolong the meeting significantly. What Mr. Burdge has brought to the attention to the Board is agreed with; that people stick to the agenda items and people can speak with respect to that. If someone has an item that they would like to discuss with staff, could staff then place it on the agenda to be discussed?

Ms. Grohall states that typically nothing is placed on the agenda that is not an application or ordinance of some type. If someone wants to come in and discuss anything that they think is a planning matter and could be addressed, they could come in and see staff.

Ms. Baker states that at a previous meeting the Board has asked Mr. Walker to ask for various items that were not agenda items, but were of interest to the Planning Department to be brought before the Board. The idea that the Board is open for discussion of extraneous matters is still available. No discourse or legitimate comments from the public is being cut off. The motion on the floor would simply prevent the type of spectacle that transpires at the City Commission meetings.

Mr. George states that at the last meeting the Board had a good opportunity to see when the public came to the podium for comments and congratulate the Board on a job well done. Opening to the public will give them the opportunity to speak whether it is good or bad for 1 or 2 minutes.

Chairman Weaver states that there are concerns on whether the Board will be in compliance with the new law. Anything that is taken off the agenda tonight is not going to impact the discretion shown to Chair in allowing people to approach the podium under the right circumstances. It is preferred to have more speech than less speech.

**Those in favor:** Ms. Castro, Mr. O'Connell, Mr. Clancy, Mr. Poitier, Ms. Baker and Mr. Burdge.

**Those opposed:** Chairman Weaver, Ms. Slep and Ms. Cummings Mr. George.

**Motion passes 6-4.**

Chairman Weaver states that staff had good intentions to open the meeting up with a little public comment. It doesn't necessarily have to end at this juncture. It would be favorable for staff to come back with a series of parameters that may allow a little bit more public comment.

**Chairman Weaver passes the gavel.**

**Mr. Weaver makes a motion and is seconded by Mr. George** - to ask staff to come back with parameters on how public comments might be better incorporated then it currently is.

Mr. O'Connell asks if the motion is for a new rule set for comments [from the public] or is it going to be specifically for the items that are being discussed.

Mr. Weaver states that staff could come back and the Board may have the opportunity to talk about the subject in generality and specifics and probably be some background that will include a copy of the law and the new ordinance the City Commission is drafting and the Board will have a chance to think it through and make a decision there after.

Chairman Burdge states that the motion on the floor is that staff recommend to the Board, if staff decides that they would want to get involved, staff may decide that it may be better left to the Board to decide issues and procedures by the Board versus staff making recommendations other than those that would require legal recommendations which would come from Mr. Walker. He has already expressed to the Board that if there was any violation it would have been brought forward.

Mr. Walker states that the only thing that is transpiring at the moment is that staff is going to offer a draft that will merely service the template for discussion and whether an amendment is adopted by this Board in which form or with what language or provisions is a matter that will be strictly up to the Board after its review of the recommended language and materials that are offered in furtherance thereof.

Chairman Burdge asks if it is believed that the matter is strictly for the Board's discussion or is the intent to allow public to enter in discussion which is already available on items that are on the agenda. What is being asked is that the additional item of discussion strictly reserve to the public rather than strictly reserved to the public during the course of the meeting which would include an additional agenda item that would open the meeting to anyone who wants to speak before the Board on supposedly an time that is on the agenda which they are currently allowed to do.

Mr. Weaver states that the request is to give staff the opportunity to come back with something that the Board could live with that could give the public more of an opportunity to speak.

Chairman Burdge states that he is embarrassed that the item is even on the agenda because the Board was never approached. If individual members of the Board were approached and it was suggested by someone then that is fine, however the Board went through a number of meetings before the Board members had "Comments from the Board". The agenda that was presented to the Board this evening was a decision someone made to have comments from the public, but the Board never approved it.

Ms. Grohall states that it was her decision to place the item on the agenda to further comply with the State statute.

Chairman Burdge states that staff should have approached the City attorney to see if it complied with State statute. The attorney has already expressed that the Board is allowing people to have public input during the course of the meeting.

Ms. Baker states that the Board wants to have more public participation, but the Board does not want to have disruption. Staff could develop a separate program in which the public is invited to come to the Planning Board and present their ideas, problems and concerns about planning issues in the City of Fort Pierce.

Ms. Castro asks if Ms. Baker is suggesting that it would be separate meeting that would happen perhaps twice a year.

Ms. Baker answers yes.

**Mr. Weaver amends his previous motion** – to ask staff to come back with recommendations with how the Board may better handle the public comments situation.

Chairman Burdge states that a motion for staff input may not be needed. It would not have to be voted on. A Board member can always request items from staff unless there is overall opposition by Board members.

**Those in favor:** Mr. Weaver, Ms. Cummings and Mr. George.

**Those opposed:** Mr. O'Connell, Ms. Castro, Ms. Slep, Mr. Clancy, Mr. Poitier, Ms. Baker, and Chairman Burdge.

**Motion fails 3-7.**

Mr. Burdge asks Mr. Walker to come back and inform the Board if it is in any violation of the State statute.

Mr. Walker states that it has been addressed. When the bill was enacted, it was reviewed in light of the question of whether the Board's rules were in compliance. It was felt that the Board's rules, with particular attention to the subparts under rule 10 that have been discussed, gave ample scope for public to interact with the Board, therefore it is not believed to be any legal issue of compliance. The City attorney's office would be happy to supply the Board members with a copy of that statute.

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The next item considered – **Item #10 Adjournment.**

**Poitier makes a motion and is seconded by Ms. Cummings** – to adjourn.

**ORDINANCE NO. 14-003**

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING THE FUTURE LAND USE MAP** OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF PROPERTY GENERALLY LOCATED AT **1110 NORTH 29<sup>TH</sup> STREET**, FROM RM, MEDIUM DENSITY RESIDENTIAL, TO RH, HIGH DENSITY RESIDENTIAL; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. L-136, as subsequently amended; and

**WHEREAS**, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to Section 163.3187, Florida Statutes; and

**WHEREAS**, the Fort Pierce City Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Comprehensive Plan and submitted its recommendations thereon to the City Commission; and

**WHEREAS**, two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

**WHEREAS**, the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Fort Pierce, Florida as follows:

**SECTION 1.** The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

**SECTION 2.** The Comprehensive Plan of the City of Fort Pierce is hereby amended as follows:

From and after the effective date hereof, the following property legally described as:

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

shall be and the Future Land Use Designation is hereby changed from RM, Medium Density Residential, to RH, High Density Residential; said property being generally

located at 1110 North 29<sup>th</sup> Street in Fort Pierce, Florida, known as Pine Creek Village Apartments.

**SECTION 3.** Severability. The Provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION 4.** Conflicts. All ordinances or parts of ordinances, resolution or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**SECTION 5.** Effective Date. This Ordinance is and the same shall become effective immediately upon final passage hereof, or as otherwise provide for by law.

**APPROVED AS TO FORM  
AND CORRECTNESS:**

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Robert V. Schwerer, Esq.  
City Attorney

STATE OF FLORIDA)  
ST. LUCIE COUNTY)<sup>SS</sup>

**WE, THE UNDERSIGNED**, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 14-003 was duly advertised by title only in the St. Lucie News Tribune on February 3, 2014; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on February 18, 2014; and was duly introduced, read by title only, and passed on second and final reading on March 3, 2014, by the City Commission of the City of Fort Pierce, Florida.

**IN WITNESS HEREWITH**, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 3rd day of March, 2014.

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Linda Hudson,  
Mayor Commissioner

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Linda W. Cox,  
City Clerk

(CITY SEAL)

**City Commission Regular Meeting**

**Agenda Item # 10. b.**

**Meeting Date:** 02/18/2014

**Re:** Pinecreek Village Apartments: Future Land Use and Zoning Map  
Amendments - 1110 N 29th Street

**Submitted For:** Rebecca Grohall, Planning & Zoning Manager, Planning & Zoning

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**SUBJECT:**

Ordinance No. 14-004 - Rezoning of property located at 1110 North 29th Street, Pinecreek Village Apartments. FIRST READING

**SUMMARY:**

- Constructed between 1970 and 1971.
- Consists of twelve 8-unit multi-family buildings and one 12-unit multi-family building for total of 108 residential units and a newly constructed club house.
- The Zoning Atlas and Future Land Use Amendment is to reflect the existing density.

**RECOMMENDATION:**

Approve the Zoning Atlas Amendment (Rezoning) and Future Land Use Map Amendment.

**ALTERNATIVES:**

Deny the Zoning Atlas Amendment (Rezoning) and Future Land Use Map Amendment.

**RESPONSIBLE STAFF:**

Clarissa Davis, Planner

**COORDINATED WITH:**

Ryan Sweeney, MSP & Rebecca Grohall, AICP

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**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

No fiscal impact.

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**Attachments**

Cover Page

Staff Report

Zoning Map

Rezoning Application

Planning Board Minutes 11-12-2013

Ordinance 14-004 (Rezoning)

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**Form Review**

**Inbox**

City Manager

Form Started By: Clarissa Davis

Final Approval Date: 02/11/2014

**Reviewed By**

Robert Bradshaw

**Date**

02/07/2014 11:28 AM

Started On: 02/06/2014 11:51 AM



# CITY OF FORT PIERCE, FLORIDA

## City Commission Meeting

Agenda Item # 79

Commission Meeting February 18, 2014

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**To** : The Honorable Mayor and Members of the City Commission

**Through** : Robert J. Bradshaw, City Manager

**From** : Rebecca Grohall, AICP, Planning Manager

**Re** : **Ordinance No. 14-003 and 14-004**  
**Application for a change in Zoning and Future Land Use**  
**Classification:**  
**Pine Creek Village Apartments - 1110 N 29<sup>th</sup> Street**

**Date** : February 5, 2014

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**ISSUE(S):** Approval of a Future Land Use Map Amendment from RM, Medium Density Residential to RH, High Density Residential and a Zoning Atlas Amendment (Rezoning) from R-4, Medium Density Residential to R-5, High Density Residential.

**SUMMARY:**

- Constructed between 1970 and 1971.
- Consists of twelve 8-unit multi-family buildings and one 12-unit multi-family building for total of 108 residential units and a newly constructed club house.
- The Zoning Atlas and Future Land Use Amendment is to reflect the existing density.

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Approve the Zoning Atlas Amendment (Rezoning) and Future Land Use Map Amendment.

**ALTERNATIVES:** Deny the Zoning Atlas Amendment (Rezoning) and Future Land Use Map Amendment.

**RESPONSIBLE STAFF:** Clarissa Davis, Planner

**ATTACHMENTS:** Staff Report, Future Land Use/ Zoning Map, Property Record Cards, Minutes of the January 14<sup>th</sup> Planning Board Meeting, Applications.



# CITY OF FORT PIERCE

## PLANNING DEPARTMENT

REBECCA GROHALL, AICP, PLANNING MANAGER  
COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW  
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN FORESTRY ♦ ZONING

**TO:** The Honorable Mayor and Members of the City Commission  
**THROUGH:** Rebecca Grohall, AICP, Planning Manager  
**FROM:** Clarissa Davis, Planner  
**SUBJECT:** Pinecreek Village Apartments: Future Land Use and Zoning Map Amendments  
**DATE:** February 4, 2013

### STAFF REPORT

**Owner/Applicant:** SP Pine Creek Village LP  
Mr. Scott Seckinger, Vice President  
2430 Estancia Boulevard, Suite 101  
Clearwater, Florida 33761

**Representative:** Culpepper & Terpening, Inc.  
Mr. Dennis J. Murphy  
2980 South 25<sup>th</sup> Street  
Fort Pierce, Florida 34981

**Requested Action:** Approval of a Future Land Use Map Amendment from RM, Medium Density Residential to RH, High Density Residential and a Zoning Atlas Amendment (Rezoning) from R-4, Medium Density Residential to R-5, High Density Residential in order to reflect the existing density of the site.

**Location:** 1110 North 29<sup>th</sup> Street

**Parcel Ids:** 2404-608-0120-000/9

**Current Future Land Use:** RM, Medium Density Residential

**Proposed Future Land Use:** RH, High Density Residential

**Current Zoning:** R-4, Medium Density Residential

**Proposed Zoning:** R-5, High Density Residential

**Surrounding FLU & Zoning:**

North	East	South	West
RM/R-4	RM/R-4	RL/R-3	RM/R-4

Parcel(s) Size: 6.61 acres  
 Utilities: Within the FPUA Retail Service Area

**Staff Analysis:**

The applicant is requesting the approval of a Future Land Use Map Amendment from RM, Medium Density Residential to RH, High Density Residential and a Zoning Atlas Amendment (Rezoning) from R-4, Medium Density Residential to R-5, High Density Residential.

The subject site was originally constructed between 1970 and 1971 and predated the 1981 Land Development Code. Currently, the site consists of thirteen multi-family buildings and a newly constructed community clubhouse. There are twelve 8-unit multi-family buildings and one 12-unit multi-family building for total of 108 residential units. The site was recently purchased and all thirteen residential structures have been fully renovated with new kitchens, new bathrooms, new roofs and façade improvements. Additionally, considerable site improvements have been completed including enhanced site circulation, landscaping and sidewalk improvements.

Table 1 demonstrates pertinent existing and proposed data for the subject site.

Table 1: Existing and Proposed Site Data

	Existing	Proposed
Zoning	R-4	R-5
Future Land Use (FLU)	RM	RH
Existing Density	16.4 units / acre	16.4 units / acre
Maximum Density Permitted	12 units / acre	18 units / acre

Given the existing density and the current zoning designation of the site, the site is considered to be nonconforming with regard to density. Per Article VII of the City Code, the site could not be rebuilt to its current density should it be damaged or destroyed to an extent amounting to more than 50 percent of the replacement value at the time of damage.

Given the substantial investment that has recently been made in purchasing and improving the site, the owner/applicant would like to protect their investment by amending the Future Land Use designation and the current zoning designation in order to reflect the actual density of the site. Said amendments will allow the owner to have vested rights for the current number of units that are on the ground today. It should be noted that the requested amendments would actually allow 8 additional units, over-and-above the current site density.

Staff has informed the applicant that additional approvals (Site Plan, Design Review, etc.) would be required in order to rebuild the site should it become damaged or destroyed. Furthermore, the applicant has been informed that the site layout and overall style of a replacement project would most likely differ from that of the current configuration.

### **TRC Recommendation:**

All affected departments have reviewed and approved the applications. No significant increase in traffic or other impacts to public facilities is expected to be generated by the proposed amendments.

### **Planning Board Recommendation:**

At the January 14<sup>th</sup>, 2014 meeting, the Planning Board gave a recommendation of **approval** with the original Staff recommendation with the condition that the property owner shall enter into a Developer's Agreement so as to cap the maximum residential density of the existing parcel at a total of 108 residential units (what currently exists).

During the vote there was a suggestion from a Planning Board member to not place the cap and discussion, however, the vote included the original staff recommendation of including the Developer's Agreement.

### **Staff Comments:**

Before an amendment may be approved, the following standards must be satisfied per Section 22-131 of the City Code:

- (1) The amendment is consistent with the comprehensive plan;
- (2) The amendment will not have an adverse affect on the ability of the city to:
  - a. Satisfy land and water use needs; and
  - b. Meet transportation demands and provide community facilities and services; and
- (3) The amendment will promote and protect the public health, safety and general welfare.

As the proposed amendments meet the above standards and as the proposed amendments serve to administratively cure an existing nonconforming situation, Staff recommends that the City Commission **approve without** the condition that the property owner enter into a Developer's Agreement. Without a Developer's Agreement, the maximum density on that parcel would allow for 116 units rather than the 108 units currently existing. Staff's recommendation is that the 8 additional units which would have a minimal impact on the parcel in terms of level of service, and is adequately served by schools, parks, roads, water and wastewater, etc. Additionally, Staff recommends that the Commission approve without the condition of a Developer's Agreement as a business friendly approach.

# Zoning Map



## Legend

- CCCL
- AG1
- AG2.5
- AR-1
- C1
- C2
- C3
- C4
- C5
- C6
- CP1
- E1
- E2
- E3
- I1
- I2
- I3
- OS1
- OS2
- PUD
- PUR
- R1
- R2
- R3
- R4
- R4A
- R5



3. Name of Representative Culpepper & Terpening, Inc. (attn: Dennis J. Murohy)  
Signature of Representative Dennis J. Murphy  
Mailing address: (Street) 2980 South 25<sup>th</sup> Street  
City Ft. Pierce State Florida Zip 34981  
(Phone) 772-464-3537  
(e-mail) dmurphy@ct-eng.com

4. Legal Description Certain property situated in the County of St. Lucie. State of Florida, and more particularly described as follows:  
  
From the Northwest corner of the NE 1/4 of the SE 1/4 of Section 5. Township 35 South, Range 40 East, St. Lucie County, Florida, run South 0<sup>o</sup> 27' West 329.91 Feet, thence run South 89" 20' East 25 feet to the Point of Beginning: thence continue South 89" 20' East 613.01 feet. thence run South 0<sup>o</sup> 28' West 495.10 feet, thence run N 89<sup>o</sup>19'15" West 612.86 feet, thence run N 0<sup>o</sup> 27' East 494.86 feet to the Point of Beginning.  
  
LESS AND EXCEPT the North 25 feet thereof.  
  
Overall parcel contains 6.614 Acres, more or less.

5. Property Tax ID Numbers: 2404-608-0120-000/9

6. Parcel Acres 6.614 (per survey) 7. Amendment Acres 6.614 (per survey)

8. Property Location/ Address SW corner of the intersection of Avenue L & North. 27th St.

9. Existing Future Land Use RM 10. Proposed Future Land Use RH (see LU application)

11. Existing Zoning R4 12. Proposed Zoning R5

13. Are any other applications being submitted concurrent with this application? Accompanying this application, under separate cover, is a petition for a change in Future Land Use from the RM (Residential Medium Density) to the RH (Residential High Density).

14. Describe the existing improvements and structures on the amendment lands

There are at present 13 residential structures, with 108 residential units on the property. There is also an on-site recreational clubhouse for the use of the community residents.

15. Proposed Use of the amended lands:

To maintain the current residential use and site density of the existing residential community known as Pine Creek Villages.

16. The reason for making this request:

See above.

**OFFICE USE:**

File Number: \_\_\_\_\_ Check No: \_\_\_\_\_ Receipt No: \_\_\_\_\_

LPA Review: \_\_\_\_\_ Transmittal to DEO: \_\_\_\_\_ Adoption: \_\_\_\_\_

Ordinance No: \_\_\_\_\_ Date Approved: \_\_\_\_\_

## Rezoning/Amendment to the Official Zoning Atlas Application Supplement

On a separate sheet provide the following information.

- 1. If you are requesting an amendment to the Official Zoning Maps of the City of Ft. Pierce, state whether the proposed amendment is in conflict with any portions of the City Zoning Ordinances.**

See response to item #2 below.

- 2. Please give a statement describing any changed conditions that would justify a rezoning:**

The petitioned property is located at the SW corner of the intersection of Avenue L and North 27th Street, in the Northwest part of the City of Ft. Pierce. The petitioned property includes 108, multi-family units that were originally constructed in the 1970/71 time period. The petitioned property totals 6.6-acres in area, just as it did in the early-1970's. This residential community is now referred to as the Pine Creek Village Apartments.

The existing number of residential units found on this site is 108. The current site density (expressed as units per acre) is 16.2 du/ac, which is 1.8 du/ac less than 'could' have been located on this property based on sites original zoning classifications that were in effect in the early-1970's. At the time these units were initially constructed, all construction was in accord with all applicable City zoning regulations (as the City did not yet have an adopted Comprehensive Plan in effect) including site density, which at that time permitted up to 18 residential units to the acre on this site.

In 1990, the City of Ft. Pierce, and as subsequently amended through 2012, adopted a revised Local Comprehensive Plan pursuant to the requirements of Section 163.3161, et seq., Florida Statutes. That Comprehensive Plan replaced the original Comprehensive Plan for the City that was adopted in the 1980 time period. As part of the adoption of this Comprehensive Plan, the City adopted a new Future Land Map applicable to all properties inside the city limits. Through the adoption of this Future Land Use Map, (along with all subsequent amendments thereto), a Future Land Use Map designation of RM (Residential Medium) was applied to the petitioned property. The RM Future Land Use designation has a maximum unit density of 12 du/ac.

Recently, the City has authorized the renovation of all 108 units on this site. At a cost of approximately 2.5-million dollars, the current property owners have provided extensive rehabilitation to each of the dwelling units in this community, along with making changes and improvements to the sites recreation amenities and overall site landscaping. However, in permitting the renovations to all of the existing dwelling units on this site, the City has not addressed how the nonconforming aspect of this property is to be addressed, since it is neither the intention, or objective, of the property owners to remove 28 units from this site.

The problem that the current property owners face with the sites current zoning designation is that if as many as 28 units (25% of the total number of units on the site) were deemed to be destroyed or otherwise vacated for a period in

excess of twelve (12) months, those units, under a strict interpretation of the existing City Code, code not be repaired, replaced or reoccupied.

After considerable discussion with City staff on this particular issue, it has been concluded by the applicant that the only way in which we may seek to preserve and maintain the integrity of the Pine Creek property is to request that the Future Land Use (see associated application) and Zoning classification on the site be amended from its current RM (Residential Medium) Future Land Use classification to a RH (Residential High) Future Land Use classification and a change in zoning from the R4 to R5 zoning district. This reclassification would change the unit per acre density from 12 to 18, and would, from a gross residential density perspective, permit a maximum of 120 units on the site, subject to meeting all other applicable City design codes and regulations. Noting that under this scenario the gross unit density would exceed the site density that the property owner presently enjoys, the property owners are prepared to enter into a specific, and separate, development agreement with the City, limiting the maximum development density on this site to 108 units, which is nothing more than is what presently exists on the site. This development agreement, which would be entered into consistent with the provisions of Section 163.3220 - .3243, Florida Statutes.

**3. Please state why there is a need for the proposed rezoning:**

See response to item #2 below. This Change in Zoning is necessary in order to move this property from a nonconforming use position (site density only) to a conforming zoning position in order to validate long-term finance of the property for continuing maintenance and restorative actions.

**4. Please state whether and how the proposed rezoning is consistent with the St. Lucie County Comprehensive Plan:**

See attached petition for a change in Future Land Use from the RM (Residential Medium Density) to the RH (Residential High Density) Classification.

**5. Please give a statement outlining the extent to which the proposed amendment:**

**A) Is compatible with existing land uses;**

The Pine Creek Village property is used for residential uses, just as the properties that surround it. The requested change in zoning will not change the use of this property.

**B) Affects the capacities of public facilities, including but not limited to transportation, sewage, water supply, parks, drainage, schools, solid waste, mass transit, and emergency medical service;**

The Pine Creek Village property is used for residential uses, just as the properties that surround it. The change in zoning will not change the use of this property. The requested change in zoning will not permit development activities

that will place any greater demand on the capacities of public facilities in the area, including but not limited to transportation, sewage, water supply, parks, drainage, schools, solid waste, mass transit, and emergency medical service, than otherwise currently exists on the site property.

**C) Affects the natural environment; (If no adverse impacts expected, please state why.)**

The petitioned properties are presently fully developed for urban use. There are no unique soils, topography, vegetation, or natural resources (wetlands, native habitats...etc) on this site.

**D) Will result in an orderly and logical development pattern;**

Yes.

**E) Will adversely affect the property values in the area;**

No.

**6. Please explain the applicant's interest in the subject property;**

SP Pine Creek Village LP is the owner of the property. At a cost of approximately 2.5-million dollars, the current property owners have provided extensive rehabilitation to each of the dwelling units in this community, along with making changes and improvements to the site's recreation amenities and overall site landscaping.

**7. Please include such other information or documentation that may be deemed necessary or appropriate to a full and proper consideration and disposition of this particular application.**

See attached petition for a change in Future Land Use from the RM (Residential Medium Density) to the RH (Residential High Density) Classification.

\*\*\*\*\*

I certify that: (Check One)

\_\_\_\_\_ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Future Land Use is requested.

xxx I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Dennis J. Murphy \_\_\_\_\_ 08/09/13  
Applicant's Signature Date

2980 South 25<sup>th</sup> Street Ft. Pierce, Florida 34981  
Address State Zip

(772) 464-3537 \_\_\_\_\_ \dmurphy@ct-eng.com  
Phone Fax E-mail Address

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

\_\_\_\_\_  
Property Owner's Name (Please Print) Phone

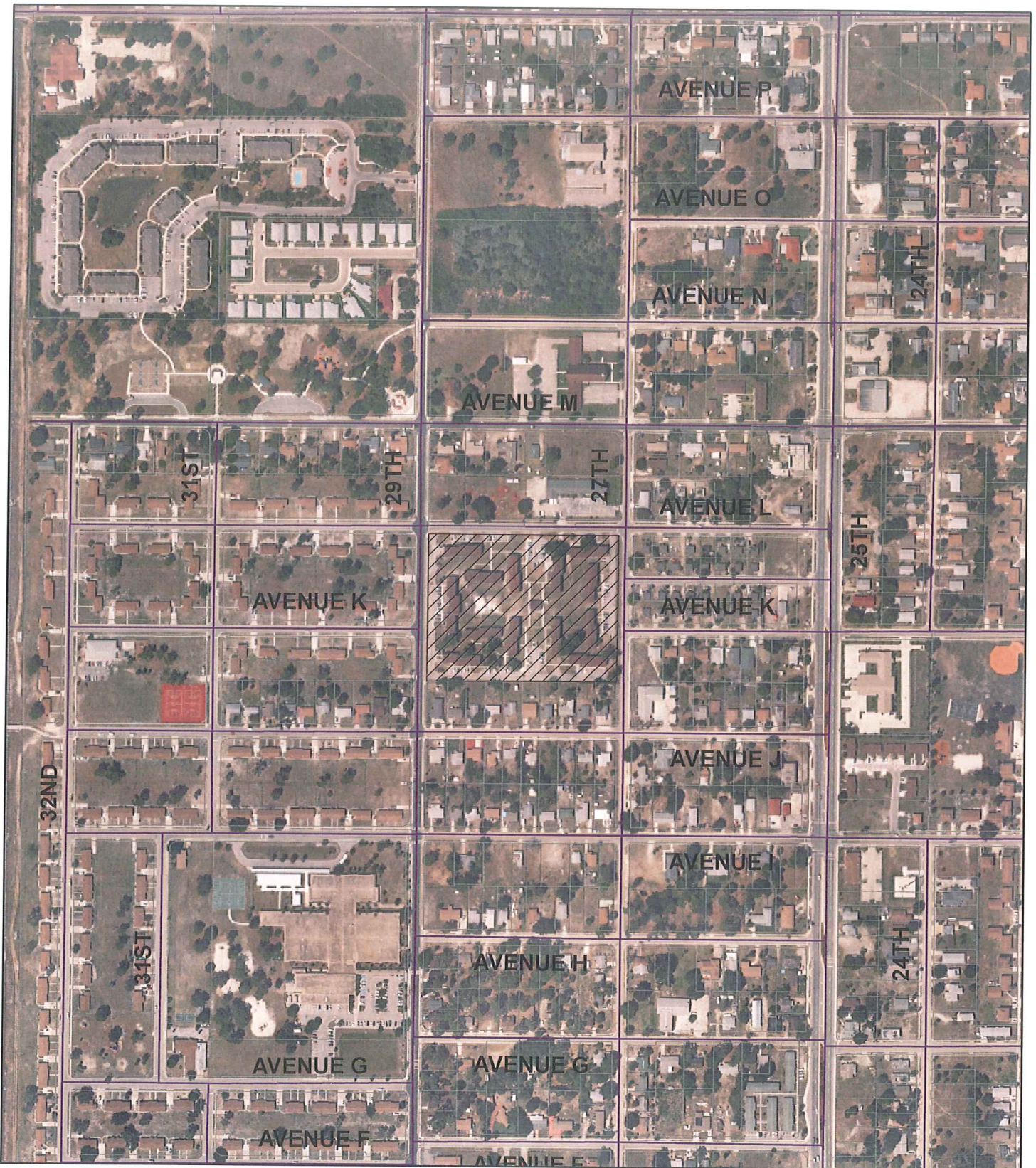
\_\_\_\_\_  
Address State Zip

\_\_\_\_\_  
Property Owner's Signature Date

STATE OF FLORIDA)  
ST LUCIE COUNTY)

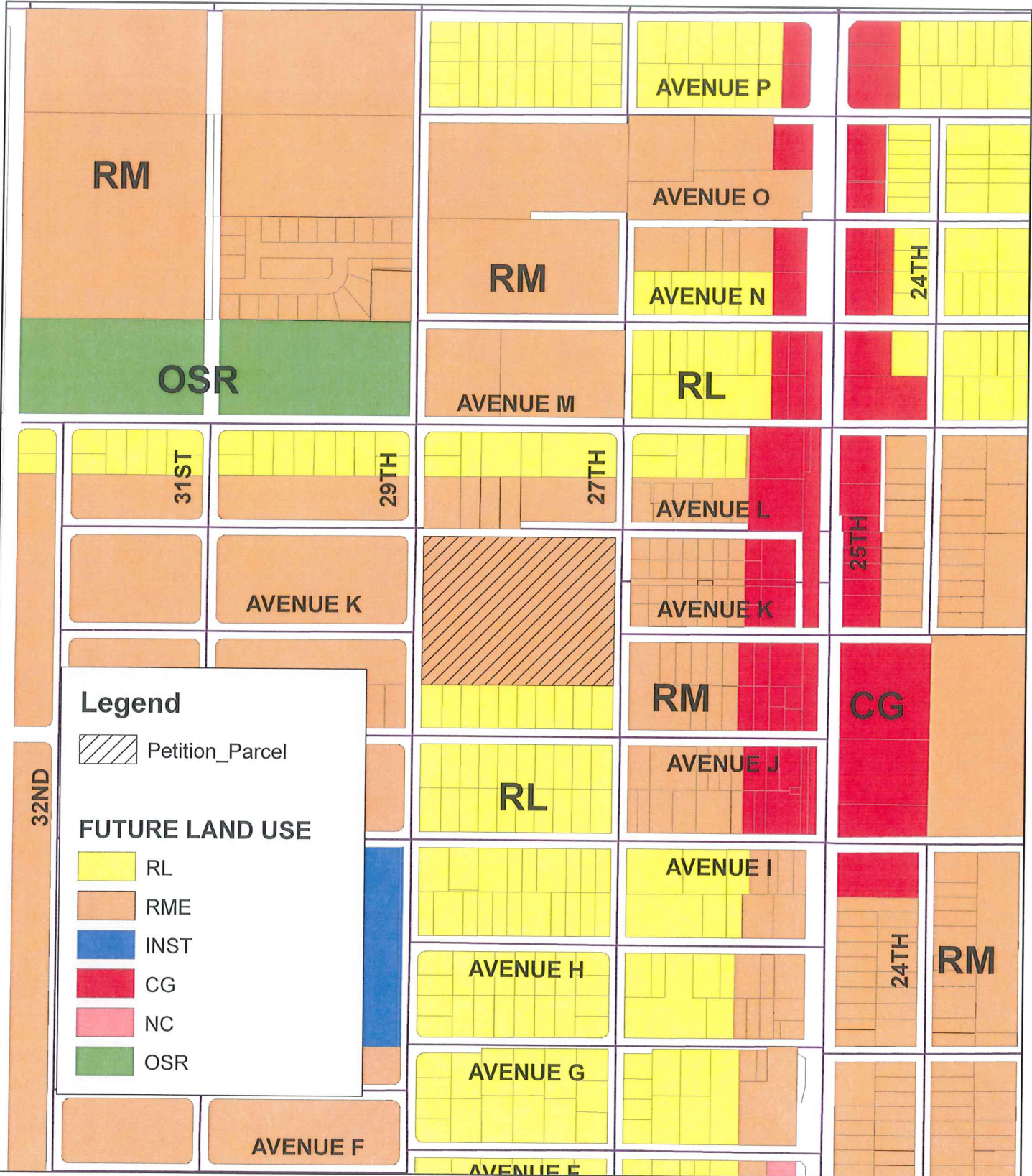
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary (seal)



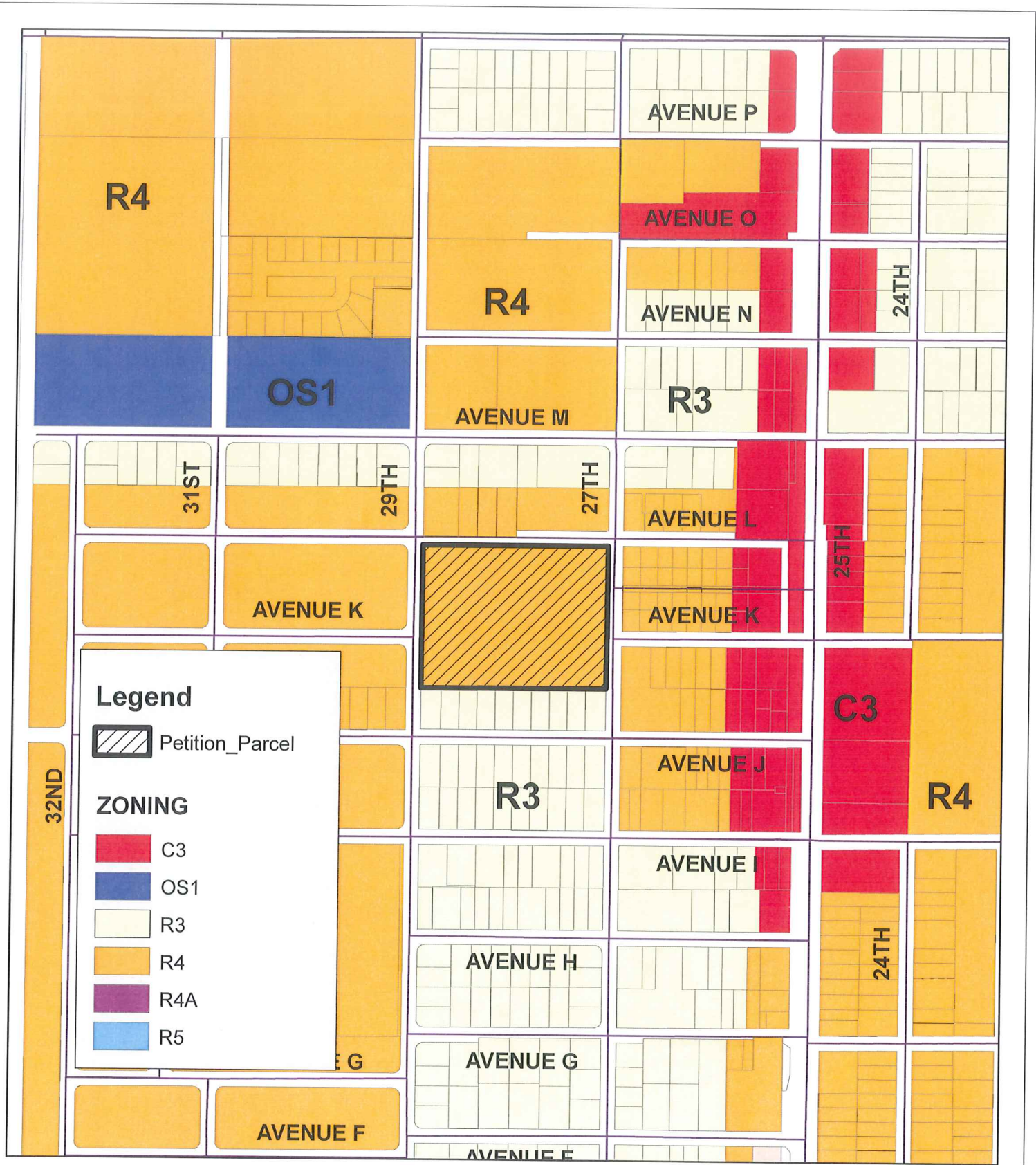
# SP PINE CREEK VILLAGE LP SITE AERIAL






# SP PINE CREEK VILLAGE LP FUTURE LAND USE MAP











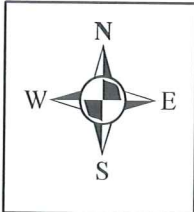
**Legend**

 Petition\_Parcel

**ZONING**

-  C3
-  OS1
-  R3
-  R4
-  R4A
-  R5

**SP PINE CREEK VILLAGE LP  
AREA ZONING MAP**





# CITY OF FORT PIERCE

## PLANNING DEPARTMENT

MATTHEW G. MARGOTTA, AICP, DIRECTOR  
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW  
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

### Map Amendment

Property address or Location 1110 North 29th St.  
Parcel ID #(s) 2404-608-0120-000-9  
Project description Pine Creek Village Apartments

SP Pine Creek Village LP  
Property Owner(s)  
2430 Estancia Blvd., Ste 101  
Street Address  
Clearwater FL 33761  
City State Zip  
727-669-3660  
Phone Number  
sseekinger@sphome.com  
Email Address

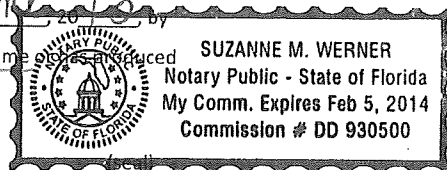
Patrick J. Ferland, PE, Culpepper & Terpening, Inc.  
Applicant/Representative, Title, Company  
2980 South 25th St.  
Street Address  
Fort Pierce FL 34981  
City State Zip  
772-464-3537  
Phone Number  
pferland@ct-eng.com  
Email Address

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

Scott Seekinger, VP  
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY 28th  
The foregoing instrument was acknowledged before me this June 13 day of 2013 by Scott C. Seekinger who is personally known to me by Scott C. Seekinger as identification.

Suzanne M. Werner  
Signature of Notary

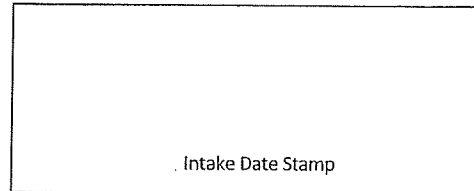


**INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 460-2200 x247**

#### TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date \_\_\_\_\_ Fees \_\_\_\_\_ Control # \_\_\_\_\_ B. Permit # \_\_\_\_\_  
Intake Planner \_\_\_\_\_  
Planner Assigned \_\_\_\_\_  
Approved By \_\_\_\_\_ Date \_\_\_\_\_  
Comments \_\_\_\_\_



# MAP AMENDMENT

Submit one (1) original & seven (7) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- Complete notarized application.
- As-built Survey
- Warranty deed
- Agent letter
- Concurrent submittals
- SLC Property Record Card
- Project Narrative
- Environmental Survey
- C D
- Traffic Impact Report
- Fee
- Support Documentation

### Application Type:

- Amending the Zoning Atlas Map
- Amending the Future Land Use Map

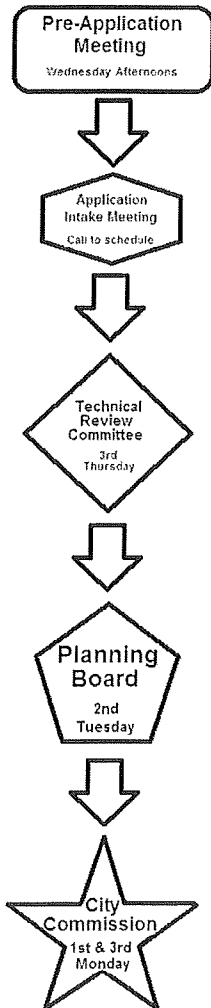
### Site Information:

	Zoning / FLU	Structure	Size (sq. ft.)	Height	Use	Residential Units
Existing	R4/RM	no change	no change	no change	Res	107
Proposed	R5/RH	no change	no change	no change	Res	107

### Surrounding Zoning & Future Land Uses:

North		South		East		West	
R4	RM	R3	RL	R4	RM	R4	RM

### Application Outlook



June 6, 2013

City of Fort Pierce

RE: Pine Creek Village  
Future Land Use Map Amendment & Zoning Map

Please be advised that SP Pine Creek Village LP hereby authorizes Culpepper & Terpening, Inc. to act as its agents relative to the above referenced property and project.

Sincerely,

SP Pine Creek Village LP

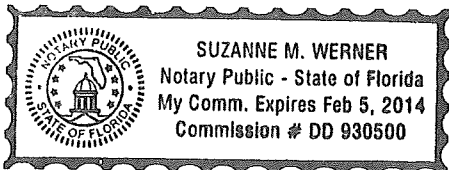
By: SP Pine Creek Village GP Inc; its General Partner

By: ACP Signature Scott Seckinger Print name Vice President Title 6/28/13 Date

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 28th day of June, 2013 by Scott Seckinger, as V.P. SP Pine Creek Village LP Inc, who is personally known to me on behalf of it's General Partner a Florida \_\_\_\_\_.

[Notary Seal or Stamp]



Suzanne M. Werner  
Notary Public-State of Florida  
Print Name: Suzanne M. Werner  
My Commission Expires: Feb 5th 2014

**2013 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

**FILED**  
**Mar 25, 2013**  
**Secretary of State**

DOCUMENT# P11000102054

**Entity Name:** SP PINE CREEK VILLAGE GP, INC.

**Current Principal Place of Business:**

2430 ESTANCIA BOULEVARD  
SUITE 101  
CLEARWATER, FL 33761

**Current Mailing Address:**

2430 ESTANCIA BOULEVARD  
SUITE 114  
CLEARWATER, FL 33761 US

**FEI Number:** 45-3949856

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

TRUSTEE AND CORPORATE SERVICES INC.  
2430 ESTANCIA BOULEVARD  
SUITE 114  
CLEARWATER, FL 33761 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** JEFFREY C. STEINERT

03/25/2013

Electronic Signature of Registered Agent

Date

**Officer/Director Detail Detail :**

Title PSTD  
Name PAGE, J. DAVID  
Address 2430 ESTANCIA BOULEVARD, SUITE 101  
City-State-Zip: CLEARWATER FL 33761

Title VP  
Name MOLINARI, MICHAEL  
Address 2430 ESTANCIA BOULEVARD, SUITE 101  
City-State-Zip: CLEARWATER FL 33761

Title VP  
Name SECKINGER, SCOTT  
Address 2430 ESTANCIA BOULEVARD, SUITE 101  
City-State-Zip: CLEARWATER FL 33761

Title VP  
Name LEACH, PETER H  
Address 2430 ESTANCIA BOULEVARD, SUITE 101  
City-State-Zip: CLEARWATER FL 33761

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** J. DAVID PAGE

PRESIDENT

03/25/2013

Electronic Signature of Signing Officer/Director Detail

Date

**2013 FLORIDA LIMITED PARTNERSHIP ANNUAL REPORT**

DOCUMENT# A11000000897

**Entity Name:** SP PINE CREEK VILLAGE LP

**Current Principal Place of Business:**

2430 ESTANCIA BOULEVARD  
SUITE 101  
CLEARWATER, FL 33761

**Current Mailing Address:**

2430 ESTANCIA BOULEVARD  
SUITE 114  
CLEARWATER, FL 33761 US

**FEI Number:** 37-1655498

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

TRUSTEE AND CORPORATE SERVICES INC.  
2430 ESTANCIA BOULEVARD  
SUITE 114  
CLEARWATER, FL 33761 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** JEFFREY C. STEINERT

03/25/2013

Electronic Signature of Registered Agent

Date

**General Partner Detail Detail :**

Document # P11000102054  
Name SP PINE CREEK VILLAGE GP, INC.  
Address 2430 ESTANCIA BOULEVARD, SUITE  
101  
City-State-Zip: CLEARWATER FL 33761

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a general partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** J. DAVID PAGE

PRESIDENT

03/25/2013

Electronic Signature of Signing General Partner Detail

Date

DS: \$35,000.00  
Rec: \$35.00  
\$35,035.50

**Prepared by and return to:**  
Amber F. Williams  
Pepple Cantu Schmidt PLLC  
2430 Estancia Blvd., Suite 114  
Clearwater, FL 33761

COPY  
**SPECIAL WARRANTY DEED**

THIS INDENTURE is made effective on October 16, 2012, by My Fort Pierce, L.L.C., a Florida limited liability company, formerly known as Fort Pierce, L.L.C., a Florida limited liability company ("**Grantor**"), whose mailing address is 49 Wall Street, Worcester, MA 01604, and SP Pine Creek Village LP, a Florida limited partnership ("**Grantee**"), whose mailing address is 2430 Estancia Boulevard, Suite 101, Clearwater, FL 33761.

**WITNESSETH:**

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto Grantee and its successors and assigns forever, that certain real property together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest, estate, reversion, remainder and easement thereto belonging of in anywise appertaining (the "**Property**") in St. Lucie County, Florida, as more particularly described in **Exhibit A** attached hereto and made a part hereof,

Tax Parcel ID No. 2404-608-0120-000-9.

The tax identification number for the Grantee is \_\_\_\_\_.

TO HAVE AND TO HOLD the Property in fee simple forever.

Grantor covenants with Grantee that at the time of delivery of this deed with respect to the Property, Grantor's interest is free from all liens and encumbrances except for the matters shown in **Exhibit B** attached hereto and made a part hereof, none of which shall be reimposed hereby, and that Grantor will warrant the title to the Property and will defend the same, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Signatures on following page]

COPY

IN WITNESS WHEREOF, Grantor has executed this deed the day and year above written.

Signed in the presence of:

GRANTOR:

Wonne Collier  
Signature

Wonne Collier  
Printed Name

[Signature]  
Signature

DAVID E. NELSON  
Printed Name

My Fort Pierce, L.L.C.

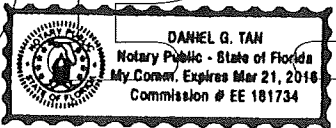
By: Stephen H. Schneider  
Stephen H. Schneider, Managing Member

STATE OF FLORIDA     )  
COUNTY OF DUVAL     )

This foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2012 by Stephen H. Schneider, as Managing Member for My Fort Pierce, L.L.C., a Florida limited liability company, on behalf of the company. He [is personally known to me] [has produced New Hampshire driver license as identification].

**COPY**

Notary Public: [Signature]  
Printed Name: DANIEL TAN  
My Commission Expires: \_\_\_\_\_  
[NOTARY SEAL]



**COPY**

EXHIBIT A  
to  
SPECIAL WARRANTY DEED

Legal Description

Certain property situated in the County of St. Lucie, State of Florida, and more particularly described as follows:

From the Northwest corner of the NE ¼ of the SE ¼ of Section 5, Township 35 South, Range 40 East, St. Lucie County, Florida, run South 0° 27' West 329.91 Feet, thence run South 89° 20' East 25 feet to the Point of Beginning; thence continue South 89° 20' East 613.01 feet, thence run South 0° 28' West 495.10 feet, thence run North 89° 19' 15" West 612.86 feet, thence run North 0° 27' East 494.86 feet to the Point of Beginning.

LESS AND EXCEPT the North 25 feet thereof.

COPY

Deed Pine Creek Final.doc

Page 3 of 4

COPY

EXHIBIT B  
to  
SPECIAL WARRANTY DEED

Permitted Exceptions

1. Terms, conditions and restrictions set forth in that certain Foreclosure Sale Use Agreement recorded in the Office of the Clerk of the Circuit Court in and for St. Lucie County in Book 808, Page 2013, of the Public Records of St. Lucie County, Florida.
2. Rights of tenants in possession, as tenants only, under prior unrecorded residential leases.

COPY

COPY

Deed Pine Creek Final.doc Page 4 of 4  
COPY

**PROPERTY RECORD CARD**

SP Pine Creek Village LP Record: 1 of 14

<<Prev Next >> Spec Assmnt Taxes Exemptions Permits Home Print

Property Identification

Site Address: 1110 N 29th St  
 Sec/Town/Range: 05:35S :40E  
 Map ID: 24/05S  
 Zoning: R4

ParcelID: 2404-608-0120-000-9  
 Account #: 16788  
 Use Type: M-F >= 10U  
 City/Cnty: Fort Pierce



Ownership and Mailing

Owner: SP Pine Creek Village LP  
 Address: 2430 Estancia Blvd Ste 101  
 Clearwater FL 33761

Legal Description

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

Sales Information

Date	Price	Code	Deed	Book/Page
10/11/2012	5000000	0001	SP	3443 / 2263
9/18/2000	3100000	01	WD	1329 / 0116
9/14/2000	3100000	00	WD	1329 / 0106
9/24/1992	605000	00	DE	0808 / 2008

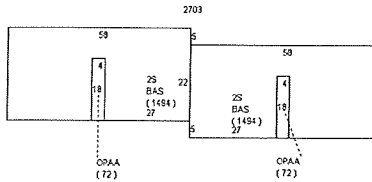
Assessment 2012

2012 Final: 2608800  
 Assessed: 2608800  
 Ag.Credit: 0  
 Exempt:  
 Taxable:  
 Taxes: 64297.54

Total Land and Building

Land Value: 810000 Acres: 6.66  
 Building Value: 1798800  
 Finished Area: 81452 SqFt

BUILDING INFORMATION



Exterior Features

View: - RoofCover: FS - Fibrglss Shg RoofStruct: GA - Gable  
 ExtType: LITC - Lithc Apart YearBlt: 1971 Frame: -  
 Grade: C - C EffYrBlt: 1971 PrimeWall: BP - Conc Block  
 StoryHght: 0020 - 2 Story No.Units: 107 SecWall: -

Interior Features

BedRooms: 214 Electric: MX - MAXIMUM PmIntWall: DW - Drywall  
 FullBath: 0 HeatType: FHA - FrcdHotAir AvgHt/Ft:  
 1/2Bath: 0 HeatFuel: ELEC - Electric Pm.Flors: CU - Carpet  
 %A/C: 100 %Heated: 100 %Sprinkled: 0

Special Features and Yard Items

Type	Y/S	Qty	Units	Qual.	Cond.	YrBlt.	No.	Use Type	Type	Measure	Depth
ASP2 - ASP2 LOW	Y	1	67000	AV	AV	1971	1	0300-M-F >= 10U	107 -Unit	108	
CNC2 - CONCRETE LOW	Y	1	10500	AV	AV	1971					
FEN6 - CHAINLINK 6'	Y	1	1600	AV	AV	1971					

Land Information

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.





# CITY OF FORT PIERCE PLANNING BOARD

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## Planning Board Minutes

**OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, DECEMBER 10<sup>th</sup>, 2013, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.**

Chairman Weaver called the meeting to order.

-----

The Pledge of Allegiance was recited.

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The next item considered -- **Item #2 Roll Call**

**Upon Roll Call, those present were:** Ms. Castro, Ms. Cummings, Ms. Slep, Mr. O'Connell, Mr. Clancy, Mr. Poitier, Mr. George, Ms. Ganzi, Ms. Baker, Mr. Burdge and Chairman Weaver.

**Those not present:** Mr. Paul.

**Staff Present:** Ryan Sweeney, Senior Planner; Clarissa Davis, Planning Specialist; Rebecca Grohall, Planning Manager; James Walker, Assistant City Attorney.

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The next item considered – **Item #3 Consideration of Absences**

Ms. Castro was excused from her previous absence. Mr. Paul's absence was excused.

-----

The next item considered – **Item #4 Certification of Alternate Member Voting Status**

All regular seated Board members were present.

-----

The next item considered – **Item #5 Approval of the November 12<sup>th</sup> 2013 Minutes.**

**Mr. Clancy made a motion and was seconded Mr. Poitier-** To approve.

**A voice vote is taken.**

**Motion passes unanimously.**

-----

The next item considered – **Item # 6 Future Land Use Map Amendment (LPA Hearing) - 1110 North 29th Street - Pine Creek Village:** A request for approval to change the Future Land Use designation from RM, Medium Density Residential to RH, High Density Residential. The owner is SP Pine Creek Village LP, represented by Dennis Murphy of Culpepper & Terpening, Inc. The Planning Board, as the Local Planning Agency, to review and provide a recommendation.

Ryan Sweeney: This presentation for item 6 will also be for item 7. The subject site is located at 1110 North 29<sup>th</sup> street, southeast of the intersection of 29<sup>th</sup> and Avenue L. The site currently has a Future Land Use designation of RM, *Medium Density Residential* and is zoned R-4, *Medium Density Residential*. The subject site was originally constructed in 1970 and 1971. It pre-dates the former Land Development Code which was adopted in 1981. Currently the site consists of 13 multifamily buildings. 12 of which are 8 unit buildings and 1 is a 12 unit building with a centralized community club house. The total density is 108 dwelling units. The site has been recently purchased and completely renovated with improvements to the interior and exterior of all of the multifamily buildings as well as considerable site improvements around the exterior of the site. Based on the existing zoning and the existing units, the site is considerably nonconforming with regards to density, therefore the applicant would like to amend the Future Land Use designation and the zoning of the site in order to reflect what's actually on the ground. Additionally, the applicant would like to have the ability to rebuild at its current density should the site become damaged or destroyed 50% or more than the replacement value. The applicants also indicated that they would be amiable to entering into a developer's agreement to cap the overall density of the site at its current density of 108 dwelling units. That instrument would be separate and would be approved by the City Commission.

Before an amendment can be approved, the following standards per Section 22-131 of the City Code must be met: The amendment is consistent with the Comprehensive Plan, the amendment will not have an adverse effect on the ability to satisfy land and water use needs and to make transportation demands and provide community facilities and services, and the amendment will promote and protect the public health, safety and general welfare. As the proposed amendments meet the above standards and as the proposed amendments serve to administratively cure an existing nonconforming situation, staff recommends that the Planning Board forward a recommendation of approval with the condition that the property owner shall enter into a developers agreement so as to cap the maximum residential density of the existing parcel at a total of 108 residential units.

Ms. Castro states that the property record card states that it was purchased over a year ago for \$5 million. Then the improvements were done and yet it's assessed at \$3.44 million. It is not understood why the variance between purchasing it at this time and having it assessed at such a significantly low rate.

Mr. Sweeney states that values are certified with a affective date of January 1<sup>st</sup>. The improvements were not done until after January 1<sup>st</sup>. They were done in this calendar year. It is assumed a significant increase will occur for the assessed value by January 1<sup>st</sup>. The

improvements that were done were a considerable investment. It was roughly a \$2 million dollar renovation that was done this year.

Chairman Weaver asks what the range is for RM and for RH. What is the maximum density for each?

Mr. Sweeney states that R-4 and RM are 12 units per acre while R-5 and RH are 18 units per acre. The current site density is roughly 16 and a half. The applicant is considerably over the existing zoning and is not much below the maximum density of the proposed land use and zoning change.

Dennis Murphy (applicant representative): We have talked to staff about the application process and have been at this for quite some time. Basically, we're trying to restore, retain or at least hold the current value that we have in terms of unit numbers on the property. We have made a considerable investment in the property and it does look better than it was. We think it is helping the entire neighborhood. I will entertain any questions the Board may have.

Ms. Baker asks if it is the intention of the developer and the new owner to have this completely residential.

Mr. Murphy states that at the best of his knowledge there are no commercial intentions on the property.

Ms. Baker asks if there may be a long-term facility or other type of housing.

Mr. Murphy states that at the best of his knowledge it is strictly going to be regular housing.

Mr. Poitier states that whoever bought it did a very good job with it. It needed the improvement 30 years ago. They did a very good job.

Mr. Murphy states that he will pass that along.

Chairman Weaver asks if the driving force behind the land use and future land use change is for insurance purposes and rebuild ability.

Mr. Murphy states that is correct. If something were to happen to the property today, since it is technically a nonconforming use, under the rules the owner would not be able to restore what is there today. Financing and improvements have been made predicated upon a certain number of dwelling units on the property. This would be to protect that investment. That is why the applicant is not opposed to entering into the developer agreement which would cap the unit numbers on the property as of today.

Chairman Weaver asks Mr. Murphy how long he has been in the process since the applicant has made the first application.

Mr. Murphy states that the application was submitted in the middle of the summer. Around 5 months; this is about right for this kind of a process. It gives time to prep the applications and then there's the process itself.

**Mr. Clancy makes a motion and is seconded by Ms. Poitier** - to approve the land use map amendment with staff's recommendation.

**Those in favor:** Ms. Castro, Ms. Cummings, Ms. Slep, Mr. O'Connell, Mr. Clancy, Mr. Poitier, Mr. George, Ms. Baker, Mr. Burdge and Chairman Weaver.

**Those opposed:** None.

**Motion is approved unanimously.**

-----

The next item considered – **Item # 7 Zoning Atlas Amendment (Rezoning) – 1110 North 29th Street - Pine Creek Village:** A request for approval to change the zoning designation from R-4, Medium Density Residential to R-5, High Density Residential. The owner is SP Pine Creek Village LP, represented by Dennis Murphy of Culpepper & Terpening, Inc.

Ryan Sweeney: Meeting the Section 22-131, the three criteria listed, the zoning atlas amendment does meet the standards, therefore staff is recommending that the Planning Board forward a recommendation for approval with the condition that the property owner shall enter into a developers agreement so as to cap the maximum residential density of the existing parcel at a total of 108 units.

Chairman Weaver asks if the Planning Board is in a circumstance where there has to be 'give and take' where the overall build out capacity has to give somewhere else in order for the taking of just a few residential credits at this location. It is known that in the coastal high hazard area there would be 'give and take' if some density credits were taken from one area. Is there anything that would apply to that overall in the city?

Mr. Sweeney states that the City currently does not have a transfer development rights system in place for the mainland or a formal system at all.

Mr. Poitier states that the people Dennis Murphy represent are doing a wonderful job.

Ms. Castro asks if the property is primarily a Section 8 rental property.

Mr. Murphy states that he unsure if it is. He is working strictly from the point of view of this residential development.

Ms. Ganzi states that she did not have a chance to visit the property, but was able to view an aerial. It seems as if development is encouraged, especially in this type of circumstance where a neighborhood is fixed up. It seems almost like a hindrance to have the applicant go through putting together the developer's agreement. How much more time would it take now for this applicant to go through a developer's agreement to just sell out a few more

units that they don't seem like they're intending to put there anyway? Would it be easier if the Board made the recommendation of approval without the developer's agreement?

Mr. Sweeney states that it is not going to take much more time at all. The developer's agreement does have to be drafted, but this ordinance is going to require two readings and also will have to be transmitted to DEO. It will not be a considerable amount of additional time.

Ms. Ganzi asks if this is an extra clause to say that they will be capped at the 108 units versus not including that language for the potential of it slightly going up, should they want to add a few more units or forbid something happened there then they would rebuild to the highest density possible.

Chairman Weaver states that a developer's agreement at the least would take 4 -6 hours of the City attorney's time. Can the Planning Board accomplish the same thing as the developer's agreement if the Board structures a motion as such?

Mr. Sweeney states that the only thing the Planning Board is considering at the moment is the amendment.

Mr. Walker states that when a zoning action is expressly made contingent on that, then the Board will open the door to concerns about contract zoning.

**Mr. Clancy makes a motion and is seconded by Ms. Poitier** - to approve the zoning atlas amendment with staff's recommendation.

**Those in favor:** Ms. Castro, Ms. Cummings, Ms. Slep, Mr. O'Connell, Mr. Clancy, Mr. Poitier, Mr. George, Ms. Baker, Mr. Burdge and Chairman Weaver.

**Those opposed:** None.

**Motion is approved unanimously.**

-----

The next item considered – **Item #8 Comments from the Public**

None.

-----

The next item considered – **Item #9 Comments from the Board**

Chairman Weaver states that the Treasure Coast Regional Planning Council is currently considering a template draft manufacturing encouragement ordinance for the cities to review. It is outside of the exact context of what this Board would review, but it could add implications on the future land use and LDR. If there are any thoughts towards encouraging manufacturing that would be good for this community, you can gather further information at the Regional Planning Council website.

Mr. Burdge asks when allowing "comments from the public" was approved by the Board.

Chairman Weaver states that there is a public law to that effect, but will let Ms. Grohall answer.

Mr. Walker states that at the past session of the Legislature, there was a measure championed by Senator Negrón which provided that reasonable opportunity be given to members of the public speaking to agenda items. The Board remains to establish parameters defining that access.

Mr. Burdge states that he does not want the Planning Board to end like the beginning of the City Commission. It is agreed that the public should have the opportunity to speak on agenda items and they would be able to do that under the public hearing.

Chairman Weaver states that there has been some push back on the tolerance of conversations by the members of the Board outside of the scope of the items on the agenda, but what is being said is recognized. It is a legitimate concern and whoever is Chair at the time, as these public comments come forward, should do their best to keep them within the parameters of the agenda items that the Board is considering.

Mr. Burdge states that the Board should take a definitive stand on whether the Board wants this to happen or not since there is the availability for the public to speak at any time during the hearings. The Board needs to express the intentions and desires over particular issues that affect the City, at times maybe with latitude of the Chair, but surely items that affect the City as a whole especially under the safety aspect. Item #8 is out of order. It has not been approved by the Board that it be placed on the agenda.

Chairman Weaver states that staff has probably presented what they felt was the appropriate type, location and measure of input that the public can comment to.

Ms. Grohall states yes. To be in compliance of the state laws, staff put it on the agenda. Certainly parameters for what the public comments can entail as well as how long it can last are appropriate matters for the Board. It is not believed that the Planning Board will receive what has taken place at the City Commission.

Mr. Burdge states that once people hear that they can come to the Planning Board and take their three, five or ten minutes that people will start showing up and the board will have the fiasco that the City Commission has where they can't stop it.

Chairman Weaver asks if the matter could be discussed at the next meeting as far as the number of minutes each person is allowed for public comment and a predetermination of which agenda items the individuals are intended to speak on.

Ms. Grohall answers yes.

Chairman Weaver states that perhaps the Board members could have their input ready for the next meeting.

**Mr. Burdge makes a motion and seconded by Mr. Poitier** – to remove the ‘Comments from the Public’ from the Planning Board agenda.

Chairman Weaver states that this motion would put the Board in violation of the public comment law that was recently passed.

Mr. Walker states that Mr. Burdge may be correct in his assertion that the rules as currently drafted provide for fair latitude to members of the public to speak on agenda items specifically through our rules 10c and 10d, however there is no rule as such that addresses public participation. If the Board wanted to study the question of revising its rules in some manner to address that subject, it would be free to do so. If there was interest in considering or addressing that topic at the next meeting, that is a possibility for the purpose of facilitating that consideration to furnish to the members of the Board a copy of the act that was adopted by the legislature last year so that the Board can consider that in light of the current rule to determine whether an actual amendment of the rule should indicated or not.

Chairman Weaver states that Board has two options: either allow staff to come back with some comments or to knock it off the agenda. The Chair has historically had some discretion on allowing members of the public to speak as well and it is unsure how removing the item from the agenda may impact that. Mr. Burdge’s motion will not be supported by the Chair.

Ms. Slep asks if it is understood that Mr. Burdge wishes the public to not have the opportunity to speak.

Mr. Burdge states that the intent is to allow the public to have their say during the agenda items that come before the Board. With this type of latitude, the Board would be entertaining comments from the public where they can talk about anything they wanted to and the Board would have to allow that. Mr. Walker suggested that his office could explain the public comment law better. It is not opposed to allow the public to come and speak on any item on the agenda, however to allow someone at the podium to personally attack any of the Board members is not suggested.

Ms. Baker states that comments from the public on agenda items that are not public hearings are not required. It would be at the discretion of the Chair. It is agreed that comments from the public on agenda items should be allowed, but they are not at this point codified. A free-for-all should not be allowed; on the other hand the Board should codify the fact that public comments can be heard on agenda items that are not public hearings. It would have to be discussed and carefully thought out.

Ms. Grohall states that the City Commission is working on a draft of those same principles including no personal attacks, addressing the Commission as a whole etc. If there are inappropriate comments or comments that do not pertain to planning matters, the Chairman can shut that down. If the person is out of order, that can be addressed too.

Ms. Baker states that there have been Commission meetings where people have had to be forcibly removed by police. Having been verbally and physically attacked the consequences

of having a free-for-all and comments from the public that are not related to the agenda are known. It is unwanted for the Planning Board's public comments to dissolve into an alternate to the City Commission for people who have been restrained in some way.

Mr. Walker states that the procedure that is in place states: "Procedure for discussion' The following procedure will normally be observed: a.) The committee and staff presents report; makes recommendation, b.) The Board may ask questions regarding the committee or staff report, c.) Proponents of the agenda item make presentation, d.) Opponents make presentation."

Anyone who is either for or against any agenda item has the ability to speak to this Board in connection with that.

Chairman Weaver asks if there is a difference in opinion from staff and the City attorney's office about the necessity of the stand-alone comments from the public item.

Mr. Walker states that he has not spoken to the necessity for that. That is solely a matter to be judge by this Board. Whether or not the Board feels as if this language in question and the present rules are sufficient or not is a matter that should be deferred to the Board. It is unsure if staff has expressed any contrary view.

Chairman Weaver states that he is still seeking guidance in light of the new law that passed by Senator Negron that prompted staff to bring this to the Board's attention in addition to the existing input that the public can give. Staff has proposed to install it in the agenda. The Board is in no position to review the requirements of the new law. It is believed it is the City attorney's responsibility to give feedback on whether the attorney feels that the Board is obligated to have this separate.

Mr. Walker states that had the City attorney's office concluded that there was any conflict that statute and the rule in its current form, it would have been brought to the attention of the Board.

Ms. Castro states that at the City Commission meetings, public comment is given before the agenda items which in some cases can prolong the meeting significantly. What Mr. Burdge has brought to the attention to the Board is agreed with; that people stick to the agenda items and people can speak with respect to that. If someone has an item that they would like to discuss with staff, could staff then place it on the agenda to be discussed?

Ms. Grohall states that typically nothing is placed on the agenda that is not an application or ordinance of some type. If someone wants to come in and discuss anything that they think is a planning matter and could be addressed, they could come in and see staff.

Ms. Baker states that at a previous meeting the Board has asked Mr. Walker to ask for various items that were not agenda items, but were of interest to the Planning Department to be brought before the Board. The idea that the Board is open for discussion of extraneous matters is still available. No discourse or legitimate comments from the public is being cut off. The motion on the floor would simply prevent the type of spectacle that transpires at the City Commission meetings.

Mr. George states that at the last meeting the Board had a good opportunity to see when the public came to the podium for comments and congratulate the Board on a job well done. Opening to the public will give them the opportunity to speak whether it is good or bad for 1 or 2 minutes.

Chairman Weaver states that there are concerns on whether the Board will be in compliance with the new law. Anything that is taken off the agenda tonight is not going to impact the discretion shown to Chair in allowing people to approach the podium under the right circumstances. It is preferred to have more speech than less speech.

**Those in favor:** Ms. Castro, Mr. O'Connell, Mr. Clancy, Mr. Poitier, Ms. Baker and Mr. Burdge.

**Those opposed:** Chairman Weaver, Ms. Slep and Ms. Cummings Mr. George.

**Motion passes 6-4.**

Chairman Weaver states that staff had good intentions to open the meeting up with a little public comment. It doesn't necessarily have to end at this juncture. It would be favorable for staff to come back with a series of parameters that may allow a little bit more public comment.

**Chairman Weaver passes the gavel.**

**Mr. Weaver makes a motion and is seconded by Mr. George** - to ask staff to come back with parameters on how public comments might be better incorporated then it currently is.

Mr. O'Connell asks if the motion is for a new rule set for comments [from the public] or is it going to be specifically for the items that are being discussed.

Mr. Weaver states that staff could come back and the Board may have the opportunity to talk about the subject in generality and specifics and probably be some background that will include a copy of the law and the new ordinance the City Commission is drafting and the Board will have a chance to think it through and make a decision there after.

Chairman Burdge states that the motion on the floor is that staff recommend to the Board, if staff decides that they would want to get involved, staff may decide that it may be better left to the Board to decide issues and procedures by the Board versus staff making recommendations other than those that would require legal recommendations which would come from Mr. Walker. He has already expressed to the Board that if there was any violation it would have been brought forward.

Mr. Walker states that the only thing that is transpiring at the moment is that staff is going to offer a draft that will merely service the template for discussion and whether an amendment is adopted by this Board in which form or with what language or provisions is a matter that will be strictly up to the Board after its review of the recommended language and materials that are offered in furtherance thereof.

Chairman Burdge asks if it is believed that the matter is strictly for the Board's discussion or is the intent to allow public to enter in discussion which is already available on items that are on the agenda. What is being asked is that the additional item of discussion strictly reserve to the public rather than strictly reserved to the public during the course of the meeting which would include an additional agenda item that would open the meeting to anyone who wants to speak before the Board on supposedly an time that is on the agenda which they are currently allowed to do.

Mr. Weaver states that the request is to give staff the opportunity to come back with something that the Board could live with that could give the public more of an opportunity to speak.

Chairman Burdge states that he is embarrassed that the item is even on the agenda because the Board was never approached. If individual members of the Board were approached and it was suggested by someone then that is fine, however the Board went through a number of meetings before the Board members had "Comments from the Board". The agenda that was presented to the Board this evening was a decision someone made to have comments from the public, but the Board never approved it.

Ms. Grohall states that it was her decision to place the item on the agenda to further comply with the State statute.

Chairman Burdge states that staff should have approached the City attorney to see if it complied with State statute. The attorney has already expressed that the Board is allowing people to have public input during the course of the meeting.

Ms. Baker states that the Board wants to have more public participation, but the Board does not want to have disruption. Staff could develop a separate program in which the public is invited to come to the Planning Board and present their ideas, problems and concerns about planning issues in the City of Fort Pierce.

Ms. Castro asks if Ms. Baker is suggesting that it would be separate meeting that would happen perhaps twice a year.

Ms. Baker answers yes.

**Mr. Weaver amends his previous motion** – to ask staff to come back with recommendations with how the Board may better handle the public comments situation.

Chairman Burdge states that a motion for staff input may not be needed. It would not have to be voted on. A Board member can always request items from staff unless there is overall opposition by Board members.

**Those in favor:** Mr. Weaver, Ms. Cummings and Mr. George.

**Those opposed:** Mr. O'Connell, Ms. Castro, Ms. Slep, Mr. Clancy, Mr. Poitier, Ms. Baker, and Chairman Burdge.

**Motion fails 3-7.**

Mr. Burdge asks Mr. Walker to come back and inform the Board if it is in any violation of the State statute.

Mr. Walker states that it has been addressed. When the bill was enacted, it was reviewed in light of the question of whether the Board's rules were in compliance. It was felt that the Board's rules, with particular attention to the subparts under rule 10 that have been discussed, gave ample scope for public to interact with the Board, therefore it is not believed to be any legal issue of compliance. The City attorney's office would be happy to supply the Board members with a copy of that statute.

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The next item considered – **Item #10 Adjournment.**

**Poitier makes a motion and is seconded by Ms. Cummings** – to adjourn.

**ORDINANCE NO. 14-004**

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **REZONING** THE PROPERTY GENERALLY LOCATED AT **1110 NORTH 29<sup>TH</sup> STREET**, FROM R-4, MEDIUM DENSITY RESIDENTIAL ZONE, TO R-5, HIGH DENSITY RESIDENTIAL ZONE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

**BE IT ORDAINED** by the City Commission of the City of Fort Pierce, Florida, a municipal corporation, as follows:

**SECTION 1.** From and after the effective date hereof, the following property legally described as:

GARDEN CITY FARMS 05 35 40 TRACT79-LESS N 25 FT- AND N 1/2 OF TRACT 82-LESS RD R/W- (OR 3443-2263)

shall be and the same is hereby rezoned from R-4, Medium Density Residential Zone, to R-5, High Density Residential Zone; said property being generally located at 1110 North 29<sup>th</sup> Street in Fort Pierce, Florida, known as Pine Creek Village Apartments.

**SECTION 2.** All ordinance or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3.** This Ordinance is and the same shall become effective immediately upon final passage thereof.

**APPROVED AS TO FORM  
AND CORRECTNESS:**

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Robert V. Schwerer, Esq.  
City Attorney

STATE OF FLORIDA)  
ST. LUCIE COUNTY)<sup>SS</sup>

**WE, THE UNDERSIGNED**, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 14-004 was duly advertised by title only in the St. Lucie News Tribune on February 3, 2014; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on February 18, 2014; and was duly introduced, read by title only, and passed on second and final reading on March 3, 2014, by the City Commission of the City of Fort Pierce, Florida.

**IN WITNESS HEREWITH**, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 3rd day of March, 2014.

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Linda Hudson,  
Mayor Commissioner

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Linda W. Cox,  
City Clerk

(CITY SEAL)

**City Commission Regular Meeting**

**Agenda Item # 10. c.**

**Meeting Date:** 02/18/2014

**Re:** Ordinance 14-005 - Annexation of 3700 Okeechobee Road - Indian River Oil

**Submitted For:** Rebecca Grohall, Planning & Zoning Manager, Planning & Zoning

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**SUBJECT:**

Ordinance No. 14-005 - Annexation of 3700 Okeechobee Road - Indian River Oil - FIRST READING

**SUMMARY:**

- The Property Owner and Applicant have voluntarily requested annexation into the Fort Pierce City Limits
- The Parcel shall receive a zoning classification and future land use (FLU) designation compatible with the current assignments in St. Lucie County; in this case, C-3, General Commercial and GC, General Commercial.
- All Departments, including St. Lucie County Growth Management, have reviewed the annexation request and provided approvals.
- The Planning Board voted unanimously to recommend approval at the January 14, 2014 meeting.
- Pursuant to Policy Section 4.1.1 of the Joint Planning Agreement, notice was provided to St. Lucie County on January 10, 2014.

**RECOMMENDATION:**

Approval

**ALTERNATIVES:**

Denial

**RESPONSIBLE STAFF:**

Kori Benton, Historic Preservation Officer

**COORDINATED WITH:**

N/A

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**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

Current assessed value: \$35,600

Estimated municipal ad valorem taxes: \$235

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## Attachments

[Staff Report](#)

[Proposed Ordinance 14-05](#)

[Proposed Ordinance 14-05 Exhibits](#)

[Site Aerial](#)

[Site Zoning Map](#)

[Property Record Card](#)

[Application](#)

[Boundary Survey](#)

[Planning Board Minutes 1-14-14](#)

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## Form Review

**Inbox**

City Manager

Form Started By: Kori Benton

Final Approval Date: 02/07/2014

**Reviewed By**

Robert Bradshaw

**Date**

02/07/2014 11:24 AM

Started On: 02/04/2014 10:15 AM



# CITY OF FORT PIERCE

## PLANNING DEPARTMENT

REBECCA GROHALL, AICP, PLANNING MANAGER  
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW  
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

**TO:** Rebecca Grohall, AICP, Planning Manager

**FROM:** Kori Benton, Historic Preservation Officer

**RE:** **Indian River Oil  
Voluntary Annexation  
3700 Okeechobee Road**

**DATE:** February 4, 2014

### STAFF REPORT

**Owner:** Indian River Oil Co  
3700 Okeechobee Rd  
Fort Pierce FL 34947-4558

**Applicant:** Robert Fender, Jr.  
1026 Hispana Avenue  
Fort Pierce, FL 34982

**Requested Action:** Approval to annex the subject property into the City of Fort Pierce

**Location:** 3700 Okeechobee Road

**Parcel ID:** 2417-331-0010-000-6

**Zoning:** CG, Commercial General – St. Lucie County

**Surrounding Zoning:**

North	East	South	West
CN	C-3	CG	C-3

**Future Land Use:** COM, Commercial

**Parcel Size:** 1.73 acres

**Utilities:** Located within the FPUA Retail Service Area

### **Staff Analysis:**

The property owner and applicant are requesting approval for the annexation of Parcel ID# 2417-331 0010-000-6 (3700 Okeechobee Road).

The subject property is currently zoned CG, Commercial General within St. Lucie County. Annexation of the property will render a zoning of C-3, General Commercial for the site once in the City of Fort Pierce. The C-3, General Commercial District is intended to provide for a broad variety of business activities including consumer good stores, convenience goods and service establishments, offices and tourist/entertainment facilities. With the proper site features, this district is suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations.

The site has been utilized for decades as a retail and light wholesale location for the sale of various petroleum products such as diesel fuel, hydraulic fluid, etc. The existing petroleum storage tanks on site are limited in size and visual scale based on their magnitude and location on the property in relation to Okeechobee Road and the customer parking area. The longstanding use of the property is consistent with City Code Sections 22-22. - Allowed Uses and 22-78. - Existing Conditional Uses. In the event that the property owner and applicant seeks to expand the operation, for example, with the addition of storage containers, further presentation of product stock outside, etc., further conditional use approval is required.

### ***Comprehensive Plan***

The City shall evaluate proposed annexations within the urban service boundary based upon City Comprehensive Plan Objective 1.11 and Policies, 1.11.5 and 1.11.6 which affirm the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery.

Properties annexed shall receive a future land use designation compatible with the SLC future land use designation assigned, unless otherwise approved by the City Commission. In addition, general City policy is that annexed properties shall receive a zoning classification consistent with the SLC zoning classification; if the City Code does not provide such a classification, the SLC classification will remain until the request is made by the property owner for a zoning change to a City classification. The presented annexation provides for the application of equivalent zoning and future land use designations for the transition.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery. The annual fiscal impact of annexation of the subject parcel encompasses an estimated \$235 in ad-valorem taxes and \$250 in

stormwater management & maintenance fees. The revenue from solid waste collection cannot be approximated at this time. The annexation of the property will not have an adverse impact on adopted level of service standards for public facilities. The subject site borders two parcels currently within the City limits, therefore the annexation of this property furthers the goal of eliminating municipal boundary irregularities in an effort to improve service delivery.

**Planning Board Recommendation:**

The Planning Board, at their January 14<sup>th</sup>, 2014 meeting, unanimously to recommend approval of the annexation.

**Staff Recommendation:**

Staff recommends the City Commission **approve** the request to annex Parcel # 2417-331-0010-000-6 (3700 Okeechobee Road) into the Fort Pierce City Limits as it furthers the goals, objectives and policies of the Comprehensive Plan.

**ORDINANCE NO. 14-05**

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE PROPERTY LOCATED AT **3700 OKEECHOBEE ROAD**, SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2015; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWTH; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, Part I, Chapter 171, Florida Statutes, set forth a procedure for Municipal Annexation;

WHEREAS, in Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality, and;

WHEREAS, the owner or owners have submitted an application petitioning the City of Fort Pierce to be annexed to the municipality;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

**SECTION 1.** The territorial limits of the City of Fort Pierce, Florida, be and they are hereby extended to annex to the said City:

3700 Okeechobee Road, Parcel ID 2417-331-0010-000-6

Legal Description:

17 35 40 BEG 25FT W OF NE COR OF SW 114 OF SW 1/4 RUN W 233.23FT, TH SLY // TO TOTTEN RD 523.5 FT TON R/W OF OKEE RD, TH NEL Y ALG R/W TO PT 25 FT W OF E LI OF SW 114 OF SW 1/4, TH ALG LI // TO AND 25 FT W OF E LI OF SW 114 OF SW 114 375.7 FT TO POB-LESS N 120FT THEREOF AND LESS RD R/W- (80) (1.73 AC) (OR 197-1143).

**SECTION 2.** That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit A hereof as of January 1, 2015 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

**SECTION 3.** That the City Clerk shall cause notice of this annexation to be published once each week for two consecutive weeks prior to final passage in the St. Lucie Tribune in Fort Pierce, Florida.

**SECTION 4.** That upon this ordinance becoming effective, the land herein described on Exhibit A and annexed to the territorial limits of the City of Fort Pierce shall be and the same is zoned C-3, General Commercial, and assigned a future land use designation GC, General Commercial, as shown on Exhibit B.

**SECTION 5.** All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

**SECTION 6.** This Ordinance shall be and become effective immediately upon final passage.

STATE OF FLORIDA)  
ST. LUCIE COUNTY) SS

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 14-05 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on \_\_\_\_\_, and on \_\_\_\_\_; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida on February 18<sup>th</sup>, 2014; and was duly introduced, read by title only and passed on second and final reading on March 3<sup>rd</sup>, 2014, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the \_\_\_\_\_.

\_\_\_\_\_  
Mayor Commissioner

\_\_\_\_\_  
Linda W. Cox, City Clerk

(CITY SEAL)

**EXHIBIT A to ORDINANCE No. 14-05**

**Parcel ID and Legal Description of Parcel Included in Annexation**

**Parcel ID:** 2417-331-0010-000-6

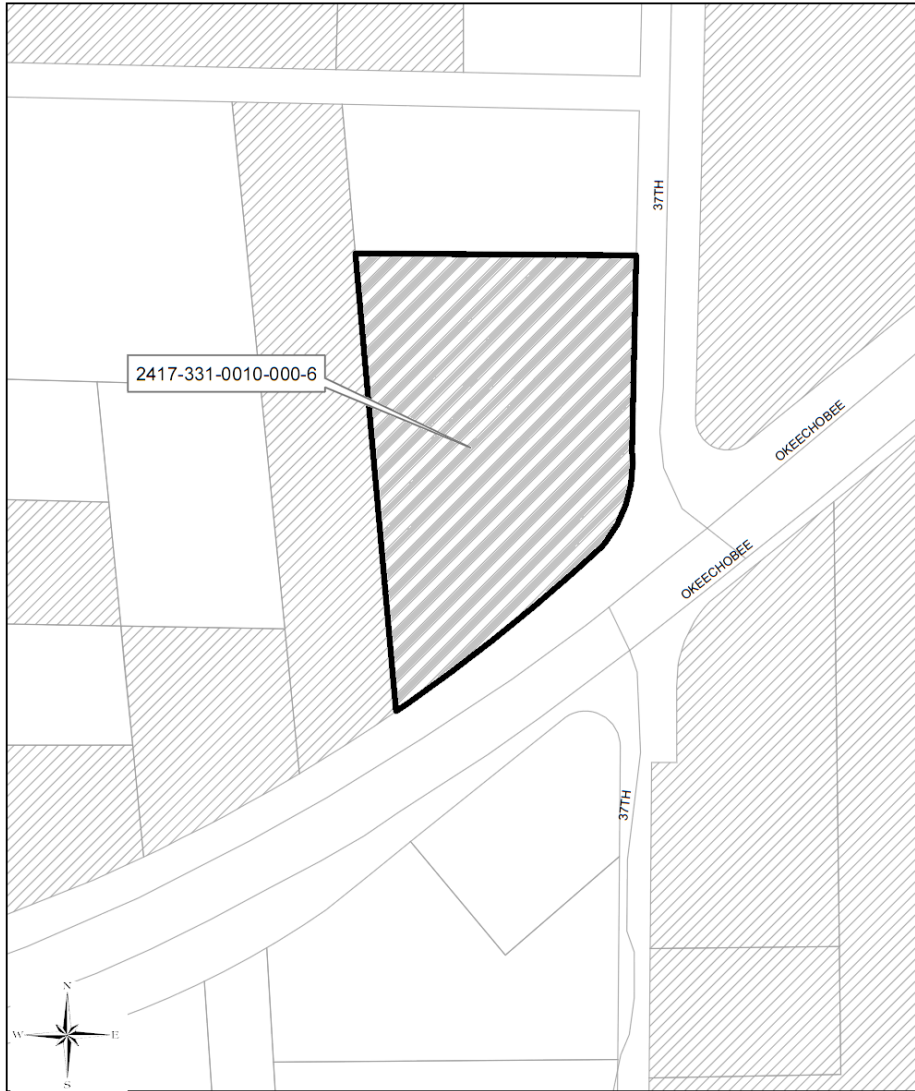
**Legal Description:**

17 35 40 BEG 25 FT W OF NE COR OF SW 1/4 OF SW 1/4 RUN W 233.23FT, TH SLY // TO TOTTEN RD 523.5 FT TO N R/W OF OKEE RD, TH NELY ALG R/W TO PT 25 FT W OF E LI OF SW 1/4 OF SW 1/4, TH ALG LI // TO AND 25 FT W OF E LI OF SW 1/4 OF SW 1/4 375.7 FT TO POB-LESS N 120 FT THEREOF AND LESS RD R/W- (80) (1.73 AC) (OR 197-1143)

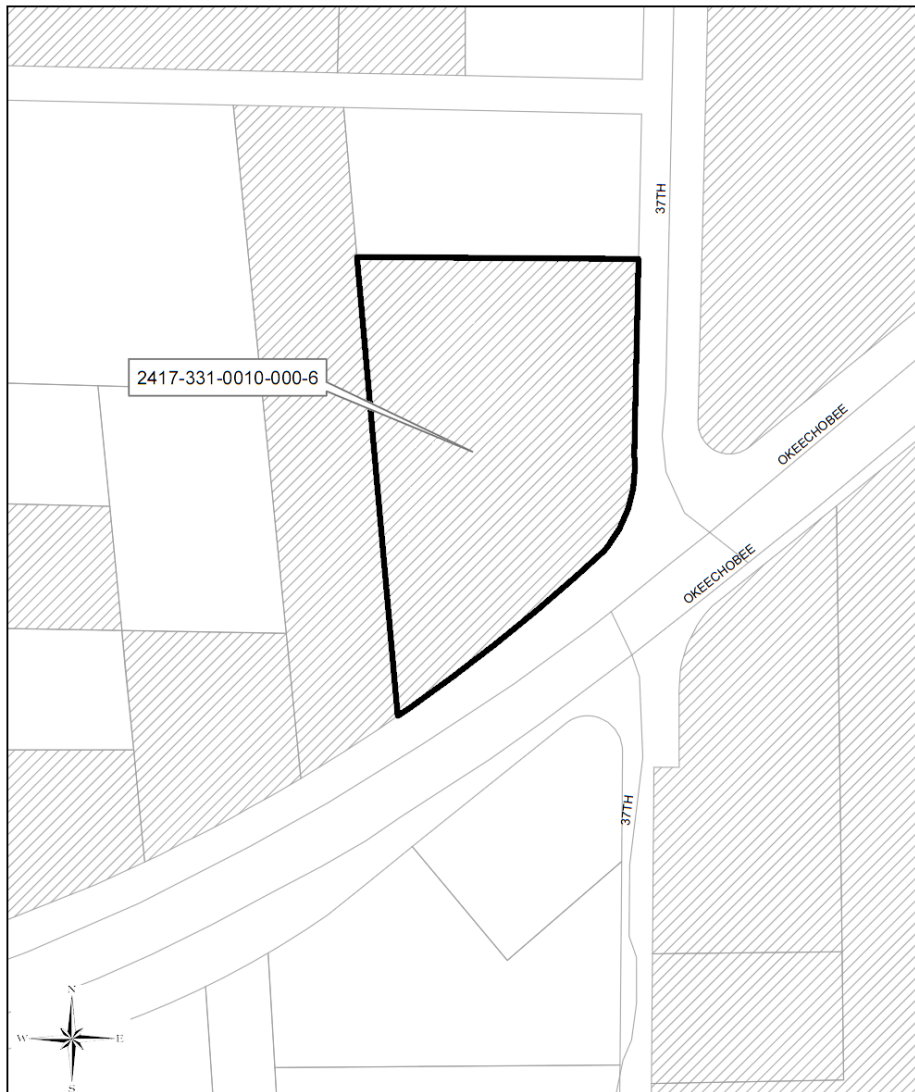
**EXHIBIT B to ORDINANCE No. 14-05**

**Maps**

**Proposed Annexation Area**

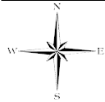
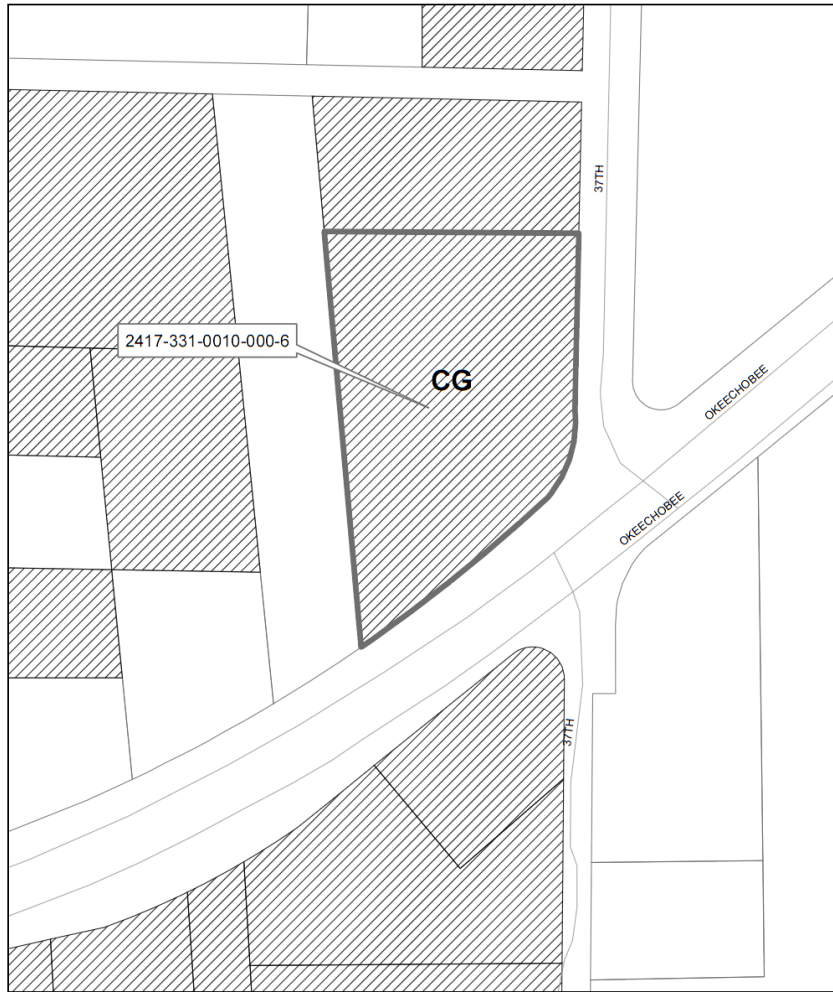


**City Boundaries after Proposed Annexation**



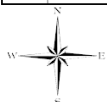
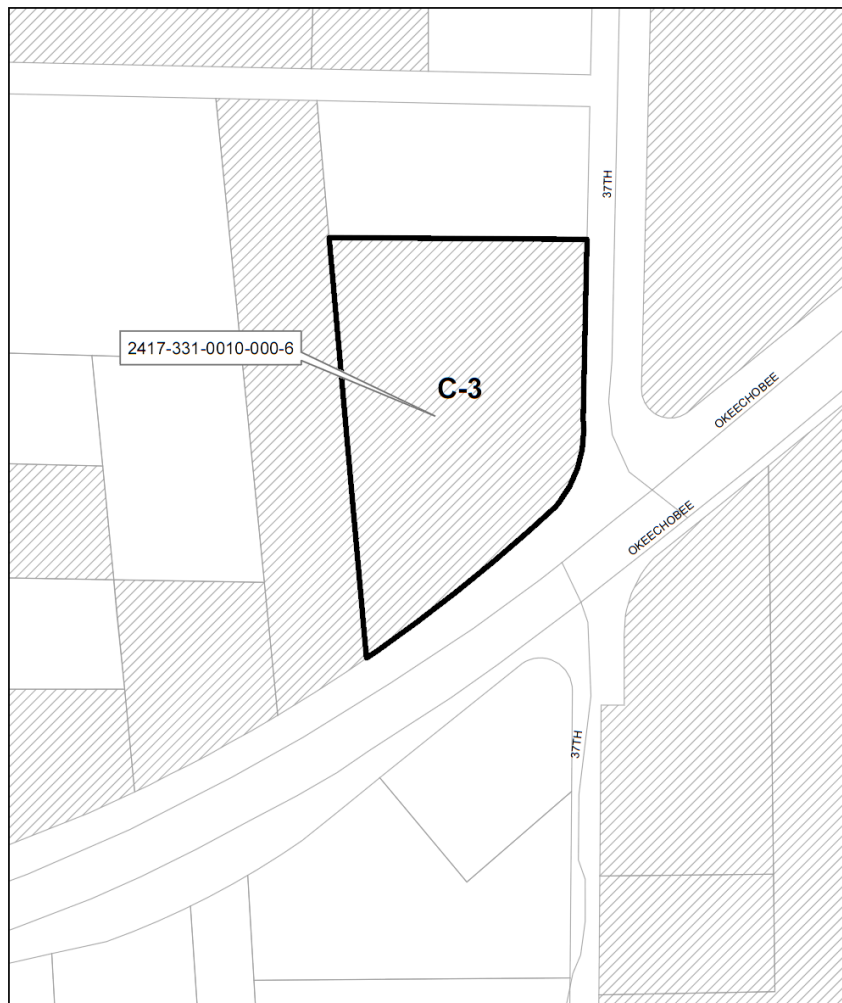
**EXHIBIT B to ORDINANCE No. 14-05**

**Existing Zoning**



**UNINCORPORATED ST LUCIE COUNTY  
CURRENT ZONING**

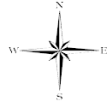
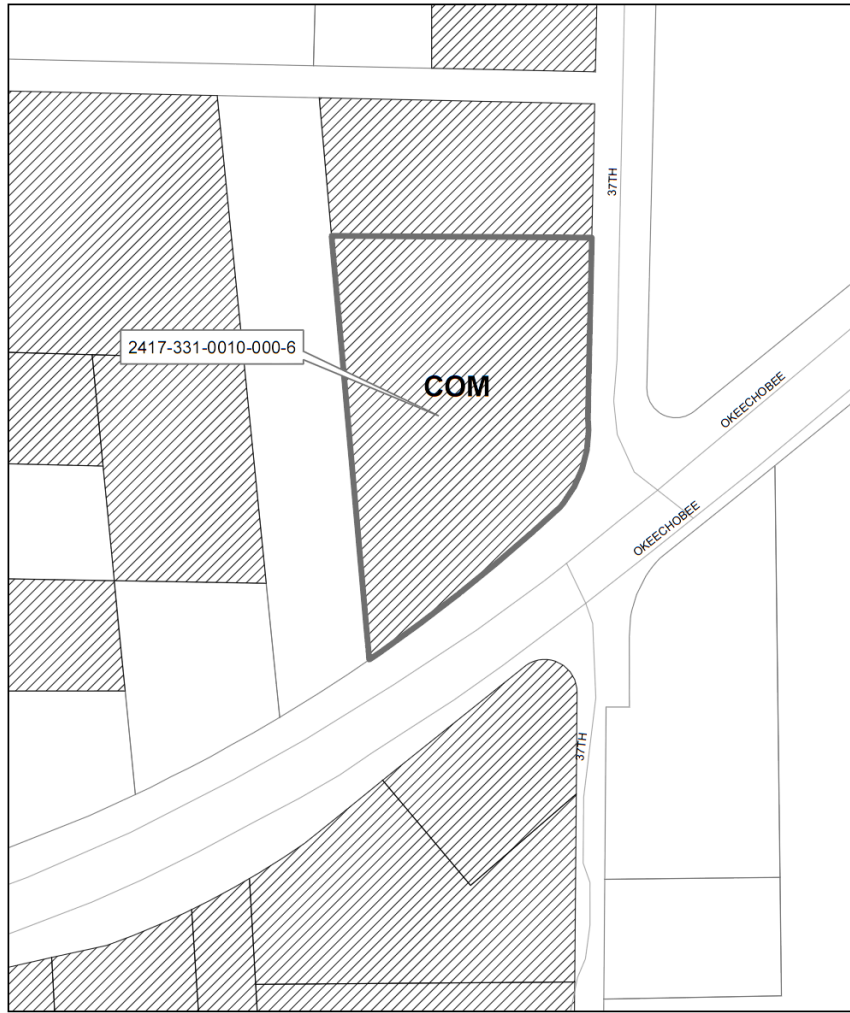
**Proposed Zoning**



**REVISED CORPORATE LIMITS:  
PROPOSED ZONING**

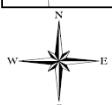
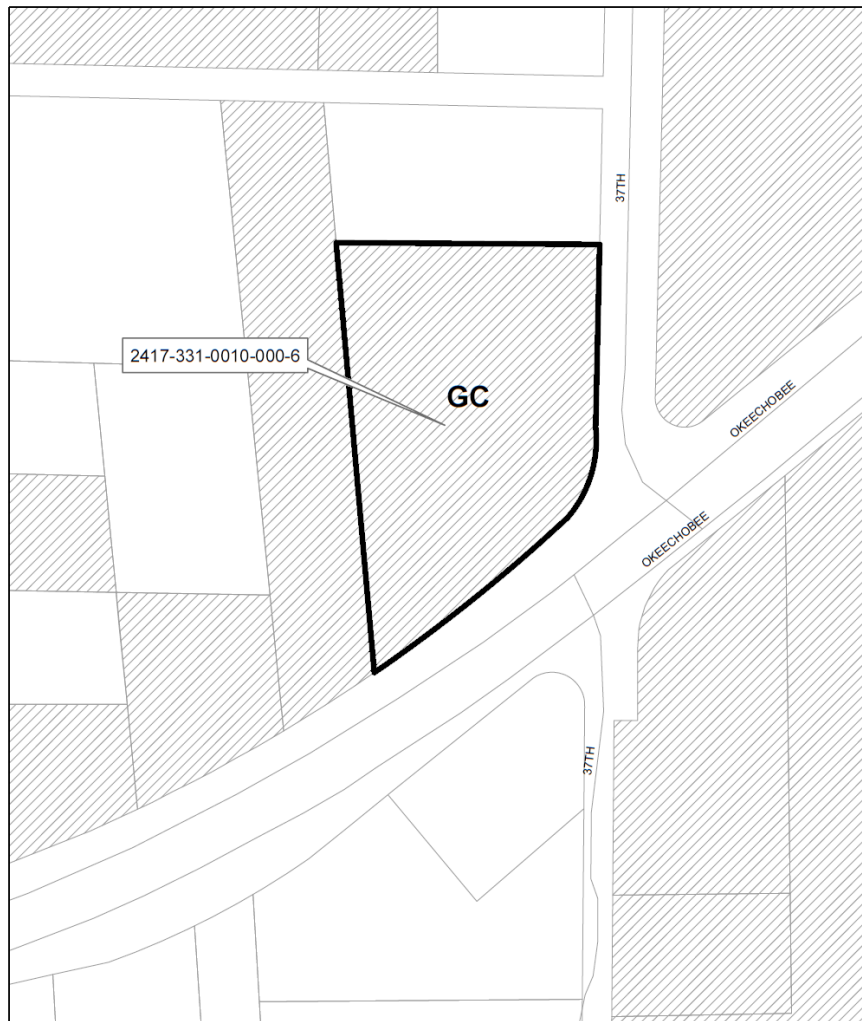
**EXHIBIT B to ORDINANCE No. 14-05**

**Existing Land Use**




**UNINCORPORATED ST LUCIE COUNTY  
CURRENT FUTURE LAND USE**

**Proposed Land Use**



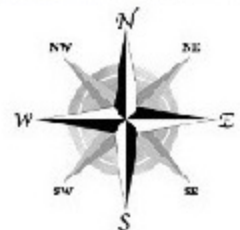
**REVISED CORPORATE LIMITS:  
PROPOSED FUTURE LAND USE**



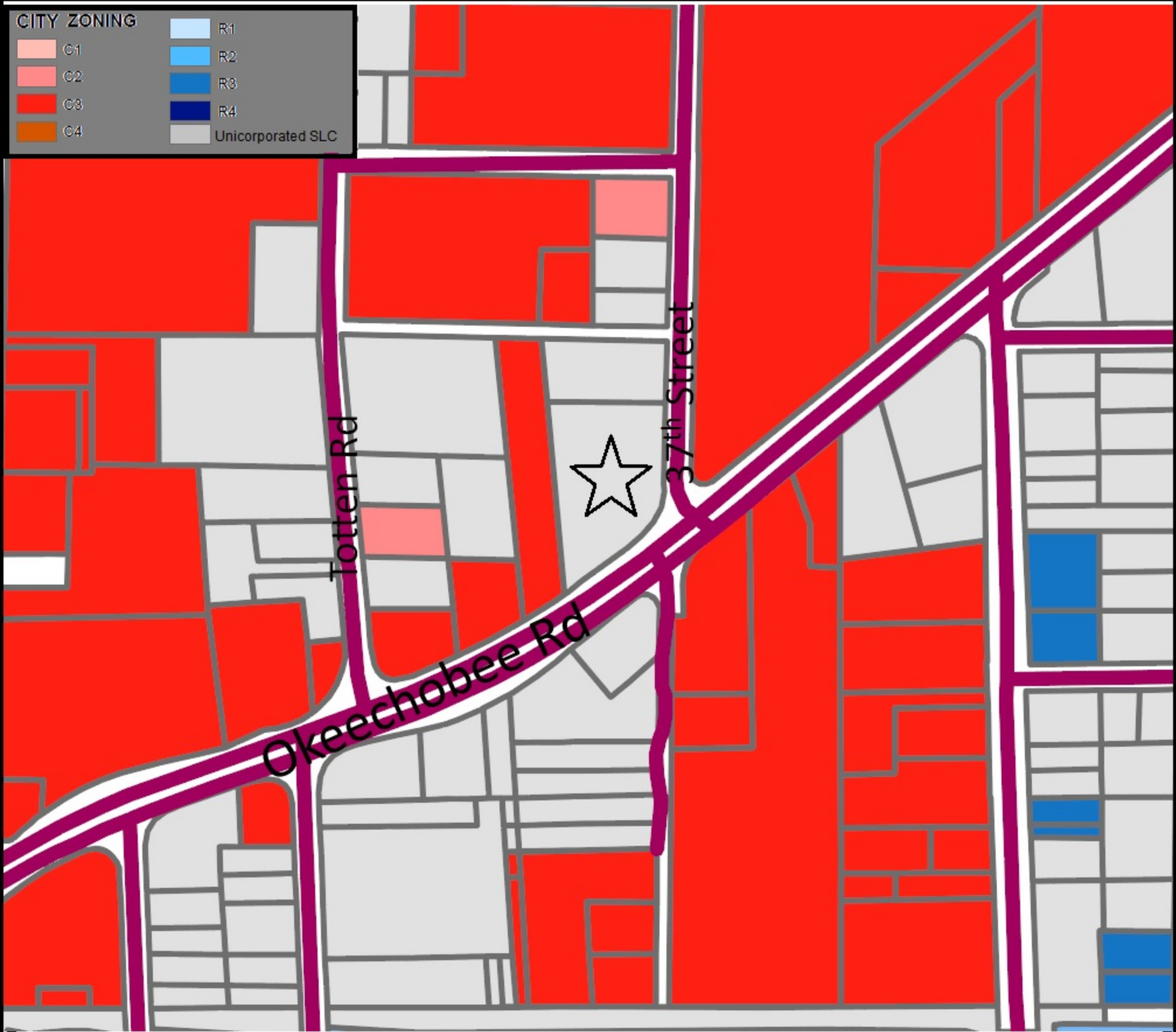
 City  
Limits



**Indian River Oil**  
3700 Okeechobee Rd



CITY ZONING			
	C1		R1
	C2		R2
	C3		R3
	C4		R4
			Unincorporated SLC



**Indian River Oil**  
 3700 Okeechobee Rd



**PROPERTY RECORD CARD**

Indian River Oil Co Record: 1 of 1 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

**Property Identification**

Site Address: 3700 OKEECHOBEE RD ParcelID: 2417-331-0010-000-6  
 Sec/Town/Range: 17 :35S :40E Account #: 26503  
 Map ID: 24/17S Use Type: OFCE BLDG  
 Zoning: CG City/Cnty: Saint Lucie County



**Ownership and Mailing**

Owner: Indian River Oil Co  
 Address: 3700 Okeechobee Rd  
 Fort Pierce FL 34947-4558

**Legal Description**

17 35 40 BEG 25 FT W OF NE COR OF SW 1/4 OF SW 1/4 RUN W  
 233.23FT, TH SLY // TO TOTTEN RD 523.5 FT T  
[More...](#)

**Sales Information**

Date	Price	Code	Deed
1/1/1900	0		

Book/Page  
/

**Assessment 2013**  
 2013 Final: 35600  
 Assessed: 35600  
 Ag.Credit: 0  
 Exempt:  
 Taxable:  
 Taxes: 720.98

**Total Land and Building**  
 Land Value: 26400 Acres: 1.73  
 Building Value: 9200  
 Finished Area: 3745 SqFt

**BUILDING INFORMATION**



**Exterior Features**

View:	-	RoofCover:	TG - Tar & Gravel	RoofStruct:	FS - Flat/Shed
ExtType:	LROF - OFFICE	YearBlt:	1950	Frame:	-
Grade:	Y_D+ - Commer D+	EffYrBlt:	1950	PrimeWall:	BP - Conc Block
StoryHght:	0010 - 1 Story	No.Units:	1	SecWall:	-

**Interior Features**

BedRooms:	0	Electric:	MX - MAXIMUM	PrmIntWall:	PT - PT
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/FI:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	VT - Vinyl Tiles
%A/C:	75	%Heated:	75	%Sprinkled:	100

**Special Features and Yard Items**

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.	No.	Use Type	Type	Measure	Depth
CNC2 - CONCRETE LOW	Y	1	3198	AV	AV	1950	1	1700-OFCE BLDG	333 -Sq Feet	75359	
LGT1 - SINGLE LIGHT	Y	1	2	AV	AV	1980					
FEN6 - CHAINLINK 6'	Y	1	1035	AV	AV	1980					
BARB - BARB WIRE	Y	1	1035	AV	AV	1980					
CNC2 - CONCRETE LOW	Y	1	2122	AV	AV	1970					
CNC2 - CONCRETE LOW	Y	1	1710	AV	AV	1970					

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.



# CITY OF FORT PIERCE

## PLANNING DEPARTMENT

COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW  
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

### APPLICATION FOR ANNEXATION

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

#### Application submission shall include the following:

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

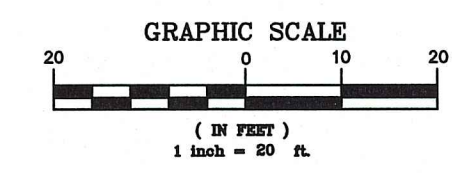
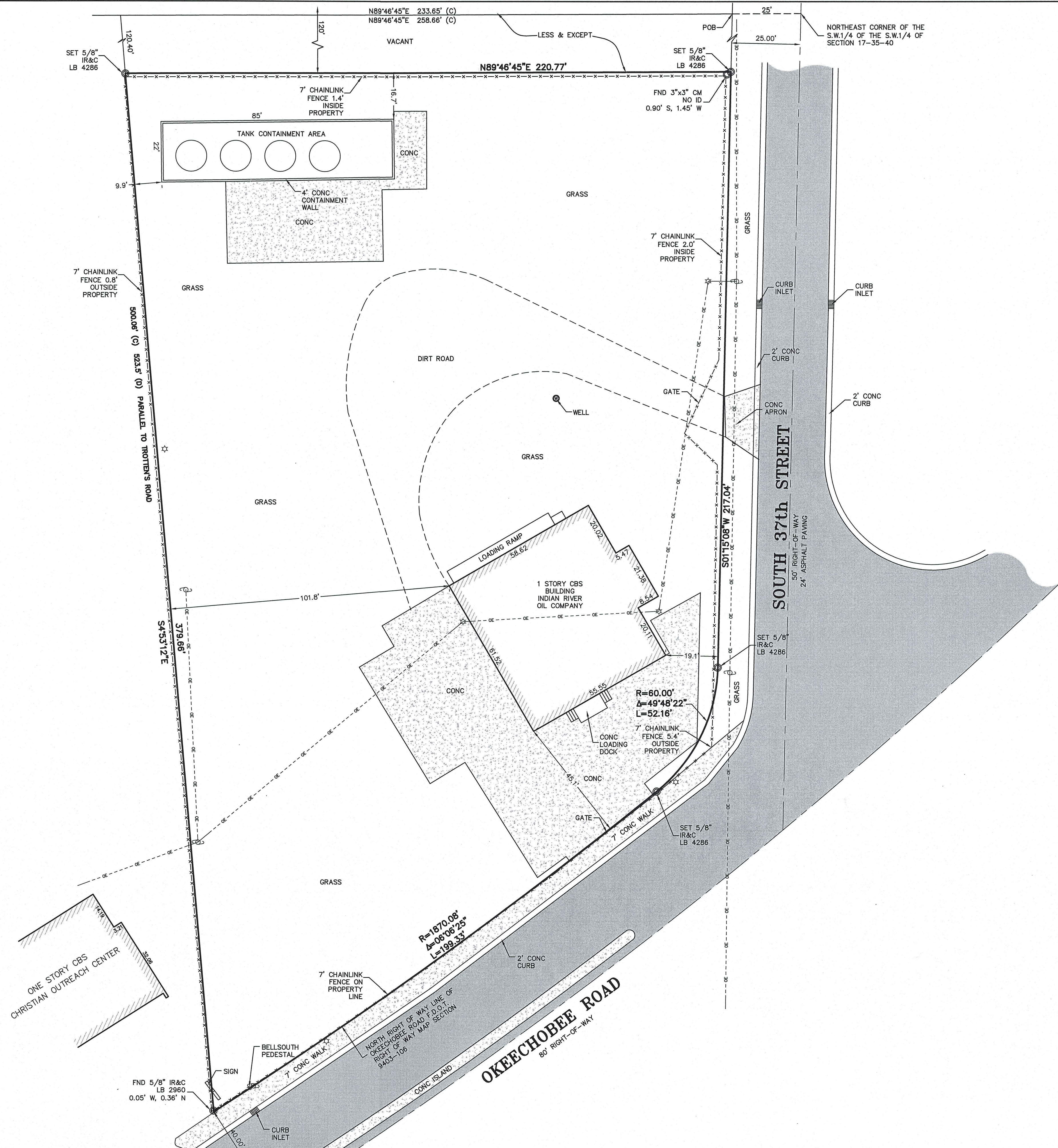
#### In addition to a complete application, packets shall include:

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

1. Address: 3700 Okeechobee Road, Fort Pierce, FL 34982
2. Legal description of real property for which annexation is being requested:  
see survey
- Property Tax ID: 2417-331-0010-000/6
3. Size of described property: 1.474 Acres
4. Project description: Petroleum wholesaler/Retailer
5. Current St. Lucie County Future Land Use Designation: COM
6. Current St. Lucie County Zoning: Commercial General
7. Is this a Historic property? NO
8. Appraised value: \$35,600
9. Name of Owner(s): Robert Copeland Fender Jr.  
Signature of Owner(s): [Signature]  
Mailing Address: 1026 Hispana Avenue  
City Fort Pierce State FL Zip 34982  
Phone 772-528-7042 Fax \_\_\_\_\_

10. Name of Representative: \_\_\_\_\_  
Signature of representative: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City) \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail: \_\_\_\_\_

<b>OFFICE USE:</b>		
DATE RECEIVED: <u>11/25/12</u>	Signed: <u>[Signature]</u>	
File Number: _____	Check No: <u>N/A</u>	Receipt No: <u>N/A</u>
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	



**LEGAL DESCRIPTION**

LEGAL DESCRIPTION: (O.R.B. 197, PAGE 1143)

BEGINNING AT A POINT 25 FEET WEST OF THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17 TOWNSHIP 35 SOUTH, RANGE 40 EAST; RUN THENCE WEST 233.23 FEET TO A CONCRETE MONUMENT; THENCE SOUTHERLY PARALLEL TO TOTTEN'S ROAD, 523.5 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY TO A POINT 25 FEET WEST OF THE EAST LINE OF THE SAID SW 1/4 OF THE SW 1/4; THENCE ALONG A LINE PARALLEL TO AND 25 FEET WEST OF THE EAST LINE OF THE SAID SW 1/4 OF THE SW 1/4, 375.7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING:

1. THE NORTH 100 FEET THEREOF;
2. THE SOUTH 20 FEET OF THE NORTH 120 FEET THEREOF;
3. TRACT DESCRIBED AS: FROM THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST; RUN WEST ON THE NORTH LINE OF SAID SW 1/4 OF SW 1/4, 256.97 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTHERLY PARALLEL WITH TOTTEN'S ROAD 523.5 FEET TO THE NORTH BOUNDARY LINE OF OKEECHOBEE ROAD; THENCE RUN SOUTHEASTERLY ALONG SAID ROAD 100 FEET TO A STAKE OF PIPE; THENCE RUN NORTHERLY PARALLEL TO TOTTEN'S ROAD 585 FEET TO THE NORTH LINE OF SAID SW 1/4 OF SW 1/4; THENCE RUN EAST 83.8 FEET TO THE POINT OF BEGINNING.
4. PARCELS THEREOF CONVEYED BY HARRY J. KICLITER AND ETHEL P. KICLITER TO STATE OF FLORIDA FOR RIGHTS OF WAY AS DESCRIBED DEED BOOK 236, PAGES 398 AND 399, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

**NOTES:**

- 1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
- 2) Description shown herein provided by the client and/or their agent.
- 3) The last date of field work was November 19, 2013.
- 4) Overall parcel contains 1.474 Acres, more or less.
- 5) Lands shown herein were not abstracted by this office for right-of-ways, Reservations, Agreements, and/or Easements of Record. Such information should be obtained and confirmed by others through appropriate title verification.
- 6) Bearings shown herein are relative to the West right-of-way line of South 37th Street having a bearing of S01°15'08"W.
- 7) Underground utilities, utility services, foundations and improvements were not located as a part of this survey.
- 8) Said described property is located within an area having a Flood Zone Designation "X", on Flood Rate Map No.12111C0186 J with a date of identification of February 16, 2012, for Community Panel Number 120285 City of Ft. Pierce, in St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
- 9) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

**LEGEND**

⊙	DENOTES CENTERLINE
(C)	DENOTES CALCULATED FROM FIELD MEASUREMENTS
(D)	DENOTES DEED DATA
FND	DENOTES FOUND
LB	DENOTES LICENSED BUSINESS
OHU	DENOTES OVERHEAD UTILITIES
UE	DENOTES UTILITY EASEMENT
PLS	DENOTES PROFESSIONAL LAND SURVEYOR
CM	DENOTES CONCRETE MONUMENT
CONC	DENOTES CONCRETE
IR&C	DENOTES 5/8" IRON ROD & CAP
Δ	DENOTES CENTRAL ANGLE
R	DENOTES RADIUS
L	DENOTES ARC LENGTH
ORB	DENOTES OFFICIAL RECORDS BOOK
POB	DENOTES POINT OF BEGINNING
No.	DENOTES NUMBER
PK&D	DENOTES P.K. NAIL AND DISK
No ID	DENOTES NO IDENTIFICATION NUMBER
PRM	DENOTES PERMANENT REFERENCE MONUMENT

THOMAS P. KIERNAN  
 PROFESSIONAL SURVEYOR & MAPPER  
 FLORIDA CERTIFICATE NO. 6199

COMPUTER FILE REF.	FIELD BK./PG.
13-208map.dwg	13-04/44

**CULPEPPER & TERPENING, INC**  
 CONSULTING ENGINEERS | LAND SURVEYORS  
 2080 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com  
 151 SW FLAGLER AVENUE • STUART, FLORIDA 34994  
 PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com  
 STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -		BY	DATE

	BY	DATE
FIELD CALCS.	GLM	11-19-13
DRAWN	GLM	11-21-13
DETAILED		
CHECKED		
APPROVED		

**BOUNDARY SURVEY**  
  
 PREPARED FOR  
**ROBERT FENDER**

DATE: 11-21-2013  
 HORIZ. SCALE: 1"=20'  
 VERT. SCALE: N/A  
 JOB No. 13-206  
 SHEET 1 of 1



# CITY OF FORT PIERCE PLANNING BOARD

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## Planning Board Minutes

**OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, JANUARY 14<sup>th</sup>, 2013, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.**

Chairman Weaver called the meeting to order.

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The Pledge of Allegiance was recited.

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The next item considered -- **Item #2 Roll Call**

**Upon Roll Call, those present were:** Ms. Castro, Ms. Cummings, Mr. O'Connell, Mr. George, Ms. Ganzi, Mr. Paul, Ms. Baker, Mr. Burdge and Chairman Weaver.

**Those not present:**

**Staff Present:** Ryan Sweeney, Senior Planner; Kori Benton, Historic Preservation Officer; Clarissa Davis, Planning Specialist; Rebecca Grohall, Planning Manager; James Walker, Assistant City Attorney.

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The next item considered – **Item #3 Consideration of Absences**

Mr. Poitier, Ms. Slep and Mr. Clancy were all excused for their absences.

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The next item considered – **Item #4 Certification of Alternate Member Voting Status**

Ms. Ganzi and Mr. Paul are welcome to discuss and vote for the items.

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The next item considered – **Item #5 Approval of the December 10<sup>th</sup> 2013 Minutes.**

**Mr. George made a motion and was seconded Ms. Baker-** To approve.

**A voice vote is taken.**

**Motion passes unanimously.**

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The next item considered – **Item # 6 6. Future Land Use Map Amendment (LPA Hearing) - East Side of South 25th Street between Ormond Avenue and Mississippi Avenue – Family Dollar Properties:** A request for approval to change the Future Land Use designation from OP – Offices - Professional and Business Services to NC, Neighborhood Commercial. The owner is First Southern Bank, represented by Daimian Leslie, P.E. of Creech Engineers, Inc. The Planning Board, as the Local Planning Agency, to review and provide a recommendation.

Ryan Sweeney: Both items 6 and 7 will be presented together as a singular staff report and then we will have two separate hearings. The applicant is requesting the approval of a Future Land Use Map Amendment from OP, Offices and Professional Business Services to NC, Neighborhood Commercial and a Zoning Atlas Amendment from C-1, Office Commercial to C-2, Neighborhood Commercial for 6 parcels totaling 1.68 acres. The subject parcels are located on the east side of S 25<sup>th</sup> street, just south of the intersection of Okeechobee Road and 25<sup>th</sup> Street, between Orman Avenue and Mississippi Avenue. The subject parcels are zoned C-1, Office Commercial and are located within a transitional zone between the General Commercial at the intersection of Okeechobee Road and 25<sup>th</sup> Street and the predominant Office Commercial area that surrounds the Lawnwood Regional Medical Center. It was recommended to the applicant that they pursue a Neighborhood Commercial Future Land Use and zoning designation as opposed to a General Commercial designation to further facilitate this transitional area. The applicant obliged and is requesting Neighborhood Commercial Future Land Use and zoning designations. Before an amendment may be approved, the following standards must be satisfied per Section 22-131 of the City Code: The amendment must be consistent with the Comprehensive Plan, the amendment will not have an adverse effect on the ability of the City to satisfy land and water use needs and meet transportation demands and provide community facilities and services, the amendment will also promote and protect the public health, safety and general welfare. As the proposed amendments meet the standards outlined in Section 22-131, staff recommends that the Planning Board forward a recommendation of approval to the City Commission.

Ms. Baker states that one of the requirements was a traffic study and the only reference that is seen regarding a traffic study was that it was at its maximum, stating change in demand would be 442 trips.

Mr. Sweeney states that it is supplemented by the traffic report that's further in the packet. Those trips are based on the store that they are proposing. The traffic study for a rezone and future land use is tricky because they're not really basing it on anything in particular, but for this particular application, as noted in the staff report, they are doing the analysis based on a roughly 8,320 sq. ft. store.

Ms. Baker asks what the difference between the traffic requirements for the existing zoning and the proposed zoning.

Mr. Sweeney states for the zoning change itself, it's difficult. There really is no change in that the permitted intensity that the site can be developed at under C-1 is 60% lot coverage and a certain building height. Changing the zoning to C-2 will present the same parameters. There isn't a change there. They provided the numbers from the proposed project they are pursuing. The change in zoning is not really resulting in any additional capacity being consumed.

Irene Settlemyer (713 Easter Avenue): What kind of uses are allowed in the proposed zoning versus the existing zoning.

Mr. Sweeney states that generally the C-1, Office Commercial zone allows for office type uses such as medical, professional and businesses. C-2 is more restricted in some cases, but it does allow for a number of additional commercial uses that are intended to service the surrounding residential areas. Ultimately, that is the reason for tonight's request.

Ms. Ganzi states that the staff report included states that the applicant held a neighborhood meeting. What took place in that meeting?

Damien Leslie (Bowen Consultants/Representative): The meeting was held in October and three representatives from the community attended the meeting. We described the kind of project that we are doing. They were really encouraging of the new use. The property owner adjacent to the site wanted to make sure there was some type of screening which has been facilitated within our site plan.

Ms. Ganzi asks what the hours are going to be for the store.

Mr. Leslie states he would have to give that answer at a later time.

Ms. Baker asks if the store will contemplate having a beer and wine license.

Mr. Leslie states that it was discussed with the applicant. It is still under debate.

Chairman Weaver asks if secondary streets will be used as points of access as well and were the neighbors aware of that.

Mr. Leslie answers yes.

Mr. Sweeney states that there is a notice requirement for all neighbors within a 500 ft. radius of the site, so if they didn't get to attend the neighborhood meeting they will be aware of the project via those notices from the Planning Department.

**Mr. George makes a motion and is seconded by Ms. Ganzi** - to approve the Future Land Use map amendment with staff's recommendation.

**Those in favor:** Ms. Castro, Ms. Cummings, Mr. O'Connell, Mr. George, Ms. Ganzi, Mr. Paul, Ms. Baker, Mr. Burdge and Chairman Weaver.

**Those opposed:** None.

**Motion is approved unanimously.**

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The next item considered – **Item # 7 Zoning Atlas Amendment (Rezoning) – East Side of South 25th Street between Ormond Avenue and Mississippi Avenue – Family Dollar Properties:** A request for approval to change the zoning designation from C-1, Office Commercial to C-2, Neighborhood Commercial. The owner is First Southern Bank, represented by Daimian Leslie, P.E. of Creech Engineers, Inc.

Mr. Sweeney states that the staff report is the same. The request is for a rezoning from C-1, Office Commercial to C-2 Neighborhood Commercial.

**Ms. Baker makes a motion and is seconded by Mr. George** - to approve the Zoning Atlas Amendment with staff's recommendation.

**Those in favor:** Ms. Castro, Ms. Cummings, Mr. O'Connell, Mr. George, Ms. Ganzi, Mr. Paul, Ms. Baker, Mr. Burdge and Chairman Weaver.

**Those opposed:** None.

**Motion is approved unanimously.**

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The next item considered – **Item #8 Annexation - 3700 Okeechobee Road - Indian River Oil:** A request for annexation into the City of Fort Pierce.

Kori Benton: The request before you is a voluntary annexation application by the property owners of Indian River Oil Company and the applicant Robert Fender. The location is 3700 Okeechobee Road. The location map shows that there are properties to the east, west and south that are within existing Fort Pierce City Limits. The property itself is 1.73 acres in size and has a St. Lucie County zoning of CG, Commercial General and a Future Land Use of COM, Commercial. The annexation of the property would render it as zoning in the City of Fort Pierce as C-3, General Commercial as seen in the neighboring properties. The Future Land Use to be assigned to this property in the event of the annexation would be GC, General Commercial. City staff has reviewed the site as well as the application and found it to be consistent with the City's Comprehensive Plan, therefore City staff is recommending that the Planning Board forward a recommendation of approval to the City Commission.

Mr. Burdge states that in the staff report it does not show the zoning that it will be placed under once it is annexed. Is it being proposed that it be annexed as C-3, General Commercial?

Mr. Benton states that the annexation protocols for the City of Fort Pierce pursuant to Florida State statutes would assign an equivalent zoning. Since St. Lucie County and the

City of Fort Pierce have equivalent zoning districts, it will be brought into the City with the same type of zoning as well as future land use.

Ms. Baker asks when a property is annexed into City limits, would the properties across the street on the other side of Okeechobee Rd. now be considered contiguous.

Mr. Benton states that the site across the street is already considered contiguous based on it being across the street from City Limit property on 37<sup>th</sup> street. If that property has a Fort Pierce Utility Authority agreement on file and since they are contiguous to City Limits they would then be annexed into the City pursuant to that agreement.

Ms. Castro asks why they want to annex into City Limits.

Mr. Benton states that the property owners are looking at re-establishing a new business there. They have operated the facility for several decades and processed an environmental remediation on the site based on a few past issues. It's been cleared by FDEP. They are going through permitting processes to get back up and running, therefore they would like to request for annexation now so that they only have one direct route for permitting, approval and business tax license.

Ms. Castro asks what they are going to operate there.

Mr. Benton states that they are requesting to continue the operation of their business which is the retail and wholesale of petroleum products, hydraulic steering fluids etc.

Ms. Castro asks if there are any enforcement issues that are going on right now at the County level.

Mr. Benton states that in the process of reviewing the application staff did coordinate with the Technical Review Committee which has members St. Lucie County Planning and Engineering. They discussed this annexation project amongst staff at the County level, therefore have given a recommendation of approval on the annexation which would suggest that there are no outstanding issues.

Ms. Castro asks when the assessed value of the property is going to change from \$36,000.

Mr. Benton states that the St. Lucie County property appraiser has a combination of assessment tools and procedures when they are evaluating a property. In review of the previous assessment for the property it was over \$100,000 which has been reduced over the last couple of years. A part of that may come from the environmental remediation that they took part in, therefore there was no revenue at the site from the business during that time period. Once it is annexed into City Limits and is up for assessment again, there is certainly potential for them to re-assess it based on market conditions, the business being reestablished and any investment that they make once they are up and running.

Chairman Weaver asks if questions about site lighting, parking, landscaping etc. will come into play.

Mr. Benton states that the Technical Review Committee brought forward numerous advisory comments based on the sites existing conditions and the expectations of the City code once they come into City Limits. Planning staff did note the expectations as far as the infill of landscaping in the event that they do pursue establishment of the drive isle in the rear that was previously dirt, they would have to coordinate with the Engineering and Building Department. A new sign is something that they have contemplated and coordinated with City staff on. They are hoping to pursue the façade grant opportunity that the City has currently. As far as the chain-link fence that is on the site, they are currently allowed to keep it in existence, however, any repairs or changes to the fence would have to be in compliance with the code in not only the fence requirements, but also the design review requirements since the site is on an arterial road. DEP has provided a certificate of completion of the work that was done on the site. The applicants are tasked with coordinating with DEP for recertification of the tanks for the re-establishment of the business.

Mr. Burdge discloses that he has had a brief conversation with the applicant.

**Ms. Ganzi makes a motion and is seconded by Mr. George** – to approve per staff recommendation.

**Those in favor:** Ms. Castro, Ms. Cummings, Mr. O’Connell, Mr. George, Ms. Ganzi, Mr. Paul, Ms. Baker, Mr. Burdge and Chairman Weaver.

**Those opposed:** None.

**Motion is approved unanimously.**

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The next item considered – **Item #9 Comments from the Board**

None.  
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The next item considered – **Item #10 Adjournment.**

**Ms. Castro makes a motion** – to adjourn.

**City Commission Regular Meeting**

**Agenda Item # 10. d.**

**Meeting Date:** 02/18/2014

**Re:** Ordinance No. 14-006 Decorum Ordinance

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Ordinance No. 14-006, Amendment to Chapter 2, Administration; Removing Section 2-29(c)(2) Comments from the Public and creating Section 2-35 Addressing the Commission Generally.  
FIRST READING

**SUMMARY:**

Ordinance No. 14-006. Amendment to Chapter 2, Administration; Removing Section 2-29(c)(2) entitled Comments from the Public and creating Section 2-35 entitled Addressing the Commission Generally; actions to provide conformance with Section 286.0114, Florida Statutes, and to maintain proper decorum in a public meeting.

**RECOMMENDATION:**

Adopt Ordinance No. 14-006 amending Chapter 2 of the Code of Ordinances.

**ALTERNATIVES:**

Deny Ordinance No. 14-006 amending the Code of Ordinances.

**RESPONSIBLE STAFF:**

City Clerk

**COORDINATED WITH:**

Office of the City Attorney

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**Fiscal Impact**

**Budgeted Y/N:** N

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

N/A

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**Attachments**

Ordinance No. 14-006

Chapter 286

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**Form Review**

**Inbox**

City Manager

City Manager

Form Started By: Angela Wilkinson

Final Approval Date: 02/05/2014

**Reviewed By**

Robert Bradshaw

Robert Bradshaw

**Date**

02/04/2014 03:34 PM

02/05/2014 11:11 AM

Started On: 01/31/2014 02:19 PM

**ORDINANCE NO. 14-006**

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 2, ARTICLE II OF THE CODE OF ORDINANCES; REMOVING SECTION 2-29(c)(2) COMMENTS FROM THE PUBLIC; CREATING SECTION 2-35 ADDRESSING THE COMMISSION GENERALLY FOR PROVIDING CONFORMANCE WITH SECTION 286.0114, FLORIDA STATUTES, AND MAINTAINING PROPER DECORUM IN A PUBLIC MEETING; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Florida Legislature has enacted Section 286.0114, Florida Statutes, which became effective October 1, 2013, requiring that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission, including those of any municipal corporation of the state; and

**WHEREAS**, said Section 286.0114, Florida Statutes, provides that the reasonable opportunity for the public to be heard may be made subject to reasonable rules or policies adopted by such boards or commissions; and

**WHEREAS**, the City Commission of the City of Fort Pierce, Florida, (hereinafter "City Commission") has previously adopted City policies to encourage public participation by providing for a public comment section for City Commission and City board and commission meetings to allow members of the public ample opportunity to speak; and

**WHEREAS**, the City Commission and the City's boards and commissions also follow such policies by providing members of the public an opportunity to be heard on agenda items at public meetings; and

**WHEREAS**, the City Commission desires to confirm and restate these City policies regarding public comment at meetings of the City Commission and the City's boards and commissions to provide for conformity with the requirements of Section 286.0114, Florida Statutes, and thereby provide members of the public a reasonable opportunity to be heard on propositions before the City Commission and the City's boards and commissions.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Fort Pierce, Florida, as follows:

**Section 1. Sec. 2-29(c) is amended as follows:**

(c) ~~(4)~~ *Request for placement on agenda.* Any person desiring to appear before the City Commission on a matter set for public hearing may appear and speak for a reasonable length of time as determined by the commission. As to any subject which is either not set for public hearing or does not otherwise appear on the agenda, persons desiring to speak to the commission may make written request to the city manager no later than noon on the Monday preceding the regular City Commission meeting. Such request must state the subject matter of the individual's appearance and should include any background materials pertinent to the issue. The city manager shall review the request to determine if the item might be handled administratively; or, determine whether the subject matter is an item of city business and whether a majority of the commissioners wish it to be placed on the agenda. If so, the city manager shall submit the item for placement on the agenda to the city clerk no later than 12:00 noon on the Wednesday preceding the regular City Commission meeting and shall direct appropriate staff to be prepared to answer any questions the commission may have. The mayor may impose a time limitation of five (5) minutes, or allow such additional time he or she determines necessary and appropriate for such person to make presentation. Such person shall state his or her name, address, and the subject on which he or she wishes to speak.

~~(c)(2) *Comments from the public.*—Any person who may wish to be heard at a regular meeting of the commission and who has not requested permission to be heard within the time limitations as hereinabove provided, may be heard during comments from the public for a period of three (3) minutes or such additional time as may be deemed appropriate by the mayor. Anyone wishing to be heard shall state his or her name, address, and the subject on which he or she wishes to speak.~~

Section 2. Section 2.35 is hereby created so that the same shall read as follows:

**Sec. 2.35 – Addressing the commission generally.**

- (a) *Limited participation.* The city manager, city clerk, and the city attorney shall have the right to take part in discussion but may not vote.
- (b) *Written communications by others.* Any person may address the commission concerning items on the agenda by submitting written communications. Such communications shall be received by the presiding officer and entered into the record of the meeting by the City Clerk.
- (c) *Oral communication by others.* After first securing permission from the presiding officer, any person may address the commission orally on specific matters, at the appropriate times where oral communication is permitted, as provided in Sec. 2-29(a).
  - (1) *Manner of addressing the commission; time limit.* Each person recognized by the presiding officer and granted leave to address the commission shall: (i) step up to the microphone; (ii) shall provide the city clerk with his name and address for the record; and (iii) unless further time is granted by majority vote of the commission, shall limit his address to three (3) minutes. All remarks shall be addressed to the commission as a body and not to any individual member thereof. No person, other than the commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the commission, without the permission of the presiding officer. No question shall be asked by a commission member. No person from the audience shall address the commission.
  - (2) *Decorum generally.*
    - a. By commission members. While the commission is in session, the members must preserve order and decorum, and a member shall not, by conversation or otherwise, delay or interrupt the proceedings or the peace of the commission, or disturb any member while speaking or refuse to obey the orders of the commission or its presiding officer, except as otherwise provided in this article.
    - b. By all persons. Any person making personal, impertinent, slanderous, obscene, profane, inflammatory, irrelevant or immaterial remarks, or who shall become boisterous while in the commission chambers, or shall incite violence or fighting, whether or not addressing the commission, shall be declared by the presiding officer to be out of order. Any person who refuses to obey an order of the presiding officer in relation to preserving order and decorum shall be banned from further attendance at the meeting in question, unless permission to remain is granted by a majority vote of the commission. No heckling or verbal outbursts in support or opposition to a speaker or his remarks shall be permitted.

(3) Enforcement of decorum. The chief of police, or such member of the police department as he may designate, shall be sergeant-at-arms of the commission meetings. The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the commission meeting. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms, or his designee, to place any person who violates the order and decorum of the meeting under arrest, and cause him to be prosecuted under the provisions of this Code, the complaint to be signed by the presiding officer.

**Section 3.** All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

**Section 4.** This ordinance is and the same shall become effective immediately upon final passage.

**APPROVED AS TO FORM AND CORRECTNESS:**

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Robert V. Schwerer, Esq.  
CITY ATTORNEY

(STATE OF FLORIDA)  
(ST. LUCIE COUNTY)<sup>SS</sup>

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 14-006 was duly advertised by title only in the St. Lucie News Tribune on February 8, 2014; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the city of Fort Pierce, Florida, on February 18, 2014; and was duly introduced, read by title only, and passed on second and final reading on March 3, 2014 by the City Commission of the City of Fort Pierce, Florida.

In witness herewith, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 3rd day of March, 2014.

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MAYOR COMMISSIONER

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CITY CLERK

(CITY SEAL)

# The Florida Senate

## 2013 Florida Statutes

<p><u>Title XIX</u> PUBLIC BUSINESS</p>	<p><u>Chapter 286</u> PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS</p> <p><u>Entire Chapter</u></p>	<p><b>SECTION 0114</b> <b>Public meetings; reasonable opportunity to be heard; attorney fees.</b></p>
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### **286.0114 Public meetings; reasonable opportunity to be heard; attorney fees. —**

- (1) For purposes of this section, “board or commission” means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.
- (2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).
- (3) The requirements in subsection (2) do not apply to:
- An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
  - An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
  - A meeting that is exempt from s. [286.011](#); or
  - A meeting during which the board or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.
- (4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:
- Provide guidelines regarding the amount of time an individual has to address the board or commission;
  - Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;
  - Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or
  - Designate a specified period of time for public comment.
- (5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.
- (6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.
- (7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a

state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

**History.**—s. 1, ch. 2013-227.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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**City Commission Regular Meeting**

**Agenda Item # 11. a.**

**Meeting Date:** 02/18/2014

**Re:** City of Fort Pierce Pension System Changes

**Submitted For:** Gloria Johnson, Finance Director, Finance Department

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**SUBJECT:**

Presentation of Actuarial Impact Statement by the Finance Director.

**SUMMARY:**

The City Commission directed Finance to have an actuarial study done to determine how amending benefits to the current defined benefit plan and adopting a proposed defined contribution plan would impact the system.

The study addressed the following changes: all new employees hired after a certain date having the option of either becoming a member of the Defined Benefit System or Defined Contribution System; the City contributing 10% of eligible wages towards members accounts for those that participate in the defined contribution plan; changing the multiplier from 3% to 2.5% for General and Utility Authority group members. It also outlines the potential contribution rate savings for the next 30 years based on the assumptions outlined in the report.

A representative from the City's actuary, Gabriel Roeder Smith & Company will be in attendance to answer any questions.

**RECOMMENDATION:**

None

**ALTERNATIVES:**

None

**RESPONSIBLE STAFF:**

Finance Director & Chief Accountant

**COORDINATED WITH:**

Finance Department

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**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

No fiscal impact.

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## Attachments

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### Actuarial Report

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## Form Review

**Inbox**

Finance Department

Finance Department

City Manager

Form Started By: Johnna Morris

Final Approval Date: 02/07/2014

**Reviewed By**

Johnna Morris

Gloria Johnson

Robert Bradshaw

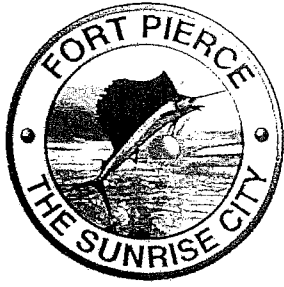
**Date**

02/06/2014 06:41 PM

02/06/2014 08:10 PM

02/07/2014 11:17 AM

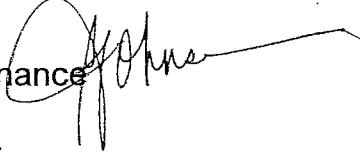
Started On: 02/06/2014 10:29 AM



# Interoffice Memorandum

From The Office Of The  
*Director of Finance*

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TO: Mayor and City Commissioners  
FROM: Gloria J. Johnson, Director of Finance   
THRU: Robert Bradshaw, City Manager  
RE: Actuarial Study on DC & DB Plan Changes  
DATE: December 16, 2013

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The actuarial study requested by the City Commission during the summer 2014 budget workshops is complete. The City Commission instructed me to have the study done to further pension reform measures. The study was to address amending benefits to the current defined benefit plan and proposed defined contribution plan to include the following:

1. All new employees hired after a certain date will have the option of either becoming a member of the City of Fort Pierce Defined Benefit System or Defined Contribution System. For this particular study the hire date is after January 1, 2014.
2. Members that elect to participate in the defined contribution plan; the City will contribute 10% of eligible wages towards the members account.
3. All General and Utilities Members multiplier after a certain date will be 2.5%. For this particular study the effective date is January 1, 2014. ***The member will not lose the 3% multiplier earned in previous years.***
4. The proposed changes above pertain to General and Utility Authority group members; Police Officers will not be affected.

The study outlines for the next 30 years the contribution rates, savings for both the City and the Utilities Authority based on assumptions outlined in the report. Attached is a copy of the report.



Gabriel Roeder Smith & Company  
Consultants & Actuaries

One Towne Square  
Suite 800  
Southfield, MI 48076-3723

248.799.9000 phone  
248.799.9020 fax  
www.gabrielroeder.com

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December 12, 2013

Ms. Gloria Johnson  
Finance Director  
City of Fort Pierce  
Post Office Box 1480  
Fort Pierce, Florida 34954-1480

**Re: Actuarial Impact Statement – Proposed Ordinance**

Dear Gloria:

Enclosed is the Actuarial Impact Statement pertaining to the proposed ordinance affecting current and future members of the Retirement System. The Statement must be filed with the Division of Retirement before the final public hearing on the amending Ordinance.

Brad Lee Armstrong and Randall J. Dziubek are Members of the American Academy of Actuaries (MAAA) who meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

We welcome your questions and comments.

Respectfully submitted,

Brad Lee Armstrong, ASA, EA, MAAA

Randall J. Dziubek, ASA, EA, MAAA

BLA:sc  
Enclosures

cc: Mr. James Walker, Esq.

**CITY OF FORT PIERCE RETIREMENT AND BENEFIT SYSTEM  
ACTUARIAL COST ESTIMATE – DECEMBER 12, 2013**

**REQUESTED BY:** Ms. Gloria Johnson, Finance Director, City of Fort Pierce

**SUBMITTED BY:** Brad Lee Armstrong, ASA, EA, MAAA and Randall J. Dziubek, ASA, EA, MAAA  
Gabriel, Roeder, Smith & Company

**DATE:** December 12, 2013

This report presents results of an actuarial cost estimate to determine the effects of reducing the multiplier for all active General and Utilities Authority members and establishing an optional defined contribution (DC) plan for all employees hired for the first time on or after January 1, 2014.

This report is intended to describe the financial effect of the proposed changes. No statement in this report is intended to be interpreted as a recommendation in favor of the changes, or in opposition to them. The date of the valuation was September 30, 2012. Brad Lee Armstrong and Randall J. Dziubek are Members of the American Academy of Actuaries (MAAA) as indicated, and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

Actuarial assumptions and methods were consistent with those used in the regular actuarial valuation of the Retirement and Benefit System on the valuation date, unless otherwise noted. In particular:

- The assumed rate of interest was 8.0%.
- Payroll was assumed to increase 4.5% per year.
- For this cost estimate, changes in Unfunded Actuarial Accrued Liability are amortized over 30 years.

The active group size is assumed to remain constant.

A brief summary of the system active data as of September 30, 2012 follows:

Valuation Group	Number	Payroll	Group Averages		
			Salary	Age (yrs.)	Service (yrs.)
General	216	\$ 8,625,945	\$ 39,935	47.8	8.9
Utilities Authority	237	11,801,344	49,795	47.2	9.9
Police	99	5,415,125	54,698	39.0	9.8
<b>Total</b>	<b>552</b>	<b>\$ 25,842,414</b>	<b>\$ 46,816</b>	<b>46.0</b>	<b>9.5</b>

**CITY OF FORT PIERCE RETIREMENT AND BENEFIT SYSTEM**  
**IMPACT STATEMENT – DECEMBER 12, 2013**

---

*Description of Amendment*

*For accrued service prior to January 1, 2014:*

- All General and Utilities Authority members receive a 3.0% multiplier.

*For accrued service on or after January 1, 2014:*

- All General and Utilities Authority members receive a 2.5% multiplier.

Members of the General Employees and Utilities Authority groups hired after January 1, 2014 have the option to participate in a Defined Contribution (DC) plan. The City will contribute 10% of pensionable earnings per year to the DC plan on behalf of the members.

*Funding Implications of Amendment*

An actuarial cost estimate for the amendment is attached.

*Certification of Administrator*

The actuary has been furnished with a description of the proposed amendment.

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X, of the Constitution of the State of Florida.

---

Gloria Johnson, Administrator  
City of Fort Pierce Retirement and  
Benefit System

**CITY OF FORT PIERCE RETIREMENT AND BENEFIT SYSTEM**  
**ACTUARIAL COST ESTIMATE – DECEMBER 12, 2013**

---

*Data and Actuarial Assumptions*

The data and actuarial assumptions used for the cost estimate were the same as those used for the September 30, 2012 actuarial valuation except we have illustrated projections if 10% of new hires elect the DC plan and if 20% of new hires elect the DC plan. We assumed the employer DC contributions will be immediately vested.

*Description of Amendment*

*For accrued service prior to January 1, 2014:*

- All General and Utilities Authority members receive a 3.0% multiplier.

*For accrued service on or after January 1, 2014:*

- All General and Utilities Authority members receive a 2.5% multiplier.

Members of the General Employees and Utilities Authority groups hired after January 1, 2014 have the option to participate in a Defined Contribution (DC) plan. The City will contribute 10% of pensionable earnings per year to the DC plan on behalf of the members.

**CITY OF FORT PIERCE RETIREMENT AND BENEFIT SYSTEM**  
**ACTUARIAL COST ESTIMATE – DECEMBER 12, 2013**

---

*Contribution Implications of Amendment*

**Before Amendment**

	<u>General Members</u>	<u>Utilities Authority</u>	<u>Police Members</u>
Normal Cost	15.17 %	14.72 %	20.16 %
Unfunded Actuarial Accrued Liability	2.99	6.88	0.00
Full Funding Credit	0.00	0.00	(0.85)
FS 112.64 (5) Compliance	2.93	1.70	0.91
Administrative Expenses	0.27	0.27	0.27
Total	<u>21.36</u>	<u>23.57</u>	<u>20.49</u>
Member portion	<u>5.16</u>	<u>6.16</u>	<u>5.16</u>
Employer portion	16.20	17.41	15.33

**After Amendment**

	<u>General Members</u>	<u>Utilities Authority</u>	<u>Police Members</u>
Normal Cost	14.45 %	14.11 %	20.16 %
Unfunded Actuarial Accrued Liability	2.56	6.51	0.00
Full Funding Credit	0.00	0.00	(0.85)
FS 112.64 (5) Compliance	2.67	1.58	0.91
Administrative Expenses	0.27	0.27	0.27
Total	<u>19.95</u>	<u>22.46</u>	<u>20.49</u>
Member portion	<u>5.16</u>	<u>6.16</u>	<u>5.16</u>
Employer portion	14.79	16.30	15.33

*Allocation of Contribution Increase\**

	<u>General Members</u>	<u>Utilities Authority</u>	<u>Police Members</u>
To Member	0.00 %	0.00 %	0.00 %
To Employer	(1.41)	(1.11)	0.00

\* This reflects the 9 month period from January 1, 2014 to September 30, 2014.

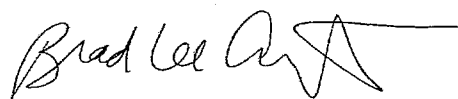
**CITY OF FORT PIERCE RETIREMENT AND BENEFIT SYSTEM**  
**ACTUARIAL COST ESTIMATE – DECEMBER 12, 2013**

*Actuarial Present Values (thousands of dollars)*

	Before Amendment				After Amendment			
	General Members	Utilities Authority	Police Members	Total	General Members	Utilities Authority	Police Members	Total
Actuarial present value of active member benefits								
Service retirement	\$23,991	\$35,626	\$24,713	\$ 84,331	\$22,612	\$34,036	\$24,713	\$ 81,361
Vested termination benefits	2,879	3,549	771	7,199	2,718	3,358	771	6,847
Disability retirement	777	971	1,027	2,774	731	919	1,027	2,677
Survivor benefits (pre-retirement)	1,023	1,378	418	2,819	958	1,299	418	2,675
Termination benefits - refunds	81	136	41	258	81	136	41	258
Total	\$28,750	\$41,660	\$26,970	97,381	27,100	39,748	26,970	93,817
Actuarial present value of terminated vested members	1,389	687	295	2,371	1,389	687	295	2,371
Actuarial present value of retired members & beneficiaries	32,794	46,518	25,139	104,450	32,794	46,518	25,139	104,450
Total actuarial present value of future benefit payments	62,933	88,865	52,404	204,202	61,283	86,952	52,404	200,639
Actuarial Accrued Liability	52,799	76,173	42,772	171,745	51,869	75,057	42,772	169,699
Unfunded Actuarial Accrued Liability	7,716	12,037	4,374	24,127	6,786	10,921	4,374	22,080
Present value of active member future payroll	68,755	89,020	48,692	206,467	68,755	89,020	48,692	206,467
Present value of future active member contributions	3,548	5,484	2,513	11,544	3,548	5,484	2,513	11,544

**Comment:**

The decrease in unfunded actuarial accrued liability will be financed by 30 year level percent of payroll amortization.



Brad Lee Armstrong, ASA, EA, MAAA [11-5614]

# CITY OF FORT PIERCE RETIREMENT AND BENEFIT SYSTEM

## ACTUARIAL COST ESTIMATE - DECEMBER 12, 2013

Fiscal Year	Valuation Payroll Projected	Pre 1/1/2014 Proj Payroll*	10% DC Election Assumption		Before Proposed Changes		After Proposed Change					
			DC Payroll in Fiscal Year	Employer Rate	Dollars	DB Rate	DB Dollars	DC Rate	DC Dollars	Employer Dollars	Rate*	Dollar Savings
13/14	\$ 9,419,748	\$ 9,336,617	\$ 83,131	16.20%	\$ 1,525,999	14.86%	\$ 1,387,538	10.00%	\$ 8,313	\$ 1,395,831	14.82%	\$ 130,148
14/15	9,843,636	9,659,519	184,118	17.12%	1,685,231	15.36%	1,483,508	10.00%	18,412	1,501,919	15.26%	183,311
15/16	10,286,600	10,039,064	247,535	17.36%	1,785,754	15.64%	1,569,964	10.00%	24,754	1,594,717	15.50%	191,036
16/17	10,749,497	10,442,869	306,627	18.42%	1,980,057	16.76%	1,750,217	10.00%	30,663	1,780,880	16.57%	199,178
17/18	11,233,224	10,859,894	373,330	20.89%	2,346,621	19.35%	2,101,650	10.00%	37,333	2,138,983	19.04%	207,638
18/19	11,738,719	11,286,320	452,399	17.70%	2,077,753	16.09%	1,816,123	10.00%	45,240	1,861,363	15.86%	216,390
19/20	12,266,962	11,729,995	536,967	16.78%	2,058,396	15.17%	1,779,182	10.00%	53,697	1,832,878	14.94%	225,518
20/21	12,818,975	12,201,841	617,134	17.87%	2,290,751	16.34%	1,993,903	10.00%	61,713	2,055,617	16.04%	235,134
21/22	13,395,829	12,695,192	700,637	15.30%	2,049,562	13.66%	1,734,313	10.00%	70,064	1,804,376	13.47%	245,186
22/23	13,998,641	13,203,613	795,028	15.32%	2,144,592	13.70%	1,809,467	10.00%	79,503	1,888,970	13.49%	255,622
23/24	14,628,580	13,721,271	907,309	15.80%	2,311,316	14.24%	1,954,187	10.00%	90,731	2,044,918	13.98%	266,398
24/25	15,286,866	14,264,621	1,022,245	17.96%	2,745,521	16.58%	2,365,615	10.00%	102,225	2,467,839	16.14%	277,682
25/26	15,974,775	14,853,239	1,121,536	18.48%	2,952,138	17.17%	2,550,314	10.00%	112,154	2,662,467	16.67%	289,671
26/27	16,693,640	15,453,302	1,240,338	18.05%	3,013,202	16.74%	2,587,111	10.00%	124,034	2,711,145	16.24%	302,057
27/28	17,444,854	16,093,987	1,350,867	18.80%	3,279,632	17.58%	2,829,416	10.00%	135,087	2,964,502	16.99%	315,130
28/29	18,229,872	16,754,214	1,475,658	21.49%	3,917,600	20.54%	3,441,331	10.00%	147,566	3,588,897	19.69%	328,703
29/30	19,050,216	17,453,247	1,596,969	23.19%	4,417,745	22.43%	3,915,075	10.00%	159,697	4,074,772	21.39%	342,973
30/31	19,907,476	18,188,423	1,719,053	24.51%	4,879,322	23.91%	4,349,488	10.00%	171,905	4,521,393	22.71%	357,930
31/32	20,803,313	18,950,315	1,852,998	25.88%	5,383,897	25.46%	4,825,099	10.00%	185,300	5,010,398	24.08%	373,499
32/33	21,739,462	19,753,551	1,985,910	25.13%	5,463,127	24.68%	4,874,700	10.00%	198,591	5,073,291	23.34%	389,836
33/34	22,717,737	20,598,896	2,118,842	23.31%	5,068,327	21.60%	4,449,479	10.00%	211,884	4,661,363	20.52%	406,964
34/35	23,740,036	21,490,332	2,249,704	19.54%	4,638,803	18.56%	3,988,892	10.00%	224,970	4,213,862	17.75%	424,940
35/36	24,808,337	22,413,438	2,394,899	16.19%	4,016,470	14.87%	3,333,335	10.00%	239,490	3,572,825	14.40%	443,645
36/37	25,924,712	23,393,042	2,531,670	12.92%	3,349,473	11.26%	2,632,972	10.00%	253,167	2,886,139	11.13%	463,334
37/38	27,091,324	24,418,024	2,673,300	12.61%	3,416,216	10.91%	2,664,965	10.00%	267,330	2,932,295	10.82%	483,921
38/39	28,310,434	25,501,832	2,808,601	16.30%	4,614,601	15.01%	3,828,186	10.00%	280,860	4,109,046	14.51%	505,554
39/40	29,584,404	26,640,535	2,943,868	14.56%	4,307,489	13.08%	3,484,882	10.00%	294,387	3,779,269	12.77%	528,220
40/41	30,915,702	27,831,599	3,084,103	13.13%	4,039,232	11.49%	3,198,905	10.00%	308,410	3,507,315	11.34%	551,916
41/42	32,306,908	29,080,338	3,226,571	12.36%	3,993,134	10.64%	3,093,759	10.00%	322,657	3,416,416	10.57%	576,717
42/43	33,760,719	30,386,573	3,374,147	9.59%	3,237,653	7.56%	2,297,591	10.00%	337,415	2,635,006	7.80%	602,647

\* Total Contribution Rates are based on open group payroll.  
 DC Contribution is based on a 10% employer contribution for Post-1/1/2014 hires only.

# CITY OF FORT PIERCE RETIREMENT AND BENEFIT SYSTEM

## ACTUARIAL COST ESTIMATE - DECEMBER 12, 2013

Fiscal Year	Valuation Payroll Projected	Pre 1/1/2014 Proj. Payroll*	20% DC Election Assumption		Before Proposed Changes			After Proposed Change			Dollar Savings	
			DC Payroll in Fiscal Year	Employer Rate	Dollars	Employer DB Rate	DB Dollars	DC Rate	DC Dollars	Employer Dollars		Rate*
13/14	\$ 9,419,748	\$ 9,253,486	\$ 166,261	16.20%	\$ 1,525,999	14.93%	\$ 1,381,896	10.00%	\$ 16,626	\$ 1,398,522	14.85%	\$ 127,477
14/15	9,843,636	9,475,401	368,235	17.12%	1,685,231	15.48%	1,466,845	10.00%	36,824	1,503,668	15.28%	181,562
15/16	10,286,600	9,791,529	495,071	17.36%	1,785,754	15.81%	1,547,562	10.00%	49,507	1,597,069	15.53%	188,685
16/17	10,749,497	10,136,242	613,255	18.42%	1,980,057	16.99%	1,722,467	10.00%	61,325	1,783,793	16.59%	196,265
17/18	11,233,224	10,486,564	746,660	20.89%	2,346,621	19.72%	2,067,863	10.00%	74,666	2,142,529	19.07%	204,091
18/19	11,738,719	10,833,921	904,798	17.70%	2,077,753	16.39%	1,775,181	10.00%	90,480	1,865,661	15.89%	212,092
19/20	12,266,962	11,193,029	1,073,933	16.78%	2,058,396	15.46%	1,730,586	10.00%	107,393	1,837,980	14.98%	220,417
20/21	12,818,975	11,584,706	1,234,269	17.87%	2,290,751	16.73%	1,938,053	10.00%	123,427	2,061,480	16.08%	229,271
21/22	13,395,829	11,994,554	1,401,274	15.30%	2,049,562	13.93%	1,670,905	10.00%	140,127	1,811,032	13.52%	238,529
22/23	13,998,641	12,408,585	1,590,056	15.32%	2,144,592	14.00%	1,737,517	10.00%	159,006	1,896,523	13.55%	248,069
23/24	14,628,580	12,813,961	1,814,619	15.80%	2,311,316	14.61%	1,872,075	10.00%	181,462	2,053,537	14.04%	257,778
24/25	15,286,866	13,242,376	2,044,490	17.96%	2,745,521	17.17%	2,273,102	10.00%	204,449	2,477,551	16.21%	267,970
25/26	15,974,775	13,731,703	2,243,072	18.48%	2,952,138	17.83%	2,448,815	10.00%	224,307	2,673,122	16.73%	279,017
26/27	16,693,640	14,212,964	2,480,676	18.03%	3,013,202	17.41%	2,474,860	10.00%	248,068	2,722,928	16.31%	290,274
27/28	17,444,854	14,743,120	2,701,734	18.80%	3,279,632	18.36%	2,707,162	10.00%	270,173	2,977,336	17.07%	302,297
28/29	18,229,872	15,278,556	2,951,316	21.49%	4,417,745	21.65%	3,307,784	10.00%	295,132	3,602,915	19.76%	314,684
29/30	19,050,216	15,856,277	3,193,939	23.19%	4,417,745	23.78%	3,770,550	10.00%	319,394	4,089,944	21.47%	327,802
30/31	19,907,476	16,469,371	3,438,105	24.51%	4,879,322	25.46%	4,193,913	10.00%	343,811	4,537,724	22.79%	341,599
31/32	20,803,313	17,097,317	3,705,995	25.88%	5,383,897	27.24%	4,657,402	10.00%	370,600	5,028,002	24.17%	355,895
32/33	21,739,462	17,767,641	3,971,820	22.13%	5,463,127	26.42%	4,694,975	10.00%	397,182	5,092,157	23.42%	370,970
33/34	22,717,737	18,480,054	4,237,683	22.31%	5,068,327	23.04%	4,257,723	10.00%	423,768	4,681,492	20.61%	386,835
34/35	23,740,036	19,240,628	4,499,407	19.54%	4,638,803	19.67%	3,785,294	10.00%	449,941	4,235,235	17.84%	403,568
35/36	24,808,337	20,018,539	4,789,799	16.19%	4,016,470	15.57%	3,116,596	10.00%	478,980	3,595,576	14.49%	420,894
36/37	25,924,712	20,861,372	5,063,340	12.92%	3,349,473	11.52%	2,403,856	10.00%	506,334	2,910,190	11.23%	439,283
37/38	27,091,324	21,744,724	5,346,601	12.61%	3,416,216	11.14%	2,423,032	10.00%	534,660	2,957,692	10.92%	458,524
38/39	28,310,434	22,693,231	5,617,203	16.30%	4,614,601	15.75%	3,574,008	10.00%	561,720	4,135,728	14.61%	478,873
39/40	29,584,404	23,696,667	5,887,737	14.56%	4,307,489	13.58%	3,218,462	10.00%	588,774	3,807,236	12.87%	500,253
40/41	30,915,702	24,747,496	6,168,206	13.13%	4,059,232	11.80%	2,919,794	10.00%	616,821	3,536,614	11.44%	522,617
41/42	32,306,908	25,853,767	6,453,141	12.36%	3,993,134	10.84%	2,801,755	10.00%	645,314	3,447,069	10.67%	546,065
42/43	33,760,719	27,012,426	6,748,293	9.59%	3,237,653	7.38%	1,992,231	10.00%	674,829	2,667,060	7.90%	570,593

\* Total Contribution Rates are based on open group payroll.  
 DC Contribution is based on a 10% employer contribution for Post-1/1/2014 hires only.

# CITY OF FORT PIERCE RETIREMENT AND BENEFIT SYSTEM

## ACTUARIAL COST ESTIMATE – DECEMBER 12, 2013

Utilities Authority Projected DB/DC Employer Contributions

Fiscal Year	Valuation Payroll Projected	Pre 1/1/2014 Proj. Payroll*	10% DC Election Assumption		Before Proposed Changes		After Proposed Change				Dollar Savings	
			DC Payroll in Fiscal Year	Employer Rate	Dollars	Employer DB Rate	DB Dollars	DC Rate	DC Dollars	Employer Dollars		Rate*
13/14	\$ 12,887,363	\$ 12,759,621	\$ 127,742	17.41%	\$ 2,243,690	16.41%	\$ 2,093,225	10.00%	\$ 12,774	\$ 2,105,999	16.34%	\$ 137,691
14/15	13,467,294	13,199,030	268,264	18.06%	2,432,345	16.76%	2,212,266	10.00%	26,826	2,239,092	16.63%	193,253
15/16	14,073,322	13,709,812	363,510	18.03%	2,537,929	16.79%	2,301,508	10.00%	36,351	2,337,859	16.61%	200,070
16/17	14,706,622	14,244,433	462,188	16.13%	2,372,559	14.88%	2,119,127	10.00%	46,219	2,165,346	14.72%	207,213
17/18	15,368,420	14,799,161	569,259	17.13%	2,631,886	15.95%	2,360,373	10.00%	56,926	2,417,299	15.73%	214,587
18/19	16,059,999	15,382,920	677,079	13.69%	2,198,813	12.41%	1,908,719	10.00%	67,708	1,976,427	12.31%	222,386
19/20	16,782,699	15,985,952	796,746	13.28%	2,228,290	12.00%	1,918,238	10.00%	79,675	1,997,913	11.90%	230,377
20/21	17,537,920	16,612,994	924,926	13.49%	2,360,850	12.22%	2,029,700	10.00%	92,493	2,122,192	12.10%	238,658
21/22	18,327,126	17,277,691	1,049,436	13.01%	2,383,826	11.76%	2,031,358	10.00%	104,944	2,136,302	11.66%	247,524
22/23	19,151,847	17,965,460	1,186,387	13.32%	2,550,406	12.11%	2,175,133	10.00%	118,639	2,293,771	11.98%	256,635
23/24	20,013,680	18,685,686	1,327,994	13.80%	2,762,344	12.65%	2,363,355	10.00%	132,799	2,496,155	12.47%	266,190
24/25	20,914,296	19,445,474	1,468,822	15.49%	3,238,709	14.48%	2,815,490	10.00%	146,882	2,962,373	14.16%	276,336
25/26	21,855,439	20,238,434	1,617,005	16.61%	3,630,939	15.72%	3,182,323	10.00%	161,700	3,344,023	15.30%	286,916
26/27	22,838,934	21,074,230	1,764,703	16.29%	3,721,181	15.41%	3,246,576	10.00%	176,470	3,423,047	14.99%	298,134
27/28	23,866,686	21,954,497	1,912,189	15.38%	3,670,938	14.43%	3,168,808	10.00%	191,219	3,360,027	14.08%	310,011
28/29	24,940,687	22,882,370	2,058,317	17.63%	4,398,001	16.91%	3,869,565	10.00%	205,832	4,075,397	16.34%	322,604
29/30	26,063,018	23,848,030	2,214,987	20.15%	5,252,251	19.69%	4,695,079	10.00%	221,499	4,916,577	18.86%	335,674
30/31	27,235,853	24,852,422	2,383,431	21.24%	5,785,226	20.91%	5,197,658	10.00%	238,343	5,436,001	19.96%	349,225
31/32	28,461,467	25,899,291	2,562,176	22.24%	6,330,679	22.05%	5,711,137	10.00%	256,218	5,967,354	20.97%	363,325
32/33	29,742,233	27,002,136	2,740,097	21.81%	6,487,262	21.61%	5,834,993	10.00%	274,010	6,109,003	20.54%	378,259
33/34	31,080,633	28,160,239	2,920,395	19.37%	6,019,362	18.94%	5,333,360	10.00%	292,039	5,625,399	18.10%	393,992
34/35	32,479,262	29,381,561	3,097,701	17.15%	5,568,953	16.50%	4,848,498	10.00%	309,770	5,158,268	15.88%	410,685
35/36	33,940,829	30,664,420	3,276,409	15.89%	5,394,281	15.13%	4,638,363	10.00%	327,641	4,966,004	14.63%	428,277
36/37	35,468,166	32,004,361	3,463,805	11.33%	4,019,931	10.08%	3,226,903	10.00%	346,380	3,573,284	10.07%	446,647
37/38	37,064,233	33,407,330	3,656,903	13.33%	4,940,277	12.30%	4,108,682	10.00%	365,690	4,474,373	12.07%	465,905
38/39	38,732,124	34,889,654	3,842,470	14.97%	5,798,153	14.12%	4,927,511	10.00%	384,247	5,311,718	13.71%	486,396
39/40	40,475,069	36,448,493	4,026,577	13.74%	5,562,357	12.76%	4,651,669	10.00%	402,658	5,054,326	12.49%	508,030
40/41	42,296,448	38,080,311	4,216,137	12.24%	5,175,124	11.09%	4,222,808	10.00%	421,614	4,644,422	10.98%	530,703
41/42	44,199,788	39,786,255	4,413,533	10.53%	4,653,791	9.19%	3,658,027	10.00%	441,353	4,099,380	9.27%	554,411
42/43	46,188,778	41,572,974	4,615,804	7.74%	3,574,429	6.09%	2,533,572	10.00%	461,580	2,995,153	6.48%	579,277

\* Total Contribution Rates are based on open group payroll.  
 DC Contribution is based on a 10% employer contribution for Post-1/1/2014 hires only.

# CITY OF FORT PIERCE RETIREMENT AND BENEFIT SYSTEM

## ACTUARIAL COST ESTIMATE - DECEMBER 12, 2013

Utilities Authority Projected DB/DC Employer Contributions

Fiscal Year	Valuation Payroll Projected	Pre 1/1/2014 Proj. Payroll*	20% DC Election Assumption		Before Proposed Changes			After Proposed Change			Dollar Savings	
			DC Payroll in Fiscal Year	Employer Rate	Dollars	DB Rate	DB Dollars	DC Rate	DC Dollars	Employer Dollars		Rate *
13/14	\$ 12,887,363	\$ 12,631,878	\$ 255,484	17.41%	\$ 2,243,690	16.51%	\$ 2,085,809	10.00%	\$ 25,548	\$ 2,111,358	16.38%	\$ 132,332
14/15	13,467,294	12,930,766	536,528	18.06%	2,432,345	16.95%	2,191,502	10.00%	53,653	2,245,155	16.67%	187,190
15/16	14,073,322	13,346,302	727,020	18.03%	2,537,929	17.03%	2,273,372	10.00%	72,702	2,346,074	16.67%	191,855
16/17	14,706,622	13,782,245	924,377	16.13%	2,372,559	15.12%	2,083,354	10.00%	92,438	2,175,792	14.79%	196,767
17/18	15,368,420	14,229,902	1,138,518	17.13%	2,631,886	16.28%	2,316,313	10.00%	113,852	2,430,164	15.81%	201,722
18/19	16,059,999	14,705,841	1,354,158	13.69%	2,198,813	12.62%	1,856,313	10.00%	135,416	1,991,729	12.40%	207,084
19/20	16,782,699	15,189,206	1,593,493	13.28%	2,228,290	12.22%	1,856,570	10.00%	159,349	2,015,919	12.01%	212,371
20/21	17,537,920	15,688,067	1,849,853	13.46%	2,360,850	12.48%	1,958,110	10.00%	184,985	2,143,096	12.22%	217,755
21/22	18,327,126	16,228,255	2,098,871	13.01%	2,383,826	12.02%	1,950,132	10.00%	209,887	2,160,019	11.79%	223,807
22/23	19,151,847	16,779,074	2,372,773	13.32%	2,550,406	12.42%	2,083,306	10.00%	237,277	2,320,584	12.12%	229,823
23/24	20,013,680	17,357,692	2,655,988	13.80%	2,762,344	13.02%	2,260,568	10.00%	265,599	2,526,167	12.62%	236,177
24/25	20,914,296	17,976,652	2,937,644	15.49%	3,238,709	15.03%	2,701,804	10.00%	293,764	2,995,568	14.32%	243,141
25/26	21,855,439	18,621,430	3,234,009	16.61%	3,630,939	16.42%	3,057,167	10.00%	323,401	3,380,567	15.47%	250,372
26/27	22,838,934	19,309,527	3,529,407	16.29%	3,721,181	16.11%	3,109,988	10.00%	352,941	3,462,929	15.16%	258,252
27/28	23,866,686	20,042,308	3,824,378	15.38%	3,670,038	15.07%	3,020,804	10.00%	382,438	3,403,242	14.26%	266,796
28/29	24,940,687	20,824,053	4,116,634	17.63%	4,398,001	17.82%	3,710,251	10.00%	411,663	4,121,915	16.53%	276,086
29/30	26,063,018	21,633,043	4,429,975	20.15%	5,252,251	20.91%	4,523,639	10.00%	442,997	4,966,636	19.06%	285,615
30/31	27,235,853	22,468,991	4,766,862	21.24%	5,785,226	22.31%	5,013,181	10.00%	476,686	5,489,867	20.16%	295,360
31/32	28,461,467	23,337,114	5,124,353	22.24%	6,330,679	23.62%	5,512,824	10.00%	512,435	6,025,259	21.17%	305,419
32/33	29,742,233	24,262,038	5,480,195	19.37%	6,487,262	23.18%	5,622,910	10.00%	548,019	6,170,929	20.75%	316,333
33/34	31,080,633	25,239,844	5,840,789	17.15%	6,019,392	20.24%	5,107,321	10.00%	584,079	5,691,400	18.31%	327,992
34/35	32,479,262	26,283,861	6,195,401	15.89%	5,568,953	16.01%	4,608,736	10.00%	619,540	5,228,276	16.10%	340,677
35/36	33,940,829	27,388,011	6,552,817	11.33%	5,394,281	10.37%	4,384,769	10.00%	655,282	5,040,050	14.85%	354,231
36/37	35,468,166	28,540,557	6,927,609	11.33%	4,019,931	12.86%	3,825,638	10.00%	692,761	3,651,566	10.30%	368,365
37/38	37,064,233	29,750,427	7,313,806	13.33%	4,940,277	14.91%	4,630,103	10.00%	731,381	4,557,019	12.29%	383,259
38/39	38,732,124	31,047,184	7,684,940	13.74%	5,798,153	13.39%	4,340,012	10.00%	805,315	5,398,597	13.94%	399,556
39/40	40,475,069	32,421,916	8,053,153	12.24%	5,562,357	11.51%	4,316,419	10.00%	843,227	4,739,706	11.21%	417,030
40/41	42,296,448	33,864,174	8,432,273	10.53%	4,653,791	9.38%	3,316,419	10.00%	882,707	4,199,126	9.50%	435,418
41/42	44,199,788	35,372,721	8,827,066	7.74%	3,574,429	5.89%	2,176,309	10.00%	923,161	3,099,470	6.71%	454,665
42/43	46,188,778	36,957,170	9,231,608									474,960

\* Total Contribution Rates are based on open group payroll.

DC Contribution is based on a 10% employer contribution for Post-1/1/2014 hires only.

Gabriel Roeder Smith & Company

**CITY OF FORT PIERCE RETIREMENT AND BENEFIT SYSTEM**  
**ACTUARIAL COST ESTIMATE – DECEMBER 12, 2013**

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**Comment A:** One significant decision to be made will be the default option for new hires. Participating in the DC plan will be materially higher if it is the default option when plan election forms are being completed. There is an anti-selection risk that the highest turnover positions will elect the DC plan more frequently. Another significant decision will be vesting requirements. The proposal does not specify vesting of the 10% employer defined contribution rate nor does it discuss the treatment of forfeitures for non-vested employer DC contributions. For purposes of this cost estimate, we have assumed that the DC vesting will be immediate and therefore there will be no forfeitures.

**Comment B:** The long-term effect of the proposed cost estimate using a 10% DC election assumption for new hires is a decrease in total employer contribution of total payroll of 0.68% for General members and 0.43% for Utilities Authority. The components of this long-term decrease are as follows:

<b>Components of Changes in Long-term Total Employer Contribution Rate (as a Percent of Payroll)</b>		
	<b>General</b>	<b>Utilities Authority</b>
A. Change in Total DB Normal Cost (90% of Population)	(0.65)%	(0.55)%
B. Change in Employer Normal Cost for DC Members (10% of Population)	(0.03)%	0.12%
<b>C. Total Change in Employer Contribution Rate (A. + B.)</b>	<b>(0.68)%</b>	<b>(0.43)%</b>

The long-term effect of the proposed cost estimate using a 20% DC election assumption for new hires is a decrease in total employer contribution of total payroll of 0.64% for General members and 0.26% for Utilities Authority. The components of this long-term decrease are as follows:

<b>Components of Changes in Long-term Total Employer Contribution Rate (as a Percent of Payroll)</b>		
	<b>General</b>	<b>Utilities Authority</b>
A. Change in Total DB Normal Cost (80% of Population)	(0.58)%	(0.49)%
B. Change in Employer Normal Cost for DC Members (20% of Population)	(0.06)%	0.23%
<b>C. Total Change in Employer Contribution Rate (A. + B.)</b>	<b>(0.64)%</b>	<b>(0.26)%</b>

These decreases would emerge over time as new employees replace the existing workforce. For purposes of this cost estimate, the change in the DB employer contribution rate is reflected beginning January 1, 2014 since the employer contribution rate for the year ending September 30, 2014 has already been certified by the Board of Trustees. The change in DC employer contribution rate is reflected beginning January 1, 2014. Since the DB plan remains open, there is no change in the amortization of the unfunded accrued liability contributions.

**CITY OF FORT PIERCE RETIREMENT AND BENEFIT SYSTEM**  
**ACTUARIAL COST ESTIMATE – DECEMBER 12, 2013**

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**Comment C:** The proposal changes the defined benefit multiplier from 3.0% to 2.5% for all accrued service on or after January 1, 2014 for all General and Utilities Authority members. We did not adjust the retirement rates for the proposed amendments.

**Comment D:** The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based upon present and proposed assumptions that are outlined in the report. In particular, the number of active members is assumed to remain constant over the projection period and total payroll is assumed to grow at a rate of 4.5% per year. These assumptions are very sensitive to actual hiring practices of the state and short-term economic conditions.

If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the authors of this report prior to relying on information in the report.

**Comment E:** If you have reason to believe that the information provided in this report is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the authors of the report prior to making such decision.

**Comment F:** In the event that more than one plan change is being considered, it is very important to remember that the results of separate actuarial valuations cannot generally be added together to produce a correct estimate of the combined effect of all of the changes. The total can be considerably greater than the sum of the parts due to the interaction of various plan provisions with each other, and with the assumptions that must be used.

**Comment G:** This report is intended to describe the financial effect of the proposed plan changes on the Retirement System. Except as otherwise noted, potential effects on other benefit plans were not considered.

**Comment H:** The reader of this report should keep in mind that actuarial calculations are mathematical estimates based on current data and assumptions about future events (which may or may not materialize). Please note that actuarial calculations can and do vary from one valuation year to the next. As a result, the cost impact of a benefit change may fluctuate over time, as the demographics of the group changes.

**City Commission Regular Meeting**

**Agenda Item # 11. b.**

**Meeting Date:** 02/18/2014

**Re:** Single Stream Recycling Update

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**SUBJECT:**

Single Stream Recycling Update.

**SUMMARY:**

Staff is prepared to present a progress update to the Commission and answer any questions concerning the project.

**RECOMMENDATION:**

N/A

**ALTERNATIVES:**

N/A

**RESPONSIBLE STAFF:**

Public Works Department

**COORDINATED WITH:**

N/A

---

**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

No fiscal impact.

---

**Form Review**

**Inbox**

City Manager

Form Started By: Mike Reals

Final Approval Date: 02/06/2014

**Reviewed By**

Robert Bradshaw

**Date**

02/06/2014 02:39 PM

Started On: 02/06/2014 12:33 PM

**City Commission Regular Meeting**

**Agenda Item # 11. c.**

**Meeting Date:** 02/18/2014

**Re:** Indian Hills Recreation Area Stormwater Improvements

**Submitted For:** John Andrews, City Engineer, Engineering

---

**SUBJECT:**

Request award of construction contract to Paul Jacquin & Sons, Inc. for stormwater improvements for the Indian Hills Recreation Area in the amount of \$2,787,588.42.

**SUMMARY:**

In a presentation, the Engineering Department will provide an overview of the proposed stormwater improvements that were originally part of the Heathcote Botanical Gardens expansion project. This project which is a joint partnership with St. Lucie County, the property owner, and the City of Fort Pierce, the entity responsible for management and maintenance of the stormwater system, is being constructed to improve the water quality of stormwater that passes through the system and discharges to the Indian River Lagoon. Seven elements make up the stormwater treatment train that will remove impurities from the water.

We are requesting approval of the construction contract to Paul Jacquin & Sons, Inc. in the amount of \$2,787,588.42.

**RECOMMENDATION:**

A total of four firms responded to the Invitation to Bid No.2014-002. Total bids ranged from \$3,435,217.38 on the high end to \$2,430,745.75 on the low. The apparent low bidder was determined to be non-responsive due to failure to provide the required 10% bid bond at the time of bid opening.

Paul Jacquin & Sons, Inc. of Fort Pierce, was the second lowest bidder at \$2,787,588.42. The Engineering Department is recommending award to Paul Jacquin & Sons, Inc. in the amount of \$2,787,588.42

**ALTERNATIVES:**

Reject all proposals and re-bid.

**RESPONSIBLE STAFF:**

City Engineer, Purchasing Manager

**COORDINATED WITH:**

St. Lucie County Public Works Department

---

**Fiscal Impact**

**Budgeted Y/N:** N/A

**Fiscal Year:**

**Account:** 403 4300 538 3490

**Amount:** \$2,787,588,.42

**OTHER INFORMATION:**

Contract to be paid from SMU account # 403 4300 538 3490. SMU to be reimbursed by the following grants:

- FDEP- TMDL Grant: \$900,000
- FDEP- 319 Grant: \$510,000
- St. Lucie River Issues Team Grant: \$370,484
- FCT Grant \$526,263
- Total Reimbursement: \$2,306,747

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**Attachments**

Presentation

Bid Tabulation

Jacquín Proposal

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**Form Review**

**Inbox**

Purchasing

Finance Department

City Manager

Form Started By: John Andrews

Final Approval Date: 02/10/2014

**Reviewed By**

Tony Barnes

Johnna Morris

Robert Bradshaw

**Date**

02/07/2014 04:02 PM

02/07/2014 04:56 PM

02/10/2014 12:45 PM

Started On: 02/06/2014 03:56 PM

# Indian Hills Recreation Area Stormwater Improvements

Formerly called Heathcote Botanical Gardens Expansion



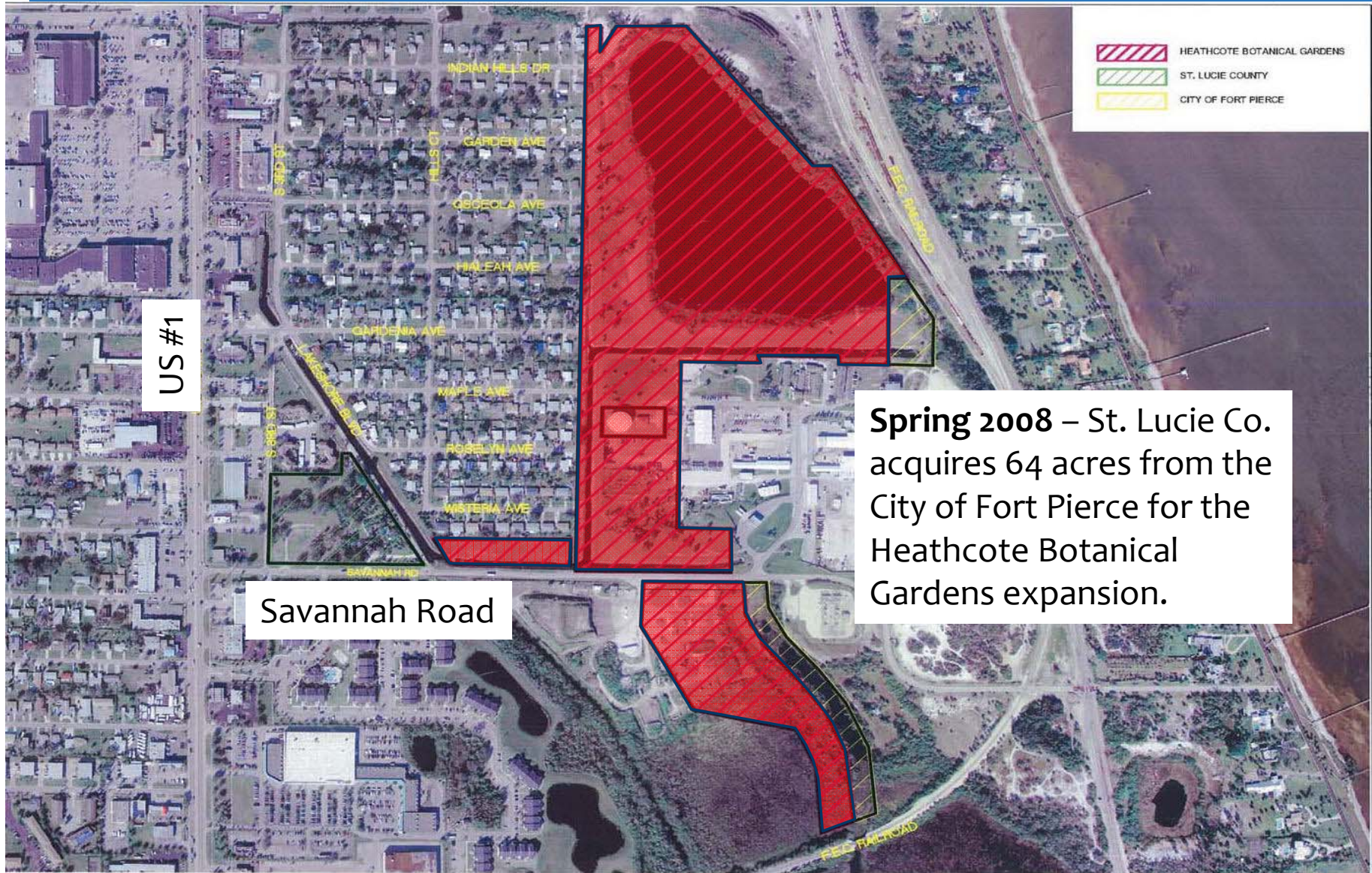
Prepared By:  
City of Fort Pierce  
Engineering Department

# Indian Hills Recreation Area Stormwater Improvements

- \* **A Partnership Project which includes multiple agencies**
  - \* Florida Communities Trust
  - \* Florida Department of Environmental Protection
  - \* St. Lucie County
  - \* City of Fort Pierce
  - \* South Florida Water Management District
  - \* St. Lucie River Issues Team
  - \* Treasure Coast Resource Conservation & Development Council



# Indian Hills Recreation Area Stormwater Improvements



# Indian Hills Recreation Area Stormwater Improvements



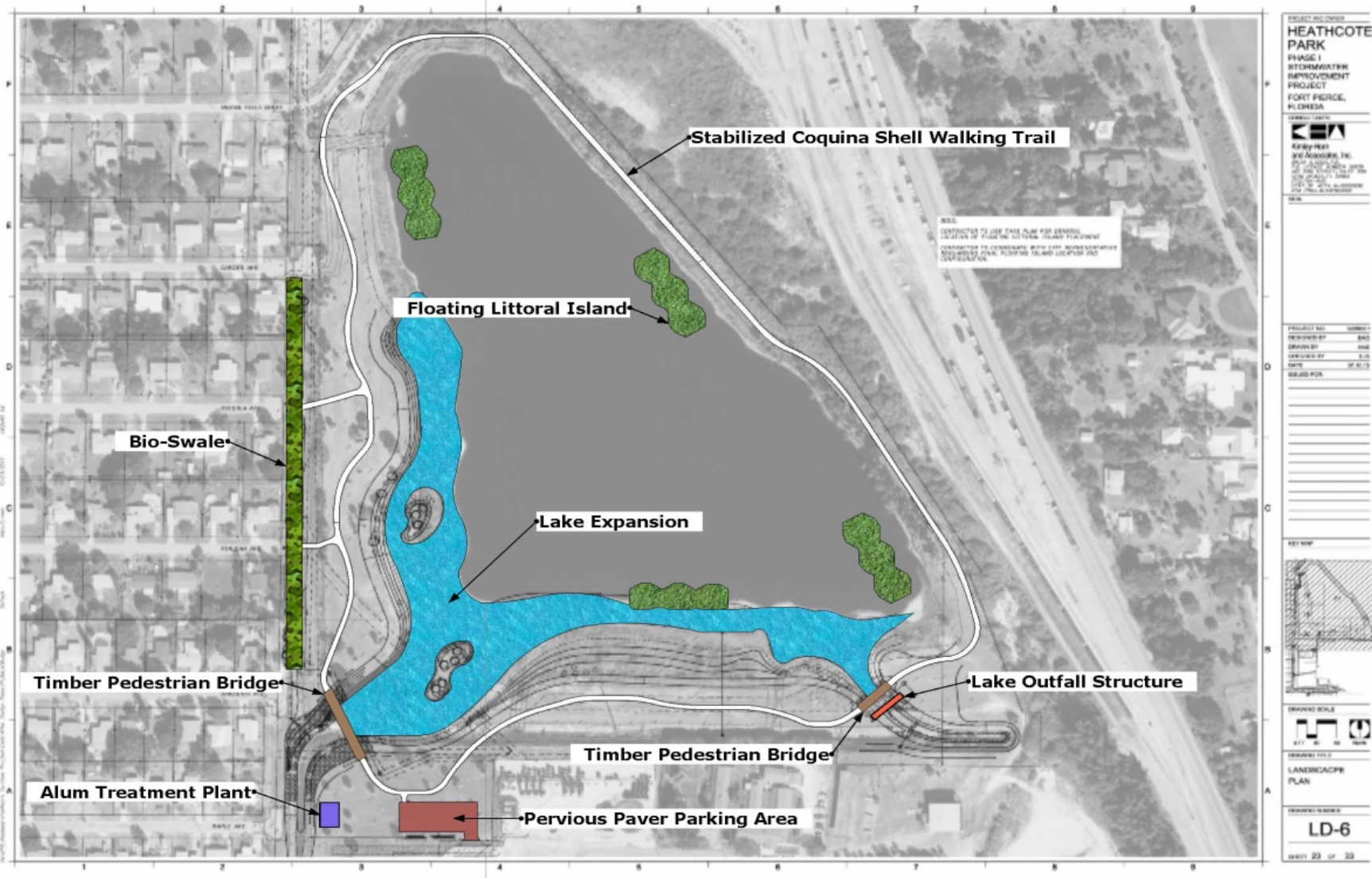
**Existing Conditions**

# Indian Hills Recreation Area Stormwater Improvements



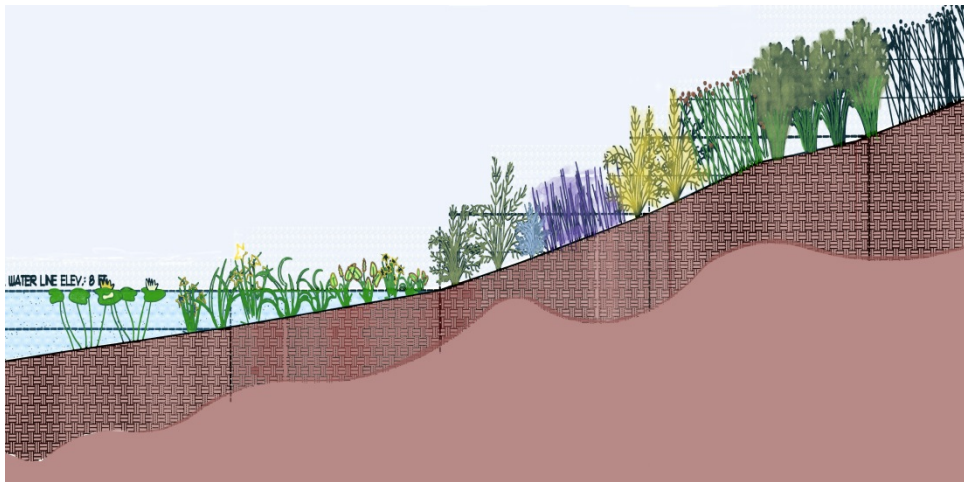
**Existing Conditions**

# Indian Hills Recreation Area Stormwater Improvements



# Indian Hills Recreation Area Stormwater Improvements

## \* Lake Expansion and Creation of Littoral Zones



- Approximately 95,000 CY of excavation
- Creation of an additional 3 acres of littoral planting zones

# Indian Hills Recreation Area Stormwater Improvements

## \* Floating vegetative mats



- Installation of nearly one acre of vegetative mats for the removal of nutrients from the water.
- Plants will be harvested on a yearly basis and mats reused with new plantings.

# Indian Hills Recreation Area Stormwater Improvements

## \* Alum Treatment Plant

- Alum will be injected into incoming stormwater runoff at a metered rate, creating precipitates which remove pollutants, primarily suspended solids, algae, phosphorus and heavy metals.

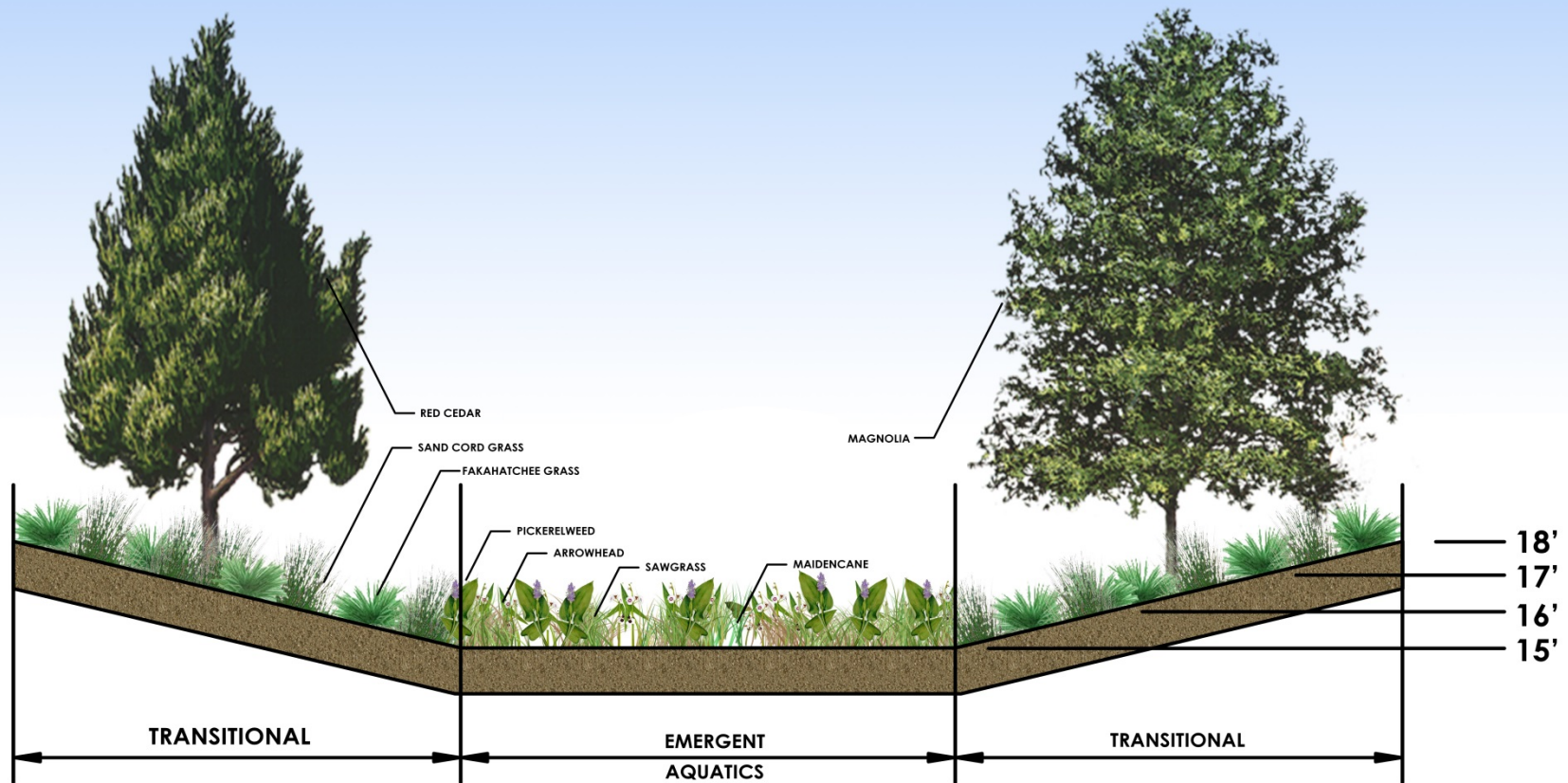


Site Location Plan



Injection Components

# Indian Hills Recreation Area Stormwater Improvements



**HEATHCOTE PARK**  
**TYPICAL BIO-SWALE SECTION**

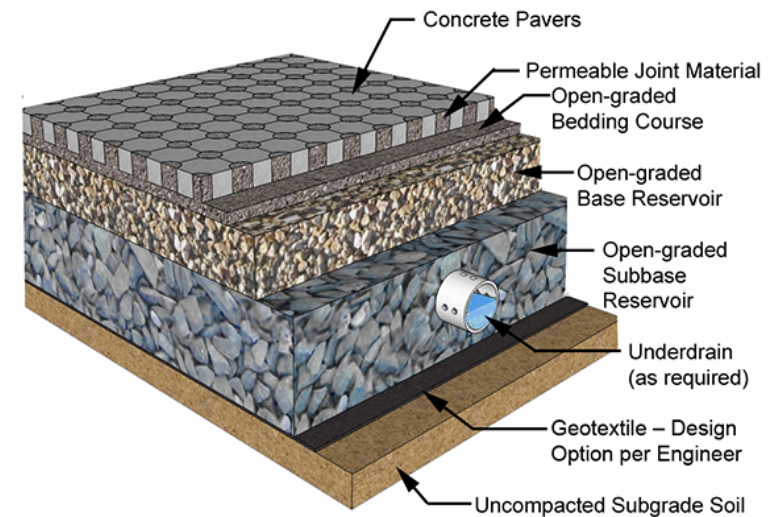


# Indian Hills Recreation Area Stormwater Improvements

## \* Pervious Paver Parking Area



- Construction of a 22 space parking area with pervious pavers and underlying stone reservoir



# Indian Hills Recreation Area Stormwater Improvements

## \* Pedestrian Bridges



- Installation of two pedestrian bridges – 12' in width, continuing the recreational trail around the lake

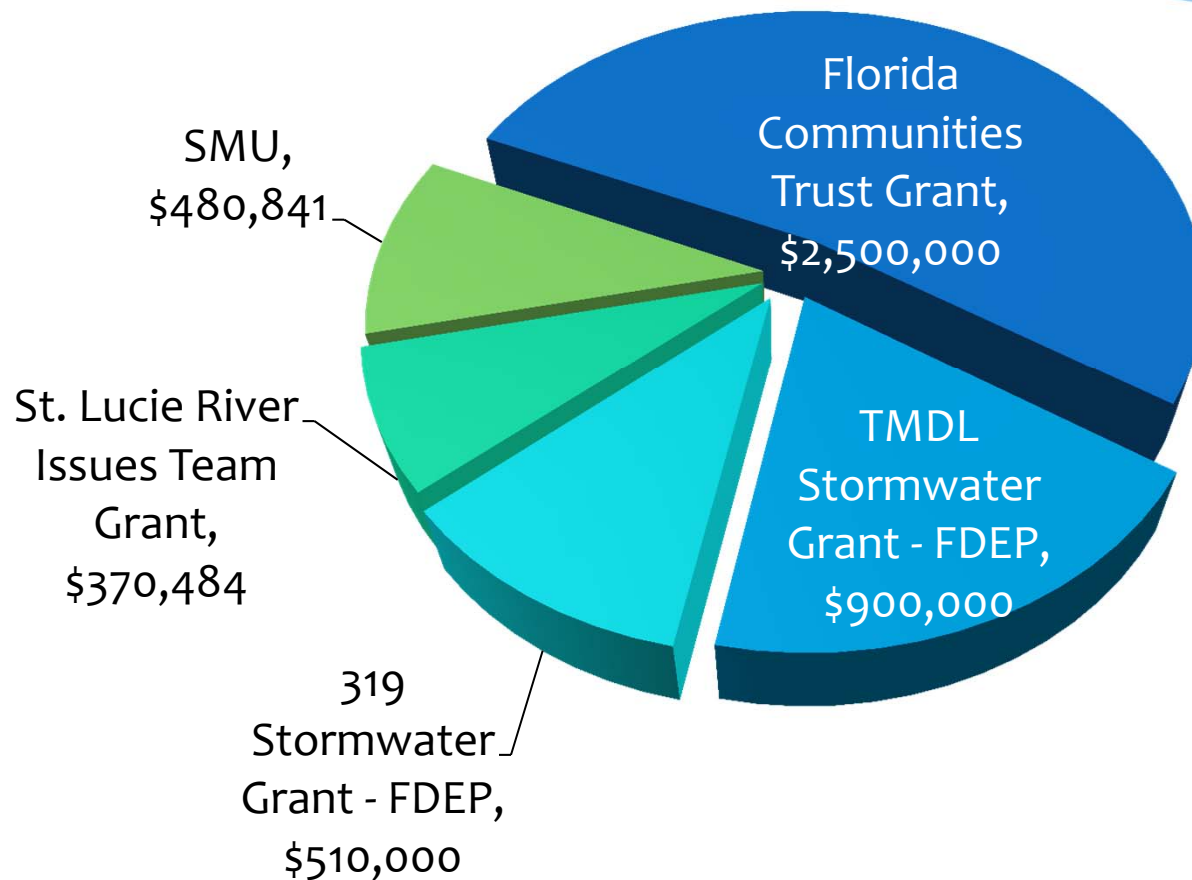
# Indian Hills Recreation Area Stormwater Improvements

## \* Project Cost

* STORMWATER IMPROVEMENTS:	\$1,770,906.68
* LANDSCAPING / EROSION CONTROL:	\$ 488,300.20
* UTILITY RELOCATIONS:	\$ 232,421.20
* PEDESTRIAN TRAIL:	\$ 295,960.34
<hr/>	
* TOTAL AMOUNT	\$2,787,588.42

# Indian Hills Recreation Area Stormwater Improvements

## \* Project Funding



**TOTAL AVAILABLE  
FUNDING:  
\$4,761,325**

# Indian Hills Recreation Area Stormwater Improvements

## \* FCT Grant Requirements

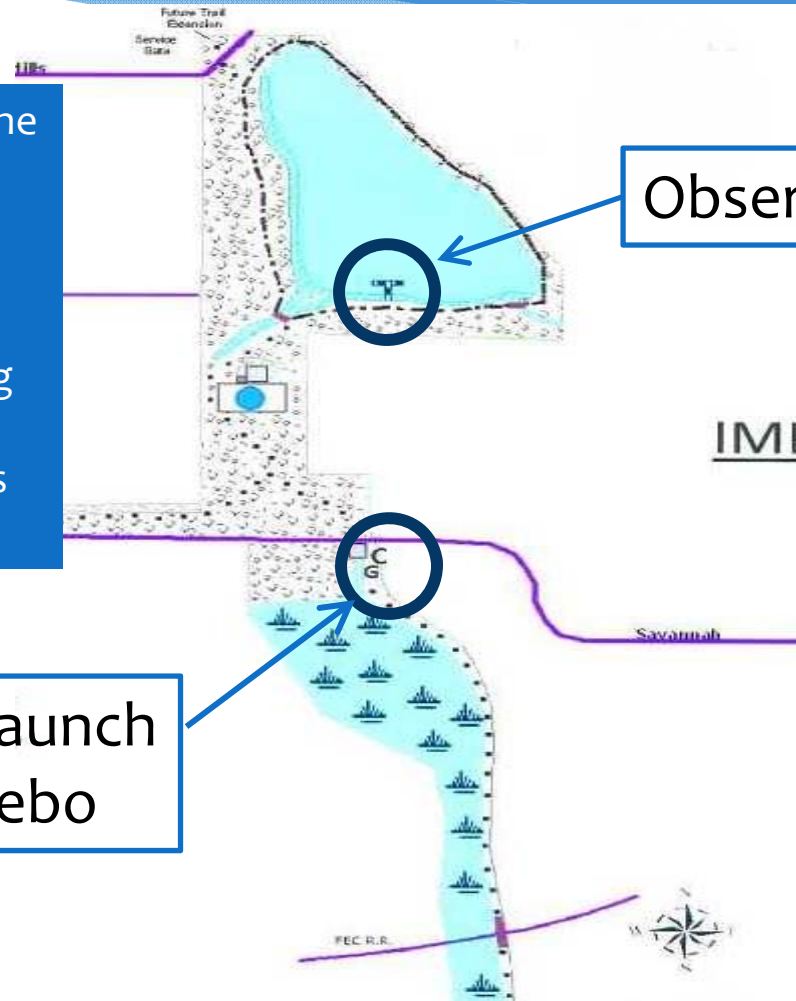
County is responsible for the FCT Grant conditions.

County will begin construction of canoe launch first and completing observation pier when stormwater improvements are completed.

Canoe Launch  
and Gazebo

Observation Pier

FCT PARK  
IMPROVEMENTS



Questions?



**CITY OF FORT PIERCE  
TABULATION OF BIDS**

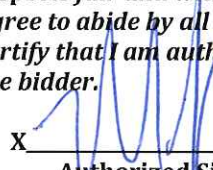
**"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."**

<b>BID ON:</b>	<b>UNIT PRICE CONSTRUCTION CONTRACT FOR HEATHCOTE BOTANICAL PARK AND GARDENS</b>
<b>BID NUMBER:</b>	<b>2014-002</b>
<b>DATE:</b>	<b>12/19/13 @ 3:00 PM</b>
<b>RECOMMENDED AWARD:</b>	<b>Pending</b>

<b>RESPONSE</b>
4 of 61 = 7%
0 "No Bids"
Total = 7%

<b>VENDOR</b>	<b>TOTAL COST</b>	<b>BID BOND</b>
Mancil's Tractor Service, Inc. Stuart, FL	\$2,139,245.75	5% <b>NON-RESPONSIVE</b> 10% required Bid Bond
Paul Jacquin & Sons, Inc. Fort Pierce, FL	\$2,336,735.41	10%
Sunshine Land Design, Inc. Stuart, FL	\$2,679,971.67	10%
Gibbs & Register, Inc. Winter Garden, FL	\$2,791,349.25	10%

**PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.**

<p><b><u>DELIVER TO:</u></b>  City of Fort Pierce  100 North U.S. #1  Fort Pierce, FL 34950</p> <p><b><u>MAIL TO:</u></b>  City of Fort Pierce Procurement Dept.  P.O. Box 1480  Fort Pierce, FL 34954-1480</p>	<p><b>INVITATION TO BID</b></p> <p><b>and</b></p> <p><b>BIDDER ACKNOWLEDGMENT</b></p>
<p>Contact: Gelencia Carter, 772-467-3749</p>	<p>Bid No: 2014-002</p>
<p>Mandatory Pre-Bid Conference:  10:00AM, THURSDAY, DECEMBER 5, 2013</p>	<p>Bid Title: UNIT PRICE CONSTRUCTION  CONTRACT FOR HEATHCOTE  BOTANICAL PARK AND GARDENS</p>
<p>Mandatory Pre-Bid Conference Location:  City of Fort Pierce  Engineering 1<sup>st</sup> Floor Conference Room  100 North U.S. #1, Fort Pierce, FL 34950</p>	<p>Bid Opening Location:  City of Ft. Pierce Procurement Dept.  100 North U.S. #1, 1st Floor  Ft. Pierce, Florida 34950</p>
<p>Bid Due Date &amp; Time:  3:00 PM, TUESDAY, DECEMBER 12, 2013</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Bidder Name:  Paul Jacquin &amp; Sons, Inc.  -----</p> <p>Mailing Address:  PO Box 4343  -----  -----  -----</p>	<p><i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i></p> <p>X   Authorized Signature (Manual)</p>
<p>City, State, Zip Code:  Fort Pierce, FL 34948</p>	<p>Typed or Printed Name:  Michael Jacquin</p>
<p>Type of Entity (Circle One):  Corporation Partnership Proprietorship</p>	<p>Title: President</p>
<p>Incorporated in the State of: Florida Year: 1975</p>	<p>Delivery in <u>300</u> days, ARO</p>
<p>Phone Number: 772-465-2475</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number: 772-466-2806</p>	<p>FEIN or SS Number: 59-1640441</p>
<p>E-Mail Address: michael.jacquin@psj.com</p>	<p>Local Business: <u>X</u> Y <u>  </u> N MWBE: <u>  </u> Y <u>X</u> N</p>
<p>Bid Security is attached, when required, in the amount of \$ <u>10% of Bid Amount</u>  <b>F.O.B. DESTINATION</b></p>	<p>If returning as a "No Bid" state reason:</p>
<p><b>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</b></p>	

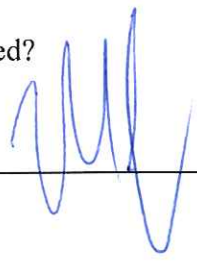
**CITY OF FORT PIERCE BIDDER'S CHECKLIST**

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

**Check "Yes" or "No" to each of the following:**

	<b>YES</b>	<b>NO</b>
Is Invitation to Bid cover page (page 1) completed, signed and attached?	<u>✓</u>	_____
Is Bid Response Form completed, signed and attached?	<u>✓</u>	_____
W-9 Form completed, signed and attached?	<u>✓</u>	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	<u>✓</u>	_____
Include proof of proper licensing as stated in bid documents.	<u>✓</u>	_____
Include proof of proper insurance as stated in bid documents.	<u>✓</u>	_____
Bid envelope is marked accordingly.	<u>✓</u>	_____
Is Drug-Free Work Place form signed and enclosed?	<u>✓</u>	_____
Are three (3) complete bid packages included (1 original and 2 copies)?	<u>✓</u>	_____
Is each Bid Addendum (when issued) signed and included?	<u>✓</u>	_____

**PLEASE SIGN AND RETURN WITH BID** \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Paul Jacquin &amp; Sons, Inc.</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>PO Box 4343</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Fort Pierce, FL 34948</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
			-			-		

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
5	9	-	1	6	4	0	4	1

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 11/11/13
------------------	----------------------------	-----------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



# CERTIFICATE OF LIABILITY INSURANCE

PAULJ-1

OP ID: KR

DATE (MM/DD/YYYY)

01/04/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stuart Insurance, Inc. 3070 S W Mapp Palm City, FL 34990 Joseph E. Coons, CPCU. CIC.	772-286-4334	CONTACT NAME:	
	772-286-9389	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Westfield Insurance	NAIC # 24112
		INSURER B : FCCI	10178
		INSURER C : Markel Insurance	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED Paul Jacquin & Sons, Inc.  
P.O. Box 4343  
Fort Pierce, FL 34948-4343

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TRA7400649	01/01/13	01/01/14	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 150,000					
		MED EXP (Any one person)	\$ 10,000					
		PERSONAL & ADV INJURY	\$ 1,000,000					
		GENERAL AGGREGATE	\$ 2,000,000					
		PRODUCTS - COMP/OP AGG	\$ 2,000,000					
		Emp Ben.	\$ 1,000,000					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TRA7400649	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)	\$					
		BODILY INJURY (Per accident)	\$					
		PROPERTY DAMAGE (Per accident)	\$					
			\$					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			TRA7400649	01/01/13	01/01/14	EACH OCCURRENCE	\$ 2,000,000
		AGGREGATE	\$ 2,000,000					
			\$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	001WC12A67794	01/01/13	01/01/14	WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Rented Equipment			TRA7400649	01/01/13	01/01/14	Rented Eq	100,000
C	Pollution Liab.			12CPL01116	04/30/12	04/30/13	Pollution	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

BLANK-1

SAMPLE CERTIFICATE  
TO REQUEST A CERTIFICATE  
PLEASE CALL 772-286-4334.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joseph E. Coons*

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**SECTION 001**

**BID FORM**

PROPOSAL TO

THE CITY OF FORT PIERCE

FOR THE CONSTRUCTION OF HEATHCOTE BOTANICAL PARK AND GARDENS  
STORMWATER PROJECT

NAME OF BIDDER : Paul Jacquin & Sons, Inc.

MAILING ADDRESS: PO Box 4343, Fort Pierce, FL 34948

STREET ADDRESS : 7348 Commercial Circle, Fort Pierce, FL (Zip Code) 34951

PHONE NUMBER : 772-465-2475

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. <u>1</u>	Dated <u>11/27/13</u>	No. _____	Dated _____
No. <u>2</u>	Dated <u>12/5/13</u>	No. _____	Dated _____
No. <u>3</u>	Dated <u>12/13/13</u>	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be completed within <sup>300</sup> ~~XXX~~ calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents; that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

**Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either by purchase or electronically from Demand Star.**

#### **LIST OF MAJOR SUBCONTRACTORS**

The undersigned Bidder expressly agrees that:

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and
2. The following list includes all subcontractors who will perform Work, and
3. The Bidder represents that the subcontractors listed below are



to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS bidder's bond

(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: Paul Jacquin & Sons, Inc.  
(Type or Print)

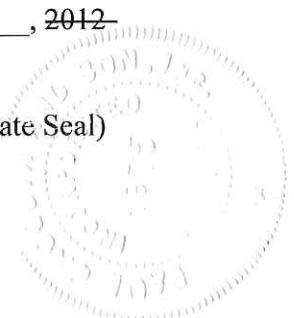
By: 

Name: Michael Jacquin

Title: President

Dated: December 19, 2013, ~~2012~~

(Corporate Seal)



Attest  
If Corporation

By:   
(Signature)

Name: Alyssa Modine

Title: Secretary

Witnesses:   
(Signature)

(If partnership  
Or individual) \_\_\_\_\_  
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License).

CGC060473 August 2014 State of Florida General Contractor

**END OF SECTION**

## SECTION 010

### BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. Paul Jacquin & Sons, Inc.
2. Permanent Main Office address. 7348 Commercial Circle, Fort Pierce, FL 34951
3. When organized? 1940
4. If a corporation, where incorporated? 1975
5. How many years have you been engaged in construction under this present firm or trade name? 73
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) See Attached
7. General character of work performed by you. Overall management of the entire project
8. Have you ever failed to complete any work awarded to you? If so, where and why? No
9. Have you ever defaulted on a contract? If so, where and why? No
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. See Attached
11. List your major equipment available for this contract. None
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) See Attached
13. Background and experience of the principal members of your company, including the officers. See Attached
14. Give bank reference. See Attached
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. to be provided if we are the successful bidder
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

November 25, 2013		Work on Hand Spreadsheet		
Job Title	Contract Amount	Aprox Date to Finish	Percent Complete	
Williamson Center	1,830,833.76	Feb-14	61.00%	
IRSC Thermal Storage Tank Construction	2,456,175.07	Dec-13	83.00%	
New Horizons Addition	793,909.28	Jan-14	70.00%	
Port Salerno Re-Roof	641,640.00	hold per owner	9.00%	
Warfield Elem. Phase 4 Demo	279,901.00	Dec-13	90.00%	
Citrus Grove Community Park	3,734,996.76	Feb-14	47.00%	
Treasure Coast Carwash	1,531,798.23	Jul-14	26.00%	
Main Street Village	618,750.00	Jun-14	10.00%	
<b>Total</b>	11,888,004.10			

## # 10 Answers to Questionnaire

**Local County/City Government/ Municipalities**

Name: Vero Beach Airport OPS Building & Hanger  
 Contact: Eric Menger  
 Address: 3400 Cherokee Dr. Vero Beach, FL.32961  
 Phone: 772.978.4930  
 Date of Work: January 2013  
 Contract Amount: \$ 1,287,605

Name: Digital Domain Studio  
 Contact : City of PSL  
 121 PSL Blvd. PSL, FL. 34953  
 Phone: 772.871.5225  
 Date of Work: December 2011  
 Contract Amount: \$ 25,500,000

Name: City of PSL –Botanical Gardens  
 Contact: Brad Keen  
 Address: 121 SW PSL Blvd. ,PSL FL. 34951  
 Phone: 772.344.4005  
 Date of Work: March 2010  
 Contract Amount: \$ 2,746,720

Name: St. Lucie County Fire District-3  
 Contact: Deputy Chief Buddy Emerson  
 Address: 5160 NW Milner Dr., PSL FL. 34983  
 Phone: 772.621.3322  
 Date of Work: March 2010  
 Contract Amount: \$1,209,377

Name: New Horizon's- Children's Center  
 Contact: John Romano  
 Address: 4500 W. Midway Rd. Ft. Pierce, FL. 34981  
 Phone: 772.672.8408  
 Date of Work: July 2010  
 Contract Amount: \$3,394,770

Name: St. Lucie Veterinary Medical Center  
 Contact: Michael Geraghty  
 Address: 7790 S. US Hwy 1,PSL, FL.34952  
 Phone: 772.240.0934  
 Date of Work: May 2012  
 Contract Amount: \$2,113,684

**School Districts**

Name: MCSD-Warfield MAS  
 Contact: Rob Phillips  
 Phone: 772.223.3105  
 Address: 1050 SE 10<sup>TH</sup> ST, Stuart FL. 34994  
 Date of work: July 2009  
 Contract Amount: \$1,591,225

Name: SLC Schools-Ft. Pierce Central  
 Contact: Joe Piper  
 Phone: 772.785.6619  
 Address: 327 NW Commerce Park Dr. PSL FL. 34986  
 Date of Work: June 2008  
 Contract Amount: \$19,323,716

Name: SLC Schools-Manatee  
 Contact: John Gillette  
 Phone: 772.340.7111  
 Address: 327 NW Commerce Park Dr., PSL FL. 34986  
 Date of Work: March 2008  
 Contract Amount: \$16,677,595

Name: MCSD-Warfield 2 Story Classroom  
 Contact: Rob Phillips  
 Phone: 772.223.3105  
 Address: 1050 SE 10<sup>th</sup> St. Stuart FL. 34994  
 Date of Work: May 2011  
 Contract Amount: \$3,717,000

Name: SLCSB-MOA  
 Contact: John Gillette  
 Phone: 772.340.7111  
 Address: 327 NW Commerce Park Dr. PSL FL. 34986  
 Date of Work: August 2010  
 Contract Amount: \$2,328,840

Name: IRSC- FSU College of Medicine  
 Contact: Allen Bottonoff  
 Address: 3209 Virginia Ave. Ft. Pierce, FL. 34981  
 Phone: 772.794.2929  
 Date of Work: May 2008  
 Contract Amount: \$3,877,859



## City of PSL Botanical Gardens Port St Lucie, Florida

**Owner:**  
City of PSL

**Completion Date:**  
March, 2010

**Size:**  
6300 total s.f.

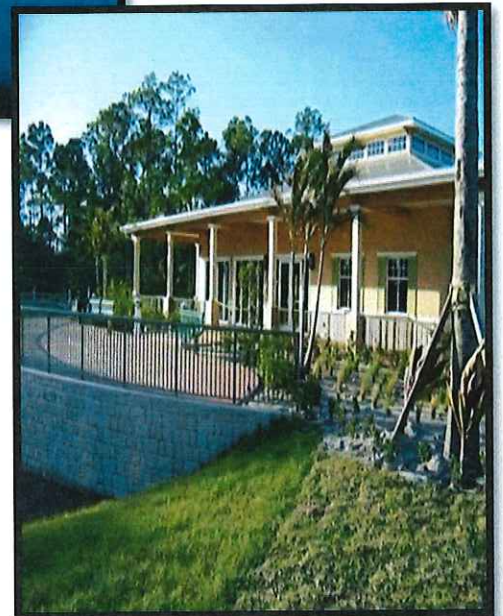
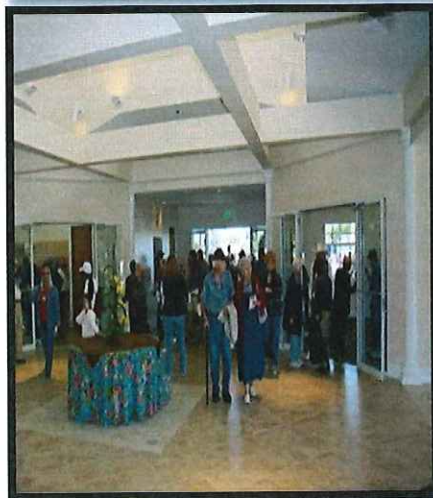
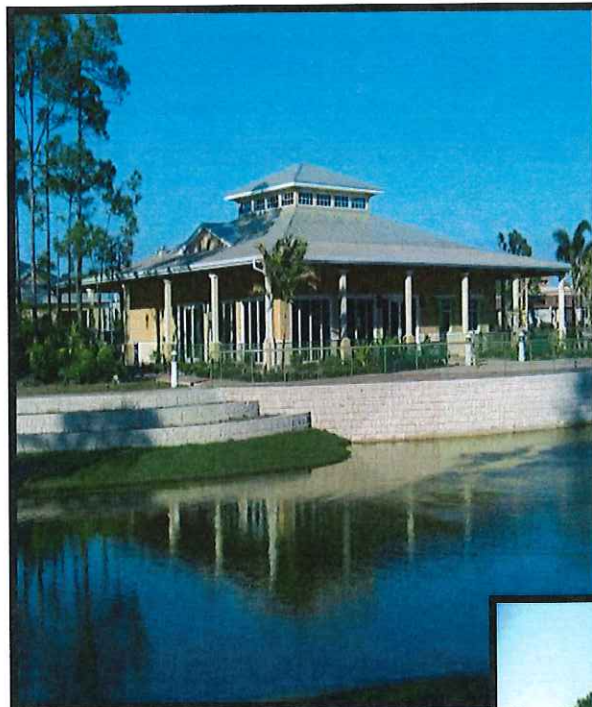
**Type:**  
New Construction

**Cost:**  
\$2,746,700

**Key Professionals:**  
Dave Laliberte –  
Project Manager

Paul E. Jacquin -  
Superintendent

**Architect:**  
Nexus Design  
Group/EDC Eng.



### Project Description:

This project has two buildings which comprise of a main visitor's center and a maintenance building. It also has several acres of natural trees and vegetation with concrete walking trail throughout.



## Children's Environmental Center Port St Lucie, Florida

**Owner:**  
City of PSL

**Completion Date:**  
Nov. 2000

**Size:**  
6230 total s.f.

**Type:**  
New Construction

**Cost:**  
\$679,800

**Key Professionals:**  
Mike Jacquin—  
Project Manager

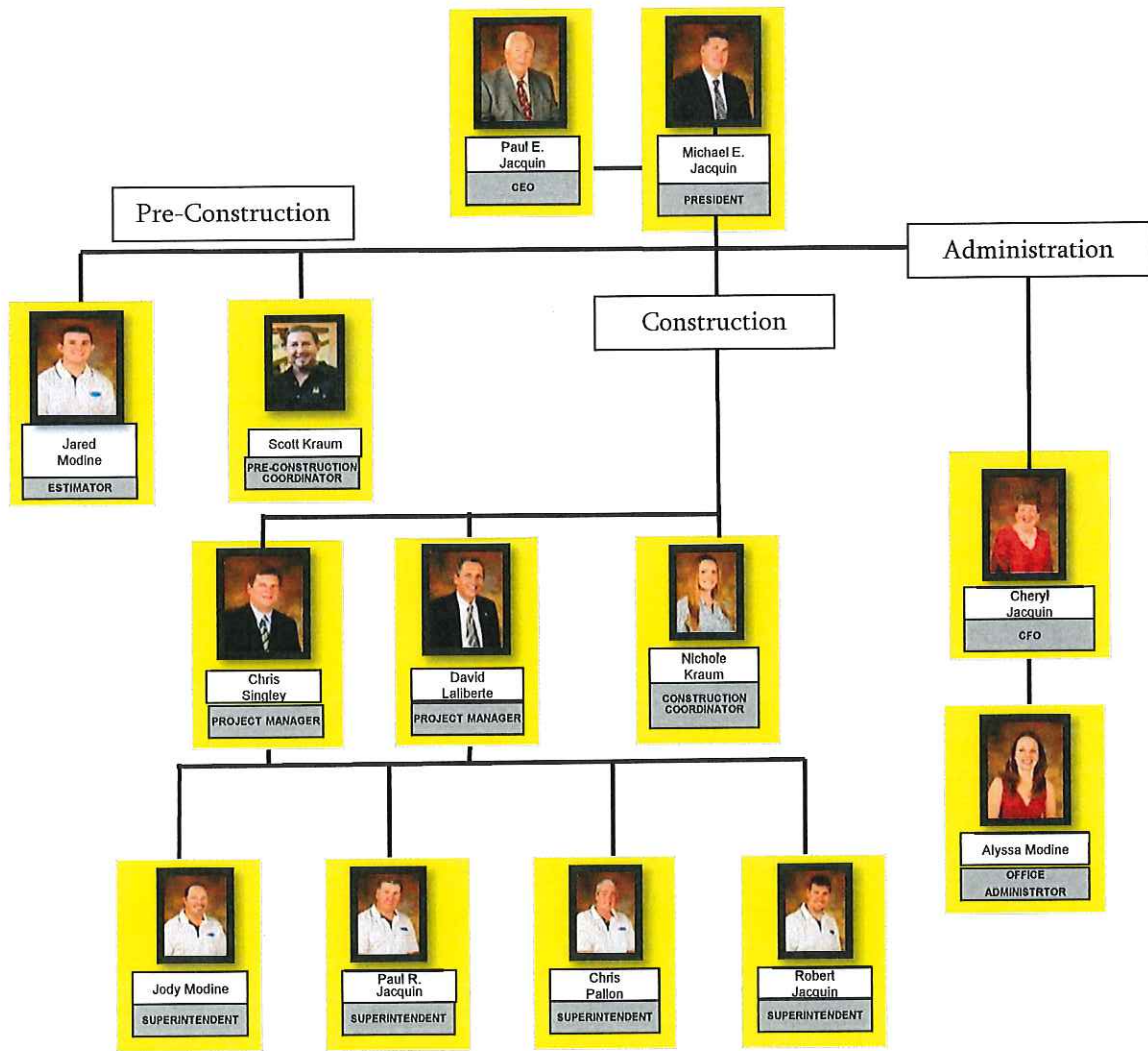
Chris Pallon  
-Superintendent

**Architect:**  
Stebbins & Scott





# Organizational Chart



PLUS OUR SKILLED CARPENTERS



## Michael E. Jacquin President



**Education:**

Westwood High School  
 Indian River Community College  
 Seminole Community College

**Active Certification:**

State Certified General Contractor CGC060473

**Summary of Qualifications:**

Michael has been a key person in many of the projects that Paul Jacquin & Sons has completed. He has worked as an estimator, project supervisor, and project manager. Michael works closely with the Owners to develop the building design and cost.

**Professional Experience:**

Paul Jacquin & Sons                      23 years

Company	Recent Project Experience	Size	Value	Year Comp.
Jacquin	PSL Elks Lodge #2658	10,125 sf	\$ 655,000	2011
Jacquin	Clerk of Court Reno. Floors 3 & 4	9,000 sf	\$ 1,980,000	2011
Jacquin	MCSB Environmental Studies	17,500 sf	\$ 318,500	2011
Jacquin	Digital Domain Studio	115,704 sf	\$ 25,500,000	2011
Jacquin	Bayshore Elementary School Phase II	76,127 sf	\$ 848,768	2011
Jacquin	Warfield Elementary 2 Story Classroom Building - Indiantown, FL	22,900 sf	\$ 3,717,028	2011
Jacquin	Gazzara/Miranda's Bakery	4,198 sf	\$ 570,000	2011
Jacquin	IRSC Chastian/Calc		\$ 174,079	2011
Jacquin	IRSC Physical Therapy	5,000 sf	\$ 288,702	2011
Jacquin	Village Green Elementary School HVAC Renovation	70,000 sf	\$ 2,541,339	2011
Jacquin	Bayshore Elementary HVAC Renovation - Port St. Lucie, FL	76,127 sf	\$ 3,310,976	2011
Jacquin	Bayshore Elementary Roof Replacement - Port St. Lucie, FL	76,127 sf	\$ 783,373	2011
Jacquin	Liberty Baptist Academy New Classroom - Fort Pierce, FL	8,940 sf	\$ 1,126,100	2010
Jacquin	New Horizons - Fort Pierce, FL	13,606 sf	\$ 3,394,770	2010
Jacquin	SLC Fire District Station #3 - Port St. Lucie, FL	8,306 sf	\$ 1,553,190	2010
Jacquin	City of PSL Botanical Gardens - Port St. Lucie, FL	10,517 sf	\$ 2,729,470	2010
Jacquin	Marine & Oceanography Academy at HBOI - Fort Pierce, FL	31,846 sf	\$ 2,539,450	2010
Jacquin	IRSC Building 38 Renovation	46,144 sf	\$ 902,407	2010
Jacquin	IRSC Building 39 Renovation	11,683 sf	\$ 358,165	2010
Jacquin	SLC Public Schools Administration Storm Fay Clean-Up - Fort Pierce, FL	135,000 sf	\$ 2,591,067	2009
Jacquin	Warfield Elementary A.M.S. Lab Building - Indiantown, FL	7,000 sf	\$ 2,094,412	2009
Jacquin	SLC Public Schools Admin Renovation Space Planning - Fort Pierce, FL	135,000 sf	\$ 1,753,648	2008
Jacquin	Manatee K-8 Classroom & Gym - Port St. Lucie, FL	84,000 sf	\$ 16,677,000	2008
Jacquin	IRSC / FSU College of Medicine - Fort Pierce, FL	17,000 sf	\$ 4,917,000	2008
Jacquin	Fort Pierce High School - Building 1	126,000 sf	\$ 19,323,716	2008
Jacquin	SLC Emergency Operations Center - Fort Pierce, FL	27,000 sf	\$ 8,455,500	2008
Jacquin	Salvation Army Office and Family Store - Port St. Lucie, FL	17,400 sf	\$ 2,110,375	2008
Jacquin	Atlantic Building Supplies - Port St. Lucie, FL	20,000 sf	\$ 1,224,148	2007
Jacquin	St. Anastasia Media Center - Fort Pierce, FL	17,000 sf	\$ 2,412,300	2006
Jacquin	IRCC Chastain Center Building A - Stuart, FL	9,150 sf	\$ 1,364,950	2006
Jacquin	Westwood High School Gym Renovation - Fort Pierce, FL	25,000sf	\$ 3,807,560	2006
Jacquin	IRCC Building L Remodel - Fort Pierce, FL	25,000 sf	\$ 2,473,150	2005
Jacquin	SLC Public Schools Administration Build-Out - Fort Pierce, FL	135,000 sf	\$ 5,645,850	2003
Jacquin	IRCC Renovation Buildings R, L & T	25,000 sf	\$ 3,654,900	2002
Jacquin	Smithsonian Marine Ecosystem Exhibit - Fort Pierce, FL	5,140 sf	\$ 822,200	2001
Jacquin	Sunrise Theatre Restoration - Fort Pierce, FL		\$ 547,650	2001



## Chris Singley Project Manager



**Education:**

Ft. Pierce Central High School  
Indian River Community College  
Building Construction Technology

**Summary of Qualifications:**

Chris has been involved with multiple school projects throughout his 19 years employed by St. Lucie and Martin County Schools. This experience includes conceptual and pre-design, design phase through warranty stage of many projects. This experience also included developing specifications for the Maintenance Department to be utilized on all school projects. Chris works closely with Architects, construction managers and other parties involved during all phases of construction.

**Professional Experience:**

Other Firms	19 years
Paul Jacquin & Sons	6 years



Company	Role	Recent Project Experience	Size	Value	Year Comp.
Jacquin	PM	Vet Clinic St. Lucie County	14000sf	\$ 2,024,324	2013
Jacquin	PM	Dan McCarty, Dale Cassens, St. Lucie Elem. Chiller Plants	n/a	\$ 2,236,600	2012
Jacquin	PM	Forest Grove Chiller Plants	n/a	\$ 899,900	2012
Jacquin	PM	FK Sweet Middle School	n/a	\$ 587,699.00	2013
Jacquin	PM	PSL Elks Lodge #2658	10,125 sf	\$ 655,000	2011
Jacquin	PM	MCSB Environmental Studies	17,500 sf	\$ 318,500	2011
Jacquin	PM	Bayshore Elementary School Phase II	76,127 sf	\$ 848,768	2011
Jacquin	PM	Warfield Elementary School - Phase III - Two Story Classroom	22,909 sf	\$ 3,717,028	2011
Jacquin	PM	Gazzara/Miranda's Bakery	4,198 sf	\$ 570,000	2011
Jacquin	PM	Bayshore Elementary HVAC Renovation - Port St. Lucie, FL	76,127 sf	\$ 3,310,976	2011
Jacquin	PM	Bayshore Elementary Roof Replacement - Port St. Lucie, FL	76,127 sf	\$ 783,373	2011
Jacquin	PM	New Horizons - Fort Pierce, FL	13,606 sf	\$ 3,394,770	2010
Jacquin	PM	Warfield Elementary A.M.S. Lab Building - Indiantown, FL	7,000 sf	\$ 2,094,412	2009
Jacquin	PM	Fort Pierce High School - Building 1	126,000 sf	\$ 19,323,716	2008
Other	PM	Port Salerno Elementary School Replacement - Port Salerno, FL	118,000 sf	-	2004
Other	PM	Jensen Beach High School - Jensen Beach, FL	323,000 sf	-	2004
Other	PM	Hobe Sound Elementary School Replacement - Hobe Sound, FL	121,000 sf	-	2003
Other	PM	Fort Pierce Central High School (multiple renovations) - Fort Pierce, FL	58,000 sf	-	2001
Other	Design	St. Lucie County Administration Complex - Fort Pierce, FL	135,000 sf	-	2001
Other	PM	J.D. Parker Elementary Replacement - Stuart, FL	121,000 sf	-	2000
Other	PM	Fairlawn Elementary School Replacement - Fort Pierce, FL	95,000 sf	-	2000
Other	PM	Northport Middle School Roof Replacement - Port St. Lucie, FL	93,000 sf	-	1999
Other	PM	Windmill Point Elementary Roof Replacement - Port St. Lucie, FL	76,127 sf	-	1999



## Jody Modine Superintendent



**Education:**

Okeechobee High School  
AGC Apprenticeship Program

**Summary of Qualifications:**

Jody is involved in all of his projects prior to construction start-up through project completion and during the warranty period. His project responsibilities include scheduling, managing all site quality and safety issues, subcontractor coordination and jobsite record keeping.

**Professional Experience:**

Paul Jacquin & Sons 29 years

Company	Role	Recent Project Experience	Size	Value	Year Comp.
Jacquin	Super	ST. Lucie Veterinary Hospital	14,000 sf	\$ 2,024,000.00	2013
Jacquin	Super	Helena Chemical	1,800 sf	\$ 59,890.00	2012
Jacquin	Super	Clerk of Court Reno. Floors 3 & 4	9,000 sf	\$ 1,980,000	2011
Jacquin	Super	Warfield Elementary 2 Story Classroom Building - Indiantown, FL	22,900 sf	\$ 3,717,028	2011
Jacquin	Super	New Horizons - Fort Pierce, FL	13,606 sf	\$ 3,394,770	2010
Jacquin	Super	Warfield Elementary A.M.S. Lab Building - Indiantown, FL	7,000 sf	\$ 1,591,225	2009
Jacquin	Super	Guettler Brothers Storage Building - Fort Pierce, FL	3,600 sf	\$ 186,129	2009
Jacquin	Super	Manatee Academy K-8 Classroom & Gym - Port St. Lucie, FL	91,309 sf	\$ 16,677,595	2007
Jacquin	Super	Harbor Federal Virginia Avenue - Fort Pierce, FL	11,909 sf	\$ 1,592,875	2006
Jacquin	Super	St. Anastasia Media Center - Fort Pierce, FL	17,000 sf	\$ 2,412,300	2006
Jacquin	Super	IRCC Chastain Center Building A - Stuart, FL	9,150 sf	\$ 1,364,950	2006
Jacquin	Super	SLC Public Schools Administration Build-Out - Fort Pierce, FL	135,000 sf	\$ 5,645,850	2003
Jacquin	Super	White City Medical Phases II & III - Fort Pierce, FL	12,000 sf	\$ 1,300,000	2003
Jacquin	Super	Garden City Elementary Cafeteria - Fort Pierce, FL	13,136 sf	\$ 1,292,610	2000
Jacquin	Super	First Presbyterian Church - Port St. Lucie, FL	18,500 sf	\$ 2,299,525	1998
Jacquin	Super	Holy Family Catholic Church - Port St. Lucie, FL	18,500 sf	\$ 2,299,527	1998
Jacquin	Super	St. Helen's Church Office - Vero Beach, FL	3,389 sf	\$ 280,551	1996
Jacquin	Super	Port St. Lucie Council on Aging - Port St. Lucie, FL	11,257 sf	\$ 642,213	1996
Jacquin	Super	IRCC Muller Center - Vero Beach, FL	7,800 sf	\$ 392,000	1996
Jacquin	Super	JD Parker Elementary Classroom Additions - Stuart, FL	28,500 sf	\$ 1,346,000	1995
Jacquin	Super	Arch Mirror South - Fort Pierce, FL	65,000 sf	-	1995
Jacquin	Super	Architectural Safety Glass - Fort Pierce, FL	90,000 sf	-	1995
Jacquin	Super	St. John of the Cross Church - Vero Beach, FL	12,000 sf	\$ 720,000	1991
Jacquin	Super	SLC Fire Station #11 - Fort Pierce, FL	5,336 sf	\$ 200,330	1987
Jacquin	Super	SLC Fire Station #9 - Fort Pierce, FL	5,336 sf	\$ 187,596	1985



## Chris Pallon Superintendent



**Education:**

Ft. Pierce Central High School  
AGC Apprenticeship

**Summary of Qualifications:**

Chris is involved in all of his projects prior to construction start-up through project completion. His project responsibilities include scheduling, managing all site quality and safety issues, subcontractor coordination and jobsite record keeping.

**Professional Experience:**

Other Firms	8 years
Paul Jacquin & Sons	24 years

Company	Role	Recent Project Experience	Size	Value	Year Comp.
Jacquin	Super	Dan McCarty, Dale Cassens Chiller Plants	n/a	\$ 2,236,600	2012
Jacquin	Super	SLC Lawnwood Kitchen Portables	2400sf	\$ 694,148	2012
Jacquin	Super	SLC MOA Science Lab Portables	n/a	\$ 336,256	2012
Jacquin	Super	PSL Elks Lodge # 2658	10,125 sf	\$ 655,000	2011
Jacquin	Super	Gazzara Retail- Miranda's Bakery	4200 sf	\$595.70	2011
Jacquin	Super	Bayshore Elementary Roof Replacement - Port St. Lucie, FL	76,127 sf	\$ 783,373	2011
Jacquin	Super	Bayshore Elementary HVAC Renovation - Port St. Lucie, FL	76,127 sf	\$ 3,310,976	2011
Jacquin	Super	Marine & Oceanography Academy at HBOI - Fort Pierce, FL	31,846 sf	\$ 2,539,450	2009
Jacquin	Super	SLC Public Schools Administration Storm Fay Clean-Up - Fort Pierce, FL	135,000 sf	\$ 2,591,067	2009
Jacquin	Super	Mount Olive Missionary Baptist Church Renovation - Fort Pierce, FL	n/a		2008
Jacquin	Super	Salvation Army Office and Family Store - Port St. Lucie, FL	17,575 sf	\$ 2,110,375	2008
Jacquin	Super	Unifirst Corp - Fort Pierce, FL	8,560 sf	\$ 1,155,000	2007
Jacquin	Super	Pan American Administration Building - Fort Pierce, FL	24,575 sf	\$ 1,678,000	2001
Jacquin	Super	Children's Environmental Learning Center - Port St. Lucie, FL	6,230 sf	\$ 679,800	2000
Jacquin	A. Super	Beachland Elementary School - Vero Beach, FL	30,000 sf	\$ 2,618,000	1994



## Office Staff

Nichole Kraum  
Construction Coordinator/Safety Officer



**Summary of Qualifications:**

Nichole works in the construction phase of each project. She does this by working closely with project managers, superintendents, suppliers and subcontractors to help ensure the process goes accordingly. Nichole is also our OSHA trained Safety Officer responsible for the safety of our workers on each jobsite.

**Active Certification:**

OSHA Certified Safety Officer

**Professional Experience:**

Other Firms	4 years
Paul Jacquin & Sons	5 years

Alyssa Modine  
Office Administrator



**Summary of Qualifications:**

Alyssa works in the background of most projects with Paul Jacquin & Sons. She is responsible for the input of all projects accounting information into the computer system. She is also responsible for Paul Jacquin & Sons, Inc. accounts payable, job costing, and payroll departments.

**Professional Experience:**

Other Firms	3 years
Paul Jacquin & Sons	13 years



## Office Staff

Jared Modine  
Estimator



**Summary of Qualifications:**

Jared works in the background of most every project with Paul Jacquin & Sons. He is responsible for bid and negotiated estimating from project inspection to proposal submission

**Professional Experience:**

Paul Jacquin & Sons 3 years

Jared has been with Jacquin & Sons since graduating college. He has done field work as well as having a daily supervisory role in the construction of the St. Lucie County School District's parent pick-up / bus loops at 6 schools.

**Active Certification:**

OSHA Certified – 30 hr.  
Certified General  
Contractors License

## Sub-Contractors

**Summary of Qualifications:**

- We have approx. 2500 qualified sub contractors
- Provides a greater coverage for competitive pricing
- Equals a lower project cost
- Subcontractor pre-qualification
- Organize the project into a series of Bid packages to maximize bidding and Scheduling efficiencies
- Advertising of bid packages
- Solicit bids from local subcontractors
- Minority and subcontractor workshops
- G.M.P. analysis and review with Owner and Architect

PJSI Credit References

Paul Jacquin & Sons, Inc.

1. East Coast Lumber  
308 Avenue A, Fort Pierce, FL 34950  
Contact –  
Tel. (772) 461-5950  
Fax (772) 461-5957  
Account No. 600178  
  
Cemex  
1001 Jupiter Park Dr, Ste 114, Jupiter, FL 33458  
Andy Tate – [andrewp.tate@cemex.com](mailto:andrewp.tate@cemex.com)  
Tel. (561) 745-5295  
Fax (561) 741-8213  
Account 3002866
2. Construction Materials, Inc.  
PO Box 11407, Birmingham, AL 35246-1374  
Contact –  
Tel. (334) 272-8200  
Fax (334) 396-7728  
Account No. 1879801
3. Apple Industrial  
PO Box 68, Fort Pierce, FL 34954  
Tel. (772) 466-3800  
Fax (772) 466-4025  
Account No. 16828
4. Whirlwind Steel Buildings, Inc.  
P.O. Box 75280, Houston, TX 77234  
Contact – Tiffany Hamm  
Tel. (800) 324-9992  
Fax (832) 553-4893  
Account No. 8784
5. Home Depot  
PO Box 9055, Des Moines, IA 50368  
Contact – Demi Wingate, Ext 65786  
Tel (888) 454-5016  
Fax (888) 965-8140  
Acct 6035 3225 0202 2522
6. Jones Lumber  
4500 Oak Circle, Boca Raton, FL 33431  
Tel (561) 391-3995  
Fax (561) 391-4002  
Acct 424

Bank References

PNC Bank  
5100 Turnpike Feed Rd, Ft Pierce, FL 34951  
Contact – Chris Manville  
Tel. (772) 466-3522  
Fax (772) 429-2576  
Account No. 1200623928

Center State Bank  
4150 Okeechobee Rd, Ste C, Ft Pierce, FL 34947  
Contact – Lori Wuchte  
Tel. (772) 460-2242  
Fax (772) 460-2332  
Account No. 20225728

Harbor Community Bank  
4009 Okeechobee Rd, Fort Pierce, FL 34947  
Contact – Nancy Aldridge  
Tel. (772) 489-3113  
Fax (772) 468-4626  
Account No. 1001681

Dated at Jacquin Office this 19th day of December, 2013.

Contractor:

Paul Jacquin & Sons, Inc.

By 

Michael Jacquin - President  
(Name & Title)

County of St Lucie

State of Florida

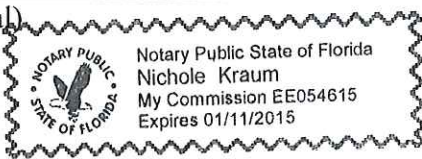
Michael Jacquin \_\_\_\_\_, being duly sworn, deposes and says that he is President of Paul Jacquin & Sons, Inc., and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 19th day of December, 2013.

  
Notary Public

My Commission Expires: 1/11/15

(Seal)



END OF SECTION

SECTION 011

NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER

STATE OF Florida

COUNTY OF St Lucie

Michael Jacquin, being first duly sworn, deposes and says:

That he/she is President/Officer  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Paul Jacquin & Sons, Inc.  
(Firm Name)

By: Michael Jacquin

Title: President

Subscribed and sworn to before me this 19th

day of December, 2013

Nichole Kraum  
Notary Public

My Commission expires: (Seal) 1/11/15



END OF SECTION

**SECTION 012**

**PUBLIC ENTITY CRIMES AFFIDAVIT**

SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid No.2014-002 for Heathcote Botanical Gardens.
2. This sworn statement is submitted by Michael Jacquin  
\_\_\_\_\_  
(name of entity submitting sworn statement)  
whose business address is Paul Jacquin & Sons, Inc.  
\_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1640441  
(If the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement: \_\_\_\_\_.)
3. My name is Michael Jacquin \_\_\_\_\_ my relationship to the entity  
(please print name of individual signing)  
named above is President \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.  
**(Please indicate which statement applies.)**

XXX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Michael Jacquin (Signature) President

Date: 12/19/13

STATE OF Florida

COUNTY OF St Lucie

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority,

Michael Jacquin who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 19 day of December, 2013.

NOTARY PUBLIC SEAL:



My commission expires: 1/11/15

**SECTION 013  
CERTIFICATION OF NONSEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

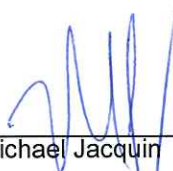
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: December 19th, 2013

Official Address  
(Including Zip Code):

7348 Commercial Circle

Fort Pierce, FL 34951

By:   
Michael Jacquin  
President  
(Title)

END OF SECTION

**SECTION 014**  
**TRENCH SAFETY ACT COMPLIANCE STATEMENT**

**BID NO. 2014-002**

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

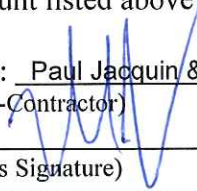
Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Two Thousand Five Hundred Dollars and Zero Cents \_\_\_\_\_ Dollars  
(Written)  
\$2,500.00 \_\_\_\_\_  
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Paul Jacquin & Sons, Inc.  
(Company-Contractor)  
By:   
(President's Signature)  
Michael Jacquin - President  
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in St Lucie County, Florida on the  
19th day of December, 2013.

Notary Public: \_\_\_\_\_ (affix seal)

My Commission Expires: 1/11/15



**END OF SECTION**

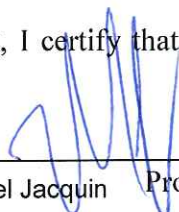
**SECTION 015**

**DRUG-FREE WORK PLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that  
Paul Jacquin & Sons, Inc. does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Michael Jacquin Proposer's Signature President

12/19/13

\_\_\_\_\_  
Date

**END OF SECTION**

**SECTION 020**

**FORT PIERCE, FLORIDA  
SEALED BID NO. 2014-002**

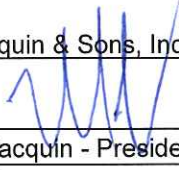
**PROJECT TITLE: HEATHCOTE BOTANICAL GARDENS – STORMWATER PROJECT**

**E-VERIFY**

Contract No.: 2014-002  
Financial Project No.: \_\_\_\_\_  
Federal No.: \_\_\_\_\_  
Project Description: Heathcote Botanical Gardens – Stormwater Project

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: Paul Jacquin & Sons, Inc.  
Authorized Signature:   
Title: Michael Jacquin - President  
Date: 12/19/13

**END OF SECTION**

**SECTION 016**

**BID NO 2014-002  
HEATHCOTE BOTANICAL GARDENS**

Item No	Description	Units	Quantity	Unit Price	Amount
	<b>Paving Grading and Drainage</b>				
10-1	Mobilization	LS	1	\$27,170.00	\$27,170.00
104-10-3	Sediment Barrier (Silt Fence Type III)	LF	5,500	\$0.88	\$4,840.00
104-11	Floating Turbidity Barrier	LF	60	\$9.90	\$594.00
104-15	Soil Tracking Prevention Device	EA	1	\$2,530.00	\$2,530.00
104-18	Inlet Protection System	EA	6	\$41.80	\$250.80
108-1A	Construction Layout/Record Drawings	LS	1	\$20,350.00	\$20,350.00
110-1-1	Clearing & Grubbing	LS	1	\$99,000.00	\$99,000.00
120-1	Regular Excavation	CY	75,883	\$3.08	\$233,719.64
120-6	Embankment	CY	18,835	\$2.20	\$41,437.00
160-4	Type "B" Stabilization	SY	1,096	\$5.50	\$6,028.00
285-701	Cemented Coquina LBR 100 (4")	SY	5,870	\$8.91	\$52,301.70
339-2	Miscellaneous Pavement Restoration	SY	20	\$220.00	\$4,400.00
400-2-8	Class II Concrete (3,400 PSI) (WEIR CAP)	CY	17	\$781.00	\$13,511.30
425-1-521	Inlets (DT BOT) (Type C) (<10')	EA	5	\$1,760.00	\$8,800.00
425-1-541	Inlets (DT BOT) (Type D) (<10')	EA	1	\$2,530.00	\$2,530.00
425-2-61	Manhole (P-8) (<10')	EA	2	\$2,970.00	\$5,940.00
425-2-62	Manhole (P-8) (<10')	EA	3	\$3,630.00	\$10,890.00
425-2-71	Manhole (J-7) (<10')	EA	1	\$3,960.00	\$3,960.00
425-2-91	Manhole (J-8) (<10')	EA	2	\$5,060.00	\$10,120.00
425-2-101	Manhole (J-7) (<10') (w/Storm Gate Valve)	EA	1	\$28,600.00	\$28,600.00
430-175-115	RCP Pipe Culvert (15" SS) (CLIII)	LF	382	\$29.70	\$11,345.40
430-175-118	RCP Pipe Culvert (18" SS) (CLIII)	LF	624	\$36.30	\$22,651.20
430-175-118A	CAP Pipe Culvert (18" SS) (12 Gauge)	LF	10	\$51.70	\$517.00
430-175-124	RCP Pipe Culvert (24" SS) (CLIII)	LF	34	\$50.60	\$1,720.40
430-175-136	RCP Pipe Culvert (36" SS) (CLIII)	LF	93	\$79.20	\$7,365.60
430-982-123	Mitered End Section (15") (4:1)	EA	2	\$836.00	\$1,672.00
430-982-123A	Mitered End Section (15") (4:1) (Multiple)	EA	4	\$1,980.00	\$7,920.00
430-982-125	Mitered End Section (18") (2:1)	EA	1	\$1,056.00	\$1,056.00
430-982-129	Mitered End Section (24") (2:1)	EA	1	\$1,402.50	\$1,402.50
430-982-138	Mitered End Section (36") (2:1)	EA	2	\$1,650.00	\$3,300.00
455-133-3	Steel Sheet Piling	SF	2,660	\$33.00	\$87,780.00
470-1	Treated Timber Structure (12Ft Wide, 164 Ft Long, H10-Loading)	EA	1	\$138,600.00	\$138,600.00
470-2	Treated Timber Structure (12Ft Wide, 81 Ft Long, H10-Loading)	EA	1	\$74,800.00	\$74,800.00
520-2-3	Concrete Curb Stop	EA	26	\$44.42	\$1,154.87
520-2-5	Concrete Curb (Flush)	LF	430	\$11.55	\$4,966.50
522-2	Sidewalk Concrete, 6" Thick (3000PSI, Fiber Reinforced)	SY	566	\$34.10	\$19,300.60
526-1-3	Pervious Pavers	SY	1,096	\$76.73	\$84,090.60
530-3-4	RIP RAP, Rubble (F&I) (Ditch Lining W/Bedding Stone)	TN	4,465	\$71.50	\$319,247.50
550-10-222	Fence, Type B, (6' W/Top Rail Vinyl Coating Black)	LF	68	\$30.83	\$2,096.64
550-60-223	Fence Gate (Double Swing) (15' Total Opening)	EA	2	\$1,039.50	\$2,079.00
				SUB-TOTAL =	\$1,370,038.25

**SECTION 016**

**BID NO 2014-002  
HEATHCOTE BOTANICAL GARDENS**

<b>Item No</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Amount</b>
	<b>LANDSCAPE</b>				
162-1-13	Prepared Soil Mixture	CY	255	\$55.00	\$14,025.00
570-1-2	Performance Turf (Sod) (Bahia)	SY	30,000	\$1.75	\$52,470.00
570-1-2A	Performance Turf (Hydro See) (Bahia)	SY	30,000	\$0.88	\$26,400.00
580-1-1A	Spatterdock (BR)	EA	6,050	\$1.60	\$9,649.75
580-1-1B	White Water Lily (BR)	EA	6,050	\$1.60	\$9,649.75
580-1-1C	Arrowhead (BR)	EA	3,080	\$0.54	\$1,660.12
580-1-1D	Duck Potato (BR)	EA	1,980	\$0.54	\$1,067.22
580-1-1E	Maidencane (BR)	EA	1,980	\$0.54	\$1,067.22
580-1-1F	Pickernelweed (BE)	EA	3,080	\$0.54	\$1,660.12
580-1-1G	Sawgrass (1 GAL)	EA	1,750	\$3.30	\$5,775.00
580-1-1H	Cordgrass (Liner)	EA	8,715	\$0.66	\$5,751.90
580-1-1I	Fakahatchee Grass (1 GAL)	EA	3,850	\$3.30	\$12,705.00
580-1-1J	Beauty Berry (3 GAL)	EA	290	\$7.70	\$2,233.00
580-1-1K	Swamp Mallow (3 GAL)	EA	290	\$8.80	\$2,552.00
580-1-2A	Red Maple (100 GAL, 14'-15' HT., 7'-8' SPR.) (Single) (3" CAL.)	EA	8	\$275.00	\$2,200.00
580-1-2B	Sugar Hackberry (45 GAL, 12'-14' HT.) (3" CAL)	EA	3	\$220.00	\$660.00
580-1-2C	Southern Magnolia (100 GAL, 12'-13' HT., 7'-8' SPR.) (3.5" CAL)	EA	11	\$385.00	\$4,235.00
580-1-2D	Southern Red Cedar (30 GAL, 7'-8' HT, 4' SPR) (3" CAL)	EA	22	\$181.50	\$3,993.00
580-1-2E	Swamp Tupelo (15 GAL, 7'-8' HT, 4'-5' SPR) (3.5"-4" CAL)	EA	7	\$93.50	\$654.50
580-1-2F	Bald Cypress (65 GAL, 11'-12' HT. x 5'-6' SPR) (Single) (3.5"-4" CAL)	EA	89	\$247.50	\$22,027.50
580-1-2G	Pond Cypress (66 GAL, 11'-12' HT. x 5'-6' SPR) (Single) (3.5"-4" CAL)	EA	27	\$247.50	\$6,682.50
580-1-2H	Sabal Palmetto/Cabbage Palmetto (12'CT, Booted)	EA	16	\$148.50	\$2,376.00
580-1-2I	Sabal Palmetto/Cabbage Palmetto (8'CT, Booted)	EA	16	\$148.50	\$2,376.00
580-1-2J	Quercus Virginiana/Southern Live Oak (14' O.A.H., 7" SPR)	EA	16	\$302.50	\$4,840.00
580-1-3	Floating Aquatic Plant System (With Plant Material) (3,520 SF)	EA	12	\$23,232.00	\$278,784.00
580-1-4	Mulch (Florimulch) (4" Depth)	CY	275	\$46.20	\$12,705.00
				SUB-TOTAL =	\$488,199.58
	<b>UTILITIES</b>				
1050-11-224	Utility Pipe (16" PVC) (Water) (C905, DR18)	LF	710	\$90.20	\$64,042.00
1050-11-324	Utility Pipe (Fusible 20" PE 3408)	LF	235	\$225.50	\$52,992.50
1050-11-325	Utility Pipe (Fusible 20" PVC) (C905, DR21)	LF	235	\$0.00	\$0.00
1055-11-414A	Utility Fixture (16" DI) (90 Bend)	EA	3	\$1,595.00	\$4,785.00
1055-11-414B	Utility Fixture (16" DI) (45 Bend)	EA	2	\$1,551.00	\$3,102.00
1055-11-414C	Utility Fixture (16" DI) (22.5 Bend)	EA	1	\$1,534.50	\$1,534.50
1055-11-435	Utility Fixture (16" x 20" DI Reducer)	EA	2	\$1,776.50	\$3,553.00
1055-11-454	Utility Fixture (16" DI) (CAP)	EA	2	\$715.00	\$1,430.00
1080-11-11	Utility Fixture (1" Water Meter and Service Connection)	EA	1	\$1,348.60	\$1,348.60
1080-11-43	gate valve)	EA	2	\$17,820.00	\$35,640.00
1080-11-44	Utility Fixture (Isolation Gage Valve and Vault Assembly)	EA	2	\$20,350.00	\$40,700.00
1080-11-47	Utility Fixture (16" Linestop)	EA	2	\$10,560.00	\$21,120.00
1080-11-416	Utility Fixture (Sample Point)	EA	2	\$1,086.80	\$2,173.60
1100A	Alum Treatment Plant and Appurtenances	LS	1	\$244,484.90	\$244,484.90
				SUB-TOTAL =	\$476,906.10

**SECTION 016**

**BID NO 2014-002  
HEATHCOTE BOTANICAL GARDENS**

<b>Item No</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Amount</b>
<b>SIGNING AND MARKING</b>					
700-1-11	Sign, Single Post (F&I) (Less than 12SF)	EA	2	\$247.50	\$495.00
700-1-51	Sign, Single Post (Relocate) (Less than 12SF)	EA	2	\$82.50	\$165.00
711-11-111	Thermoplastic Solid Traffic Strip (6" White)	LF	595	\$0.88	\$523.60
711-11-125	Thermoplastic Solid Traffic Strip (24" White)	LF	12	\$4.57	\$54.78
711-11-460	Thermoplastic Solid Traffic Strip (6" Blue)	LF	57	\$3.30	\$188.10
711-14-160	Thermoplastic Pavement Message	EA	1	\$165.00	\$165.00
				SUB-TOTAL =	\$1,591.48
<b>ALTERNATE BID ITEMS</b>					
120-7A	Off-Site Soil Hauling Coordination and Stabilization	LS	1	\$366,080.00	\$366,080.00
120-BA	Contractor Soil Removal/Disposal	LS	1	\$253,000.00	\$253,000.00
1100B	Stormwater Recirculation Pump	LS	1	\$84,667.00	\$84,667.00
580-1-31	Floating Aquatic Plant System Maintenance (5 Year Duration)	LS	1	\$464,640.00	\$464,640.00
				SUB-TOTAL =	\$1,168,387.00
SUBTOTAL PAVING, GRADING AND DRAINAGE				\$1,370,038.25	
SUBTOTAL LANDSCAPE				\$488,199.58	
SUBTOTAL UTILITIES				\$476,906.10	
SUBTOTAL SIGNING AND MARKING				\$1,591.48	
SUBTOTAL ALTERNATIVE BID ITEMS				TO BE DETERMINED BY CITY	
PROJECT GRAND TOTAL (WITHOUT SELECTED ALTERNATE BID ITEMS)				\$2,336,735.41	

**SECTION 016****BID NO. 2014-002  
HEATHCOTE BOTANICAL GARDENS**

110-1-1	Cost to include, but not limited to, removal of existing utility lines and structures identified or required to be removed and disposed of to accommodate the proposed improvements.
339-2	Cost to include, but not limited to, all labor and material associated with restoring asphaltic pavement.
400-2-8	Cost to include, but not limited to reinforcing steel
425-2-101	Cost to include, but not limited to, all material and labor associated with Storm Gate and Vault
455-133-3	Cost to include, but not limited to, all material and labor associated with Baffle Installation
470-1 470-2	Cost to include, but not limited to, all material and labor associated with designing and constructing a timber Pedestrian Bridge
520-2-3	Cost to include, but not limited to, all material and Labor associated with installation.
526-1-3	Cost to include, but not limited to, all material and labor associated with installation of paver system including excavation, Geogrid, Geotextile, Stone aggregates and pavers.
530-3-4	Cost to include, but not limited to, all material and labor associated with installation including excavation, Filter Fabric, Rubble Rip-Rap, Bedding and Key Stone.
550-10-222	Cost to include vinyl coated top rail.
550-60-223	Cost to include, but not limited to, reflective signage.
570-1-2	Cost to include sod, fertilizer, mowing, water and all incidental item necessary.
580-1-3	Cost to include, but not limited to, all material and labor associated floating island installation, anchoring, coordination and littoral planting installation
1050-11-224	Cost to include but not limited to, all material and labor associated installation including excavation, backfilling, pigging, pressure testing, disinfection testing, pipe restraints, glands, bolts, etc.
1050-11-324	Cost to include, but not limited to, all material and labor associated installation including all services, equipment, material and labor for the complete and proper installation, testing, restoration, signage and environmental protection.
1080-14-42	Cost to include, but not limited to, all labor, material, and costs associated with relocating the existing back flow assembly.

# SECTION 017

FORT PIERCE, FLORIDA

PROJECT TITLE: HEATHCOTE BOTANICAL GARDENS STORMWATER PROJECT  
BID NO. 2014-002

## SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

# SECTION 018

**FORT PIERCE, FLORIDA  
SEALED BID NO. 2014-002**

**PROJECT TITLE: HEATHCOTE BOTANICAL GARDENS – STORMWATER PROJECT**

## CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Paul Jacquin & Sons, Inc.

Corporate Title: \_\_\_\_\_

Address: 7348 Commercial Circle

Fort Pierce, FL 34951

(Zip Code)

By: Michael Jacquin President  
(Print name) (Print Title)

\_\_\_\_\_  
(Authorized Signature)

Telephone: (772) 465-2475

Fax: (772) 466-2806

State License # CGC060473 (ATTACH COPY)

County License # 18463 (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: General Contractor

Unlimited Yes (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

JACQUIN, MICHAEL EDWARD  
PAUL JACQUIN & SONS INC  
POST OFFICE BOX 4343  
FORT PIERCE FL 34948-4343

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA AC# 6160235  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CGC060473 06/12/12 110426791

CERTIFIED GENERAL CONTRACTOR  
JACQUIN, MICHAEL EDWARD  
PAUL JACQUIN & SONS INC

IS CERTIFIED under the provisions of Ch.489 FS  
Expiration date: AUG 31, 2014 L12061200839

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6160235

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12061200839

DATE	BATCH NUMBER	LICENSE NBR
06/12/2012	110426791	CGC060473

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

JACQUIN, MICHAEL EDWARD  
PAUL JACQUIN & SONS INC  
POST OFFICE BOX 4343  
FORT PIERCE FL 34948-4343

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

# SECTION 019

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

SEALED BID NO. 2014-002

PROJECT TITLE: HEATHCOTE BOTANICAL GARDENS – STORMWATER PROJECT

## LIST OF REFERENCES

OWNER'S NAME/ ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
--------------------------	---------	-------------------	---------------------

Please see attached pages

Name: MCSD-Warfield MAS  
Contact: Rob Phillips  
Phone: 772.223.3105  
Address: 1050 SE 10<sup>TH</sup> ST, Stuart FL. 34994  
Date of work: July 2009  
Contract Amount: \$1,591,225

Name: SLC Schools-Manatee  
Contact: John Gillette  
Phone: 772.340.7111  
Address: 327 NW Commerce Park Dr., PSL FL. 34986  
Date of Work: March 2008  
Contract Amount: \$16,677,595

Name: City of PSL –Botanical Gardens  
Contact: Brad Keen  
Address: 121 SW PSL Blvd. ,PSL FL. 34951  
Phone: 772.344.4005  
Date of Work: March 2010  
Contract Amount: \$ 2,746,720

Name: Gazzara Retail-Miranda's Bakery  
Contact: Cecilia Gazzara  
Address: 6990 12<sup>th</sup> St. Vero Beach, FL. 32966  
Phone: 772.633.1576  
Date of Work: Sept. 2011  
Contract Amount: \$603,569.39

Name: SLC- EOC  
Contact: Jack Southard  
Address: 15305 W Midway Rd. Ft. Pierce, FL. 34951  
Phone: 772.462.1736  
Date of Work: April 2009  
Contract Amount: \$8,610,199

Name: New Horizon's- Children's Center  
Contact: John Romano  
Address: 4500 W. Midway Rd. Ft. Pierce, FL. 34981  
Phone: 772.672.8408  
Date of Work: July 2010  
Contract Amount: \$3,394,770

Name: IRSC- FSU College of Medicine  
Contact: Allen Bottoroff  
Address: 3209 Virginia Ave. Ft. Pierce, FL. 34981  
Phone: 772.794.2929  
Date of Work: May 2008  
Contract Amount: \$3,877,859

Name: SLC Schools-Ft. Pierce Central  
Contact: Joe Piper  
Phone: 772.785.6619  
Address: 327 NW Commerce Park Dr. PSL FL. 34986  
Date of Work: June 2008  
Contract Amount: \$19,323,716

Name: MCSD-Warfield 2 Story Classroom  
Contact: Rob Phillips  
Phone: 772.223.3105  
Address: 1050 SE 10<sup>th</sup> St. Stuart FL. 34994  
Date of Work: May 2011  
Contract Amount: \$3,717,000

Name: St. Lucie County Fire District-Station 3  
Contact: Deputy Chief Buddy Emerson  
Address: 5160 NW Milner Dr., PSL FL. 34983  
Phone: 772.621.3322  
Date of Work: March 2010  
Contract Amount: \$1,209,377

Name: SLC Admin- Faye Reconstruction  
Contact: John Gillette  
Phone: 772.340.7111  
Address: 327 NW Commerce Park Dr. PSL FL. 34986  
Date of Work: January, 2009  
Contract Amount: \$3,008,137

Name: SLCSB-MOA  
Contact: John Gillette  
Phone: 772.340.7111  
Address: 327 NW Commerce Park Dr. PSL FL. 34986  
Date of Work: August 2010  
Contract Amount: \$2,328,840

Name: Digital Domain Studio  
Contact: City of PSL  
Address: 121 PSL Blvd.  
Phone: 772.871.5225  
Date of Work: December 2011  
Contract Amount: \$25,500,000

Name: Clerk of Courts Reno. Of Floors 3 & 4  
Contact: Greg White  
Address: 2300 Virginia Ave. Ft. Pierce FL.34981  
Phone: 772.462.1249  
Date of Work: December 2011  
Contract Amount: \$1,980,000

Name: PSL Elks Lodge # 2698  
Contact: Ralph Annunziata  
Address: Port St. Lucie, FL.  
Phone: 772.418.6399  
Date of Work: December 2011  
Contract Amount: \$ 570,639

November 27, 2013

Paul Jacquin & Sons, Inc.



**CITY OF FORT PIERCE**

**UNIT PRICE CONSTRUCTION CONTRACT FOR HEATHCOTE BOTANICAL PARK AND GARDENS**

**BID NO. 2014-002**

**ADDENDUM NO. 1**

The purpose of this addendum is to clarify the date for the Mandatory Pre-Bid Conference and to provide responses to questions submitted by potential bidders for clarification of the bid as follows:

➤ **Mandatory Pre-Bid Conference** will be held at **10:00 A.M., Thursday, December 5, 2013;** please disregard the date listed on page 7 of the Invitation to Bid documents.\

➤ **Questions/Answers:**

**Question 1: What is the time to complete?**

**Answer:** Construction time shall be 10 months.

**Question 2: What are the liquidated damages?**

**Answer:** The liquidated damages shall be \$250.00/calendar day.

**Question 3: What is the budget?**

**Answer:** The proposed budget is \$2,000,000.

**Question 4: Who is the density testing firm?**

**Answer:** The density testing firm will be Dunkelberger Engineering and Testing Inc.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_

Manual

Signature: Michael Jacquin \_\_\_\_\_

Typed or Printed

Company Name: Paul Jacquin & Sons, Inc. \_\_\_\_\_

Address: 7348 Commercial Circle, Fort Pierce, FL 34951 \_\_\_\_\_

Date: 11/27/13 \_\_\_\_\_

/gc

December 5, 2013

Paul Jacquin & Sons, Inc.



CITY OF FORT PIERCE

UNIT PRICE CONSTRUCTION CONTRACT FOR HEATHCOTE BOTANICAL  
PARK AND GARDENS

BID NO. 2014-002

ADDENDUM NO. 2

The purpose of this addendum is to change the Bid Opening date from 3:00 PM, Tuesday, December 12, 2013 to:

3:00 PM, THURSDAY, DECEMBER 19, 2013

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_  
Manual

Signature: Michael Jacquin  
Typed or Printed

Company Name: Paul Jacquin & Sons, Inc.

Address: 7348 Commercial Circle, Fort Pierce, FL 34951

Date: 12/5/13

/jg

December 13, 2013

Paul Jacquin & Sons, Inc.



**CITY OF FORT PIERCE**

**UNIT PRICE CONSTRUCTION CONTRACT FOR HEATHCOTE BOTANICAL PARK AND GARDENS**

**BID NO. 2014-002**

**ADDENDUM NO. 3**

The purpose of this addendum is to provide clarification for the bid specifications, for the in-ground specifications, provide responses to questions submitted by potential bidders and to provide a revised Bid Form. The following are attached:

- **Geotechnical Engineer's preliminary report for the characterization of in-ground soils for the project site**
- **Responses to contractor questions received and answered by the project engineer**
- **REVISED Bid Form**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: \_\_\_\_\_

*(Handwritten signature)*  
Manual

Signature: Michael Jacquin

Typed or Printed

Company Name: Paul Jacquin & Sons, Inc.

Address: 7348 Commercial Circle, Fort Pierce, FL 34951

Date: 12/13/13

/gc

**City Commission Regular Meeting**

**Agenda Item # 12. a.**

**Meeting Date:** 02/18/2014

**Re:** FPUA Rate Adjustments

**Submitted For:** Linda Cox, City Clerk, City Clerk

---

**SUBJECT:**

Approval of FPUA Resolutions No. UA 2014-03 and 2014-04, which provide for a reduction in the electric energy rate of \$1 per 1,000 kWh and a 3.7% increase in the water customer and volume charges, which were approved by the FPUA Board on February 4, 2014 contingent upon the City Commission approving both of these Resolutions.

**SUMMARY:**

Fort Pierce Utilities Authority requests approval of Resolutions No. UA 2014-03 and 2014-04, which provide for a reduction in the electric energy rate of \$1 per 1,000 kWh and a 3.7% increase in the water customer and volume charges, which were approved by the FPUA Board on February 4, 2014 contingent upon the City Commission approving both of these Resolutions. In light of the relationship between these Resolutions, if either of these Resolutions are not approved by the City Commission, neither of the Resolutions shall be effective.

**RECOMMENDATION:**

Approve FPUA Resolutions No. UA 2014-03 and UA 2014-04 by a four-fifths (4/5) majority vote.

**ALTERNATIVES:**

Disapprove FPUA Resolutions No. UA 2014-03 and UA 2014-04 by a four-fifths (4/5) majority vote. If a four-fifths (4/5) majority vote of the city commission does not disapprove of the proposed rate changes within thirty (30) days of the date of submission of said change or changes in the formula to the city commission, the rates or the formulas by which the rates are determined shall be deemed approved and shall become effective.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk on behalf of William Thiess, FPUA

**COORDINATED WITH:**

William G. Thiess, FPUA Director of Utilities

---

**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

Fiscal Impact will be discussed in a presentation by William Thiess, FPUA Director of Utilities and Nina Hurtubise, FPUA Director of Finance.

---

**Attachments**

- FPUA Cover Memo
  - UA Res 2014-03 Electric Rates
  - UA Res 2014-04 Water Rates
  - Rate Adjustment
- 

**Form Review**


<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Robert Bradshaw	02/06/2014 02:39 PM
Form Started By: Linda Cox		Started On: 02/06/2014 12:18 PM
Final Approval Date: 02/06/2014		




**Department of Finance**  
*"Committed to Quality"*

**MEMORANDUM**

TO: Fort Pierce City Commission

FROM: Nina B. Hurtubise, CPA   
FPUA Director of Finance

THROUGH: William G. Thiess, P.E.   
FPUA Director of Utilities

DATE: February 5, 2014

SUBJECT: Agenda Request for February 18, 2014 City Commission Meeting  
FPUA Rate Adjustments

In accordance with the provisions of the City of Fort Pierce Charter, Article XII, Section 176 (6), I am forwarding for consideration by the City Commission during the February 18, 2014 City Commission meeting, the following:

Request approval of Resolutions No. UA 2014-03 and 2014-04, which provide for a reduction in the electric energy rate of \$1 per 1,000 kWh and a 3.7% increase in the water customer and volume charges, which were approved by the FPUA Board on February 4, 2014 contingent upon the City Commission approving both of these Resolutions. In light of the relationship between these Resolutions, if either of these Resolutions are not approved by the City Commission, neither of the Resolutions shall be effective.

If you have any questions or are in need of additional information, please feel free to contact me.

cc: City Manager  
City Clerk

## RESOLUTION NO. UA 2014-03

A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES FOR ELECTRIC SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. U.A. 2013-01, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A REDUCTION IN THE ENERGY RATE OF \$1 PER 1,000 kWh; ADDING RATE SCHEDULES FOR ECONOMIC DEVELOPMENT ELECTRIC SERVICE AND LED STREETLIGHTS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

**WHEREAS**, Fort Pierce Utilities Authority was created and established by the City Commission of the City of Fort Pierce, Florida, through a referendum election held in said City on May 30, 1972; and

**WHEREAS**, the Charter of the City of Fort Pierce, Florida, Article XII, grants to said Fort Pierce Utilities Authority the power and duty to fix rates to be charged for gas, electricity, water and wastewater (sanitary sewer), and other utility services sold and services rendered by said Fort Pierce Utilities Authority;

**Now, therefore, be it resolved by Fort Pierce Utilities Authority, Fort Pierce, Florida:**

**SECTION I:** The rates for Electric Service furnished from the Fort Pierce Utilities Authority electrical distribution system shall be in accordance with the tariff sheets attached to this Resolution, which shall be submitted to the Public Service Commission.

**SECTION II:** Upon adoption of this Resolution and approval thereof by the City Commission of the City of Fort Pierce, Florida, the provisions of Section 1 of this Resolution shall be established as an order of Fort Pierce Utilities Authority and all Resolutions of Fort Pierce Utilities Authority inconsistent with this Resolution are hereby repealed.

**SECTION III: ANNUAL INDEXING PROVISION:** In order to ensure that FPUA utility rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the electric system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years.


Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the electric system, such adjustment shall not carry forward to future years. The price index shall not be applied to the base power cost.

**SECTION IV: OTHER RESOLUTIONS** - All sections of resolutions pertaining to Fort Pierce Utilities Authority that have not been deleted or superseded up to and including the changes incorporated herein shall remain in effect.

**SECTION V:** This Resolution and all rate changes referred to therein shall take effect the first billing cycle of the next billing month after the FPUA Board adopts Resolution Nos. UA 2014-04, 2014-05 and 2014-06, and the City Commission of the City of Fort Pierce, Florida approves such resolutions, if required.

This 4<sup>th</sup> day of February, 2014 A.D.

ATTEST:

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Chairman

Approved as to form and correctness:

  
\_\_\_\_\_  
Fort Pierce Utilities Authority Attorney

**INDEX OF ELECTRIC SERVICE RATE SCHEDULES**

<u>Designation</u>	<u>Description</u>	<u>Numbers</u>
RS	Residential Electric Service .....	8.0 - 8.1
GS	General Service - Non Demand Electric Service .....	9.0 - 9.2
GSD	General Service - Demand Electric Service .....	10.0 - 10.2
GSLD	General Service - Large Demand Electric Service .....	11.0 - 11.2
ED	Economic Development Electric Service .....	11.5 - 11.7
OS	Traffic Signal Electric Service .....	12.0 - 12.1
WC	Wireless Camera Electric Service.....	13.0 - 13.1
OL	Outdoor Security Lighting Electric Service.....	14.0 - 14.3
RV	Master-Metered Recreational Vehicle Parks.....	15.0 - 15.1
SL	Public Street and Highway Lighting Electric Service .....	16.0 - 16.2
TAC	Tax Adjustment Clause .....	17.0
PCA	Power Cost Adjustment Clause.....	18.0 - 18.3
NM	Net Metering Service .....	19.0 - 19.2

ISSUED BY: Director of Finance

EFFECTIVE: May 1, 2011

RS

**RATE SCHEDULE RS**  
**RESIDENTIAL ELECTRIC SERVICE RATE SCHEDULE**

The Fort Pierce Utilities Authority shall charge and collect for residential electric service on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

**AVAILABILITY:**

This schedule is available throughout the entire territory served by the Fort Pierce Utilities Authority.

**APPLICATION:**

This schedule is applicable to all electric service used exclusively for domestic purposes to individually metered single-family dwelling units; to individually metered dwelling units in duplexes, apartments, and condominiums; and to farms occupied as the residences of the customers. This rate is not applicable to residential dwellings used for business purposes or licensed boarding or rooming houses if served by a single meter. This rate is not available to separately metered barns, workshops, or other similarly detached structures, which are associated with a primary residential dwelling, if the structure is not used for business purposes.

**CHARACTER OF SERVICE:**

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. At the option of the Fort Pierce Utilities Authority, three phase service will be provided when individual motors rated at 5.0 horsepower or larger are connected. All residential service required on the premises by the customer will be supplied through one meter. Standby, auxiliary, or resale service is not permitted hereunder.

**MONTHLY RATE:**

Customer Charge (Active and Inactive Meters):

Single Phase or Three Phase Service..... \$6.01

Energy Charge:

0 – 750 kWh ..... 10.822¢

750 and above kWh ..... 11.864¢

(Continued on Sheet No. 8.1)

ISSUED BY: Director of Finance

EFFECTIVE: April 1, 2014

(Continued from Sheet No. 8.0)

**Power Cost Adjustment:**

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

**Minimum Charge:**

The monthly minimum charge shall be the "Customer Charge."

**Tax Adjustment:**

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

**TERMS OF PAYMENT:**

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

**GS**

**RATE SCHEDULE GS**  
**GENERAL SERVICE NON-DEMAND ELECTRIC SERVICE RATE SCHEDULE**

The Fort Pierce Utilities Authority shall charge and collect for general service electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

**AVAILABILITY:**

This schedule is available throughout the entire territory served by the Fort Pierce Utilities Authority.

**APPLICATION:**

This schedule is applicable to all electric service required for lighting, power, and any other purpose with a maximum monthly demand of 20 kW or less and for which no other specific rate schedule is applicable.

**CHARACTER OF SERVICE:**

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. At the option of the Fort Pierce Utilities Authority, three phase service will be provided when individual motors rated at 3 horsepower or larger are connected. All service required on the premises by the customer will be furnished through one meter. Standby, auxiliary, or resale service is not permitted hereunder.

**MONTHLY RATE:**

Customer Charge (Active and Inactive Meters):

Single Phase Service.....	\$ 5.84
Three Phase Service .....	12.92

Energy Charge:

All kWh @.....	11.906¢
----------------	---------

(Continued on Sheet No. 9.1)

ISSUED BY: Director of Finance

EFFECTIVE: April 1, 2014

(Continued from Sheet No. 9.0)

**Power Cost Adjustment:**

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

**Minimum Charge:**

The monthly minimum charge shall be the "Customer Charge."

**Tax Adjustment:**

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

**TERMS OF PAYMENT:**

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

**GSD**

**RATE SCHEDULE GSD**  
**GENERAL SERVICE-DEMAND ELECTRIC SERVICE RATE SCHEDULE**

The Fort Pierce Utilities Authority shall charge and collect for general service demand electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

**AVAILABILITY:**

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

**APPLICATION:**

This schedule is applicable to all electric service required for lighting, power, and any other purpose once a monthly demand reaches 21 kW or greater, and for which no other specific rate schedule is applicable. Once a monthly demand in excess of 21 kW or greater has been reached, the electric service shall remain on this rate for a minimum of twelve (12) months.

**CHARACTER OF SERVICE:**

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. Standby, auxiliary, or resale service is not permitted under this rate schedule.

**MONTHLY RATE:**

Customer Charge (Active and Inactive Meters):..... \$39.30  
Demand Charge:  
    All kW of billing demand per month @ ..... \$6.77  
Energy Charge:  
    All kWh per month @ ..... 8.746¢

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 10.1)

ISSUED BY: Director of Finance

EFFECTIVE: April 1, 2014

(Continued from Sheet No. 10.0)

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge" plus the "Demand Charge."

Determination of Billing Demand:

The demand to be used for billing purposes shall be the maximum fifteen (15) minute integrated demand occurring during the billing period as indicated to the nearest whole kW by a meter installed to measure demand adjusted for power factor, if applicable, but in no event shall the billing demand for any monthly bill be less than 21 kW.

High Load Factor Conservation Credit:

To any demand customer served under the GSD tariff which had a billable demand level which exceeded 40 kW, and whose load factor averaged sixty-five percent (65%) or higher during six of the previous twelve monthly billing periods. The account must be a current paying customer for the previous twelve months.

For any billing period for which a demand customer's load factor shall be 60 percent or higher, a high load factor conservation credit will be applied to the customer's bill as shown below.

<u>Load Factor</u>	<u>Monthly Conservation Credit</u>
60 to 64 percent	\$ .50 per kW demand charge
65 to 69 percent	\$1.00 per kW demand charge
70 to 74 percent	\$1.50 per kW demand charge
75 percent & higher	\$2.00 per kW demand charge

The customer's load factor (LF) for any billing period shall be determined by the following formula:

$$LF = ME / (MPD * DBP * 24)$$

Where: ME is metered energy in kWh for the billing period.  
MPD is metered peak demand in kW for the billing period.  
DBP is the number of days in the billing period.

The load factor as determined by the above formula will be expressed as a whole percent amount with fractional amounts being disregarded.

Continued on Sheet No. 10.2)

ISSUED BY: Director of Corporate Services

EFFECTIVE: January 1, 2007

(Continued from Sheet No. 10.1)

**Power Factor Adjustment:**

The Fort Pierce Utilities Authority may, at its option, install metering equipment to allow the determination of reactive components of power utilized by the customer. The customer's utilization of equipment shall not result in a power factor at the point of delivery of less than 92% lagging at the time of maximum demand. Should the power factor be less than 92% lagging during any month, the Fort Pierce Utilities Authority may adjust the readings taken to determine the demand by multiplying the kW obtained through such readings by 92% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining the billing demand.

The Fort Pierce Utilities Authority reserves the right, at its option, to utilize kVA meters, RkVA meters, and/or other appropriate meters in those metering installations where the customer's power factor is believed to be unsatisfactory on a continuous basis according to Fort Pierce Utilities Authority standards. If such meters are installed, the billing demand in kW may be computed from such instruments.

**Primary Service Discount:**

For service provided and metered at 13.2 kV and higher where the Fort Pierce Utilities Authority has such service available in the immediate area of the load and where the customer owns, operates and maintains the necessary transformation and distribution facilities located on the load side of the primary meter, the foregoing demand charges shall be subject to a discount of thirty-five cents (\$0.35) per kW of billing demand.

**Tax Adjustment:**

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

**TERMS OF PAYMENT:**

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ISSUED BY: Director of Finance

EFFECTIVE: January 1, 2007

**GSLD**

**RATE SCHEDULE GSLD  
GENERAL SERVICE LARGE DEMAND  
ELECTRIC SERVICE RATE SCHEDULE**

The Fort Pierce Utilities Authority shall charge and collect for general service large demand high load factor electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

**AVAILABILITY:**

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

**APPLICATION:**

This schedule is applicable to all electric service required for lighting, power, and any other purpose to any customer contracting for not less than 500 kilowatts (kW), with a monthly load factor of not less than seventy percent (70%).

**CHARACTER OF SERVICE:**

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. Standby, auxiliary, or resale service is not permitted under this rate schedule.

**MONTHLY RATE:**

Customer Charge (Active and Inactive Meters):..... \$39.30

Demand Charge:

All kW of billing demand per month @ ..... \$13.13

Energy Charge:

All kWh per month @ ..... 7.953¢

(Continued on Sheet No. 11.1)

ISSUED BY: Director of Finance

EFFECTIVE: April 1, 2014

**Power Cost Adjustment:**

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

**Minimum Charge:**

The monthly minimum charge shall be the "Customer Charge" plus the "Demand Charge," but in any event no less than \$6,604.30.

**Determination of Billing Demand:**

The demand to be used for billing purposes shall be the maximum fifteen (15) minute integrated demand occurring during the billing period as indicated to the nearest whole kW by a meter installed to measure demand adjusted for power factor, if applicable, but in no event shall billing demand for any month be less than 500 kW, or the contract demand (if applicable), whichever is greater.

**High Load Factor Conservation Credit:**

To any customer served under the GSLD tariff contracting for not less than 500 kW, with a load factor of not less than seventy percent (70%) during six of the previous twelve monthly billing periods. The account must be a current paying customer for the previous twelve months, and no other credits can apply.

For any billing period for which a large demand customer's load factor shall be 70 percent or higher, a high load factor conservation credit will be applied to the customer's bill as shown below.

<u>Load Factor</u>	<u>Monthly Conservation Credit</u>
70 to 74 percent	\$1.50 per kW demand charge
75 percent & higher	\$2.00 per kW demand charge

The customer's load factor (LF) for any billing period shall be determined by the following formula:

$$LF = ME / (MPD * DBP * 24)$$

where: ME is metered energy in kWh for the billing period.  
MPD is metered peak demand in kW for the billing period.  
DBP is the number of days in the billing period.

The load factor as determined by the above formula will be expressed as a whole percent amount with fractional amounts being disregarded.

(Continued on Sheet No. 11.2)

ISSUED BY: Director of Finance

EFFECTIVE: May 1, 2011

**Power Factor Adjustment:**

The Fort Pierce Utilities Authority may, at its option, install metering equipment to allow the determination of reactive components of power utilized by the customer. The customer's utilization of equipment shall not result in a power factor at the point of delivery of less than 92% lagging at the time of maximum demand. Should the power factor be less than 92% lagging during any month, the Fort Pierce Utilities Authority may adjust the readings taken to determine the demand by multiplying the kW obtained through such readings by 92% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining the billing demand.

The Fort Pierce Utilities Authority reserves the right, at its option, to utilize kVA meters, RkVA meters, and/or other appropriate meters in those metering installations where the customer's power factor is believed to be unsatisfactory on a continuous basis according to Fort Pierce Utilities Authority standards. If such meters are installed, the billing demand in kW may be computed from such instruments.

**Primary Service Discount:**

For service provided and metered at 13.2 kV and higher where the Fort Pierce Utilities Authority has such service available in the immediate area of the load and where the customer owns, operates and maintains the necessary transformation and distribution facilities located on the load side of the primary meter, the foregoing demand charges shall be subject to a discount of thirty-five cents (\$0.35) per kW of billing demand.

**Tax Adjustment:**

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

**TERMS OF SERVICE:**

Customers choosing to receive electric service under this electric rate schedule shall contract to remain on this rate for a minimum of twelve (12) consecutive months commencing with the first complete billing period following the request for such service.

**TERMS OF PAYMENT:**

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ISSUED BY: Director of Finance

EFFECTIVE: May 1, 2011

**ED**

**RATE SCHEDULE ED**  
**ECONOMIC DEVELOPMENT**  
**ELECTRIC SERVICE RATE SCHEDULE**

Fort Pierce Utilities Authority (FPUA) offers an economic development rate for General Service customers as an incentive for new and expanding customers. There are three tiers of incentives based on the following criteria:

Tier	Criteria	Incentive	Duration
1	4 megawatts (MW) additional electric demand, 1,250 MWh additional energy consumption/month, and 75 new jobs added to the local economy.	Negotiated contract rate for Demand and Energy Charges	Negotiated
2	200 kilowatts (kW) load of additional electric demand, 50 megawatt hours (MWh) additional energy consumption/month, and 6 new jobs added to the local economy.	Four years of declining discounts on the Energy Charge.	After 4 years, move to any available and eligible General Service rate schedule.
3	Special incentive for re-use of existing property where FPUA electric facilities are already installed: 200 kilowatts (kW) load of additional electric demand, 50 megawatt hours (MWh) additional energy consumption/month, and 6 new jobs added to the local economy.	Five years of declining discounts on the Energy Charge.	After 5 years, move to any available and eligible General Service rate schedule.

**AVAILABILITY:**

This schedule is available throughout the entire territory served by and at the option of FPUA.

**APPLICATION:**

Service under this schedule shall apply to any new or existing General Service customer who meets the minimum criteria as described above. Customers wishing to enjoy the benefits of this economic development rate will be required to sign a contract agreeing to these terms and conditions. Customers or prospective customers defined as Public Administration by the Office of Management and Budget (OMB), North American Industry Classification System (NAICS), are specifically excluded. Participation under this schedule is voluntary and is offered solely at the option of FPUA.

(Continued on Sheet No. 11.6)

ISSUED BY: Director of Finance

EFFECTIVE: April 1, 2014

**CHARACTER OF SERVICE:**

Service under this rate schedule shall be single phase or three phase, 60 Hertz, alternating current at FPUA's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. This service is available only at the delivery point of the qualifying retail customer served and metered by FPUA.

**LIMITATION OF SERVICE:**

Standby, auxiliary, or resale service is not permitted under this rate schedule.

**MONTHLY RATE:**

The monthly rate shall be established by FPUA in accordance with the applicable standard rate schedule, and based on the Tier of incentive in the contract.

- (i) A Customer Charge, set at the applicable standard rate schedule then in effect.
- (ii) A Demand Charge (kW), based on the standard rate schedule discounted as described below.
- (iii) An Energy Charge (kWh), based on the standard rate schedule discounted as described below.

**Tier 1:** Eligible General Service customers may negotiate a contract rate for both Demand and Energy Charges. FPUA reserves the right to audit premises to verify eligibility throughout the contract period.

**Tier 2:** Eligible General Service customers will receive the following declining discounts on their standard Energy Charges (kWh) (Demand Charges excluded) over a four (4)-year period. FPUA reserves the right to audit premises to verify eligibility throughout the four (4)-year period.

- Year 1 20% discount
- Year 2 15% discount
- Year 3 10% discount
- Year 4 5 % discount

(Continued on Sheet No. 11.7)

ISSUED BY: Director of Finance

EFFECTIVE: April 1, 2014

**Tier 3:** As an incentive to re-use existing property that has been vacant for six (6) or more months (where FPUA electric equipment is already installed), eligible General Service customers will receive the following declining discounts on their standard Energy Charges (kWh) (Demand Charges excluded) over a five (5)-year period. FPUA reserves the right to audit premises to verify eligibility throughout the five (5)-year period.

- Year 1 25% discount
- Year 2 20% discount
- Year 3 15% discount
- Year 4 10% discount
- Year 5 5% discount

**Power Cost Adjustment:**

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the FPUA's Power Cost Adjustment Clause which is a part of the Monthly Rate of this rate schedule.

**Minimum Charge:**

The monthly minimum charge shall be the Customer Charge plus applicable Demand Charge.

**Tax Adjustment:**

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with FPUA's tax adjustment clause which is made a part of this rate schedule.

**AVAILABILITY OF SERVICE:**

This rate shall be available to eligible General Service customers.

**TERMS OF PAYMENT:**

The terms of payment shall be in accordance with the provisions set forth in FPUA's General Rules and Regulations for Governing the Provisions of Utility Service.



**Tax Adjustment:**

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

**TERMS OF PAYMENT:**

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ISSUED BY: Director of Finance

EFFECTIVE: May 1, 2011

WC

**RATE SCHEDULE WC**  
**WIRELESS CAMERA RATE SCHEDULE**

The Fort Pierce Utilities Authority shall charge and collect for electric service to wireless cameras on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, and tax adjustment.

**AVAILABILITY:**

This schedule is available to City, County, State, or Federal Government agencies throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

**APPLICATION:**

This schedule is applicable to all electric service used exclusively for wireless cameras and control devices, where the camera system and the circuit necessary to connect to the Fort Pierce Utilities Authority's existing distribution facilities are installed, owned and maintained by the customer, and are located on utility poles or traffic light structures along publicly dedicated streets, highways, roads, alleys or other publicly dedicated rights-of-way.

**CHARACTER OF SERVICE:**

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages. The Fort Pierce Utilities Authority shall be permitted to enter the publicly dedicated rights-of-way at all reasonable times without being subject to trespass, for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities.

**LIMITATION OF SERVICE:**

Services shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous energy and will not be liable for damages resulting from any interruption, deficiency, or failure of service and lines and equipment, or for system protection. It is the customer's responsibility to keep trees, shrubs, and other plants clear of the cameras and the wires serving the electric fixture.

Standby, auxiliary, or resale service is not permitted under this schedule.

(Continued on Sheet No. 13.1)

ISSUED BY: Director of Finance

EFFECTIVE: May 1, 2011

(Continued from Sheet No. 13.0)

**MONTHLY RATE:**

Customer Charge per service location:..... \$1.50

Energy Charge:

All kWh per month @..... 11.906¢

The Fort Pierce Utilities Authority will estimate the monthly kWh usage utilizing the following: (i) the number of wireless cameras or control devices in service, (ii) the type, (iii) other ancillary equipment, and (iv) the days per billing period.

**POWER COST ADJUSTMENT:**

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is not a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor  
(expressed in dollars per kWh).

**TAX ADJUSTMENT:**

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

**TERMS OF PAYMENT:**

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ISSUED BY: Director of Finance

EFFECTIVE: April 1, 2014

OL

**RATE SCHEDULE OL**  
**OUTDOOR SECURITY LIGHTING ELECTRIC SERVICE RATE SCHEDULE**

The Fort Pierce Utilities Authority shall charge and collect for outdoor security lighting electric service and maintenance only on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, tax adjustment, and other appliance charges.

**AVAILABILITY:**

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

**APPLICATION:**

For year-round automatically controlled security lighting of privately owned roads or streets, and privately or publicly owned yards, driveways, walkways, parks, recreation areas, buildings, parking lots, and other similar type areas.

**CHARACTER OF SERVICE:**

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages and includes lamp renewals, automatically controlled energy from approximately dusk each day until approximately dawn the following day (dusk to midnight for some governmental installations), and maintenance of the facilities. The Fort Pierce Utilities Authority will replace all burned-out lamps and will maintain its facilities during regular working hours as soon as practicable following notification by the customer that such work is necessary. The Fort Pierce Utilities Authority shall be permitted to enter the customer's premises, without being subject to trespass, at all reasonable times for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities. The customer may be requested to reimburse the Fort Pierce Utilities Authority for the cost of any maintenance work which is required because of vandalism.

**LIMITATION OF SERVICE:**

Lights to be served hereunder shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The location of lighting fixtures shall be by mutual agreement and shall not be so located as to create a public nuisance. Substantial and material complaints registered by neighboring customers affected by the light(s) may, at the discretion of the Authority, be grounds for removal or relocation of said light(s). The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous lighting and will not be liable for damages resulting from any interruption, deficiency, or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines and equipment or for system protection. It is the customer's responsibility to keep trees, shrubs and other plants clear of the lighting pattern of the lighting fixture and the wires serving the lighting fixture.

(Continued on Sheet No. 14.1)

ISSUED BY: Director of Finance

EFFECTIVE: May 1, 2011

(Continued from Sheet No. 14.0)

Standby, auxiliary, or resale service is not permitted under this rate schedule.

**MONTHLY RATE:**

Average Initial Lumen and Lamp Size	Light Fixture Type	Dusk to Dawn				Dusk to Midnight	
		Average Monthly kWh Usage	Energy Only	Fixture & Maintenance Only	Energy, Fixture & Maintenance	Average Monthly kWh usage	Energy, Fixture & Maintenance
Governmental Only							
<b>Standard Yard Light</b>							
8,800 Lumen Light Fixture (100 Watt)	HPS	47	\$ 5.09	\$ 5.68	\$10.77	24	\$ 8.28
<b>Cobra Head Lighting</b>							
16,000 Lumen Light Fixture (150 Watt)	HPS	69	\$ 7.47	\$ 6.65	\$14.12	35	\$10.44
26,000 Lumen Light Fixture (250 Watt)	HPS	109	\$11.80	\$ 6.81	\$18.61	55	\$12.76
47,500 Lumen Light Fixture (400 Watt)	HPS	168	\$18.18	\$ 7.33	\$25.51	84	\$16.42
28,500 Lumens Light Fixture (250 Watt)	MH	113	\$12.23	\$13.75	\$25.98	57	\$19.92
36,000 Lumens Light Fixture (400 Watt)	MH	168	\$18.18	\$ 8.63	\$26.81	84	\$17.72
<b>Flood Lighting Service</b>							
26,000 Lumen Light Fixture (250 Watt)	HPS	109	\$11.80	\$ 7.41	\$19.21	55	\$13.36
47,500 Lumen Light Fixture (400 Watt)	HPS	168	\$18.18	\$ 7.72	\$25.90	84	\$16.81
21,000 Lumen Light Fixture (250 Watt)	MH	105	\$11.36	\$13.98	\$25.34	53	\$19.72
36,000 Lumen Light Fixture (400 Watt)	MH	166	\$17.96	\$ 9.05	\$27.01	83	\$18.03
115,000 Lumen Light Fixture (1000 Watt)	MH	389	\$42.10	\$12.01	\$54.11	195	\$33.11
<b>Concourse Lighting Service</b>							
26,000 Lumen Light Fixture (250 Watt)	HPS	109	\$11.80	\$10.84	\$22.64	55	\$16.79
50,000 Lumen Light Fixture (400 Watt)	HPS	168	\$18.18	\$10.79	\$28.97	84	\$19.88
115,000 Lumen Light Fixture (1000 Watt)	MH	389	\$42.10	\$18.14	\$60.24	195	\$39.24
<b>Turtle Friendly Lighting Service</b>							
16,000 Lumen Light Fixture (150 Watt)	HPS	69	\$ 7.47	\$ 7.51	\$14.98	35	\$11.30
26,000 Lumen Light Fixture (250 Watt)	HPS	109	\$11.80	\$ 7.37	\$19.17	55	\$13.32

(Continued on Sheet No. 14.2)

ISSUED BY: Director of Finance

EFFECTIVE: April 1, 2014

(Continued from Sheet No. 14.1)

Average Initial Lumen and Lamp Size	Light Fixture Type	Dusk to Dawn					Dusk to Midnight	
		Average Monthly kWh Usage	Energy Only	Fixture & Maintenance Only	Energy, Fixture & Maintenance	Maintenance Only	Average Monthly kWh usage	Energy, Fixture & Maintenance
						Existing installations only		
<b>Decorative Lighting Service</b>								
6,400 Lumen Light Fixture (70 Watt)	HPS	36	\$ 3.90	\$11.42	\$15.32	N/A	18	\$13.37
14,000 Lumen Single Light Fixture (175 Watt)	MH	83	\$ 8.98	\$26.98	\$35.96	\$5.41	42	\$31.53
28,000 Lumen Double Light Fixture (2-175 Watt)	MH	169	\$18.29	\$44.14	\$62.43	N/A	85	\$53.34
<b>Metered Flood Lighting Service (City of FP only)</b>								
50,000 Lumen Light Fixture (400 Watt)	HPS	N/A	N/A	\$15.15	N/A	N/A	N/A	N/A

**POWER COST ADJUSTMENT:**

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor  
(expressed in dollars per kWh).

**TAX ADJUSTMENT:**

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

**INSTALLATION CHARGE:**

There will be no installation charge for standard fixtures placed on an existing standard utility pole with an existing secondary facility served by overhead lines or for installation of decorative lights with decorative poles adjacent to an underground secondary point of service. The customer will be required to pay all other costs as a Contribution in Aid of construction prior to installation (this includes the cost of installing poles for concourse lighting service and special controllers for dusk to midnight applications, etc.). The pole(s) and light fixture(s) will remain the property of the Fort Pierce Utilities Authority. Any relocation requested by a customer after installation shall be made at the customer's expense.

(Continued on Sheet No. 14.3)

ISSUED BY: Director of Finance

EFFECTIVE: April 1, 2014

(Continued from Sheet No. 14.2)

**TERMS OF PAYMENT:**

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ISSUED BY: Director of Finance

EFFECTIVE: May 1, 2011

RV

**RATE SCHEDULE RV**  
**MASTER-METERED RECREATIONAL VEHICLE PARKS RATE SCHEDULE**

The Fort Pierce Utilities Authority shall charge and collect for master metered recreational vehicle park electric service on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

**AVAILABILITY:**

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

**APPLICATION:**

This schedule is applicable to all electric service to master metered recreational vehicle parks where service is furnished through a single master meter. This schedule is not available to individually metered residences or businesses.

**CHARACTER OF SERVICE:**

Service under this schedule shall be three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages.

**MONTHLY RATE:**

A.	Monthly Customer Charge	\$31.25
B.	Energy Charge for All Energy Usage	11.03¢ per kWh

**Minimum Charge:**

The monthly minimum charge shall be the "Customer Charge."

**Power Cost Adjustment:**

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 15.1)

ISSUED BY: Director of Finance

EFFECTIVE: April 1, 2014

(Continued from Sheet No. 15.0)

**Tax Adjustment:**

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

**TERMS OF PAYMENT:**

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ISSUED BY: Director of Finance

EFFECTIVE: May 1, 2011

SL

**RATE SCHEDULE SL**  
**PUBLIC STREET AND HIGHWAY LIGHTING**  
**ELECTRIC SERVICE RATE SCHEDULE**

The Fort Pierce Utilities Authority shall charge and collect for public street and highway lighting electric service on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, tax adjustment, and other applicable charges.

**AVAILABILITY:**

This schedule is available to City, County, State, or Federal Government agencies throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

**APPLICATION:**

For year-round automatically controlled dusk-to-dawn lighting of publicly dedicated streets, highways, roads, alleys or other publicly dedicated rights-of-way used for the movement of vehicular traffic.

**CHARACTER OF SERVICE:**

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages and includes lamp renewals, automatically controlled energy from approximately dusk each day until approximately dawn of the following day, and maintenance of the facilities. The Fort Pierce Utilities Authority will replace all burned-out lamps and will maintain its facilities during regular working hours as soon as practicable following notification by the customer that such work is necessary. The Fort Pierce Utilities Authority shall be permitted to enter the publicly dedicated rights-of-way at all reasonable times without being subject to trespass, for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities. The customer may be requested to reimburse the Fort Pierce Utilities Authority for the cost of any maintenance work which is required because of vandalism.

**LIMITATION OF SERVICE:**

Lights to be served hereunder shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous lighting and will not be liable for damages resulting from any interruption, deficiency, or failure of service and lines and equipment, or for system protection. It is the customer's responsibility to keep trees, shrubs, and other plants clear of the lighting pattern of the lighting fixture and the wires serving the lighting fixture.

(Continued on Sheet No. 16.1)

ISSUED BY: Director of FinanceEFFECTIVE: May 1, 2011

(Continued from Sheet No. 16.0)

If the Fort Pierce Utilities Authority is required to remove or replace existing high pressure sodium vapor lighting fixtures under this schedule thereby forcing premature retirement, the customer shall be required to reimburse the Fort Pierce Utilities Authority an amount equal to the original installed cost, less any salvage value, depreciated as determined by the Fort Pierce Utilities Authority.

Standby, auxiliary, or resale service is not permitted under this schedule.

**MONTHLY RATE:**

Average Initial Lumen and Lamp Sized	Light Fixture Type	Average Monthly kWh usage	Energy Only	Energy, Fixture & Maintenance	Maintenance Only
<b>Standard Open Bottom Lighting</b>					
8800 Lumens - 100 Watt Fixture	HPS	47	\$ 5.09	\$10.77	\$1.60
<b>Cobra Head</b>					
16000 Lumens - 150 Watt Fixture	HPS	69	\$ 7.47	\$15.90	\$1.60
26000 Lumens - 250 Watt Fixture	HPS	109	\$11.80	\$21.99	\$1.60
50000 Lumens - 400 Watt Fixture	HPS	168	\$18.18	\$29.92	\$1.60
28500 Lumens - 250 Watt Fixture	MH	113	\$12.23	\$22.28	\$6.00
36000 Lumens - 400 Watt Fixture	MH	168	\$18.18	\$29.84	\$2.64
<b>City of Fort Pierce Decorative Lighting</b>					
Energy Only Flood Lights at JC Park (13 Watt)	INC	5	\$ 0.54	N/A	N/A
13000 Lumens - 150 Watt Single Fixture - LSI	MH	68	\$ 7.36	N/A	\$4.62
4600 Lumens - 35 Watt Single Fixture - LSI (Sunrise)	LPS	54	\$ 5.84	N/A	\$4.62
9200 Lumens - 35 Watt Double Fixture - LSI (Sunrise)	LPS	108	\$11.69	N/A	\$5.15
3900 Lumens - 50 Watt Bollard - Sternberg	MH	24	\$ 2.60	N/A	\$4.62
3820 Lumens - 96 Watt LED - Sternberg	LED	35	\$ 3.79	N/A	N/A
8000 Lumens - 100 Watt - LSI	HPS	47	\$ 5.09	N/A	\$4.62
8500 Lumens - 100 Watt Single Fixture - Sternberg	HPS	47	\$ 5.09	N/A	\$4.62
9000 Lumens - 100 Watt Single Fixtures - Sternberg	MH	47	\$ 5.09	N/A	\$4.62
45000 Lumens - 100 Watt Five Fixtures - Sternberg	MH	237	\$25.65	N/A	\$7.25
10500 Lumens - 150 Watt Single Fixture - King Luminaire	MH	59	\$ 6.38	N/A	\$3.91
13800 Lumens - 150 Watt Single Fixture - Lumec	HPS	71	\$ 7.68	N/A	\$4.62
27600 Lumens - 150 Watt Double Fixture - Lumec	HPS	142	\$15.37	N/A	\$5.15
15000 Lumens - 175 Watt Single Fixture - Sternberg/Lumec	MH	80	\$ 8.66	N/A	\$4.62
<b>FPL Warning Siren</b>					
FPL Warning Siren	Siren	24	\$ 2.86	N/A	N/A

(Continued on Sheet No. 16.2)

ISSUED BY: Director of Finance

EFFECTIVE: April 1, 2013

(Continued from Sheet No. 16.1)

**Power Cost Adjustment:**

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor  
(expressed in dollars per kWh).

**Tax Adjustment:**

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

**INSTALLATION CHARGE:**

There will be no installation charge for standard fixtures placed on an existing standard wood pole located within 100 feet of an existing secondary facility served by overhead lines. The pole and light fixture will remain the property of the Fort Pierce Utilities Authority. Any relocation requested by a customer after installation shall be made at the customer's expense.

**CHARGES FOR SPECIAL POLES:**

If standard concrete poles are requested by the customer, the customer shall reimburse the Fort Pierce Utilities Authority for the installed cost differential between a standard wood pole and the requested standard concrete pole. Any non-standard pole (i.e., fiberglass, steel, aluminum, etc.) and/or non-standard fixture will be purchased, installed, and maintained by the customer. The FPUA will furnish "energy only" to such non-standard poles/fixtures. The Authority reserves the right to install, at its own expense, standard concrete poles if it determines such installation is in the best interest of the Authority and/or the general public.

**CHARGES FOR UNDERGROUND SERVICE:**

If underground service is requested by the customer, the customer shall reimburse the Fort Pierce Utilities Authority for the total cost differential between the standard overhead configuration and the requested underground configuration.

**TERMS OF PAYMENT:**

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ISSUED BY: Director of Finance

EFFECTIVE: May 1, 2011

## RESOLUTION NO. U.A. 2014-04

**A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES AND CHARGES FOR WATER SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. U.A. 2013-02, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 3.7% INCREASE IN THE CUSTOMER AND VOLUME CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, Fort Pierce Utilities Authority was created and established by the City Commission of the City of Fort Pierce, Florida, through a referendum election held in said City on May 30, 1972; and

**WHEREAS**, the Charter of the City of Fort Pierce, Florida, Article XII, grants to said Fort Pierce Utilities Authority the power and duty to fix rates to be charged for gas, electricity, water, wastewater (sanitary sewer), and other Utility Services sold and services rendered by said Fort Pierce Utilities Authority;

**Now, therefore, be it resolved by Fort Pierce Utilities Authority (FPUA), Fort Pierce, Florida:**

**SECTION I: WATER SERVICE RATE SCHEDULE** - The schedule of rates and charges to be imposed for the commodity and facilities furnished by the water system of FPUA shall be subject to revision from time to time as may be necessary. Unless the context otherwise requires, the terms defined in this Resolution shall have the meanings specified in the Resolution entitled General Rules and Regulations Governing the Provision of Utility Service. The schedule thereof, which shall be applicable to all water service within the territory served by FPUA, with the exception of certain authorized contracts, shall be implemented as follows:

**A. MONTHLY RATE:** Monthly charges for water service are as follows:

TABLE NO. W-1					
Meter Size	Included in Minimum Charge			(3.) Minimum Charge	(4.) Unmetered Fire Protection
	(1.) Customer Charge	Volume in Gallons	(2.) Volume Charge		
5/8 x 3/4 inch	\$ 13.09	3,000	\$ 10.05	\$ 23.14	NA
1 inch	32.50	6,000	20.10	52.60	\$ 2.81
1 1/2 inch	65.04	12,000	40.20	105.24	NA
2 inch	104.00	18,000	60.30	164.30	6.35
3 inch	208.08	38,000	127.30	335.38	12.50
4 inch	324.96	52,000	174.20	499.16	18.67
6 inch	649.92	105,000	351.75	1,001.67	39.15
8 inch	1,039.89	180,000	603.00	1,642.89	63.41
10 inch	1,494.81	240,000	804.00	2,298.81	89.50

**1. Customer (Readiness-to-Serve) Charge,** as shown in Table No. W-1:

**a. Active Account:** The flat monthly charge based on the serving water Meter size.

**b. Inactive Account:** An active account becomes inactive when a Customer elects to voluntarily disconnect Utility Services. Voluntary disconnection includes services disconnected for nonpayment, and Meter(s) removed due to tampering. This charge would not be billed if the Meter has been removed from a structure which has been demolished. This charge is also referred to as the Customer Charge for Active Accounts, and will be billed to the owner of the property based on the serving water Meter size.

**c. Fire Flow Meters:** The Customer Charge for Fire Flow Meters will be the Customer Charge for the required equivalent domestic Meter size, excluding fire flow. When Fire Flow Meters are replaced, the Customer Charge will remain the same if the replacement Meter is equivalent in flow characteristics to the original Meter.

**2. Volume Charge:** For Residential and Commercial Customers, all additional water usage in excess of the gallon volume quantities listed in Table No. W-1 will be charged on the basis of monthly metered water usage at the rate of \$3.35 per 1,000 gallons. [See Conservation Charge (Section I.A.5.a.) for further explanation.]

**3. Minimum Charge:** As shown in Table No. W-1, the Minimum Charge is the Customer Charge plus the Volume Charge; the Volume Charge is based on a minimum number of gallons determined by the serving water Meter size.

**4. Unmetered Fire Protection:** As shown in Table No. W-1, Unmetered Fire Protection is the readiness-to-serve charge for private hydrants, sprinkler systems, hose cabinets, standpipes, or any other device used exclusively for fire protection.

5. **Exceptions:** The following volume charges differ from those listed in Table No. W-1.

TABLE NO. W-2		
Gallons Per Month	(a.) 5/8 x 3/4 Inch Conservation Charge	(b.) Irrigation Volume Charge
Up to 10,000 *	\$3.35	\$3.35
10,001 - 15,000	4.19	4.19
Over 15,000	5.03	7.09

\* This row is not an Exception, but is provided as a reference for clarity.

**a. Conservation Charge for 5/8 x 3/4 Inch Meters:** For the purpose of promoting water usage conservation, a Conservation Charge for all Residential and Commercial Customers served by 5/8 x 3/4 inch water Meters is shown in Table W-2. The Conservation Charge shall be 1.25 times the Volume Charge for water usage from 10,001 to 15,000 gallons per month, and 1.5 times the Volume Charge for water usage over 15,000 gallons per month.

**b. Irrigation Volume Charge:** As shown in Table No. W-2, all additional usage in excess of the gallons included in the Minimum Charge will be billed on the basis of monthly metered water usage at the rates listed.

**B. FIRE HYDRANT METERS:** When Water is delivered through a fire hydrant Meter on a temporary basis, the temporary Water billing rate will be at the 5/8 x 3/4 inch Meter rate unless, as determined by FPUA staff, demand and/or usage warrant a different rate.

**C. ANNUAL INDEXING PROVISION:** In order to ensure that FPUA utility rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the water system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years. Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the water system, such adjustment shall not carry forward to future years.

**D. TAX ADJUSTMENT:** The amount computed at the above Monthly Rate shall be subject to taxes and assessments imposed by any governmental authority which are assessed on the basis of Meters or Customers or the price of or revenues from water service sold or volume of water purchased for sale or sold. Accordingly, Unmetered Fire Protection service charges are not subject to Utility Tax or Surcharge.

A utility tax of 10% shall be added to all rate schedules for service inside the city limits of the City of Fort Pierce, Florida. The amount will not exceed the limitation established by Subsection 166.231, Florida Statutes.

**E. SURCHARGE:** A surcharge of 25% shall be added to all rate schedules for service provided outside the city limits of the City of Fort Pierce, Florida. The amount will not exceed the limitation established by Subsection 180.191, Florida Statutes.

**SECTION II:** This Resolution and all rate changes referred to therein shall take effect the first billing cycle of the next billing month after the FPUA Board adopts Resolution Nos. UA 2014-03, 2014-05 and 2014-06, and the City Commission of the City of Fort Pierce, Florida approves such resolutions, if required.

This 4<sup>th</sup> day of February, 2014 A.D.

ATTEST:

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Chairman

Approved as to form and correctness:

  
\_\_\_\_\_  
Fort Pierce Utilities Authority Attorney

# FPUA Rate Adjustments

Presented to the City Commission  
February 18, 2014

# Rate Adjustment Objectives

- Eliminate support of water utility by electric utility
- Maintain competitive rates in all utilities
- Maintain 60 days operating cash reserve
- Utilize excess cash reserves to support deficient rates until revenue sufficiency in all utilities is achieved (i.e., excess cash back to customers)

**IMPACT OF  
2014 PROPOSED RATE ADJUSTMENTS  
ON CUSTOMER BILLS**

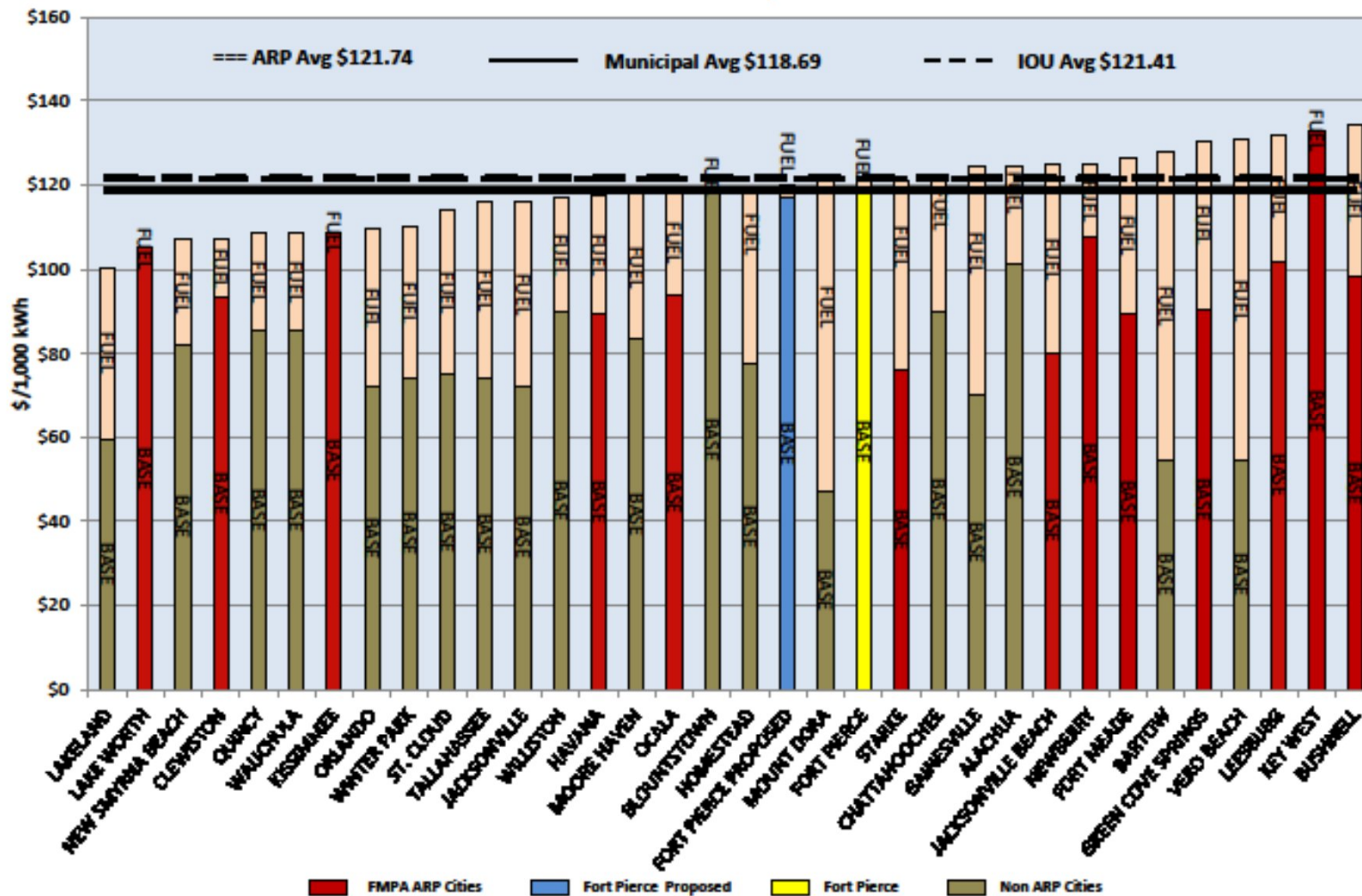
	<b>February Bill</b>	<b>Proposed April Bill</b>	<b>Increase (Decrease)</b>	<b>Avg. # of Services</b>
<b>Electric (1,000 kWh)</b>	\$118.84	\$117.84	(\$1.00)	27,630
<b>Water (6,000 gallons)</b>	\$32.00	\$33.19	\$1.19	19,248
<b>Wastewater (6,000 gallons)</b>	\$47.46	\$48.25	\$0.79	14,635
<b>Natural Gas (13 ccf)</b>	\$31.65	\$32.12	\$0.47	4,179
<b>TOTAL</b>	<b>\$229.95</b>	<b>\$231.40</b>	<b>\$1.45</b>	

# Fort Pierce City Charter Article XII, Sec. 176 (6)

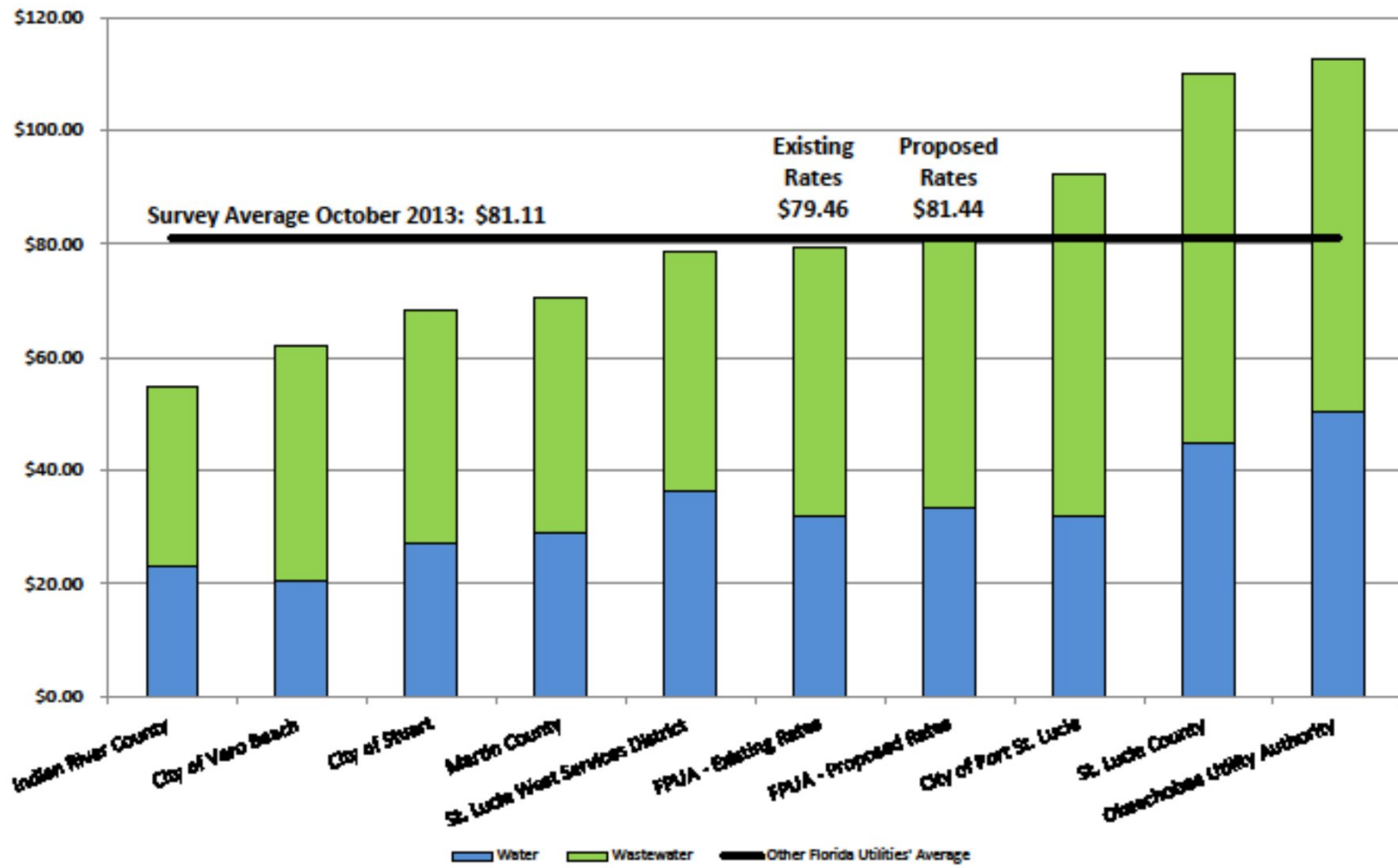
Reads, in part:

“Rates shall be sufficient to pay all operating and maintenance expenses of each respective utility operation, capital outlay, all bond interest and redemption costs, and payments authorized by this article.”

## FMEA Electric Bill Comparison (1,000 kWh) - November 2013 with FPUA Proposed Decrease



## Residential Water and Wastewater Bill Comparison Based on 6,000 Monthly Gallons



## FUTURE PLANNED BASE RATE ADJUSTMENTS

	4/1/2014	4/1/2015	4/1/2016	4/1/2017	4/1/2018	4/1/2019
Electric	(2.5%)	1.5%	1.7%	2.0%	2.1%	2.1%
Water	3.7%	3.7%	3.7%	3.7%	3.7%	2.1%
Wastewater	1.6%	1.5%	1.7%	2.0%	2.1%	2.1%
Gas	1.6%	1.5%	1.7%	2.0%	2.1%	2.1%

# Water & Wastewater Rate Increases Can Be Offset By Conservation

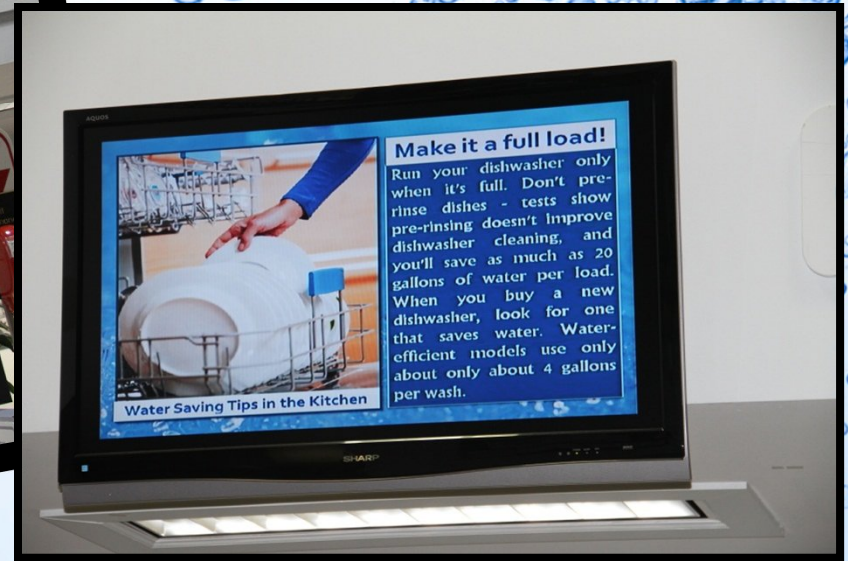
- Average customer would only have to decrease consumption by about 350 gallons per month
- This is easily attainable
  - The EPA states that a bathroom faucet can use 2 gallons of water per minute. By turning off the tap water while brushing your teeth or shaving, you can save up to 240 gallons of water per month. Additionally, by eliminating one load of laundry a week can save up to 2,100 gallons of water annually.
- FPUA has numerous resources to help customers conserve water

# FPUA Conservation Resources



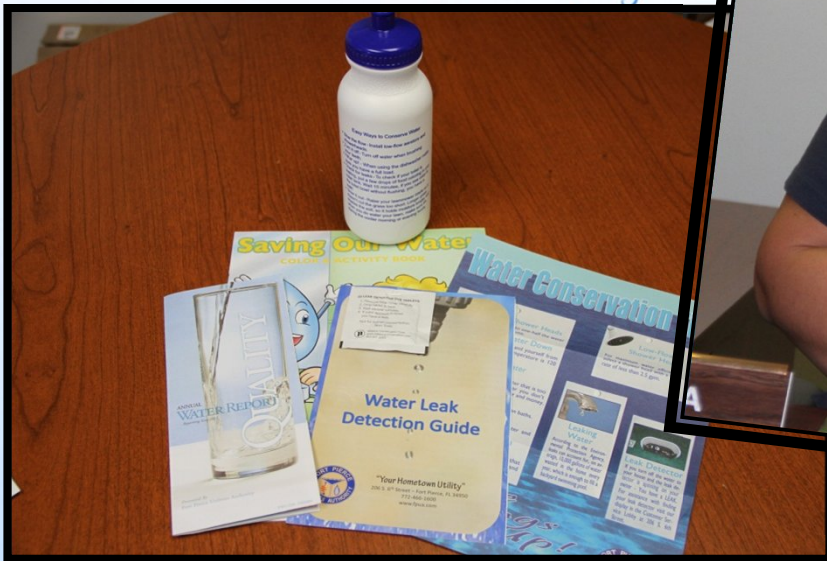
Conservation Display Area  
located in Customer Service

# FPUA Conservation Resources



Television Monitors in Customer Service  
Displaying Conservation Information

# FPUA Conservation Resources



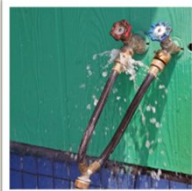
Bill Inserts, Brochures, Coloring Books, Flyers,  
and Conservation Giveaways

# FPUA Conservation Resources



## What You Can Do:

- ✓ **Install Low-Flow Showerheads**  
Why? They use one-third to one-half the water that regular showerheads use.
- ✓ **Run Your Clothes Washer and Dishwasher When They are Full**  
Why? You can save up to 1,000 gallons of water a month.
- ✓ **Take Short Showers**  
Why? Showers use less hot water than baths and can save you money. Taking a five-minute shower uses 10-25 gallons of water; a bath requires 40-70 gallons.
- ✓ **Fix Leaky Water Faucets**  
Why? Thirty drops of water a minute can waste up to 50 gallons of water per month and a hot water leak can also raise your electricity bill.
- ✓ **Install Low-Flow Aerators**  
Why? They reduce the amount of water that flows from your faucet, saving both water and energy.



[www.fpuia.com](http://www.fpuia.com)

# Request Approval FPUA Rate Adjustments

Resolutions No. UA 2014-03 and 2014-04,  
which provide for a reduction in the  
electric energy rate of \$1 per 1,000 kWh  
and a 3.7% increase in the water  
customer and volume charges.

**City Commission Regular Meeting**

**Agenda Item # 12. b.**

**Meeting Date:** 02/18/2014

**Re:** Resolution 14-R05

---

**SUBJECT:**

Resolution No. 14-R05 - A resolution authorizing the transfer of certain property generally know as the Old Federal Courthouse to Gus Gutierrez and/or assigns; finding that the property is no longer needed for public purpose.

**SUMMARY:**

This property was purchased by the City for the use and benefit of FPUA in 1993 and FPUA has determined that the property is no longer needed for public purpose. Gus Gutierrez and/or assigns has executed a contract of sale offering \$500,000.00 for the purchase of the property.

**RECOMMENDATION:**

Approve Resolution 14-R05

**ALTERNATIVES:**

Deny approval of Resolution 14-R05

**RESPONSIBLE STAFF:**

Linda Cox, City Clerk on behalf of FPUA.

**COORDINATED WITH:**

William Thiess, Director of Utilities and Rob Schwerer, City Attorney

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**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

No fiscal impact to the City. Sale proceeds go to FPUA

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**Attachments**

14-R05

Legal Ad

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**Form Review**

Form Started By: Linda Cox  
Final Approval Date: 02/10/2014

Started On: 02/10/2014 02:05 PM



## RESOLUTION NO. 14-R05

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA; AUTHORIZING THE **TRANSFER OF CERTAIN PROPERTY GENERALLY KNOWN AS THE OLD FEDERAL COURTHOUSE TO GUS GUTIERREZ AND/OR ASSIGNS**; FINDING THAT THE PROPERTY IS NO LONGER NEEDED FOR PUBLIC PURPOSE; DIRECTING THE CITY CLERK TO ADVERTISE SAID CONVEYANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Fort Pierce, Florida, owns certain real property (the "Property"), located at 300 S 6<sup>TH</sup> Street, Fort Pierce, Florida, and more particularly described as CARLTON`S ADDN BLK 11 LOTS 1 TO 12 INCL (MAP 24/10E) (OR 846-2091); Parcel ID 2410-701-0114-000-9; and

**WHEREAS**, the Property was purchased by the City for the use and benefit of Fort Pierce Utilities Authority in 1993; and

**WHEREAS**, Fort Pierce Utilities Authority has determined that the property is no longer needed for public purpose; and

**WHEREAS**, Gus Gutierrez and/or assigns, (the "Buyer") has executed a contract of sale offering \$500,000.00 for the purchase of the Property; and

**WHEREAS**, the City of Fort Pierce Charter specifically authorizes the sale of City property for such price and upon such terms and conditions as deemed proper by the City Commissioners, and also provides that no conveyance shall be made unless notice of such conveyance shall be advertised in a newspaper of general circulation, published in said City, once a week for two consecutive weeks.

**NOW, THEREFORE, BE IT RESOLVED** By the City Commission of the City of Fort Pierce, Florida, as follows:

**Section 1.** The City Commission of the City of Fort Pierce, Florida, authorizes the transfer, by deed, of the Property, located at 300 S 6<sup>TH</sup> Street, Fort Pierce, Florida, and more particularly described as CARLTON`S ADDN BLK 11 LOTS 1 TO 12 INCL (MAP 24/10E) (OR 846-2091); Parcel ID 2410-701-0114-000-9.

**Section 2.** The City Commission of the City of Fort Pierce, Florida, directs that the conveyance to the Buyer take place after the City Clerk advertises the conveyance once a week for two consecutive weeks in a newspaper of general circulation published in the City.

**Section 3.** The Property shall be transferred to the Buyer and the Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the transfer of the Property to the Buyer.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted this \_\_\_\_ day of February, 2014.

**CITY OF FORT PIERCE, FLORIDA**

\_\_\_\_\_  
Linda Hudson, Mayor Commissioner

ATTEST:

\_\_\_\_\_  
Linda W. Cox, City Clerk

(CITY SEAL)

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
Robert V. Schwerer, City Attorney

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RUN TWICE:           Monday, February 3, 2014  
                          Monday, February 10, 2014

Send Proof of Publication to:   Linda W. Cox, City Clerk

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CITY OF FORT PIERCE  
NOTICE OF CONVEYANCE OF REAL PROPERTY

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 13 of the City Charter, does hereby give notice of its intent to transfer, by deed, certain real property known as the Old Federal Courthouse located at 300 S. 6<sup>th</sup> Street, Parcel ID: 2410-701-0114-000-9, to Gus Gutierrez and/or Assigns, for the purchase price of \$500,000.00, as the City Commission has determined that this property is not needed for public purpose.

The City Commission will consider the adoption of Resolution No. 14-R05, AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY GENERALLY KNOWN AS THE OLD FEDERAL COURTHOUSE TO GUS GUTIERREZ, and/or Assigns, at its meeting which begins at 6:30 p.m. on Tuesday, February 18, 2014.

/s/ Linda W. Cox  
City Clerk

Publish: 2-3-14 and 2-10-14

**City Commission Regular Meeting**

**Agenda Item # 12. c.**

**Meeting Date:** 02/18/2014

**Re:** All Aboard Florida Resolution

**Submitted For:** Robert Bradshaw, City Manager

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**SUBJECT:**

Discussion of an All Aboard Florida resolution recently passed by the Treasure Coast Regional League of Cities.

**SUMMARY:**

As requested by Mayor Hudson, the attached resolution requesting that the State of Florida fund the cost of quiet zones at railroad crossings at the municipal railroad crossings located within the All Aboard Florida project is scheduled for discussion by the City Commission. This resolution was recently passed by the Treasure Coast League of Cities.

**RECOMMENDATION:**

N/A

**ALTERNATIVES:**

N/A

**RESPONSIBLE STAFF:**

N/A

**COORDINATED WITH:**

N/A

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**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

None

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

No fiscal impact.

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**Attachments**

TCLOC Resolution

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Robert Bradshaw	02/04/2014 03:41 PM
Form Started By: Jennifer Robinson		Started On: 01/28/2014 12:11 PM
Final Approval Date: 02/04/2014		

RESOLUTION NO. 2014-R01

A RESOLUTION OF THE TREASURE COAST REGIONAL LEAGUE OF CITIES, FLORIDA, REQUESTING THAT THE STATE OF FLORIDA FUND THE COST OF QUIET ZONES AT THE MUNICIPAL RAILROAD CROSSINGS LOCATED WITHIN THE ALL ABOARD FLORIDA PROJECT; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Treasure Coast Regional League of Cities acknowledges the efforts of All Aboard Florida to construct a high speed passenger rail system from Miami to Orlando along the FEC tracks (the "All Aboard Florida Project"); and

WHEREAS, there are ninety (90) railroad crossings along the FEC tracks within the St. Lucie, Indian River, and Martin counties; and

WHEREAS, the All Aboard Florida Project will increase railroad traffic and railroad noise within those counties; and

WHEREAS, there are thousands of people in those counties who reside or work in very close proximity to these crossings and who would be significantly affected in their daily lives by the noise of the trains blowing their horns at the ninety (90) FEC crossings if there is no quiet zone designation for those areas; and

WHEREAS, quiet zones are needed at all affected municipal railroad crossings in order to mitigate the impacts of increased railroad traffic and railroad noise and to protect the health, safety and welfare of the counties residents and visitors; and

WHEREAS, the State of Florida has expressed its commitment to the success of the All Aboard Florida Project; and

WHEREAS, it is estimated that the cost of upgrading the infrastructure at the crossings so that they meet federal quiet zone standards could be in the hundreds of thousands of dollars for each crossing, resulting in a potential total cost in excess of several million dollars to the counties; and

WHEREAS, the counties needs the financial assistance of the State of Florida to pay for quiet zones at its municipal railroad crossings within the counties of All Aboard Florida Project

NOW THEREFORE, be it resolved by the League for the Treasure Coast Regional League of Cities, FLORIDA, that:

Section 1. The League for the Treasure Coast Regional League of Cities hereby formally request that the State of Florida fund the cost of quiet zones at all municipal railroad crossings within the counties.

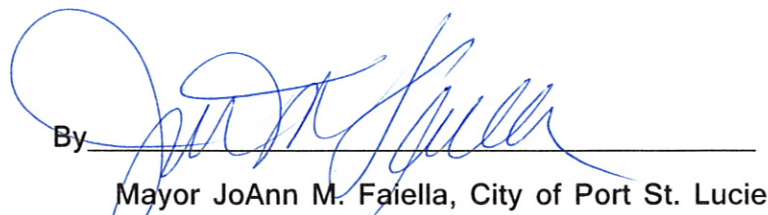
Section 2. A copy of this resolution shall be transmitted by the President to Governor Rick Scott, Chief Financial Officer Jeffrey Atwater, Florida Department of Transportation Secretary, Ananth Prasad, Treasure Coast Regional Planning Council, and Florida League of Cities.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this 15 day of January, 2014.

TREASURE COAST REGIONAL LEAGUE OF CITIES

By

  
\_\_\_\_\_  
Mayor JoAnn M. Faiella, City of Port St. Lucie  
President

ATTEST:

  
\_\_\_\_\_  
Bonnie R. Cruz, Secretary

**City Commission Regular Meeting**

**Agenda Item # 12. d.**

**Meeting Date:** 02/18/2014

**Re:** Proposed Letter of Support for Port Development

**Submitted For:** Robert Bradshaw, City Manager

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**SUBJECT:**

Proposed Letter of Support for Port Development

**SUMMARY:**

At the request of Mayor Hudson, the attached draft letter of support to Megayachts Unlimited is scheduled for discussion.

**RECOMMENDATION:**

No recommendation from staff. This item is scheduled for discussion at the request of Mayor Hudson.

**ALTERNATIVES:**

N/A

**RESPONSIBLE STAFF:**

N/A

**COORDINATED WITH:**

Robert J. Bradshaw, City Manager

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**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

No fiscal impact.

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**Attachments**

Draft Letter of Support from Mayor

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**Form Review**

**Inbox**  
City Manager

**Reviewed By**  
Robert Bradshaw

**Date**  
02/07/2014 05:13 PM

Form Started By: Jennifer Robinson  
Final Approval Date: 02/07/2014

Started On: 02/05/2014 11:45 AM



OFFICE OF THE MAYOR AND CITY COMMISSION  
CITY HALL, 100 NORTH U.S. 1  
P.O. BOX 1480  
FORT PIERCE, FLORIDA 34954-1480

TEL (772) 467-3000  
FAX (772) 467-3841  
[www.cityoffortpierce.com](http://www.cityoffortpierce.com)

Mr. William Waite  
Megayachts Unlimited LLC  
1730 SE 14th Street  
Ft. Lauderdale, FL 33316

February 5, 2014

Dear Mr. Waite,

Thank you for your presentation of the Megayachts Unlimited LLC development plan at the Port of Fort Pierce.

The City of Fort Pierce welcomes economic development for the industrial waterfront of Fort Pierce. Our priorities are job creation, preferable a meaningful number of jobs with a broad spectrum of skill sets and salary levels for our area's residents. In addition, any Port development must be an environmentally friendly industry that would enhance the health and attractiveness of the Indian River Lagoon.

The highest and best use of port property would yield both short and long term benefits to the City of Fort Pierce and to St. Lucie County. A mega yacht service facility has the potential to initiate the creation of a marine industry in Fort Pierce on an impressive scale. The job training possibilities could help fill the badly needed employment needs of our city and county residents.

We know our Port has many desirable assets, including proximity to the Atlantic Ocean and the Fort Pierce Inlet. Further, our city has a busy non-commercial international airport and is close to Interstate 95 as well as Florida's Turnpike. Our Indian River State College has a superb national reputation. Because of the biodiverse Indian River Lagoon, there are marine research facilities here, such as the Smithsonian and Harbor Branch Oceanographic Institution. We see economic development at the Port that would support job training, marine trades, and tourism, and might qualify for state or federal job training grants and low cost enterprise financing using some federal programs.

We look forward to working with Megayachts Unlimited, and any other professional endeavors that would develop our Port to its highest potential, with all environmental safeguards in place to protect our waterways.

Sincerely,

Linda Hudson  
Mayor

**City Commission Regular Meeting**

**Agenda Item # 12. e.**

**Meeting Date:** 02/18/2014

**Re:** Appointment/Reappointment to the Planning Board

**Submitted For:** Rebecca Grohall, Planning & Zoning Manager, Planning & Zoning

---

**SUBJECT:**

Submittal of applications for appointment/reappointment to the Planning Board.

**SUMMARY:**

Six positions are expiring on the Planning Board, and additionally Mr. Clancy resigned his position (expires 2/28/15), yielding seven positions total to be appointed or reappointed.

Applications for reappointment were received from:

- Steve Weaver
- Bob Burdge
- Kimberly Slep
- Eloise Cumings
- Phyllis Castro
- Marcia Baker

Additionally, applications were received from Eduardo Mujica, William Baumann, Irene Szedlmayer, Charles Hayek, and Carolyn Wexler. A few applications were on file from the previous year, those include Al Bernetti, Mike Dahan, Jerome Gayman, Jay Thomas Hollenkamp, William McNeely, Jr., Robert Plowden, Carlo Sacco, and Rebecca Grant Ascoli,

**RECOMMENDATION:**

Select seven candidates for appointment/reappointment at the March 3, 2014 meeting.

Both Alternates have expressed an interest in moving up to a regular position. The Alternates are Erica

Ganzi and Brian Paul. If an Alternate is moved to a regular position then an alternate(s) can also be named now or at a future meeting.

**ALTERNATIVES:**

Do not approve all or some of the applications.

**RESPONSIBLE STAFF:**

Rebecca Grohall, Planning Manager

**COORDINATED WITH:**

Linda Cox, City Clerk

---

### Fiscal Impact

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

No fiscal impact.

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### Attachments

Staff Memo

Clancy Resignation Letter

City Clerk Memo

Planning Board Applications

Attendance Record

Voting Worksheet

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### Form Review

**Inbox**

City Manager

Form Started By: Rebecca Grohall

Final Approval Date: 02/07/2014

**Reviewed By**

Robert Bradshaw

**Date**

02/07/2014 12:24 PM

Started On: 02/06/2014 02:15 PM



# CITY OF FORT PIERCE

## PLANNING DEPARTMENT

REBECCA GROHALL, AICP, PLANNING MANAGER  
COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW  
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN FORESTRY ♦ ZONING

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**TO:** The Honorable Mayor and City Commissioners

**THRU:** Robert J. Bradshaw, City Manager

**FROM:** Rebecca Grohall, AICP, Planning Manager 

**SUBJECT:** Planning Board

**DATE:** February 6, 2014

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Six terms are expiring on the Planning Board, and one has been recently vacated, yielding seven open Regular members to be named.

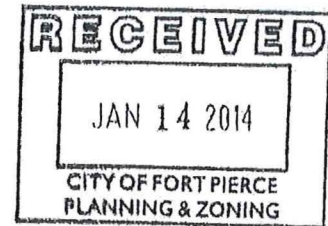
Please find enclosed applications from Steve Weaver, Bob Burdge, Kimberly Slep, Eloise Cumings, Phyllis Castro and Marcia Baker for reappointment to the Planning Board.

Additionally, applications have been received from Eduardo Mujica, William Beaumann, Irene Szedlmayer, Charles Hayek, Carolyn Wexler, Al Bernetti, Mark Dahan, Jerome Gayman, Jay Thomas Hollenkamp, William McNeely, Jr., Robert Plowden, Carlo Sacco, and Rebecca Grant Ascoli.

Both Alternates, Erica Ganzi and Brian Paul have expressed an interest in moving to a Regular Voting position.

Please select seven Regular board members.

**William Clancy**  
1713 N. Dove Tail Drive  
Ft. Pierce, FL 34982



To: Fort Pierce (Planning and Zoning)

From: William Clancy  
1713 N. Dove Tail Drive  
Fort Pierce, FL 34982

Date: January 14, 2013

To whom it may concern,

Please be advised that I am resigning from the position on the Planning and Zoning effected immediately.

Thank you for the opportunities that you have provided me throughout the years.

If I can help in anyway throughout this transition please do not hesitate to call me.

Sincerely,

A handwritten signature in cursive script, appearing to read "William Clancy".

William Clancy



# Interoffice Memorandum City Clerk's Office

TO: Rebecca Grohall, Planning Manager

FROM: Linda W. Cox, City Clerk *LWC*

SUBJECT: City Planning Board Appointments

DATE: December 30, 2013

Below is a current list of members of the above referenced board. As you can see, several members seen in **red** have terms expiring on February 28, 2014. Please let me know what steps you would like to take for either new appointments or reappointments. I have several old applications on file for this board that I have enclosed for your review.

MEMBERS	Represents	Resolution			
		No.	DISTRICT	APPOINTED	EXPIRES
J. Eloise Cumings		12-10	2	9/21/2009	2/28/2014
Marcia Baker		12-10	2	3/5/2012	2/28/2014
Steven M. Weaver		12-10	2	4/6/2009	2/28/2014
Bob Burdge		12-10	2	9/21/2009	2/28/2014
Phyllis Castro		12-20	1	3/7/2011	2/28/2014
Kimberly Slep		12-10	2	3/5/2012	2/28/2014
Timothy J. O'Connell		13-08	2	6/18/2012	2/28/2015
Robert H. Poitier, Jr.		13-08	1	2/5/1996	2/28/2015
John L. George		13-08	1	6/18/2012	2/28/2015
William Clancy		13-08	2	3/7/2011	2/28/2015
Brian Paul	(Alternate)	13-08	2	12/17/2012	2/28/2015
Erica Klevers Ganzi	(Alternate)	13-08	2	3/4/2013	2/28/2015

Board Notes: Sec. 2-221; Two-Year Terms; Two-Year Residence in City; 10 Members - plus 2 Alternates (Ord No. K-458); Commissioners and City Manager, Ex Officio. Compensation - \$10.00 per month. (Financial Disclosure required)



# CITY OF FORT PIERCE PLANNING BOARD



## APPLICATION for

X APPOINTMENT or REAPPOINTMENT

Name: ERICA KLEVERS GANZE, AICP

Address: 5 HARBOUR ISLES DR EAST UNIT 101  
FT PIERCE, FL 34949

Occupation: PLANNER Are you a U.S. Citizen: YES

Do you own a business that operates within the City of Fort Pierce: NO  
If Yes, list the address and nature of business: \_\_\_\_\_

Do you, now or in the future, plan to do business with the City of Fort Pierce: NO  
If Yes, in what capacity: \_\_\_\_\_

Are you employed by a business that is located within the City of Fort Pierce: NO  
If Yes, state the business and location: \_\_\_\_\_

Do you have special training or knowledge in the area of:  
Architecture \_\_\_\_\_ Engineering \_\_\_\_\_ Real Estate Brokering \_\_\_\_\_  
Contracting \_\_\_\_\_ Land Development X Other: COMPREHENSIVE PLANS

Describe your education, background, training, and knowledge in the above areas:  
SEE ATTACHED RESUME; 7 YEARS LAND USE PLANNING; 6 YEARS EMERGENCY MGMT PLANNING

Have you ever been convicted of a crime: NO If Yes, please explain: \_\_\_\_\_

6.9.12  
Date

[Signature]  
Signature

Contact information: Phone - CELL 727.417.5184  
Address 5 HARBOUR ISLES DR. UNIT 101  
FT PIERCE, FL 34949

Referred by: \_\_\_\_\_

**Erica Klevers Ganzi, AICP**  
5 Harbour Isle Drive East, Unit 101  
Fort Pierce, Florida 34949  
727.417.5184  
ericaganzi@gmail.com

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**Emergency Management Expertise:**

State Disaster Response Contractor

DSI Group, LLC

January 2010 to February 2011 / July 2012 to current

- State Public Assistance Coordinator St. Lucie County for Hurricane Isaac and Pasco County for Tropical Storm Debby
- Public Assistance Team Lead / Closeout Specialist for Palm Beach County Team

Federal Emergency Management Agency (FEMA) Disaster Response Contractor

URS Corporation

January 2006 to January 2010 / May 2011 to March 2012

- Communication Lead/Specialist in New Orleans, Louisiana for Hurricanes Katrina, Rita, Gustav and Ike
- Closeout Specialist in Bay, Holmes, Franklin, Palm Beach, St. Lucie and Broward Counties, Florida
- Team Lead, Orleans Parish Technical Assistance, New Orleans Office of Homeland Security to assist in the creation of the City Assisted Evacuation Plan (CAEP)
- Deputy Team Lead for the Long-term Community Recovery (ESF-14) Plan for Oberlin, Louisiana

**Planning and Land Use Expertise:**

WilsonMiller, Development Planning, Tampa, Florida

Planner

January 2004 to January 2006

- Large Scale Comprehensive Plan Amendments: Responsible for data collection, analysis, application completion, submittal and follow through for parcels ranging in size from 200 acres to 1,000 acres.
- Development of Regional Impact (DRI): Notice of Proposed Change (NOPC) applications, including buildout date extensions and Master Planned Unit Development (MPUD) applications requesting specific approval. Day to day management, including calculations of potential/available entitlements.
- Affordable Housing Studies: Based on East Coast Regional Planning Council methodology and Florida Statutes, assessing the Supply and Demand created by the commercial component of the DRIs.

URS Corporation, Tampa, Florida

Planner/Project Manager

May 2002 to January 2004

- South County Community Redevelopment Area (CRA) Plan: Project Planner responsible for data collection, strategy development, and public involvement activities for inner-city redevelopment.
- North Manatee/Palmetto Enterprise Zone Urban Infill and Redevelopment Area (UIRA) Plan: Identified strategies for physical improvements to complement economic and social advances.
- Imagine Manatee: Data collection and public involvement for a 50-year countywide visioning plan.
- Tampa Bay Water: Project Planner for land use planning services, including the review of all rezonings and land use changes within a specific Area of Interest.
- Florida Department of Transportation: Project Planner responsible for data collection and analysis for the viability of a public truck stop/rest area located on a major interstate.
- Eminent Domain: Evaluated comparable sales for the highest and best use.

Pasco County, Board of County Commissioners, Growth Management/Zoning Department

Planner II/Interim Senior Planner

April 2001 to May 2002

- Prepared and reviewed Bi-annual Amendments, Small Scale Development Amendments, Future Land Use Map Amendments, Amendments to the Comprehensive Plan, and DRI Comprehensive Plan Amendments using Florida Statutes. Reviewed Cultural Resource Assessments to determine the impact of development projects on archeological resources.
- Staff Liaison to the Citizen's Advisory Committee and Historical Preservation Committee.

- Project Coordinator for revision of the Telecommunication Ordinance.
- Grant Writer, Historic Preservation Grant: Prepared and defended the need for this grant before the Florida Historic Preservation Committee.

**City of Pensacola, Planning and Neighborhood Development, Neighborhood Enhancement Team**

**Extra Personnel Services (Grant Funded Position)**

April 2000 to March 2001

- Urban Infill and Redevelopment Area (UIRA) Grant: Prepared a successful grant application to fund various neighborhood redevelopment projects.
- Weed & Seed Federal Grant: Preparation of a successful grant application with assistance from Federal, State, and local law enforcement officials.
- University of West Florida - Community Outreach Partnership Center: gather and analyze economic, demographic, and market data used to support various other organizations.
- Community Development Block Grant (CDBG): development and analysis of data to support the distribution of CDBG funds for pedestrian improvements.
- Front Porch Florida: Assisted neighborhood residents in the organization, writing, and presentation of data.

**Education:**

**Master of Public Administration**, University of West Florida, December 1999

B.S., Business Administration, Marketing, University of West Florida, May 1997

Certificate of Further Study, European Union, University of Ulm, Germany, summer 1997

A.A., Business Administration, Indian River State (formerly Community) College, 1995

**Memberships:**

**American Planning Association, AICP, Certified Planner**

**City of Ft. Pierce Parks and Recreation Committee 2012, Chairman**

Florida Planning and Zoning Association, Suncoast Chapter, Past President

Pasco Economic Development Council, Past Member

Bay Area Legal Services, Past Steering Committee Member

Alpha Gamma Delta Women's Fraternity, Member



CITY OF FORT PIERCE

100 NORTH U.S. #1  
FORT PIERCE, FLORIDA 34950

RECEIVED

JAN 25 2013

CITY OF FORT PIERCE  
PLANNING & ZONING

OCT 23 2012

CITY OF FORT PIERCE  
PLANNING & ZONING

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Planning / ~~...~~ Board

Name: BRIAN R. PAUL

Phone: 772.579.0484

Address: 8 Harbor Isle East PH06  
FORT PIERCE FL 34950

Zip Code: 34950

Occupation: SELF EMPLOYED Are you a citizen of the United States? YES

Do you own a business that operates within the City of Fort Pierce? YES

If yes, list the address, and nature of said business: 735 North US # 2  
Pelican Seafood Company (Retail/wholesale Seafood)

Do you now or in the future plan to do business with the City of Fort Pierce? NO If yes, in what capacity? \_\_\_\_\_

Are you employed by a business that is located within the City of Fort Pierce? N/A

If yes, state the business and location: Please See Above

Do you have special training or knowledge in the area of:  
Architecture \_\_\_\_\_ Engineering \_\_\_\_\_ Real Estate Brokering \_\_\_\_\_  
Contracting \_\_\_\_\_ Land Development \_\_\_\_\_ Other areas: \_\_\_\_\_

Describe your education, background, training and knowledge in the above areas.  
GRADUATE OF Florida Atlantic University w/ Bachelor's  
In Business Administration, Lincoln Park Academy HS

Have you ever been convicted of a crime? Yes \_\_\_\_\_ No  If yes, what is the nature of the crime(s) you were convicted of: \_\_\_\_\_

Date: 10/23/2012

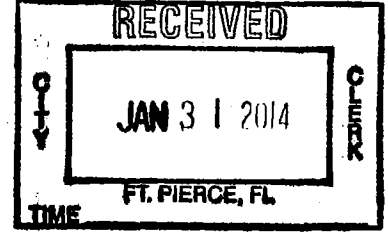
Signature: Brian R. Paul

Referred by: Ed Becht



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841



*Planning*

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Planning Board

Name: Steven M. Weaver, Sr.	Home Phone: 772-344-7100
Home Address: 1615 Thumb Point Drive, Fort Pierce, FL 34949	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: General Contractor , Real Estate Sales Person	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: RealTime Property & Development Services, Inc. 1615 Thumb Point Drive, Fort Pierce, FL 34949 General Contracting, Construction Management, Land Development	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: RealTime Property & Development Services, Inc.; 1615 Thumb Point Drive, Fort Pierce, FL 34949 and Coldwell Banker Hoyt C. Murphy Realtors; 411 S. US 1, Fort Pierce, FL 34950	
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Other: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Describe your education, background, training and knowledge in the above area(s): Florida Unlimited General Contracting License; Florida Real Estate License; 30 years experience in Construction, Real Estate, & Land Development; skilled at interpreting Building & Zoning Codes, Land Use Regulations, Architectural & Engineering Drawings, Plans, & Specifications.	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: Planning Board	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Date: 1/30/14	Referred by: Commissioner Rufus Alexander

*Signature of Steven M. Weaver, Sr.* 1/30/14

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at [lcox@city-ftpierce.com](mailto:lcox@city-ftpierce.com)



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

Rebecca  
1-28-14

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Planning Board

Name:	Bob Burdge	Home Phone:	772-466-0032
Home Address:	1302 Nebraska Ave. Apt. 1-C		
Are you a citizen of the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation:	Teacher in the School System of St. Lucie County for 33 years		
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No School System		
Do you have special training or knowledge in the area of:	Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No    Other: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>		
Describe your education, background, training and knowledge in the above area(s): Current member of Planning Board - Vice-Chairman. Past member of Community Wide Council. Past City Commissioner of Fort Pierce, 1988-1996. I hold a BA degree in political science.			
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board		
Have you ever been convicted of a crime? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Date:	1/28/13	Referred by:	

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at [lcox@city-ftpierce.com](mailto:lcox@city-ftpierce.com)



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

*Rebecca  
1-27-14*

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Planning Board

Name: <b>Kimberly Slep</b>	Home Phone: <b>772-466-8506</b>
Home Address: <b>111 Hialeah Ave Eort Pierce Florida 34982</b>	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <b>Transportation/elderly care</b>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No    Other: <span style="border: 1px solid black; padding: 2px;">building inspector/residential</span> Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>Planning and Zoning</b>	
Have you ever been convicted of a crime? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date: <b>1/27/2014</b>	Referred by: <b>Commissioners Sessions, Perona, Becht, Alexander, Mr. Benton, Mayor.</b>

Please return form to: City Clerk's Office - 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at [lcx@city-ftpierce.com](mailto:lcx@city-ftpierce.com)



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

*Rebecca  
1-16*

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Planning Board

Name: Eloise Cumings	Home Phone: 7724678885
Home Address: 1320 Bayshore Drive, Fort Pierce, FL 34949	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Real Estate Agent	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: ABC Realty, 946 Seaway Drive, Fort Pierce, FL 34949	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No    Other: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Describe your education, background, training and knowledge in the above area(s): I have my Realtor license, I work for a Real Estate Agency	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: Planning Board	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Date: 1/16/14	Referred by:



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

Rebecca  
1/15

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Planning Board

Name: Phyllis Castro	Home Phone: 772-240-1785
Home Address: 3405 Delaware Avenue, Fort Pierce, Florida 34947	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Accounting Manager	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Other: <span style="border: 1px solid black; padding: 2px;">Accounting</span> Describe your education, background, training and knowledge in the above area(s): Bachelors in Business - major in Accounting, former auditor with Deloitte & Touche - I specialized in governmental and not for profit accounting. Passed the real estate exam in the State of Hawaii.	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: Currently a member of the Planning Board	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Date: 1/15/13	Referred by: In prior year by Commissioners Becht and Perona

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at [lcox@city-ftpierce.com](mailto:lcox@city-ftpierce.com)

Rebecca  
1/15



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Planning Board

Name: Marcia Baker	Home Phone: (772)465-3718
Home Address: 1753 Seaway Drive Ft Pierce, Fl. 34949	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Insurance agent	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: Detached Insurance Sales Home Office 1753 Seaway Drive Business Tax Paid	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: Rains Insurance 204 N 2nd St	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No            Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No            Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No            Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No            Other: <span style="border: 1px solid black; padding: 2px;">Appraising and Property Insurance</span> Describe your education, background, training and knowledge in the above area(s): Licensed and practicing as a real estate broker, developer and appraiser for 40 years ( 1945-1985) Licensed and practicing as a property insurance agent 1990-to current date	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: Planning board member	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Date: 1/15/14	Referred by: Planning Staff



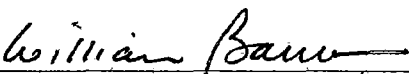
# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

*Planning  
2-14*

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Planning Board

Name: William Baumann	Home Phone: 9143887668
Home Address: 1112 Pine Avenue Fort Pierce, Florida, 34982	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Engineering Construction Inspector (currently retired)	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No    Other: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Describe your education, background, training and knowledge in the above area(s): Worked (over 25 years in government employment) as an Engineering Construction Inspector for N.Y. State DOT, Port Authority of NY & NJ, and Florida Dept. of Transportation. I possess a B.S. Degree and passed part A of Professional Engineer's exam. I am a Certified Construction Testing Technician by NICET and ACI. I have	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
	
Date: January 31, 2014	Referred by: available upon request

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at [lcov@city-ftpierces.com](mailto:lcov@city-ftpierces.com)



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

*Planning  
2-4*

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Planning Board

Name: Irene A. Szedlmayer	Home Phone: 956-854-5236
Home Address: 713 Easter Avenue, Fort Pierce, FL 34950	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: urban planner (unemployed); formerly practiced law	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Other: <span style="border: 1px solid black; padding: 2px;"> </span> Describe your education, background, training and knowledge in the above area(s): I have a Master degree in urban and regional planning, 6 years professional planning experience and a passion for the impact land use decisions have on current and future community prosperity, quality of life, and quality of the built environment. I am familiar with land development regulations and Comprehensive Plans.	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No I have also submitted applications expressing interest in the Community-wide Council, the Keep Fort Pierce Beautiful Committee and the Board of Adjustment.	
Have you ever been convicted of a crime? If yes, what was the nature of the crime(s) you were convicted of: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date: 1/31/14	Referred by: self, Darryl Bey

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at [lcox@city-ftpierce.com](mailto:lcox@city-ftpierce.com)



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

Rebecca  
1-27-14

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

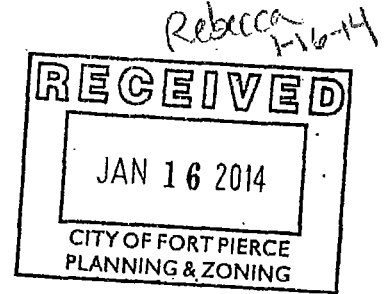
Choose Board from drop-down list: Choose an item: PLANNING BOARD

Name: <u>CHARLES HANEK</u>	Home Phone: <u>772 461-1788</u>
Home Address: <u>1701 GULFSTREAM AVE #711 FORT PIERCE FL 34949</u>	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>GENERAL CONTRACTOR</u>	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: <u>1701 GULFSTREAM AVE #711</u> <u>FT. PIERCE, FL 34949</u> <u>CONSTRUCTION</u>	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: <u>SEE ABOVE</u> <u>HANEK CONSTRUCTION</u>	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No    Other: <input type="checkbox"/> Yes <input type="checkbox"/> No Describe your education, background, training and knowledge in the above area(s): <u>MASTER OF SCIENCE MAJOR REAL ESTATE MSM DEGREE</u> <u>GENERAL CONTRACTOR 40+ YRS</u> <u>REAL ESTATE AGENT 40+ YRS</u>	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: <u>HISTORICAL BOARD ALTERNATE</u>	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Date: <u>1-27-14</u>	Referred by:



# CITY OF FORT PIERCE

100 NORTH U.S. #1  
FORT PIERCE, FLORIDA 34950



## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Planning Board

Name: Eduardo Mujica

Phone: (239) 848-8805

Address: 323 Hernando St  
Fort Pierce, FL

Zip Code: 34949

Occupation: Architect Are you a citizen of the United States? Yes

Do you own a business that operates within the City of Fort Pierce? No  
If yes, list the address, and nature of said business: \_\_\_\_\_

Do you now or in the future plan to do business with the City of Fort Pierce? No If yes, in what capacity? \_\_\_\_\_

Are you employed by a business that is located within the City of Fort Pierce? No  
If yes, state the business and location: \_\_\_\_\_

Do you have special training or knowledge in the area of:  
Architecture X Engineering \_\_\_\_\_ Real Estate Brokering \_\_\_\_\_  
Contracting \_\_\_\_\_ Land Development \_\_\_\_\_ Other areas: \_\_\_\_\_

Describe your education, background, training and knowledge in the above areas.  
Registered Architect in the State of New York  
License No: 035679, fifteen years of experience in USA

Have you ever been convicted of a crime? Yes \_\_\_\_\_ No X If yes, what is the nature of the crime(s) you were convicted of: \_\_\_\_\_

Date: 01-15-2014 Signature: [Signature]

Referred by: Glenda Cavalcanti



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

Rebecca  
12/30/13

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list:

Name: Carolyn Wexler	Home Phone: 401 258 1207
Home Address: 13 West Harbour Isle Dr #105 Fort Pierce, FL 34949	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Other: <input type="text" value="Law"/> Describe your education, background, training and knowledge in the above area(s): J.D., retired attorney RI, MA. Special Assistant Attorney General-- public utility rate regulation. MFA writing. Real estate investor. Renovations. Construction. Design. President of board of directors of Florida condo Association-- 3 years	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Date: November 18, 2013	Referred by:

Please return form to: City Clerk's Office - 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at [lcx@city-ftpierce.com](mailto:lcx@city-ftpierce.com)



# CITY OF FORT PIERCE

100 NORTH U.S. #1  
FORT PIERCE, FLORIDA 34950

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

PLANNING Board

Name: AL BERNETTI

Phone: 772-519-0482

Address: 1177 BAYSHORE DR. #207  
FT. PIERCE, FL.

Zip Code: 34949

Occupation: REAL ESTATE BROKER Are you a citizen of the United States? YES

Do you own a business that operates within the City of Fort Pierce? NO

If yes, list the address, and nature of said business: \_\_\_\_\_

Do you now or in the future plan to do business with the City of Fort Pierce? NO If yes, in what capacity? \_\_\_\_\_

Are you employed by a business that is located within the City of Fort Pierce? NO

If yes, state the business and location: \_\_\_\_\_

Do you have special training or knowledge in the area of:

Architecture \_\_\_\_\_ Engineering \_\_\_\_\_ Real Estate Brokering X

Contracting X Land Development X Other areas: \_\_\_\_\_

Describe your education, background, training and knowledge in the above areas.

CREATED AND MANAGED A 25 PERSON SALES STAFF  
DEVELOPED, BUILT HOMES, AND BROKEREAD REAL ESTATE IN OSCEOLA

Have you ever been convicted of a crime? Yes \_\_\_\_\_ No X If yes, what is the nature of the crime(s) you were convicted of: \_\_\_\_\_

Date: 11/20/12

Signature Al Bernetti

Referred by : \_\_\_\_\_



# CITY OF FORT PIERCE

100 NORTH U.S. #1  
FORT PIERCE, FLORIDA 34950

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Planning Board

Name: Mike Dahan

Phone: 812-9600

Address: 1805 Escalypus Av

Ft Pierce FL 34949 Zip Code: 34949

Occupation: Realtor Are you a citizen of the United States?     

Do you own a business that operates within the City of Fort Pierce? NO

If yes, list the address, and nature of said business:     

Do you now or in the future plan to do business with the City of Fort Pierce? NO If yes, in what capacity?     

Are you employed by a business that is located within the City of Fort Pierce? YES

If yes, state the business and location: Hoyte Murphy / Caldwell Bankers, South Hutchinson Island, Ft. Pierce

Do you have special training or knowledge in the area of:

Architecture      Engineering      Real Estate Brokering

Contracting      Land Development      Other areas:     

Describe your education, background, training and knowledge in the above areas.

Licensed Florida Realtor

Have you ever been convicted of a crime? Yes      No  If yes, what is the nature of the crime(s) you were convicted of:     

Date: 11/7/12

Signature M Dahan

Referred by: Comm. Perona



# CITY OF FORT PIERCE

100 NORTH U.S. #1  
FORT PIERCE, FLORIDA 34950

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Planning Board Advisory Board

Name: Jerome Z. Gayman

Phone: 772-940-2871

Address: 2555 Creekside Dr.

Ft. Pierce, FL 34981

Zip Code: 34981

Occupation: Administrator Are you a citizen of the United States? NO

Do you own a business that operates within the City of Fort Pierce? Yes

If yes, list the address, and nature of said business: Frontline For Kids, Inc.  
309 S. 7th Street, Ft. Pierce, FL 34950

Do you now or in the future plan to do business with the City of Fort Pierce? Yes If yes, in what capacity? I Run the program (Frontline), but no other business

Are you employed by a business that is located within the City of Fort Pierce? Yes

If yes, state the business and location: Frontline For Kids, Inc.  
309 S. 7th Street, Ft. Pierce, FL 34950

Do you have special training or knowledge in the area of:  
Architecture \_\_\_\_\_ Engineering \_\_\_\_\_ Real Estate Brokering \_\_\_\_\_  
Contracting \_\_\_\_\_ Land Development \_\_\_\_\_ Other areas:

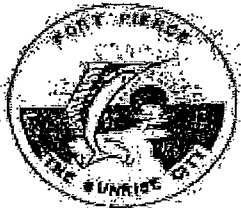
Describe your education, background, training and knowledge in the above areas.  
I have a BA & MA degrees in Sociology, 15 years of  
running Frontline For Kids, Inc. as the CEO/ED.

Have you ever been convicted of a crime? Yes \_\_\_\_\_ No  If yes, what is the nature of the crime(s) you were convicted of: \_\_\_\_\_

Date: 1/8/12

Signature: [Signature]

Referred by: Com. Rufus Alexander



# CITY OF FORT PIERCE

100 NORTH U.S. #1  
FORT PIERCE, FLORIDA 34950

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Planning Board

Name: Jay Thomas Hollenkamp

Phone: (772) 332-8747

Address: 647 N 2nd St

Fort Pierce, FL

Zip Code: 34950

Occupation: Lawyer Are you a citizen of the United States? Yes

Do you own a business that operates within the City of Fort Pierce? No

If yes, list the address, and nature of said business: \_\_\_\_\_

Do you now or in the future plan to do business with the City of Fort Pierce? No If yes, in what capacity? \_\_\_\_\_

Are you employed by a business that is located within the City of Fort Pierce? Yes

If yes, state the business and location: Neill, Griffin, Tierney, Neill & Marquis, Chartered  
311 South Second Street, Ste 200, Fort Pierce, FL 34949

Do you have special training or knowledge in the area of:

Architecture \_\_\_\_\_ Engineering \_\_\_\_\_ Real Estate Brokering \_\_\_\_\_

Contracting \_\_\_\_\_ Land Development \_\_\_\_\_ Other areas: Law

Describe your education, background, training and knowledge in the above areas.

My background is corporate bankruptcy law and entrepreneurship.

Have you ever been convicted of a crime? Yes \_\_\_\_\_ No X If yes, what is the nature

of the crime(s) you were convicted of: \_\_\_\_\_

Date: 1/22/12

Signature:

Referred by :



# CITY OF FORT PIERCE

100 NORTH U.S. #1  
FORT PIERCE, FLORIDA 34950

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Planning Board \_\_\_\_\_ Board \_\_\_\_\_

Name: William McNeely, Jr.  
Address: 2705 Sunrise Blvd.  
Ft. Pierce, Florida

Phone: 772-465-9327

Zip Code 34982

Occupation: Retired Are you a citizen of the United States? Yes

Do you own a business that operates within the City of Fort Pierce? No  
If yes, list the address, and nature of said business: \_\_\_\_\_

Do you now or in the future plan to do business with the City of Fort Pierce? No If yes, in what capacity? \_\_\_\_\_

Are you employed by a business that is located within the City of Fort Pierce? NO  
If yes, state the business and location: \_\_\_\_\_

Do you have special training or knowledge in the area of:

Architecture  \_\_\_\_\_ Engineering \_\_\_\_\_ Real Estate Brokering \_\_\_\_\_  
Contracting \_\_\_\_\_ Land Development \_\_\_\_\_ Other areas: Environmental Science

Describe your education, background, training and knowledge in the above areas:  
Retired Instructor - Indian River State College Arts & Science Dept.  
Retired Superintendent of Safety & Aquatics - St. Lucie County

Have you ever been convicted of a crime? Yes \_\_\_\_\_ No  If yes, what is the nature of the crime(s) you were convicted of: \_\_\_\_\_

Date: January 30 2013

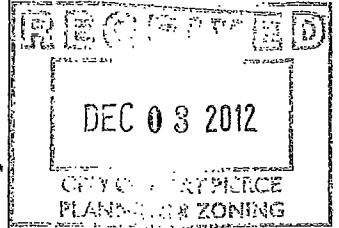
Signature \_\_\_\_\_

Referred by :



CITY OF FORT PIERCE

100 NORTH U.S. #1  
FORT PIERCE, FLORIDA 34980



APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Planning Board

Name: Robert Plowden

Phone: 772-267-7486

Address: 2708 Bennett Dr

Fort Pierce, FL

Zip Code: 34982

Occupation: Teacher Are you a citizen of the United States? Yes

Do you own a business that operates within the City of Fort Pierce? No

If yes, list the address, and nature of said business: N/A

Do you now or in the future plan to do business with the City of Fort Pierce?  If yes, in what capacity? Grant Programs

Are you employed by a business that is located within the City of Fort Pierce? \_\_\_\_\_  
If yes, state the business and location: \_\_\_\_\_

Do you have special training or knowledge in the area of:

Architecture \_\_\_\_\_ Engineering \_\_\_\_\_ Real Estate Brokering \_\_\_\_\_  
Contracting \_\_\_\_\_ Land Development \_\_\_\_\_ Other areas: Planning / Public Policy

Describe your education, background, training and knowledge in the above areas.

I'm recent College graduate. I'm a 6th grade School teacher. I was born and raised Fort Pierce, FL. I attended Lincoln Park Academy. I have knowledge in Planning

Have you ever been convicted of a crime? Yes \_\_\_\_\_ No  If yes, what is the nature of the crime(s) you were convicted of: \_\_\_\_\_

Date: 11/29/12

Signature: [Handwritten Signature]

Referred by :



# CITY OF FORT PIERCE

100 NORTH U.S. #1  
FORT PIERCE, FLORIDA 34950

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

PLANEN BOARD Board

Name: CARLO SACCO

Phone: 772-672-4401

Address: 400 MARINER BAY BLVD  
Fort Pierce, Florida

Zip Code: 34949

Occupation: Business Owner Are you a citizen of the United States? Yes

Do you own a business that operates within the City of Fort Pierce? Yes

If yes, list the address, and nature of said business: 141 MELODY LANE  
Cafe/Restaurant Uncle Carlo's Gelato

Do you now or in the future plan to do business with the City of Fort Pierce? \_\_\_\_\_ If yes, in what capacity? \_\_\_\_\_

Are you employed by a business that is located within the City of Fort Pierce? \_\_\_\_\_

If yes, state the business and location: \_\_\_\_\_

Do you have special training or knowledge in the area of:  
Architecture \_\_\_\_\_ Engineering \_\_\_\_\_ Real Estate Brokering \_\_\_\_\_  
Contracting X Land Development \_\_\_\_\_ Other areas: \_\_\_\_\_

Describe your education, background, training and knowledge in the above areas.  
High School, Owned & operated a concrete business  
for 32 years and built homes.

Have you ever been convicted of a crime? Yes \_\_\_\_\_ No X If yes, what is the nature of the crime(s) you were convicted of: \_\_\_\_\_

Date: 4-13-11

Signature: [Handwritten Signature]

Referred by: Christine Lake



# CITY OF FORT PIERCE

100 NORTH U.S. #1  
FORT PIERCE, FLORIDA 34950

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Planning Board

Name: Rebecca Grant Ascoli

Phone: 561-693-8582

Address: 20 Orange Ave., Unit 202  
Fort Pierce, FL 34950

Zip Code: 34950

Occupation: civil engineer - retired Are you a citizen of the United States? Yes

Do you own a business that operates within the City of Fort Pierce? No

If yes, list the address, and nature of said business: \_\_\_\_\_

Do you now or in the future plan to do business with the City of Fort Pierce? No If yes, in what capacity? \_\_\_\_\_

Are you employed by a business that is located within the City of Fort Pierce? No

If yes, state the business and location: \_\_\_\_\_

Do you have special training or knowledge in the area of:

Architecture \_\_\_\_\_ Engineering X Real Estate Brokering \_\_\_\_\_

Contracting \_\_\_\_\_ Land Development \_\_\_\_\_ Other areas: \_\_\_\_\_

Describe your education, background, training and knowledge in the above areas.

Please see attached resume.

Have you ever been convicted of a crime? Yes \_\_\_\_\_ No X If yes, what is the nature of the crime(s) you were convicted of: \_\_\_\_\_

Date: Oct. 30, 2012

Signature Rebecca Grant Ascoli

Referred by: \_\_\_\_\_

### Board of Adjustment 2013 Attendance

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Joyce Calvert	x	P	P	x	x	P	P	P	x	P	P	x
Clem Benton, Jr.	x	P	P	x	x	P	P	P	x	P	P	x
Betty Beavin	x	P	P	x	x	P	P	P	x	P	E	x
William Nunn	x	P	P	x	x	E	P	P	x	P	P	x

### Planning Board 2013 Attendance

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Eloise Cummings	x	x	P	x	P	P	P	E	P	P	P	P
Marcia Baker	x	x	P	x	P	P	P	P	P	P	E	P
Steve Weaver	x	x	P	x	P	P	P	E	E	P	P	P
Bob Burdge	x	x	P	x	P	P	P	P	P	P	P	P
Phyllis Castro	x	x	P	x	P	P	E	P	P	P	E	P
Kimberly Slep	x	x	P	x	P	E	P	P	P	P	P	P

P – Present

E – Excused Absence

A – Absent

X- No Meeting Held

## **Board of Adjustment**

### **Joyce Calvert**

Present – 7

Excused Absence - 0

Absent – 0

### **Clem Benton, Jr.**

Present – 7

Excused Absence - 0

Absent - 0

### **Betty Beavin**

Present – 6

Excused Absence – 1

Absent - 0

### **William Nunn**

Present – 6

Excused Absence – 1

Absent - 0

## **Planning Board**

### **Eloise Cummings**

Present – 8

Excused Absence – 1

Absent - 0

### **Marcia Baker**

Present – 8

Excused Absence – 1

Absent - 0

### **Steve Weaver**

Present – 7

Excused Absence – 2

Absent - 0

### **Bob Burdge**

Present – 9

Excused Absence – 0

Absent - 0

### **Phyllis Castro**

Present – 7

Excused Absence – 2

Absent - 0

### **Kimberly Slep**

Present – 8

Excused Absence – 1

Absent - 0



# Interoffice Memorandum

## City Clerk's Office

---

TO: Mayor Linda Hudson  
Commissioner Rufus Alexander  
Commissioner Edward Becht  
Commissioner Thomas Perona  
Commissioner Reginald Sessions

FROM: Linda W. Cox, City Clerk

SUBJECT: Planning Board

DATE: February 18, 2014

Attached is a Worksheet for you to use in appointing members to the Planning Board. Applications that have been submitted for appointment to the Board are provided as part of your agenda packet along with this memo.

**PLEASE RETURN THE COMPLETED WORKSHEET TO THE CITY CLERK BY 12:00 NOON ON FRIDAY, FEBRUARY 21, 2014.**

You can fax your worksheet to 467-3841 or email me at [LCox@City-FtPierce.com](mailto:LCox@City-FtPierce.com).

Please remember, I need time to tally the results PRIOR TO THE MEETING. If you have any questions, give me a call at 467-3052.

Planning Board

Sec. 2-221; Two-Year Terms; Two-Year Residence in City; 10 Members - plus 2 Alternates (Ord No. K-458); Commissioners and City Manager, Ex Officio. Compensation - \$10.00 per month. (Financial Disclosure required)

7 Vacancies – 6 regular and 1 regular filling the unexpired term of Bill Clancy.

Please vote for seven members using NUMBERS in order of preference. Top six vote getters will be named as regular members and the seventh will be named to fill the unexpired term of Bill Clancy which expires 2/28/2015.

NAME	INSERT NUMBERS 1 -7 TO INDICATE YOUR ORDER OF PREFERENCE
Al Bernetti	
Bob Burdge (regular)	
Brian Paul (alternate)	
Carlo Sacco	
Carolyn Wexler	
Charles Hayek	
Eduardo Mujica	
Eloise Cumings (regular)	
Erica Ganzi (alternate)	
Irene Szedlmayer	
Jay Thomas Hollenkamp	
Jerome Gayman	
Kimberly Slep (regular)	
Marcia Baker (regular)	
Mark Dahan	
Phyllis Castro (regular)	
Rebecca Grant Ascoli	
Robert Plowden	
Steve Weaver (regular)	
William Beaumann	
William McNeely, Jr.	

Submitted by: \_\_\_\_\_

**City Commission Regular Meeting**

**Agenda Item # 12. f.**

**Meeting Date:** 02/18/2014

**Re:** Appointment/Reappointment to the Board of Adjustment

**Submitted For:** Rebecca Grohall, Planning & Zoning Manager, Planning & Zoning

---

**SUBJECT:**

Submittal of applications for appointment/reappointment to the Board of Adjustment.

**SUMMARY:**

Four terms are expiring on the Board of Adjustment:

- Joyce Calvert
- Clem Benton, Jr.
- Betty Jo Beavin
- William Nunn

To date, Ms. Calvert, Mr. Benton, Ms. Beavin and Mr. Nunn have submitted applications seeking reappointment. Additionally, applications have been received from David Sowerby, William Beamann, Ralph Fogg, and Irene Szedlmayer.

**RECOMMENDATION:**

Select four candidates for appointment/reappointment at the March 3, 2014 meeting.

**ALTERNATIVES:**

Do not approve all or some of the applications.

**RESPONSIBLE STAFF:**

Rebecca Grohall, Planning Manager

**COORDINATED WITH:**

Linda Cox, City Clerk

---

**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

No fiscal impact.

---

**Attachments**

Staff Memo

Memo from City Clerk

Applications received

Attendance Record

Voting Worksheet - BOA

---

### Form Review

**Inbox**

City Manager

City Manager

Form Started By: Rebecca Grohall

Final Approval Date: 02/07/2014

**Reviewed By**

Rebecca Grohall

Robert Bradshaw

**Date**

02/06/2014 03:22 PM

02/07/2014 11:34 AM

Started On: 02/06/2014 02:13 PM



# CITY OF FORT PIERCE

## PLANNING DEPARTMENT

REBECCA GROHALL, AICP, PLANNING MANAGER  
COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW  
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN FORESTRY ♦ ZONING

---

**TO:** The Honorable Mayor and City Commissioners

**THRU:** Robert J. Bradshaw, City Manager

**FROM:** Rebecca Grohall, AICP, Planning Manager

**SUBJECT:** Board of Adjustment

**DATE:** February 6, 2014

---

Four terms are expiring on the Board of Adjustment, two regular members (Ms. Calvert and Mr. Benton) and two alternates (Ms. Beavin and Mr. Nunn).

Please find enclosed applications from Joyce Calvert, Clem Benton, Jr., BJ Beavin, and William Nunn for reappointment to the Board of Adjustment.

Additionally, applications have been received from David Sowerby, William Beamann, Ralph Fogg, and Irene Szedlmayer.

At the February 18<sup>th</sup> meeting please select two regular members and two alternates. I have included attendance records for 2013.



# Interoffice Memorandum

## City Clerk's Office

---

TO: Rebecca Grohall, Planning Manager

FROM: Linda W. Cox, City Clerk *LWC*

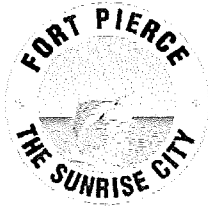
SUBJECT: Board of Adjustment Appointments

DATE: December 30, 2013

Below is a current list of members of the above referenced board. As you can see, several members seen in **red** have terms expiring on February 28, 2014. Please let me know what steps you would like to take for either new appointments or reappointments. I do not currently have any new applications on file for this board.

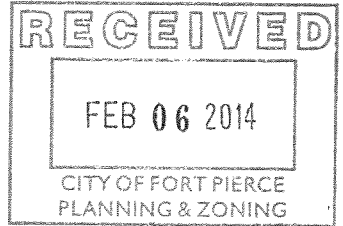
MEMBERS	Represents	Resolution No.	DISTRICT	APPOINTED	EXPIRES
Joyce L. Calvert			2	3/5/1979	2/28/2014
Clem C. Benton, Jr.			1	12/6/1982	2/28/2014
Betty Jo Beavin	(Alternate)		2	8/15/2011	2/28/2014
William Nunn	(Alternate)		2	9/6/2011	2/28/2014
Bennie Clark		12.11	1	3/2/1987	2/28/2015
Bret R. McCain		13.06	2	3/16/2009	2/28/2016
James A. Crist		13.06	2	3/7/2011	2/28/2016

Board Notes: Sec. 22-147(a) - 5 Members and 2 Alternates; Three-Year Terms. Compensation - \$10.00 per meeting attended. (Financial Disclosure required)



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841



## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Board of Adjustment

Name:	Clem C. Benton, Jr.	Home Phone:	772-465-2093
Home Address:	1707 Avenue M, Fort Pierce, FL 34950		
Are you a citizen of the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Occupation:	Retired		
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Other: <input type="text" value="Insurance"/> Describe your education, background, training and knowledge in the above area(s): Licensing by the State of Florida as a general insurance & bail bond agent in 1964. In business in Fort Pierce for more than 30 years.			
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Board of Adjustment		
Have you ever been convicted of a crime? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Date:	1/28/14	Referred by:	

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at [lcox@city-ftpierce.com](mailto:lcox@city-ftpierce.com)



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

*Roberta  
1-30-14*

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Choose an item *Board of Adjustment*

Name: <i>Joyce L. Calvert</i>	Home Phone: <i>772 464 3393</i>
Home Address: <i>1007 Grandview Bl., Ft. Pierce FL 34982</i>	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <i>real estate broker</i>	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: <i>1007 Grandview Bl. <del>FL</del> Fort Pierce FL 34982</i>	
Do you now or in the future plan to do business with the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No    Other: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: <i>Board of Adjustment</i>	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Date: <i>1/27/2014</i>	Referred by: <i>Grover Leslie, Former City Commissioner in 1979</i>



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

*Received  
01/27/14*

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Board of Adjustment

Name: William Nunn	Home Phone: 772-595-3717
Home Address: 1807 S. Indian River Dr., Fort Pierce, FL 34950	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Development Consultant	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: Due diligence and permitting for commercial development.	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: West Marine 1857 N. U.S. 1	
Do you have special training or knowledge in the area of: Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Other: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Describe your education, background, training and knowledge in the above area(s): Bachelor of Arts Degree from UCF in Legal Studies also I have worked with Architects, Engineers, Contractors and Real Estate Developers in the course of conducting my business. Also I have sat on two Planning Boards and also on the Housing Authority for the City of Fort Pierce.	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: The Housing Authority for the City of Fort Pierce and the Board of Zoning and Adjustment for the City of Fort Pierce.	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Date: 1/27/14	Referred by: Former Mayor Bob Benton

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at [lcox@city-ftpierce.com](mailto:lcox@city-ftpierce.com)



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

*Rebecca  
1-30-14*

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Board of Adjustment

Name: B.J. Beavin	Home Phone: 678-431-2253
Home Address: 2400 South Ocean Drive, #7616, Fort Pierce, FL 34949	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Executive Assistant	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: Harbor Branch Oceanographic Institute Foundation - part-time	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No            Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No            Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No            Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No            Other: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: Board of Adjustment, City of Fort Pierce	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Date: 1/30/14	Referred by:

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at lcox@city-ftpierce.com



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

*1-27-14 Rebecca*

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Board of Adjustment

Name: David N. Sowerby	Home Phone: (772) 465-7749
Home Address: 1626 Thumb Point Dr., Fort Pierce, FL 34949	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Attorney	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: Melville & Sowerby, P.L., Attorneys at Law 2940 South 25th Street Fort Pierce, FL 34981	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: Melville & Sowerby, P.L. 2940 South 25th Street Fort Pierce, FL 34981	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Other: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Describe your education, background, training and knowledge in the above area(s): Board Certified Real Estate Attorney	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Date: 1/27/14	Referred by:

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at lcox@city-ftpierce.com



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

*Planning  
2-4*

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Board of Adjustment

Name: William Baumann	Home Phone: 9143887668
Home Address: 1112 Pine Avenue Fort Pierce, Florida, 34982	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Engineering Construction Inspector (currently retired)	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No    Other: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Describe your education, background, training and knowledge in the above area(s): Worked (over 25 years in government employment) as an Engineering Construction Inspector for N.Y. State DOT, Port Authority of NY & NJ, and Florida Dept. of Transportation. I possess a B.S. Degree and passed part A of Professional Engineer's exam. I am a Certified Construction Testing Technician by NICET and ACI. I have	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
<i>William Baumann</i>	
Date: January 31, 2014	Referred by: available upon request

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at [lcox@city-ftpierce.com](mailto:lcox@city-ftpierce.com)



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

*Planning  
2-4*

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Board of Adjustment

Name: <b>Ralph h fogg</b>	Home Phone: <b>772 201-7312</b>
Home Address: <b>5407 citrus ave fort pierce 34982</b>	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <b>sales</b>	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: <b>RALPHS PLACE ,AUTO SALES</b>	
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: <b>auto sales ///3801 s us#1</b>	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No    Other: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Describe your education, background, training and knowledge in the above area(s): <b>38 years business experience /9 years st lucie county code compliance / chairman 3yrs</b>	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify: <b>county yes!!</b>	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Date: <b>1/31/14</b>	Referred by: <b>ken waters</b>

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at [lcx@city-ftpierce.com](mailto:lcx@city-ftpierce.com)



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3000 FAX (772) 467-3841

*Planning  
2-4*

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Choose Board from drop-down list: Board of Adjustment

Name: Irene A. Szedlmayer	Home Phone: 956-854-5236
Home Address: 713 Easter Avenue, Fort Pierce, FL 34950	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: urban planner (unemployed); formerly practiced law	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Other: <span style="border: 1px solid black; padding: 2px;"> </span> Describe your education, background, training and knowledge in the above area(s): I have a Master degree in urban and regional planning, 6 years professional planning experience and a passion for the impact land use decisions have on current and future community prosperity, quality of life, and quality of the built environment. I am familiar with land development regulations and Comprehensive Plans.	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify: I have also submitted applications expressing interest in the Community-wide Council, the Keep Fort Pierce Beautiful Committee and the Planning Board.	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Date: 1/31/14	Referred by: self, Darryl Bey

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950  
or via email at [lcx@city-ftpierce.com](mailto:lcx@city-ftpierce.com)

### Board of Adjustment 2013 Attendance

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Joyce Calvert	x	P	P	x	x	P	P	P	x	P	P	x
Clem Benton, Jr.	x	P	P	x	x	P	P	P	x	P	P	x
Betty Beavin	x	P	P	x	x	P	P	P	x	P	E	x
William Nunn	x	P	P	x	x	E	P	P	x	P	P	x

### Planning Board 2013 Attendance

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Eloise Cummings	x	x	P	x	P	P	P	E	P	P	P	P
Marcia Baker	x	x	P	x	P	P	P	P	P	P	E	P
Steve Weaver	x	x	P	x	P	P	P	E	E	P	P	P
Bob Burdge	x	x	P	x	P	P	P	P	P	P	P	P
Phyllis Castro	x	x	P	x	P	P	E	P	P	P	E	P
Kimberly Slep	x	x	P	x	P	E	P	P	P	P	P	P

P – Present

E – Excused Absence

A – Absent

X- No Meeting Held

## **Board of Adjustment**

### **Joyce Calvert**

Present – 7

Excused Absence - 0

Absent – 0

### **Clem Benton, Jr.**

Present – 7

Excused Absence - 0

Absent - 0

### **Betty Beavin**

Present – 6

Excused Absence – 1

Absent - 0

### **William Nunn**

Present – 6

Excused Absence – 1

Absent - 0

## **Planning Board**

### **Eloise Cummings**

Present – 8

Excused Absence – 1

Absent - 0

### **Marcia Baker**

Present – 8

Excused Absence – 1

Absent - 0

### **Steve Weaver**

Present – 7

Excused Absence – 2

Absent - 0

### **Bob Burdge**

Present – 9

Excused Absence – 0

Absent - 0

### **Phyllis Castro**

Present – 7

Excused Absence – 2

Absent - 0

### **Kimberly Slep**

Present – 8

Excused Absence – 1

Absent - 0



# Interoffice Memorandum

## City Clerk's Office

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TO: Mayor Linda Hudson  
Commissioner Rufus Alexander  
Commissioner Edward Becht  
Commissioner Thomas Perona  
Commissioner Reginald Sessions

FROM: Linda W. Cox, City Clerk

SUBJECT: Board of Adjustment

DATE: February 18, 2014

Attached is a Worksheet for you to use in appointing members to the Board of Adjustment. Applications that have been submitted for appointment to the Board are provided as part of your agenda packet along with this memo.

**PLEASE RETURN THE COMPLETED WORKSHEET TO THE CITY CLERK BY 12:00 NOON ON FRIDAY, FEBRUARY 21, 2014.**

You can fax your worksheet to 467-3841 or email me at [LCox@City-FtPierce.com](mailto:LCox@City-FtPierce.com).

Please remember, I need time to tally the results PRIOR TO THE MEETING. If you have any questions, give me a call at 467-3052.

Board of Adjustment

Sec. 22-147(a) - 5 Members and 2 Alternates; Three-Year Terms. Compensation - \$10.00 per meeting attended. (Financial Disclosure required)

4 Vacancies – 2 regular and 2 alternates

Please vote for two members each for regular and alternates using NUMBERS in order of preference.

	REGULAR MEMBERS	ALTERNATE MEMBERS
NAME	INSERT NUMBERS 1 -2 TO INDICATE YOUR ORDER OF PREFERENCE	INSERT NUMBERS 1 -2 TO INDICATE YOUR ORDER OF PREFERENCE
Joyce Calvert (regular)		
Clem Benton, Jr. (regular)		
BJ Beavin (alternate)		
Bill Nunn (alternate)		
David Sowerby		
William Beamann		
Ralph Fogg		
Irene Szedlmayer		

Submitted by: \_\_\_\_\_

**City Commission Regular Meeting**

**Agenda Item # 13. a.**

**Meeting Date:** 02/18/2014

**Re:** Department Activity Report

**Submitted For:** Robert Bradshaw, City Manager

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**SUBJECT:**

Department Activity Report

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**Attachments**

City Manager's Activity Report

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**Form Review**

**Inbox**

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 02/10/2014

**Reviewed By**

Robert Bradshaw

**Date**

02/10/2014 12:45 PM

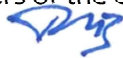
Started On: 02/07/2014 04:11 PM



# Interoffice Memorandum

FROM THE OFFICE OF THE  
CITY MANAGER

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TO: The Honorable Mayor and Members of the City Commission  
FROM: Robert J. Bradshaw, City Manager   
RE: Department Activity Report  
DATE: February 7, 2014

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The information that follows is intended to keep the Commission abreast of the on-going activities, issues, programs and services within the City.

## City Manager's Office

### City Manager

- The City Manager and Deputy City Manager met with Bill Clancy to discuss City issues.
- The Deputy City Manager attended a meeting regarding Lincoln Park neighborhood infrastructure improvement project.
- The Deputy City Manager attended a meeting to discuss the King Plant cleanup payment process.
- The Deputy City Manager met with both GIS Analysts regarding backup documentation for the CRA Advisory Committee meeting.
- The City Manager met with the City Engineer regarding a complaint concerning a closed lane.
- The Deputy City Manager attended a meeting with State Representative Lee and FDOT Secretary Wolfe regarding legislative issues.
- The City Manager and Deputy City Manager attended a meeting with a potential new employer.
- The Deputy City Manager attended the FPRA CRA Advisory Committee meeting.
- The City Manager and Deputy City Manager met with Commissioner Alexander regarding City issues.
- The City Manager and Deputy City Manager attended a meeting regarding Teamsters negotiation strategy.
- The Deputy City Manager met with the Code Compliance Manager, Finance Director, Chief Accountant and Grants Administrator to discuss CDBG code enforcement accounting.
- The Deputy City Manager met with the City Engineer to discuss the fertilizer ordinance and timed openings of the North Bridge.

City Manager's Office contd.

- The City Manager and Deputy City Manager met with the City Attorney to discuss outstanding mortgages.
- The City Manager and Deputy City Manager met with the Planning Manager to discuss annexation and CRA boundary expansion.
- The City Manager and Deputy City Manager met with the City Attorney to discuss multiple legal issues.
- The City Manager attended the Harbour Isle mediation.
- The City Manager, Deputy City Manager and Planning Manager participated in a conference call with the consultant regarding the CRA expansion report.
- The City Manager and Deputy City Manager met with the Golf Course Manager regarding departmental issues.
- The City Manager, Deputy City Manager and City Engineer met with a representative from South Florida Water Management District to discuss assistance for the Indian Hills Recreation Area (FKA Heathcote) project.
- The City Manager attended the FPUA Board meeting on February 4, 2014.
- The Deputy City Manager met with Kimberly Clark and Barbara Copeland regarding utilization of the HDRC gymnasium.
- The City Manager met with the City Attorney and Commissioner Perona regarding legal issues.
- The Deputy City Manager, Chief Accountant and FEMA Project Manager met with four Oaks property owners regarding mortgage issues.
- The Deputy City Manager, City Clerk, Planning Manager and Executive Assistant interviewed 5 candidates for the Marketing Specialist position.
- The Deputy City Manager and Executive Assistant participated in the weekly Fitness Challenge.
- The City Manager and Deputy City Manager met with the Mayor weekly to discuss current City issues.
- The Deputy City Manager attended the pre-proposal meeting regarding RFQ No. 2014-010, website redesign.
- The Deputy City Manager met with the Grants Administrator regarding SHIP program requirements.
- The Deputy City Manager attended a meeting with the City Engineer and Mike Jacquin regarding a ground breaking event for Indian Hills Recreation Area.

**City Clerk's Office**

- Gave assistance and answered questions to the walk-in public on various aspects of Business Tax Receipts which included but not limited to:  

New Applications: 22                      Renewals: 75                      Transfers: 1
- Gave assistance and answered questions to the walk-in contractors on various aspects of Contractor's Licensing which included but not limited to:  

New Applications: 13                      Renewals: 7
- Gave assistance and answered questions from the public who have contacted office by telephone.
- Gave assistance and answered questions received by the public via e-mail through the City's web-page.
- Assisted the public by researching and providing copies of various requested public records.
- Assisted the public, various departments, newspaper and other government entities by providing DVD copies of various commission meetings.
- Assisted public by processing and providing receipt for animal registrations payment.
- Assisted Code Compliance Manager by processing payment and providing receipt for check received from United For Animals for animal registrations from Dr. Dan's Animal Hospital.
- On-going updating of contractors' records for current Liability Insurance, Workman Compensation Insurance, and State License information.
- Checked for completeness all paperwork submitted by contractors to go before the Board of Examiners of Contractors on February 11, 2014.
- Prepared all necessary paperwork submitted by contractors into packets for the Board of Examiners of Contractors agenda for the February 11, 2014 meeting.
- Preparation of legal advertisements, letters, resolutions, & ordinances for various departments for upcoming City Commission agenda items.
- Preparation of several Proclamations.
- Attended, recorded and transcribed minutes of the Fort Pierce City Commission Meeting held on February 03, 2014.
- License/Permit Clerks contacting businesses who did not renew Business Tax by September 30, 2013 to inquire if still in business and notify that Business Tax has expired and must be renewed.
- Revenue Recovery working with Code Enforcement personnel on new businesses within the city limits that have not applied for a Business Tax Receipt.
- Licensing/Permit Clerks and Licensing Specialist/Deputy City Clerk working on revenue recovery project by checking list obtained from Fort Pierce Utilities of commercial utility customers to make sure have Business Tax Receipt for the City.
- Licensing/Permit Clerk working with Building Department Permit Specialist to contact business tax applicants to set up appointments for building inspections and other issues associated with a business tax application.
- Daily balancing process of cash receipts and submittal to Finance Department for bank deposit.

**City Clerk's Office contd.**

- On-going implementation of computerization of deed, alleyway and right-of-way records.
- On-going implementation of computerization of annexation records.
- On-going implementation of scanning City Commission Agenda Packets onto DVD's.
- On-going implementation of scanning City Commission Meeting minutes, ordinances, resolutions, and the Fort Pierce Redevelopment Meeting minutes into the Optiview system.
- Assisting MIS Department in correcting and adding unit numbers to existing address data base.
- Preparation and delivering to St Lucie County Courthouse recording division various paperwork to be recorded.
- Assisting Finance Department by signing and affixing the City Seal to necessary paperwork associated with release of liens.
- Assisting Planning Department personnel answering questions pertaining to business tax applications.
- Assisted Planning Department personnel by researching and providing copies of various ordinances, rezoning, conditional uses and annexations.
- Assisted Planning Department personnel by researching and providing the cost for legal advertising of various projects they are processing.
- Assisted City Attorney Office by doing research on various city issues.
- License Permit Specialist/Deputy City Clerk working on an on-going record retention projects.
- On-going implementation of updating various forms and having them accessible through the City of Fort Pierce website.
- Licensing/Permit Clerk Joyce Kobbe, co-chair of the City's Relay for Life Committee, attended staff meeting on February 3, 2014 to talk to department heads concerning the Relay For Life and the City's team.
- Assisted the public with receipting, processing and routing to various departments for approval the necessary paperwork to obtain a seasonal sales permit to sell flowers for Valentine's Day.
- City Clerk attended Economic Development Council Luncheon.
- City Clerk met with Economic Development Council site selector consultant.

### Administrative Services Department

- Procurement –
  1. Purchasing Manager chaired Pre-qualification Conference for RFQ No. 2014-010 King Plant Property Redevelopment.
  2. Purchasing Manager conducted Requisition training for FPRA staff member.
  3. Processed purchase orders and fiscal year blanket purchase orders.
  4. Processing and/or completion of awards to vendors/contractors approved by Commission.
  5. Meetings:
    - a) Director of Administrative Services conducted meetings with the Public Works Manager, and the H.R. Manager regarding personnel issues.
    - b) Director of Administrative Services and Chief Accountant conducted a teleconference with Health Equity Inc., regarding the Health Spending Account (HSA) and Flexible Spending Account (FSA).
    - c) Director of Administrative Services met with Union representatives from Teamsters Local No. 769 regarding Union negotiations.
  
- Human Resources –
  1. Coordinated Pre-employment physicals and background checks.
  2. Conducted New Employee Orientations
  3. Completed several Public Records requests.
  4. Advertised Promotional/Employment Opportunities.
  5. Created several Personnel Action forms for employees.
  6. Distributed monthly Reports to each department such as Accrual Register, Time Sheets and payroll register to Police Department.
  7. Processed Purchase Orders and requisitions.
  8. Verified payroll.
  9. Processed January and February, 2014 employee annual evaluations.
  10. Completed Verification of Employment/Loss of Income forms.
  
- Risk Management –
  1. Collaborated with Florida Blue to present "Portion Control" Seminar slated for February 13, 2014.
  2. Accident and Injury Reviews.
  3. Audited, Closed, and Processed WC Claims.
  4. Processed Insurance Subrogation.
  5. Consulted with the City Carrier Regarding Liability Claims.
  6. Processed day to day Risk Management Duties.

### Finance Department

- Met with Insurance Committee
- Attended Teamsters meeting
- Meeting with Deputy City Manager, Chief Accountant, Code Compliance Manager, and Grant Writer to discuss funding
- Met with homeowners on mortgage issues
- Completing Financials for Audit
- Day to Day Operations

**MIS Department**

- QRepWeb installed and ironing out different problems with SunGard.
- Transferring data to new file servers for several departments.
- Upgrading out of lease copiers for several departments.
- Checking State of Florida prices to enhance the router speed at City Hall and submitted work orders for all remote sites.
- Worked with Mayor and Commissioners on accessing the AgendaQuick Software via laptops and iPads.
- Instituted a new procedure to be used when new staff comes aboard or employees are given updated equipment.
- Deploying AppAssure Imaging, Backup, and de-duplication Citywide.
- Working with Facility Maintenance crew on room upgrades.
- Re-cable the Golf Course site and upgraded all POS stations. Also working with the State of Florida to upgrade the bandwidth to this site
- Awaiting arrival of new equipment for Commission Broadcasting Room.
- Working on new servers, racks and Intune software citywide.
- Working on citywide installation of AirWatch mobile device management (MDM) application.
- Working with Comcast and SLCTV Manager for moving to the new room in the Commission Chambers to house the Broadcasting equipment.
- Exploring cloud based options for different applications.
- Processing new computer equipment for various departments.
- Working on a WorkOptiFlow pilot program with the Police Department.
- Upgrading Pervasive application for Marina Program.
- Working with vendor Group Business Software and the migration is seventy percent complete to move Lotus Notes to the cloud.
- Working on Rights issue with NAS (on-going).
- Processing VOIP spread sheets for remaining remote sites (Marina and Sunrise Theatre) and gathering all information required including old numbers to be ported.
- Marina data room is currently being upgraded to handle a new data rack, servers. Transferring data to the new NAS device (on-going).
- Shelter Pro software roll out for Animal Control Officers to be loaded on City's application server.
- Major problems with email due to virus attacks to our system (on-going).
- Servers for Sunrise Theatre are being processed for distribution.
- Software integrations citywide (on-going).
- Working with AT&T and State of Florida on the fiber optic installation preparation for Public Works/Solid Waste (ongoing).
- Lotus Notes IQsuite e-mail spam, and archiving (ongoing).
- Updating MIS documentation and procedural policies (on-going).
- Received thirty two (32) new work orders and completed seventy two (72) work orders.

**Planning Department**

- Administrative/Meetings –
  1. All Staff members conducted 'Planner of the Day' duties on a rotating basis.
  2. Walk-ins/Call-ins.
  3. Minutes for Planning Board
  4. ZVL for 604-610 Ixoria Avenue
  5. Pre Bid Meeting for the HD King RFQ site
  
- Comprehensive Planning, Long Range Planning –
  1. 1110 N 29th Street - Pine Creek Village Apartments FLUA and Rezone
  2. 4100 Glades Cut-Off Road - Diamond R. Fertilizer – Rezone
  3. Annexation Strategy Report for the 2/10 Conference Agenda
  4. FPRA Expansion Report for the 2/10 Conference Agenda
  
- Development Review –
  1. Graceway Village - Site Plan Extension
  2. 3700 Okeechobee Road - Annexation - City Commission
  3. 25th St & Mississippi Ave - Family Dollar Site Plan - TRC Comment Coordination
  
- GIS/Mapping –
  1. Web edits/uploads
  2. GIS finalized Annexation Agreements (non-issue)
  3. GIS generated FLU map
  4. GIS analysis PASLC data
  5. Review tree removal analysis
  
- Historic Preservation –
  1. 219 N 2nd Street - HPB Meeting - Project Approved
  2. 104 N 2nd Street - HPB Meeting - Project Approved
  3. 517 S 8th Street - HPB Meeting - Project Approved

**Building Division**

- 7131 Okeechobee Rd (West Star) – The plan review has been completed for this project and we are waiting for the design professional to submit revisions.
- 1309 & 1311 Avenue E (Demolition) – The buildings at the above stated address have been demolished. It is noteworthy that these buildings were first condemned in 2000; thus, 14 years have passed since the beginning of this process. This speaks to the willingness of the Building Official and Staff to patiently work with property owners to help them explore all available remedies in order to bring their properties into compliance. Demolition is the last resort and is only authorized when the property owners refuse to take action to bring their properties into compliance.
- 2000 Hartman Rd (Hartman Medical Center) – This project is under construction.
- 8th Street and Moore's Creek (Moore's Creek Community Garden) – Final inspections were approved for this project and the garden is open for public use.
- 1001 N US Hwy 1 (Bowen Medical Center) – This project is under construction.
- 110 S Ocean Drive (Inlet Bar and Grill) – We are still waiting for the contractor to submit plans that will address the existing life safety issues. We will keep you informed of our progress in assisting them to bring this project to completion.

### Code Enforcement Division

- Hearings – Special Magistrate Blandino
  1. 5 violation hearings
    - a) 1 complied prior to hearing
    - b) 4 found in violation
  2. 3 penalty reduction requests
    - a) 1 fine reduction approved
    - b) 2 lien reductions forwarded to Commission for final approval
  
- Code Enforcement –
  1. Received 11 complaints
  2. Issued 14 written warnings
  3. Issued 0 citation
  4. Initiated 19 new cases: 13 general violations and 6 lot clearing violations
  5. Conducted 215 follow-up inspections
  6. Closed 200 cases
  
- Animal Control –
  1. Responded to 109 dispatched calls
  2. Conducted 173 self-initiated calls
  3. Conducted 58 follow-up investigations
  4. Issued citations and 6 written warnings
  5. Completed 5 bite reports
  
- Income & Expenses – All lien & fine case folders are being manually reviewed and updated to address past due accounts (on-going).
  
- Miscellaneous –
  1. All Code Officers working with the City Clerk's office to follow up on businesses that did not renew their Business Tax Receipts.
  2. Met with Gelencia Carter to discuss finalizing the PetData contract to outsource the animal licensing.
  3. Met with Mr. Mimms, Ms. Johnson, Johnna Morris and Libby Woodruff to discuss current year CDBG funds transfer and plan for next budget year.
  4. Met with Assistant City Attorney McCain, Special Magistrate Ross and Special Magistrate Blandino to discuss any procedure changes and discuss if any changes are anticipated for upcoming year.
  5. Met with the Lincoln Park Neighborhood Infrastructure Improvement Project team to discuss what steps have been taken and review upcoming items.
  6. Continued training Code Officers Saucedo and Denmark. We anticipate that their weekend assignments will begin March 2nd.

**Engineering Department**

- Development Reviews – Intake of five (5) Building Permit, Site Plan, or Certificate of Occupancy reviews.
- Stormwater Division – Negotiations being made with FPUA in regards to joint projects for Boston Avenue between 7th Street and 8th Street, and Avenue C between 7th Street and 10th Street. Currently developing preliminary engineering design and cost estimates.
- Traffic Control – Staff is working with FDOT’s contractor to revise the signal timing plans for SR 70 and 25th Street as we have discovered a significant increase in traffic volumes since the incorporation of the current timings. City continues maintenance of all signals. Staff has started a refurbishment program on City maintained signals to rewiring the existing signal mast arms; the existing wiring is degrading rapidly due to heat and age causing significant issues with traffic signal reliability.
- City Marina Reconstruction - Phase I – Islands – LMAC has submitted their claim to substantial completion of the project. Staff continues working with LMAC to resolve potential contractual issues and perceived monetary claims. Staff has submitted the engineering evaluation and cure report with FDEP and Army Corps to help resolve an issue that LMAC has created with installation of non-conforming material on 6 Islands.
- City Marina Reconstruction – Phase II – Docks – RFP 2013-021 City Marina Reconstruction- Phase II construction contract will be on the February 18, 2014 Commission Agenda for approval. Staff is working with Siver Insurance Consultants, Risk Management, Bellingham Marine and the City Attorney’s office on issues with Article 17.
- S. 21st Street / Havana Ave. Sidewalk Project – Project currently under design. Funding has been approved by FDOT for FY 2015. 90% plans have been submitted to the City and FDOT for review.
- 31st Street Sidewalks from Okeechobee Road to Tennessee Avenue – FDOT approval to proceed with construction has been obtained. The construction bid documents will be advertised for bid as soon as the City is in receipt of the executed Agreement.
- 5th Street Reconstruction from Orange Avenue to Boston Avenue – Construction underway. Final completion is scheduled for April 2014.
- Heathcote Stormwater Improvements – Bids opened on 12/19. Construction contract award being presented to the City Commission on February 18, 2014. Groundbreaking event to take place on February 25, 2014 @ 10:00 am.
- Veterans Memorial Park – Phase I of the construction is being funded with SLC Grant CDBG Disaster funds and is currently being advertised for bids. Proposed improvements for this phase include ADA upgrades such as bathroom expansion and a rear patio expansion with sliding doors. Phase II is currently in the design and permitting phase and is expected to go out to bid in March.
- Melody Lane Fishing Pier – Under design.
- H.D. King Power Plant Clean-up –Structural evaluation of seawall to begin within two weeks. Cardno TBE, to submit proposal for remediation work for 2014.
- Park Trail Subdivision – Drainage improvements are underway.

**Public Works Department**

- Energy Efficiency & Conservation – ConEdison has completed the Investment Grade Energy Audit and is currently working with the Energy Efficiency & Conservation Team (EECT) to determine feasible energy conservation measures for inclusion in the much anticipated energy savings performance contract. A presentation to the commission is expected in the very near future.
- Single Stream Recycling – Interest and participation in our program continues to grow! Phase II of our Single Stream Program is complete. Implementation of Single Stream Recycling at the Fort Pierce Utilities Authority is complete and we have received a request for more dumpsters. Our four (4) solar powered compactors are in transit and will be placed as soon as we get them.
- Phase II Window Retrofit Project – The River Walk windows and doors are complete and look fantastic. Work has begun at the PWD compound and once completed the contractor will be going to the Police Department.
- Get Fit Challenge II – Round II of our PWD fitness challenge has begun! To date the PWD has lost 59lbs.

**Police Department**

- Accreditation – On February 6, 2013, Chief Baldwin attended the Commission on Florida Accreditation conference and accepted the police department's award of reaccreditation, which is valid for three years. The department received remarkably high scores in the assessment process with no corrective actions required.
- Radio Show – On February 7, Sheriff Mascara and Chief Baldwin participated to WFLM's Hot Talk to discuss our responses to violence in our community.
- Restore our Village / Violence Prevention Plan – Chief Baldwin is working with community partners and the Roundtable of St. Lucie County to advance a comprehensive strategic plan for the reduction of violence in Fort Pierce. The Roundtable of St. Lucie County has agreed to coordinate this effort as part of their existing comprehensive planning process. Representative Larry Lee, Jr. has been invited to sit as a member of the Roundtable in order to facilitate this partnership.
- Office of Juvenile Justice and Delinquency Prevention (OJJDP) Gang Program – OJJDP is offering technical assistance to 10 communities that will be selected to implement an OJJDP model for a comprehensive gang violence reduction plan. Chief Baldwin has submitted an application requesting that Fort Pierce be selected as one of these communities. Selection will provide valuable training and technical support for our community.
- Community Forum – In cooperation with the Fort Pierce Central Student Council, Chief Baldwin and members of the police department's crime prevention unit will be hosting a parent and student community forum on violence prevention at Central High School on February 11, at 6:00 PM.

## Urban Redevelopment Department

- Grants Administrator –
  1. Completed PSA grant contractual agreements and submitted them to Legal for review
  2. Writing the following grant apps:
    - a) Dr. Pepper/Snapple Park Recycle Bin
    - b) Visit Florida
    - c) Florida Inland Navigation District - Melody Lane Pier Construction
    - d) Brownfields Assessment Grant for 301 Florida Avenue
  3. Completed and submitted quarterly report for Land and Water Conservation Fund grant award
  4. Updated and submitted weatherization advertisement to Hometown News and Scripps
  5. Completed extensive work in HUD IDIS system to address some of the City's compliance issues
  6. Attended Lincoln Park Revitalization meeting
  7. Attended meetings w/ staff and worked with Rebecca Grohall on updating retail space in parking garage
  8. Designed and printed poster for parking garage windows
  9. Wrote and submitted press release for PSA grant awards
  10. Prepared meeting materials for FPAT and CWC meetings; placed advertisements, etc.
  11. Attended training on creating PO's and Requisitions w/Genny in Purchasing
  
- Program Analyst –
  1. FEMA
    - a) Marina Project
      - Monitoring time extension
      - Monitoring funding requests
  2. Windows Expansion Project
    - a) Received letter of approval regarding modification of scope of work
    - b) Waiting on actual modification # 2 documents
    - c) Received first draw from State
  3. NSP: Working on insurance amendment for transfer agreement - waiting on response from DEO
  4. Enterprise Zone: Answering emails and phone calls pertaining to tax credits
  5. SHIP
    - a) Went on two site visits with building inspectors to applicants home
    - b) Met with four homeowners from the Oaks, along with Nick Mimms and Johnna Morris, for mortgage repayment solutions

**Marina**

- Oversee daily operations for City Marina and Fisherman's Wharf Marina.
- Working with seasonal dockage and events (see weekly email "Marina Happenings" newsletter for updates).
- Marina island construction estimated completion unknown.
- Consulting on Marina Project.
- Commission approved the rights to negotiate with Bellingham Marine for the new dock system at the City Marina. City Attorney and Engineering Dept. working out contract language.
- Attended third meeting of Waterway Steering Committee for Martin and St. Lucie Counties.
- Working with Marina staff and MIS department relating to the new marina operating program.
- Dredging time frame of Moore's Creek is undetermined. Awaiting Engineering Dept. for date certain.
- Upgrading camera security system throughout marina facility.
- Working with St. Lucie County Tourism Department on the contract for 3 web cams. Contract in City Attorney's office.
- Working with City staff on installing a Seacoast National Bank ATM machine at City Marina. Contract in City Attorney's office.

**Golf Course**

- Met with City Manager and Deputy City Manager to discuss golf course issues.
- Completed the applications for the City Championship to be held March 8th and 9th.

**River Walk Center**

Park Permits	650.00
Programming	776.89
River Walk Center	2,108.47
Special Events	1,655.00
Maravilla	500.00
<hr/>	
Total	\$5,690.36

### Sunrise Theatre

- Over the past weeks, the following performances and activities were presented in the Sunrise & Black Box Theatre: Fort Pierce Jazz and Blues Society and the Sunrise Theatre co-presented Tuesday Night Jazz Jam evenings on January 21 and 28; Comedy Corner Improv on Saturday, January 25; Late Nite Catechism January 31 – February 2. Performances on the Sunrise Theatre main stage included Teatro Lirico D'Europa performed L'Elisir D'Amore on January 23; KC & The Sunshine Band on January 25; Opera singer Franco Corso on January 26; The Fab Four on January 29; The Spencers: Theatre of Illusion on January 30; The Orchestra on February 1.
- An in-service presentation was held by The Spencers Theatre of Illusion where they held a workshop at Lawnwood Medical Center Rehab on Thursday, January 30, working with therapists with their healing through magic program.
- Assistance continues with future rental events and co-presentations with various community groups including, but not limited to: BlueBird Educational Productions Selwyn Birchwood on February 7 and Robert Navarro on March 21; Family Meals, Inc. McCartney Mania on March 28; Richard Nader's Doo Wop & Rock n Roll on March 29.
- New shows that have been added to the schedule include Eddie Money on March 9.
- Marketing and show sponsorship negotiations for the 2013/14 Season are ongoing. Booking negotiations and event commitments for the 2013/14 Season continue.
- Budget projections and adjustments for this and next year's fiscal year continue to be reviewed and implemented.