C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA

Regular Meeting - Monday, March 3, 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**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from February 18, 2014 meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

   a. Letter from Dave Forest, Supervisor Physical Medicine and Rehabilitation at Lawnwood Regional Medical Center & Heart Institute, expressing gratitude for the Healing of Magic program arranged by John Wilkes and provided through the Sunrise Theatre to patients at the Lawnwood Rehab Pavilion.

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.

   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 piggyback to the City of Cocoa Beach, RFP No. CB-13-002 Website Redesign contract with CivicPlus,Inc., Manhattan, KS to update the City's website to current governmental standards of appearance, functionality, and interactivity for the purpose of providing vital information and user friendly access to the public.

b. Approve Communitywide Council Recommendations for CDBG Commercial Façade Grant Awards for eight (8) projects in the total amount of $50,000.00.

c. Request by Ms. Gertrude Elliot to reduce lien in the amount of $75,750.00 to $500.00.

d. Request by Mr. Michael James Beck to reduce lien in the amount of $376,980.00 to $7,500.00

e. The police department requests approval to submit and accept the 2014 Firehouse Subs Public Safety Foundation Grant in the amount of $20,000.

f. Approve Modification Number Two to Subgrant Agreement Number 14HM-2Y-10-66-02-144 pending review as to form and correctness by City Attorney.

g. Approval of Subordination of Utility Interests Agreements between the State of Florida Department of Transportation and the City of Fort Pierce for the Use and Benefit of the Fort Pierce Utilities Authority for Parcel Nos. 114.5R and 115.2R, which were approved and signed by the FPUA Board on February 18, 2014.

10. **PUBLIC HEARINGS**

a. Notice of Appeal submitted by Mr. David Cleveland. On February 18, 2014, Mr. Cleveland withdrew his appeal indicating that his concerns had been addressed. (Continued from 2/3/2014)

b. 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. SECOND READING

c. Ordinance No. 14-004 - Rezoning of property located at 1110 North 29th Street, Pinecreek Village Apartments. SECOND READING

d. Ordinance No. 14-005 - Annexation of 3700 Okeechobee Road - Indian River Oil - SECOND READING

e. 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. SECOND READING

f. Ordinance No. 14-009 - Easement Abandonment, Fort Pierce Shopping Center, 1167 S US Highway 1. FIRST READING

11. **MISCELLANEOUS REPORTS & REQUESTS**

12. **CITY COMMISSION**

a. Resolution 14-R15 accepting the proposal of Bank of America to purchase the City's not to exceed $6.15 Million capital improvement revenue note to finance the City's cost of Acquiring and Installing Energy Conservation Equipment.

Approval of Guaranteed Energy and Water Performance Savings Contract between City of Fort Pierce and BGA, Inc. which was manually routed.

b. Selection of Alternate Member for Treasure Coast Regional League of Cities

c. Resolution 14-R10 - Re-appointing two members and appointing one new member to the Code Enforcement Board.

d. Resolution 14-R11 - Appointing and Re-Appointing seven members to the City Planning Board

e. Resolution 14-R12 - Appointing and Re-Appointing two regular and two alternate members to the Board of Adjustment

f. Resolution No. 14-R13 authorizing the City to apply for and accept a second grant from the Florida Inland Navigation District (FIND) for completion of the construction of the Melody Lane Fishing Pier.

g. Resolution 14-R14 - Funding of All Aboard Florida Impacts to the City of Fort Pierce, subject to review as to form and correctness by City Attorney.

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: 03/03/2014

Re: Minutes 02.18.2014

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from February 18, 2014 meeting.

Attachments

02.18.2014

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	02/21/2014 10:36 AM

Form Started By: Linda Cox Started On: 02/21/2014 09:43 AM

Final Approval Date: 02/21/2014

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 TUESDAY, FEBRUARY 18, 2014.

1. CALL TO ORDER - Mayor Hudson called the meeting to order

2. OPENING PRAYER - Commisser Reginald Sessions offered the opening prayer.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

a. Approval of Minutes from February 3, 2014 Meeting

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve Minutes of the Regular Meeting on February 3, 2014.

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

Passed

6. **PROCLAMATIONS**

a. Mayor Hudson issued a Proclamation declaring February 16 - 22, 2014, National Engineer's Week. It was received by Dan J. Zrallack, P.E., Vice-President, Florida Engineering Society, Treasure Coast Chapter.

b. Mayor Hudson issued a Proclamation in honor of the 125th Anniversary of Florida Public Health. It was received by Arlease Hall, Public Information Officer and Community Relations Director, Florida Department of Health in St. Lucie County.

7. **LETTERS TO COMMISSION -** the following letters will be kept on file in the City Clerk's Office.

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**

Rev. John Lee, 1204 Avenue K
Mr. Roy Darby, 619 South 6th Street
Mr. Patrick Henry, 1123 Granada Street
Mr. Bill Thiess, 2212 Lightelwood Lane

Mr. Gage Steffen, 332 NW Aura
Mr. Stan Fidge, 1101 SE Mendavia Avenue

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.

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

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

Passed

As to Item **9b,** Commissioner Perona asked if security is part of the expansion. Mr. Seissiger stated that it was not. The funds that are being utilized are to build like what we had prior, those items were not on there but we are pursuing them as an addition to this contract. Commissioner Perona asked when is the expected completion date. Mr. Seissiger stated 14 months.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve Consent Agenda Item 9b.

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

Passed

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

City Clerk, Linda Cox, read the title of the Ordinance into the record.

Planner Clarissa Davis, appeared with a presentation. She noted the future land use map amendment and the rezoning request for this parcel are two public hearings which she condensed into one presentation. Staff recommends that the City Commission approve the zoning change from R4 to R5 and the future land use from RM to RH as it furthers the city's comprehensive plan without the developers agreement.

Mayor Hudson asked why the rezoning and land use change was not done before. Ms. Davis believes it was brought to their attention during the permitting process; they are now going through the process to complete it.

Commissioner Alexander inquired of the health and safety of the community. Chief Baldwin responded that the improvements on the property have helped considerably.

Commissioner Becht stated that according to Mr. Murphy's notes, the site cannot be rebuilt to its current density should it be damaged or destroyed to an extent amounting to more than 50% of its value. He asked if this is a Federal, State or City requirement. He wanted to know there is a rationale behind the policy. Planning Manager, Rebecca Grohall, responded that the 50% is typical rule of thumb for non-conformities. It is on the books to encourage non-conformities to either rebuild with a conforming structure or to apply for a variance, which cures it. In this case the applicant is asking for the cure through the rezoning process.

Mayor Hudson opened the Public Hearing.

Mr. Dennis Murphy of Culpepper & Terpening appeared as a representative for Pinecreek Village LP Partnership, the developers of the property. He believes the 50% rule is an industry standard for zoning and regulatory type issues. He stated for the record he is in agreement with everything staff stated.

Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Edward Becht to approve Ordinance No. 14-003 on first reading.

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

Passed

b. Ordinance No. 14-004 - Rezoning of property located at 1110 North 29th Street, Pinecreek Village Apartments. FIRST READING

City Clerk, Linda Cox, read the title of the Ordinance into the record.

Mayor Hudson opened the Public Hearing.

Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to approve Ordinance No. 14-004 on first reading.

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

Passed

c. Ordinance No. 14-005 - Annexation of 3700 Okeechobee Road - Indian River Oil - FIRST READING

City Clerk, Linda Cox, read the title of the Ordinance into the record.

Mr. Kori Benton, Historic Preservation Officer, appeared with a staff recommendation to approve annexation. Mr. Benton responded to Commissioner Alexander and explained that this parcel has a clean bill of health after completing an environmental remediation process in the past. The City zoning code mirrors the county and their existing operation is compliant with the City Code of Ordinances. This is a voluntary annexation, the property owner is looking to be proactive.

Mayor Hudson opened the Public Hearing.

Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to approve Ordinance No. 14-005 on first reading.

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

Passed

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

City Clerk, Linda Cox, read the title of the Ordinance into the record.

Mayor Hudson stated this ordinance was developed in response to the new law that was passed last fall. Although we have had public comment in the City for a long while this sets parameters for comment. The Public Comment is for a member of the public to address the Commission as a whole. This is in not restricting anyone's free speech, we want to respect one another in reasonable voices.

City Attorney, Rob Schwerer, explained this is primarily a decorum ordinance, reconfirming what the commission has already had in its previous policies. He summarized the ordinance for the public at Commissioner Alexander's request.

Mayor Hudson opened the Public Hearing.

Mr. Patrick Henry inquired if this is a maneuver to keep people from speaking the truth. He feels this ordinance would not allow him to positively commend an individual commissioner, he would have to speak in general to all commission members.

Mr. Rick Reed stated that there are people that stand here that he does not like what they say, but this is America, bad speech is not illegal speech.

Mr. Greg Simmons asked to not censor the public comments, if they get out of hand to just correct them.

Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to pass Ordinance No. 14-006 on first reading.

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

Passed

11. MISCELLANEOUS REPORTS & REQUESTS

a. Presentation of Actuarial Impact Statement by the Finance Director.

Ms. Gloria Johnson appeared and stated this study is based "on what-ifs" and does not include the Police Department, it only affects the general and Utility Authority groups. Currently our members have a 3% multiplier, this study addresses a 2.5% multiplier. The members would not lose their 3% for the previous years but from January 1, 2014 going forward it would be at the 2.5% rate.

Mr. Brad Armstrong, the Actuary for the City of Fort Pierce Difined Benefit System, appeared and was available for questions from the commission. He stated that the actuary's role is to put price tags on things, not to make the decision for you but allow you to be fully informed.

Commissioner Becht stated that he needs to know where the numbers are coming from. He would like to make whatever decision they are going to make on the best information they can get, but does not feel that they have it before them tonight.

Mr. Bradshaw stated this is a discussion item only and we cannot make a decision. What he is hearing is to schedule a workshop as soon as possible and include the Actuary. It was mentioned to the Commission, FPUA has offered to help pay for an additional consultant with the stipulation they be able to ask questions. Mr. Bradshaw and the Commission were amicable to this request.

b. Single Stream Recycling Update.

Mr. Mike Reals, Public Works Director, appeared with a brief update. It is our goal to have a 2 yard dumpster at every park. He responded to Commissioner Perona about the recyclables becoming contaminated with non-recyclable items and stated in the next 6 months, there will be a contamination study to get an accurate account but right now everything we are delivering is very clean. We are very pleased, we have had great success.

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.

Mr. Jack Andrews, City Engineer, appeared and gave a presentation. Total available funding, including all grants is $4,761.325.00. After this project, there will be a remaining $2,000,000.00 for additional improvements. We are trying to mirror the plans that had already been developed for Heathcote.

We plan on having a public ceremony with the Secretary of DEP; the ground breaking is scheduled for February 25, 2014 at 10:00 a.m.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Rufus Alexander to approve the award of the construction contract to Paul Jacquin & Sons, Inc.

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

Passed

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.

City Clerk, Linda Cox, read the title of the Resolutions into record.

Mr. Bill Thiess appeared and gave a presentation requesting the Commission approve for reduction of the electric rate and an increase to water rates. If we approve the decrease in electric and not approve the increase in water then our revenues will be deficient. The electric utilities is producing more revenue than is needed to run the system and the water utilities is producing less revenue than it needs to run the system.

Mr. Schwerer stated per city charter in order to disapprove of any rate increase you must get a 4/5's majority vote to disapprove. If you do that, then you have to state the reason on the record why you are disapproving it. If you do not get the 4/5's majority vote to disapprove, any resolution it automatically becomes effective 30 days from the date it is submitted.

Commissioner Sessions requested that the Commission vote on the FPUA Resolutions individually.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Reginald Sessions to approve FPUA Resolution No. UA 2014-03, electric energy rate reduction.

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

NAY: Commissioner Rufus Alexander

Passed

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve FPUA Resolution No. UA 2014-04, 3.7% increase water utility rate.

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

NAY: Commissioner Rufus Alexander, Commissioner Reginald Sessions

Passed

b. Resolution No. 14-R05 - A resolution 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.

City Clerk, Linda Cox, read the title of the Resolution into record.

Mr. Schwerer indicated this property was originally purchased with Fort Pierce Utility Authority's monies, there are no city funds involved, so the money from the sale would go back into the funds for F.P.U.A.

Mr. Bill Thiess stated he believed this sale would fall under sale of assets and 6% of this sale would come to the city. He is 100% certain the city will receive 6%.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Rufus Alexander to approve Resolution No. 14-R05.

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

Passed

c. Discussion of an All Aboard Florida resolution recently passed by the Treasure Coast Regional League of Cities.

Mr. Mimms appeared and spoke concerning the cost and funding of quiet zones within the City.

Commissioner Becht asked staff to be proactive. We don't want to wait too long to do preliminary planning and miss an opportunity for improvements because we don't have our plans at the construction phase. Mr. Mimms stated that every two years, FDOT conducts a survey of all bridges in the City. From this survey, the City will receive a report on any deficiencies found.

Staff was directed to craft a Resolution similar to St. Lucie County with the either or option for funding. Also, to encompass preservation of quality of life issues including safety, quiet zones and preserved and enhanced ingress and egress into and out of downtown Fort Pierce.

d. Proposed Letter of Support for Port Development.

Mayor Hudson said this is a letter requested from MegaYachts asking if the city would entertain and not be against having a mega yacht facility at the Port. She modified their request to state that we are interested in any and all ideas that pass muster in environmental safety.

Commissioner Perona pointed out these letters do help businesses when they are seeking financial assistance because it shows the community is receptive. Commissioners agreed the Mayor should sign the letter.

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 - Mr. Bradshaw had no comments.

14. COMMENTS FROM THE COMMISSION

Commissioner Alexander inquired if there had been any studies on the old fertilizer plant on North A-1-A. Mayor Hudson responded that it is not within the city limits.

Commissioner Perona noticed that there are a lot of out-of-state license plates in the area and wanted the visitors to the city to know that we appreciate them being here and exploring our beautiful city. It is great to have this amount of activity finally happening again in our

city. He was very happy that the commission made the decisions that allowed the citizens to be able to have garbage service even on a holiday.

Commissioner Sessions wished everyone a happy, good night.

Commissioner Becht said good night.

Mayor Hudson congratulated the Police Department on the acreditation. She attended the Tree of Life Ceremony at the Tax Collector's honoring Christian Medina and promoting becoming an organ donor.

15. ADJOURNMENT

There being no further business, Mayor Hudson declared the meeting adjourned at 10:57 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **Agenda Item # 7. a.**

Meeting Date: 03/03/2014

Re: Lawnwood Regional Medical Center thanking John Wilkes and the Sunrise Theatre

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Letter from Dave Forest, Supervisor Physical Medicine and Rehabilitation at Lawnwood Regional Medical Center & Heart Institute, expressing gratitude for the Healing of Magic program arranged by John Wilkes and provided through the Sunrise Theatre to patients at the Lawnwood Rehab Pavilion.

Attachments

Lawnwood Letter of Thanks to Sunrise Theatre

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	02/21/2014 03:18 PM

Form Started By: Angela Wilkinson Started On: 02/20/2014 03:28 PM

Final Approval Date: 02/21/2014

RECEIVED
FEB 18 2014
MAYOR'S OFFICE

MEMORANDUM

TO: Mayor Linda Hudson

CC: Commissioner Rufus Alexander, Commissioner Eddie Becht, Commissioner Tom Perona, Commissioner Reggie Sessions, Robert Bradshaw, City Manager, Nick Mimms, Deputy City Manager

FROM: John D. Wilkes, Executive Director

DATE: February 13, 2014

Attached please find a letter of thanks addressed to you and mailed to the Sunrise Theatre in error, from Dave Frost, Supervisor of Physical Medicine and Rehabilitation, regarding the recent "Healing of Magic" program held by illusionist Kevin Spencer from The Spencers: Theatre of Illusion.

As part of our continuing Community Outreach efforts, the Sunrise Theatre arranged for and provided this program at the Lawnwood Rehab Pavilion, prior to a School Time Performance and a public performance by The Spencers the following day.

LAWNWOOD
Regional Medical Center
& Heart Institute
1700 South 23rd Street
P. O. Box 188
Ft. Pierce, Florida 34954-0188
Phone (772) 461-4000
www.lawnwoodmed.com

February 4, 2014

Dear Mayor Hudson,

I wanted to express our gratitude on behalf of the therapy staff here at Lawnwood Regional Medical Center. We had the pleasure of meeting John Wilkes from the Sunrise Theatre who provided the opportunity to have Kevin Spencer share with us part of his "Healing of Magic" program.

Kevin's program focused on teaching magic tricks as a fun and motivational way to improve motor skills in individuals who through illness or injury have developed impairments. All therapy staff members were in attendance as well as several patients at the Lawnwood Rehab Pavilion, our inpatient rehabilitation hospital. It was informative and fun for all, as well as thought provoking with new ways to challenge and encourage better participation in therapy for patients in recovery.

Like you Madam Mayor, we in the rehabilitation and therapy field are always looking for new ways to improve the services we provide to this community. Thank you so much for allowing John Wilkes to share this program with all of us, in order to fulfill our mission and our common goals for improving the quality of life for the people we serve.

Sincerely,

Dave Forest, COTA/ L
Supervisor Physical Medicine and Rehabilitation

City Commission Regular Meeting **Agenda Item # 9. a.**

Meeting Date: 03/03/2014

Re: RFP No. 2014-011 Website Redesign, Piggyback City of Cocoa Beach RFP No. CB 13-002

Submitted For: Tony Barnes, Director of Administrative Services, Purchasing

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SUBJECT:

Approve piggyback to the City of Cocoa Beach, RFP No. CB-13-002 Website Redesign contract with CivicPlus,Inc., Manhattan, KS to update the City's website to current governmental standards of appearance, functionality, and interactivity for the purpose of providing vital information and user friendly access to the public.

SUMMARY:

Staff has reviewed several municipalities' websites throughout the state comparable to the City of Fort Pierce in demographics, population, and services provided to the public. Staff has also conducted a research and market analysis to determine the best option available.

Staff requests approval from the City Commission to piggyback the City of Cocoa Beach, RFP No. CB-13-002 Website Redesign contract with CivicPlus, Inc., Manhattan, KS.

RECOMMENDATION:

Staff recommends acceptance of CivicPlus, Manhattan, KS attached proposal.

ALTERNATIVES:

Advertise for competitive proposals

RESPONSIBLE STAFF:

Nick Mimms, Deputy City Manager
Marjorie Gaskin, MIS Director
Devoshay Johnson, Network Specialist
Gelencia Carter, Purchasing Manager

COORDINATED WITH:

Tony Barnes, Director of Administrative Services
Gloria Johnson, Director of Finance

Fiscal Impact

Budgeted Y/N:	No
Fiscal Year:	2014
Account:	00160005134980
Amount:	$66,000.00

OTHER INFORMATION:

Not to exceed $66,000.00 over a period of three (3)

Attachments

Confirmation Letter

Contractor Proposal

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	02/07/2014 05:09 PM
Purchasing	Gelencia Carter	02/07/2014 05:12 PM
Finance Department	Gloria Johnson	02/10/2014 01:56 PM
Purchasing	Tony Barnes	02/10/2014 02:46 PM
City Manager	Robert Bradshaw	02/11/2014 10:57 AM
Form Started By: Gelencia Carter		Started On: 02/07/2014 04:04 PM
Final Approval Date: 02/11/2014		

Est. 1925

City of Cocoa Beach

Excellent Recreation and Quality Living

2 South Orlando Avenue / P.O. Box 322430 ◦ Cocoa Beach, FL 32932-2430
www.cityofcocoabeach.com

November 21, 2012

City of Fort Pierce
Attn: Ms. Gelencia Carter, MPA
Purchasing Manager
100 North U.S. Hwy 1
Fort Pierce, FL 34950

Dear Ms. Carter:

We are in receipt of your email of November 21, 2012 concerning our contract with CivicPlus regarding website development.

We have no objection to the City of Fort Pierce using our contract to "piggyback".

Information regarding the procurement (RFP; bid opening etc.) process we used is available on our website at: http://www.cityofcocoabeach.com/bids/

Sincerely,

Charles H. Holland, Jr., CGFO
Assistant City Manager/Chief Financial Officer

cc: File

Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from November 27, 2013

Project Development and Deployment *Initial GCMS® upgrades, maintenance, support and hosting – no additional cost* *Server Storage not to exceed 30 GB; Media Center Storage not to exceed 10 GB*	**$49,443**
Total First Year Fee	**$49,443**
Total Second Year Fee	**$7,995**
Total Third Year Fee	**$7,995**

At the request of the City of Fort Pierce, CivicPlus agrees to redistribute their standardized pricing as follows:

CivicPlus Advantage Project Development & Annual Services	
Year One	**$21,811**
Year Two	**$21,811**
Year Three (Client may terminate contract at the end of 36 months or select from options available in Term 9 of the Terms & Conditions)	**$21,811**

--Remainder of this page left intentionally blank—

CivicPlus • 317 Houston St., Suite E • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Project Development

Kick-Off Meeting Deliverable: Project Timeline, training jump start and worksheets	**Included**
Phase 1: Consulting Deliverable: Needs assessment, best practices and worksheets	**Included**
Phase 2: Website Preview Presentation Deliverable: Website layout and mood board will be presented for your approval	**Included**
Phase 3: Website Reveal Presentation Deliverable: Completed website design and navigation structure will be presented. You will be able to propose changes at this time.	**Included**
Phase 4: 4 Days of Customized On-Site Implementation Training for up to 12 employees. *Quote includes travel expenses ($80 per person per day for the 13th attendee and beyond)* Deliverable: Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	**Included**
Phase 5: Go Live Deliverable: Content migrated from the current primary site to new site based on best practice recommendations. Custom website. Registration of site with all major search engines. *Note: Content from sites other than the primary site can be migrated to the new primary site for an additional fee.*	**Included**
Additional Functionality	
Google Translation Tool	**Included**
GoCitizen Pro Custom Mobile App (iOS & Android)	**Included**
Total Project Development and Deployment Fee *Initial GCMS® upgrades, maintenance, support and hosting included – no additional cost* *Server Storage not to exceed 30 GB; Media Center Storage not to exceed 10 GB*	**$49,443**
Total Fees Year 1	**$49,443**

CivicPlus • 317 Houston St., Suite E • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Project Development Includes the Following:

Modules	Functionality
• Agenda Center	• Action Items Queue
• Alerts Center & Emergency Alert Notification	• Audit Trail / History Log
• Archive Center	• Automated PDF Converter
• Bid Postings	• Automatic Content Archiving
• Blog	• Content Library
• Business/Resource Directory	• Dynamic Breadcrumbs
• Calendar	• Dynamic Sitemap
• Carbon Calculator	• Expiring Items Library
• Citizen Request Tracker™ (5 users)	• Generic Mobile App (iOS & Android)
• Community Voice™	• Graphic Link Administration
• Community Connection	• Links Redirect and Broken Links Finder
• Document Center	• Menu Management
• ePayment Center	• Mouse-over Menu Structure
• Facilities & Reservations	• MuniMobile™
• Frequently Asked Questions	• Online Editor for Editing and Page Creation (WYSIWYG)
• Forms Center	• Online Web Statistics (Only With CivicPlus Hosting)
• Healthy City	• Printer Friendly/Email Page
• Intranet	• Rotating Content
• Job Postings	• RSS
• Media Center with Live Streaming Video	• Search Engine Registration
• My Dashboard	• Site Layout Options
• News Flash	• Site Search & Entry Log
• Notify Me® Email & 500 SMS Text Subscription	• Slideshow
• Online Job Application with 1 Generic Application	• Social Media Integration (Facebook & Twitter)
• Opinion Poll	• User & Group Administration Rights
• Photo Gallery	• Web Page Upload Utility
• Postcard	• Website Administrative Log
• Quick Links	
• Real Estate Locator	
• Spotlight	
• Staff Directory	

Annual Services Include the Following:

Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS	Shared Web/SQL Server
24/7 Emergency Support	Upgrades	DNS Consulting & Maintenance
Dedicated Support Personnel	Fixes	Monitor Bandwidth-Router Traffic
2-hour Response During Normal Hours	Improvements	Redundant ISP
Usability Improvements	Integration	Redundant Cooling
Integration New & Upgraded Services	Testing	Diesel Powered Generator
Proactive Support for Updates & Fixes	Development	Daily Tape Backup
Online Training Manuals	Usage License	Intrusion Detection & Prevention
Monthly Newsletters		Antivirus Protection
Phone Consulting		Upgrade Hardware
CivicPlus Connection		

CivicPlus • 317 Houston St., Suite E • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

City Commission Regular Meeting **Agenda Item # 9. b.**

Meeting Date: 03/03/2014

Re: Communitywide Council Recommendations for CDBG Commercial Facade Grant Awards

Submitted For: Libby Woodruff, Grant Writer, Urban Redevelopment

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SUBJECT:

Approve Communitywide Council Recommendations for CDBG Commercial Façade Grant Awards for eight (8) projects in the total amount of $50,000.00.

SUMMARY:

The Communitywide Council evaluated eleven (11) Commercial Facade grant applications, and recommended funding for eight (8), in the amount of $50,000. This amount was previously approved in the PY 2013-2014 CDBG Annual Action Plan ($50,000).

RECOMMENDATION:

Staff recommends that the City Commission approve the Communitywide Council recommendations for eight (8) PY 2013-2014 CDBG Commercial Facade grants for a total amount of $50,000 and to direct the Mayor to execute Agreements with each successful applicant, subject to the approval of form and correctness by the City Attorney.

ALTERNATIVES:

Do not accept the recommendations of the Communitywide Council

RESPONSIBLE STAFF:

Libby Woodruff, Grants Administrator

COORDINATED WITH:

Nick Mimms, Deputy City Manager, Gloria Johnson, Finance Director, Communitywide Council members

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Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2013-2014

Account: CDBG

Amount: $50,000

OTHER INFORMATION:

None

Attachments

CWC Scoring and Recap - Commercial Facade Grants

Commercial Facade Grant Project Descriptions

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	02/20/2014 03:12 PM

Form Started By: Libby Woodruff Started On: 02/13/2014 04:46 PM

Final Approval Date: 02/20/2014

Commercial Façade Grant Applications – As of February 12, 2014

Communitywide Council Cumulative Scores and Recommended Grant Awards

	Funding Recommendation Yes/No/Amount	Funding Recommendation Yes/No/Amount	Funding Recommendation Yes/No/Amount	Funding Recommendation Yes/No/Amount	Funding Recommendation Yes/No/Amount	Funding Recommendation Yes/No/Amount	Funding Recommendation Yes/No/Amount	Funding Recommendation Yes/No/Amount
Communitywide Council Members	**100 North 2nd Street**	**131 North 2nd Street**	**106 Avenue D**	**1710 Avenue D**	**211 Orange Avenue**	**2624 S. U.S. Hwy. 1**	**2831 S. U.S. Hwy. 1**	**1150 & 1142 Seaway Drive**
Edward Cox	**$3,500**	**$10,000**	**$3,500**	**$4,500**	**$8,000**	**$10,000**	**$3,000**	**$4,500**
Al Maige	**$3,500**	**$10,000**	**$10,000**	**$3,500**	**$10,000**	**$8,500**	**$3,000**	**$5,200**
Ellen Mancini	**$3,500**	**$8,000**	**$4,000**	**No**	**$10,000**	**$10,000**	**$2,500**	**$3,000**
Leon Porter	**$3,000**	**$8,000**	**$3,000**	**$5,000**	**$7,000**	**$10,000**	**$2,500**	**$4,500**
Hassie Russ	**$3,000**	**$10,000**	**$3,500**	**$5,000**	**$10,000**	**$10,000**	**$2,500**	**$5,000**
Eric Seibenick	**$3,500**	**$10,000**	**$4,000**	**$5,000**	**$10,000**	**$10,000**	**$2,500**	**$4,500**
Requested Amount	**$10,000**	**$10,000**	**$10,000**	**$10,000**	**$10,000**	**$10,000**	**$10,000**	**$10,000**
CWC CUMULATIVE RECOMMENDATION	**$3,500**	**$10,000**	**$4,500**	**$5,000**	**$10,000**	**$10,000**	**$2,500**	**$4,500**

City of Fort Pierce – Commercial Façade Grant Recap
Available PY 2013-2014 CDBG Funding for Commercial Façade Grants - $50,000

APPLICANT	PROJECT/PROGRAM OVERVIEW	Requested Amount	Recommended Award
Bunwin, Inc. Palm Beach Gardens, Florida Property Address: 701 Orange Avenue	Unknown	$10,000	Incomplete Application
Rast Properties, Inc. Palm Beach Gardens, Florida Property Address: 526 Avenue A	Unknown	$10,000	Incomplete Application
Stuart Marcus Boca Raton, Florida Property Address: 1143-1169 S Hwy 1	Unknown	$10,000	Incomplete Application
RFMD Investments, Inc., Fort Pierce, Florida Property Address: 100 North 2nd Street	Stucco repair/rework throughout entire façade; restore to match current; paint building and all trims to match current colors, weatherize all windows and close all gaps around windows and façade; replace ripped and cut awnings; Replace dried and discolored plants, replace store front sign.	$10,000	$3,500
Richard A Coke Investments, LLC Fort Pierce, Florida Property Address: 131 North 2nd Street	Completely remove existing deteriorating clay times on mansard roof, replace all rotten wood as needed; install new ring-shank fasteners and polyglass self-adhered underlayment to deck, install new roofing accessories; build exterior columns and capitals and install to match originals but have been missing over 35 years build and install parapet walls missing over 35 years	$10,000	$10,000
Randy J. Chapman Fort Pierce, Florida Property Address: 106 Avenue D	Replace outside electrical service entry, meter and power line; Move existing overhead electrical, cable and telephone lines underground; Upgrade service from 100 amp to 200 amp with new outside breaker box and meter; purchase and install impact windows; paint window frames; remove asbestos shingles; repair original wood siding and paint; install parking area/driveway w/aggregate products; remove existing concrete walkway; install landscaping; purchase and install double-sided sign.	$10,000	$4,500

… continued

City of Fort Pierce – Commercial Façade Grant Recap
Available PY 2013-2014 CDBG Funding for Commercial Façade Grants - $50,000

APPLICANT	PROJECT/PROGRAM OVERVIEW	Requested Amount	Recommended Award
Sharon Robinson Fort Pierce, Florida Property Address: 1710 Avenue D	Remove two trees at north side and south end of property; Remove all debris on property; plant palm trees, plants, apply mulch; Remove existing and install new garage doors; install storefront exterior door; install 2 hurricane impact windows; pressure wash building; bond and stucco building gray with light texture; frame in 5 windows.	$10,000	$5,000
Alan & Donna Roberts Fort Pierce, Florida Property Address: 211 Orange Avenue	Replace awnings over west and south entrance doors; Construct deck at south entrance; Add new stucco on south exterior wall and north entrance; Paint entire building; Add hurricane clear detachable hurricane shutters to all windows; install new window on west wall; close-in window on east wall; close in exterior staircase.	$10,000	$10,000
Chomes, LLC Jenson Beach, Florida Property Address: 2624 S. U.S. Hwy. 1	Add new decorative shutters, new awning; clean, resurface and paint parking lot; add new concrete sidewalk to connect existing pedestrian right-of-way along US 1; add bicycle parking area with lockable bike rack; Remove old dilapidated pole sign and install new monument sign; install new trees and landscaping	$10,000	$10,000
Capital Trust Pennsauken, New Jersey Property Address: 2835 S. U.S. Hwy. 1	Replace letters on outside of building; plant trees and bushes; install new bike rack; install new handicap cement pad; paint handicap lines from new pad to existing handicap ramp; Install new roll-up door and replace one existing exit door.	$10,000	$2,500
At Water Investments Corp. Fort Pierce, Florida Property Address: 1150 & 1142 Seaway	1150 Seaway Drive: Paint front of building; blue roof over Lobby and architectural details under roof in front and on the east side of the building; 1142 Seaway Drive: Paint three sides of building; replace fascia board with Hardy board and paint soffit.	$10,000	$4,500
	TOTALS	**$110,000**	**$50,000**

City Commission Regular Meeting **Agenda Item # 9. c.**

Meeting Date: 03/03/2014

Re: Lien Reduction Request - 1354 Bayshore Drive

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

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SUBJECT:

Request by Ms. Gertrude Elliot to reduce lien in the amount of $75,750.00 to $500.00.

SUMMARY:

Ms. Elliot recently sustained an injury, which caused her to be placed in an assisted living facility for an extended period of time. During this time, no maintenance was done at her property causing code violations. After her release from the assisted living facility and upon her return home, she immediately resolved the violations. Both parties agreed to a reduced amount of $500.00 to cover administration costs of the City, which was reviewed and approved by the Special Magistrate.

RECOMMENDATION:

Agree to reduce the lien of $75,750 to $500.00.

ALTERNATIVES:

Deny the request.
Amend the reduced amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Executive Secretary

COORDINATED WITH:

Peggy Arraiz, Code Compliance Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year: FY 2014

Account:

Amount: $500.00

OTHER INFORMATION:

Revenue of $500.00 to the general fund.

Attachments

Request for reduction
SM Blandino minutes
Lien amount breakdown

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	02/21/2014 03:18 PM

Form Started By: Peggy Arraiz Started On: 02/21/2014 01:23 PM

Final Approval Date: 02/21/2014

CITY OF FORT PIERCE

DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

RECEIVED
DEC 17 2013
CODE ENFORCEMENT
CITY OF FT. PIERCE

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

Date:	12/17/13				
Property address:	1354 Bayshore Drive, Fort Pierce, Fla 34949				
Owner(s) of record:	Gertrude Elliot				
Mailing address:	1354 Bayshore Drive, Fort Pierce, Fla 34949				
Property tax ID #:	2401-621-0010-000-7				
Original purchase date:	Aug 22, 2000	Original purchase price:	$128,500.00		
Other Information:	N/A Inherited Property	N/A Purchased at Tax Sale	N/A Adjoining Property Owner		
Property is used for:	☒ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Gertrude Elliot	Relationship to owner(s):			
Telephone #:	772-252-4550	Mobile phone #:	772-336-4676		
E-mail:	N/A	Preferred contact method:	Hom ph #772-252-4550		
What are owner(s) intentions for property:	to reside IN this home				
Amount of Fine:	75790.	Date Fine Initiated:			
Are there current code violations?	☐ No	☑ Yes	Explain: (please attached notice)		
Is a lien filed against the property?	☐ No	☑ Yes	If yes, what is the lien amount?	$ 75,790	
Is property listed for sale?	☒ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☒ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $ 75,790.

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 0

DOLLAR AMOUNT I AGREE TO PAY $ 0

If the city waives any fees, interest, penalties, fine or lien amount, the undersigned does hereby agree to pay the remainder within sixty (60) days from the date of the Board, Magistrate or Commission's decision unless an alternate time frame is specified in the motion.

Gertrude Elliot
(Signature of Owner or Representative)

Gertrude Elliot
(Printed Name)

CITY OF FORT PIERCE

DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete either the application for Waiver of Penalties (lot clearing / demolition) or Request for Reduction / Rescindment (code enforcement fines).
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary of the Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens must be heard before either the Code Enforcement Board or Special Magistrate prior to being heard before the City Commission.

Property Address: 1354 Bayshore Dr. Ft. Pierce, Fla 34949

Property Owner: Gertrude Elliot

Mailing Address: Same As above

Telephone #: 462-4550 Cell Phone #: 332-4676

E-Mail Address: _____

Is the property in compliance? Yes If no, please explain _____

CITY OF FORT PIERCE

DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

I, Gertrude Elliot, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

The reason I was out of compliance was that in the beginning of Jan 2013 I fell & was rushed to emergency. The hospital & Doctor placed me in an Assisted living facility called Tradition Assisted living facility until I recovered & left Nov 6/2013 & returned back to my home.

Date: 12/17/2013

Signed: Gertrude Elliot

Print Name: Gertrude Elliot

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Gertrude N. Elliot who acknowledged before me that the information contained herein is true and correct. He / She is not personally known to me and has produced FL ID # E430-294-34-683-0 as identification.

SWORN TO AND SUBSCRIBED before me this 17th day of December, 2013.

Notary Public - State of Florida
My Comm. Expires Sep 24, 2017
Commission # FF 057066
Bonded Through National Notary Assn.

Notary Public, State of Florida

MINUTES
SPECIAL MAGISTRATE
CITY OF FORT PIERCE
100 NORTH U.S. # 1
FORT PIERCE, FL 34950
FEBRUARY 5, 2014

Special Magistrate Blandino called the meeting to order at 9:05 AM.

All present stood for the Pledge of Allegiance.

The first item on the agenda was the swearing in of code officers: Code Compliance Manager Margaret Arraiz, and Code Officers Janey Singer and Andy Avery.

Staff present was Acting Recording Secretary, Mechelle Arbuzow and Assistant City Attorney, Steve McCain.

The next item on the agenda was 6.A - Massey Hearing.

Item 6A-1 is case #13-1114; property address is 1709 Pelican Drive, Ft. Pierce, Florida. The property was previously owned by Deborah L. Robbins and now owned by Wachovia Mortgage F.S.B. F/K/A World Savings Bank, F.S.B., Oakland Park, Florida. The code sections in violation were 5-368 (1) property maintenance and 16-46, 16-47, 16-48 (8) nuisance of stagnant water.

Margaret Arraiz presented the Facts of the Case explaining that the case came before the Special Magistrate on October 2, 2013 giving the property owners 15 days to comply or a fine of $500.00 per day. An inspection was made on October 24, 2013; the property was not in compliance and the fines began. On December 2, 2013 an inspection was made and the property was now in compliance; the fines stopped. The total amount of fines is $19,530.00 of which $30.00 is recording fees. There were no liens recorded. An offer was made to resolve this case for $1,500.00 and Staff was agreeable to this offer.

Special Magistrate Blandino went over the 3 criteria required by Rule 16 and agreed to the $1,500.00 reduction payable within 60 days. If the payment is not received within that 60 days the fines would revert back to the original amount and a lien would be recorded.

The next item on the agenda was 6.B - Lien Reduction Requests.

Item 6B-1 is case #10-0171, property address 811 Delaware Avenue, Ft. Pierce, Florida. The current owner is Mr. Michael James Beck, 3608 Juan Ortiz Circle, Ft. Pierce, Florida 34947. The code violations were 5-368 (1) (3) (4) property maintenance, 5-369 vacant buildings, 23-49 (4) affirmative maintenance, and 22-187 (13) landscape maintenance.

Margaret Arraiz presented the Facts of the Case and explained that the case was initiated February 18, 2010, came before the Special Magistrate July 7, 2010 at which time the property owner was given 60 days to comply or be fined $250.00 per day plus an additional fine of $100.00 per day for affirmative maintenance. An inspection was made on January 25, 2011; the property was not in compliance and the fines began. On May 19, 2011 the lien was recorded. On January 6, 2014 an inspection was made; the property was now in compliance and the fines stopped. The total amount of lien is $376,980.00 of which $30.00 is recording fees

On January 16, 2014 we received a lien reduction request from Mr. Beck. Based upon the value of the property today which is a little over $75,000.00 Staff has made an offer of 10% which is $7,500.00. Mr. Beck has indicated that he is willing to accept that reduction offer.

Special Magistrate Blandino went over the 7 criteria required by Rule 17 and recommended the City Commission accept this offer.

Item 6B-2 is case #12-0133, property address 1354 Bayshore Drive, Ft. Pierce, Florida. The current owner is Gertrude Elliot. The code sections in violation is 22-187 (13) landscape maintenance and 5-368 (1) (3) property maintenance.

Margaret Arraiz presented the Facts of the Case and explained that the case was initiated on February 1, 2012. It came before the Special Magistrate on June 6, 2012. At that time the property owner was given 30 days to comply or a fine of $150.00 per day. On July 9, 2012 an inspection was made and the property was not in compliance. On September 10, 2012 the lien was recorded. On November 26, 2013 an inspection was made and the property was now in compliance. The total amount of lien is $75,790.00 of which $40.00 is recording

fees. On December 17, 2013 Staff received a lien reduction request from Gertrude Elliot. After meeting with Ms. Elliott; we have agreed to $500.00

Special Magistrate Blandino went through the 7 criteria required by Rule 17 and recommended that the City Commission accept her offer and allow 60 days to pay. If not paid within the 60 days a lien will be recorded on the reduced amount of $500.00.

The next items on the agenda are 5.A for New Violation Cases.

Item 5A-4 is case #13-2169, property address 302 N 28th Street, Ft. Pierce, Florida. The property owner is Julio A. Etchepare, 2508 Johnson Street, Hollywood, Florida. The code violations were 5-369 vacant buildings and are currently in compliance. Staff is asking for R & D.

Special Magistrate found that a violation existed but has been cured as of the date of this hearing. The violators shall be warned that if these violations reoccur, pursuant to Florida Statute 162.09, the Code Officer may notify the Special Magistrate and request that a fine be entered.

Item 5A-1 is case #13-0637, property address 102 Hialeah Avenue, Ft. Pierce, Florida. The property owner is Larry and Vicky King, 930 10th Court SW, Vero Beach, Florida 32962. The code violations were 5-1.105.1 permit required, 5-368 (1) property maintenance.

Code Enforcement Officer Andy Avery, filling in for Officer Shaun Coss, read in the case. Officer Avery stated that Ms. King has turned the paper work in for the permit but it hasn't been issued yet. She was unable to attend today due to her work. Staff is requesting 30 days to obtain the permit and then the property owner is to comply with the conditions of the permit.

Special Magistrate found that a violation does exist and the violators who are not present are deemed to have admitted guilt. He further ordered that they be given the requested 30 days to obtain the permit and then comply with the conditions of the permit or they will be fined the amount of $250.00 per day.

Item 5A-2 is case #13-1967, 119 Indian Hills Drive, Ft. Pierce, Florida owned by Steven R. Patterson, 370 E. Midway Road, Ft. Pierce, Florida. The code violations are 16-46, 16-47, 16-48 (1) (5) outside storage, 16-46, 16-47, 16-48 (11) outside storage-indoor furniture, 5-368 (4) property maintenance.

Item 5A-3 is case #13-2037, 1005 Barbados Avenue, Ft. Pierce, Florida owned by Hardy Sutton, 1005 Barbados Avenue. The code violations are 16-46, 16-47, 16-48 (8) nuisance-stagnant water, 5-369 vacant buildings.

Item 5A-5 is case #13-2170, 308 N 28th Street, Ft. Pierce, Florida owned by Jem Realty Services II LLC, 8815 W Angle Road, Ft. Pierce, Florida 34947. The code violation is 5-369 vacant buildings.

Special Magistrate Blandino ruled that a violation does exist and the violators that are not present are deemed to have admitted guilt. He further ordered that they be given the number of days recommended by the Code Enforcement Officer on the case summary sheet to come into compliance or they would be fined the amount also shown on the summary sheet.

Margaret Arraiz introduced the two new code officers to Special Magistrate Blandino and explained that after their training is completed there will also be code enforcement on weekends.

There being no further business, the meeting was adjourned at 9:30 A.M.

ATTEST:

_____ _____

SECRETARY TO THE SPECIAL MAGISTRATE CODE ENFORCEMENT MANAGER

A Taped Recording of this Meeting has been saved.

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Robert J. Bradshaw, City Manager

FROM: Colleen Greer, Executive Assistant to Special Magistrate

SUBJECT: LIEN REDUCTION REQUEST – 1354 Bayshore Drive, Ft. Pierce, FL

DATE: March 3, 2014

The following is a breakdown of the above property:

	Code Enforcement Fines	Interest & Penalties	Administrative Fees	Filing Fees
	$75,750.00	.00	.00	$40.00
Totals:	$75,750.00	.00	.00	$ 40.00

Amount that can be waived including filing fees		$ 75,790.00
Amount that cannot be waived		.00
	TOTAL	$ 75,790.00

Amount requested to be waived		$ 75,290.00
Amount being offered for settlement		$ - 500.00
	TOTAL	$ 75,790.00

PROPERTY RECORD CARD

Gertrude Elliot Record: 1 of 1 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Property Identification

Site Address:	1354 Bayshore Dr	ParcelID:	2401-621-0010-000-7
Sec/Town/Range:	01 :35S :40E	Account #:	135048
Map ID:	24/01D	Use Type:	SF Res
Zoning:	R4A	City/Cnty:	Fort Pierce

Ownership and Mailing

Owner: Gertrude Elliot

Address: 1354 Bayshore Dr
Fort Pierce FL 34949-3050

Legal Description

BEACHCOMBER-PHASE ONE- LOT 9 (MAP 24/01D) (OR 1323-306)

Sales Information

Date	Price	Code	Deed	Book/Page
8/22/2000	128500	00	WD	1323 / 0306
11/2/1999	85000	01	WD	1260 / 2654
9/21/1999	100	01	MS	1251 / 0094
6/23/1994	20000	01	WD	0909 / 1955
9/15/1993	34100	02	WD	0860 / 2093

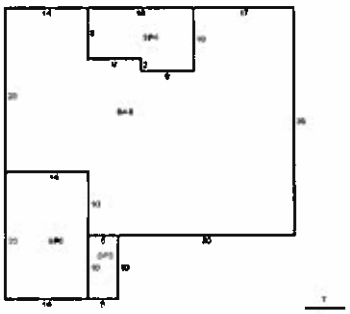
Assessment 2013

2013 Final:	126700
Assessed:	126700
Ag Credit:	0
Exempt:	
Taxable:	
Taxes:	3238.37

Total Land and Building

Land Value: 60000 Acres: 0.19
Building Value: 66700
Finished Area: 1462 SqFt

BUILDING INFORMATION





Exterior Features

View:	-	RoofCover:	SA - Asph Shingle	RoofStruct:	HP - Hip
ExtType:	HC - HC	YearBlt:	1994	Frame:	-
Grade:	C - C	EffYrBlt:	1994	PrimeWall:	BS - CB Stucco
StoryHght:	0010 - 1 Story	No.Units:	1	SecWall:	-

Interior Features

BedRooms:	3	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	2	HeatType:	FHA - FrcdHotAir	AvgHt/Fl:	STD
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CT - Tile-Ceramic
%A/C:	100	%Heated:	100	%Sprinkled:	0

Special Features and Yard Items

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
SDSF - SITE DEV S-F	Y	1	1	AV	AV	2001
FEN4 - CHAINLINK 4'	Y	1	331	AV	AV	2002

Land Information

No.	Use Type	Type	Measure	Depth
1	0100-SF Res	BIRR-Site	1	

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

City Commission Regular Meeting **Agenda Item # 9. d.**

Meeting Date: 03/03/2014

Re: Lien Reduction Request - 811 Delaware Avenue

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

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SUBJECT:

Request by Mr. Michael James Beck to reduce lien in the amount of $376,980.00 to $7,500.00

SUMMARY:

Mr. Beck purchased this distressed historic structure and made the necessary improvements to comply the code violations. He plans to fully rehabilitate the structure and operate his business there. Both parties agreed to the reduced amount, which is roughly 10% of the listed property value.

RECOMMENDATION:

Approve reducing lien to the amount of $7,500.00.

ALTERNATIVES:

Deny the request.
Amend the reduced amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Executive Secretary

COORDINATED WITH:

Peggy Arraiz, Code Compliance Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year: FY14

Account:

Amount: 7500.00

OTHER INFORMATION:

Income of $7,500.00 to the general fund.

Attachments

SM Blandino Minutes
Lien breakdown
Request for Reduction
Property Tax Card

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	02/21/2014 03:18 PM

Form Started By: Peggy Arraiz Started On: 02/21/2014 01:05 PM

Final Approval Date: 02/21/2014

MINUTES
SPECIAL MAGISTRATE
CITY OF FORT PIERCE
100 NORTH U.S. # 1
FORT PIERCE, FL 34950
FEBRUARY 5, 2014

Special Magistrate Blandino called the meeting to order at 9:05 AM.

All present stood for the Pledge of Allegiance.

The first item on the agenda was the swearing in of code officers: Code Compliance Manager Margaret Arraiz, and Code Officers Janey Singer and Andy Avery.

Staff present was Acting Recording Secretary, Mechelle Arbuzow and Assistant City Attorney, Steve McCain.

The next item on the agenda was 6.A - Massey Hearing.

Item 6A-1 is case #13-1114; property address is 1709 Pelican Drive, Ft. Pierce, Florida. The property was previously owned by Deborah L. Robbins and now owned by Wachovia Mortgage F.S.B. F/K/A World Savings Bank, F.S.B., Oakland Park, Florida. The code sections in violation were 5-368 (1) property maintenance and 16-46, 16-47, 16-48 (8) nuisance of stagnant water.

Margaret Arraiz presented the Facts of the Case explaining that the case came before the Special Magistrate on October 2, 2013 giving the property owners 15 days to comply or a fine of $500.00 per day. An inspection was made on October 24, 2013; the property was not in compliance and the fines began. On December 2, 2013 an inspection was made and the property was now in compliance; the fines stopped. The total amount of fines is $19,530.00 of which $30.00 is recording fees. There were no liens recorded. An offer was made to resolve this case for $1,500.00 and Staff was agreeable to this offer.

Special Magistrate Blandino went over the 3 criteria required by Rule 16 and agreed to the $1,500.00 reduction payable within 60 days. If the payment is not received within that 60 days the fines would revert back to the original amount and a lien would be recorded.

The next item on the agenda was 6.B - Lien Reduction Requests.

Item 6B-1 is case #10-0171, property address 811 Delaware Avenue, Ft. Pierce, Florida. The current owner is Mr. Michael James Beck, 3608 Juan Ortiz Circle, Ft. Pierce, Florida 34947. The code violations were 5-368 (1) (3) (4) property maintenance, 5-369 vacant buildings, 23-49 (4) affirmative maintenance, and 22-187 (13) landscape maintenance.

Margaret Arraiz presented the Facts of the Case and explained that the case was initiated February 18, 2010, came before the Special Magistrate July 7, 2010 at which time the property owner was given 60 days to comply or be fined $250.00 per day plus an additional fine of $100.00 per day for affirmative maintenance. An inspection was made on January 25, 2011; the property was not in compliance and the fines began. On May 19, 2011 the lien was recorded. On January 6, 2014 an inspection was made; the property was now in compliance and the fines stopped. The total amount of lien is $376,980.00 of which $30.00 is recording fees

On January 16, 2014 we received a lien reduction request from Mr. Beck. Based upon the value of the property today which is a little over $75,000.00 Staff has made an offer of 10% which is $7,500.00. Mr. Beck has indicated that he is willing to accept that reduction offer.

Special Magistrate Blandino went over the 7 criteria required by Rule 17 and recommended the City Commission accept this offer.

Item 6B-2 is case #12-0133, property address 1354 Bayshore Drive, Ft. Pierce, Florida. The current owner is Gertrude Elliot. The code sections in violation is 22-187 (13) landscape maintenance and 5-368 (1) (3) property maintenance.

Margaret Arraiz presented the Facts of the Case and explained that the case was initiated on February 1, 2012. It came before the Special Magistrate on June 6, 2012. At that time the property owner was given 30 days to comply or a fine of $150.00 per day. On July 9, 2012 an inspection was made and the property was not in compliance. On September 10, 2012 the lien was recorded. On November 26, 2013 an inspection was made and the property was now in compliance. The total amount of lien is $75,790.00 of which $40.00 is recording

fees. On December 17, 2013 Staff received a lien reduction request from Gertrude Elliot. After meeting with Ms. Elliott; we have agreed to $500.00

Special Magistrate Blandino went through the 7 criteria required by Rule 17 and recommended that the City Commission accept her offer and allow 60 days to pay. If not paid within the 60 days a lien will be recorded on the reduced amount of $500.00.

The next items on the agenda are 5.A for New Violation Cases.

Item 5A-4 is case #13-2169, property address 302 N 28th Street, Ft. Pierce, Florida. The property owner is Julio A. Etchepare, 2508 Johnson Street, Hollywood, Florida. The code violations were 5-369 vacant buildings and are currently in compliance. Staff is asking for R & D.

Special Magistrate found that a violation existed but has been cured as of the date of this hearing. The violators shall be warned that if these violations reoccur, pursuant to Florida Statute 162.09, the Code Officer may notify the Special Magistrate and request that a fine be entered.

Item 5A-1 is case #13-0637, property address 102 Hialeah Avenue, Ft. Pierce, Florida. The property owner is Larry and Vicky King, 930 10th Court SW, Vero Beach, Florida 32962. The code violations were 5-1.105.1 permit required, 5-368 (1) property maintenance.

Code Enforcement Officer Andy Avery, filling in for Officer Shaun Coss, read in the case. Officer Avery stated that Ms. King has turned the paper work in for the permit but it hasn't been issued yet. She was unable to attend today due to her work. Staff is requesting 30 days to obtain the permit and then the property owner is to comply with the conditions of the permit.

Special Magistrate found that a violation does exist and the violators who are not present are deemed to have admitted guilt. He further ordered that they be given the requested 30 days to obtain the permit and then comply with the conditions of the permit or they will be fined the amount of $250.00 per day.

Item 5A-2 is case #13-1967, 119 Indian Hills Drive, Ft. Pierce, Florida owned by Steven R. Patterson, 370 E. Midway Road, Ft. Pierce, Florida. The code violations are 16-46, 16-47, 16-48 (1) (5) outside storage, 16-46, 16-47, 16-48 (11) outside storage-indoor furniture, 5-368 (4) property maintenance.

Item 5A-3 is case #13-2037, 1005 Barbados Avenue, Ft. Pierce, Florida owned by Hardy Sutton, 1005 Barbados Avenue. The code violations are 16-46, 16-47, 16-48 (8) nuisance-stagnant water, 5-369 vacant buildings.

Item 5A-5 is case #13-2170, 308 N 28th Street, Ft. Pierce, Florida owned by Jem Realty Services II LLC, 8815 W Angle Road, Ft. Pierce, Florida 34947. The code violation is 5-369 vacant buildings.

Special Magistrate Blandino ruled that a violation does exist and the violators that are not present are deemed to have admitted guilt. He further ordered that they be given the number of days recommended by the Code Enforcement Officer on the case summary sheet to come into compliance or they would be fined the amount also shown on the summary sheet.

Margaret Arraiz introduced the two new code officers to Special Magistrate Blandino and explained that after their training is completed there will also be code enforcement on weekends.

There being no further business, the meeting was adjourned at 9:30 A.M.

ATTEST:

_____ _____

SECRETARY TO THE SPECIAL MAGISTRATE CODE ENFORCEMENT MANAGER

A Taped Recording of this Meeting has been saved.

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Robert J. Bradshaw, City Manager

FROM: Colleen Greer, Executive Assistant to Special Magistrate

SUBJECT: LIEN REDUCTION REQUEST – 811 Delaware Avenue, Ft. Pierce, FL

DATE: March 3, 2014

The following is a breakdown of the above property:

	Code Enforcement Fines	Interest & Penalties	Administrative Fees	Filing Fees
	$376,950.00	.00	.00	$30.00
Totals:	$376,950.00	.00	.00	$ 30.00

Amount that can be waived including filing fees		$ 376,980.00
Amount that cannot be waived		.00
	TOTAL	$ 376,980.00

Amount requested to be waived		$ 369,480.00
Amount being offered for settlement		$ 7,500.00
	TOTAL	$ 376,980.00

CITY OF FORT PIERCE
DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

Date:	January 16, 2014				
Property address:	811 Delaware Ave. Fort Pierce, FL 34950				
Owner(s) of record:	Michael James Beck				
Mailing address:	3608 Juan Ortiz Circle Fort Pierce, FL 34947				
Property tax ID #:	2410-709-0014-000-2				
Original purchase date:	08/01/2013	Original purchase price:	$13,500.00		
Other Information:	☐ Inherited Property	☐ Purchased at Tax Sale	☐ Adjoining Property Owner		
Property is used for:	☐ Single Family	☐ Multi-family	☒ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Michael Beck	Relationship to owner(s):			
Telephone #:	609-892-6855	Mobile phone #:	609-892-6855		
E-mail:	Michaelbeck@vcmg.us	Preferred contact method:	Email		
What are owner(s) intentions for property:	I intend to use the property as the primary office for my company, VCMG				
Amount of Fine:		Date Fine Initiated:			
Are there current code violations?	☐ No	☐ Yes	Explain: (please attached notice)		
Is a lien filed against the property?	☐ No	☒ Yes	If yes, what is the lien amount?	$376,980.00	
Is property listed for sale?	☒ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☒ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $376,980.00_____

DOLLAR AMOUNT REQUESTING TO BE WAIVED $376,980.00____

DOLLAR AMOUNT I AGREE TO PAY $0_____

If the city waives any fees, interest, penalties, fine or lien amount, the undersigned does hereby agree to pay the remainder within sixty (60) days from the date of the Board, Magistrate or Commission's decision unless an alternate time frame is specified in the motion.

(Signature of Owner or Representative)

Michael Beck Jr

(Printed Name)

CITY OF FORT PIERCE

DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete either the application for Waiver of Penalties (lot clearing / demolition) or Request for Reduction / Rescindment (code enforcement fines).
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary of the Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens must be heard before either the Code Enforcement Board or Special Magistrate prior to being heard before the City Commission.

Property Address: 811 Delaware Ave. Fort Pierce, FL 34950

Property Owner: Michael Beck

Mailing Address: 3608 Juan Ortiz Circle, Fort Pierce, FL 34947

Telephone #: 772-618-2381 ext. 22 Cell Phone #: 609-892-6855

E-Mail Address: MichaelBeck@vcmg.us

Is the property in compliance? ___No_____ If no, please explain __Property is in compliance with all violations that caused fines and/or liens to be imposed. The property is in the process of being finished so as to be able to accommodate company offices, including but not limited to being in compliance with all City and ADA codes._____

CITY OF FORT PIERCE

DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

I, Michael Beck, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

The total penalty on the above mentioned property should be reduced for a multitude of reasons. The first being that the fines and/or liens started to accrue under a previous owner who let the property fall into a state of absolute disrepair, thus affecting the property value of surrounding parcels as well as the overall aesthetic value of the historic Oakland Park neighborhood. The previous owner made no attempt to either bring the property into compliance or pay any of the fines and/or liens associated with the violations, essentially abandoning the property with no plan to return. Prior to me purchasing the property the city was left with the very likely outcome of demolition and the loss of a great historic building with no one insight to help alleviate the cost, or to purchase the property. Since I have come into ownership I have worked tirelessly and at great personal cost to bring the historic building into full compliance with all city codes and regulations. As a contributing citizen of the great city of Fort Pierce, I wish to bring this historic building back to its original glory, thereby improving the Oakland Park neighborhood, one of Fort Pierce's most historic and treasured neighborhoods, as a whole. It is not my goal to simply renovate the property in an effort to sell the building but to move the headquarters of my very successful General Contracting company into the building. I believe that by purchasing this property in an effort to renovate

and move my company into the building ensures that a tax paying, contributing member of the Fort Pierce community who sincerely cares about the city will be on the property for years to come. I have already spent an exceptional amount of money in repairs and have no intention to stop until the property is fully back to its original, beautiful state, and ready to accommodate business once again. It is a great sign of economic turnaround when we can bring business back to the downtown sector while preserving the history and tradition of the great city. I ask that you do not deter this turnaround but instead waive the fines and/or liens knowing that the long term effects of what I am trying to do will have a much greater positive impact on the economy, aesthetics of the historic neighborhood, and on surrounding property values. This will also be an example to other businesspeople or homeowners who wish to buy dilapidated properties within the core center of the city in an effort to move their businesses or homes but are hesitant because of code violation fines and liens that are on the property due to no fault of their own. A reduction shows that Fort Pierce is ready and willing to keep improving an already great city.

CITY OF FORT PIERCE

DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

Date: 1/16/2014

Signed: [signature]

Print Name: Michael Beck Jr.

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority MICHAEL BECK JR. who acknowledged before me that the information contained herein is true and correct. He / She is not personally known to me and has produced Drivers License as identification.

SWORN TO AND SUBSCRIBED before me this 16th day of January, 2014.

[signature]

Notary Public, State of Florida

DEBORAH LEE ROBBINS
MY COMMISSION # EE860925
EXPIRES January 29, 2017
FloridaNotaryService.com

PROPERTY RECORD CARD

Michael J Beck Jr Record: 1 of 1 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Property Identification

Site Address:	811 Delaware Ave	ParcelID:	2410-709-0014-000-2
Sec/Town/Range:	10 :35S :40E	Account #:	23657
Map ID:	24/10S	Use Type:	PROF SERV
Zoning:	C1	City/Cnty:	Fort Pierce

Ownership and Mailing

Owner: Michael J Beck Jr

Address: 3608 Juan Ortiz Cir
Fort Pierce FL 34947

Legal Description

OAKLAND PARK BLK 3 LOT 4 (MAP 24/10F) (OR 3547-1596)

Sales Information

Date	Price	Code	Deed	Book/Page
8/1/2013	13500	0112	SP	3547 / 1596
12/6/2011	13900	0111	TD	3345 / 0670
11/1/2010	0	0111	MS	3241 / 2222
6/16/2010	100	0118	QC	3208 / 2647
6/22/2009	100	0111	CT	3107 / 0136
12/30/2002	100	01	QC	1643 / 0628
3/1/1977	25000	00	CV	0265 / 0079

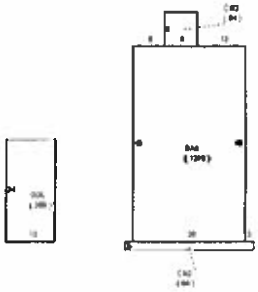
Assessment 2013

2013 Final:	75200
Assessed:	75200
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	1922.06

Total Land and Building

Land Value: 24600 Acres: 0.16
Building Value: 50600
Finished Area: 1186 SqFt

BUILDING INFORMATION





Exterior Features

View:	-	RoofCover:	SA - Asph Shingle	RoofStruct:	GA - Gable
ExtType:	LROF - OFFICE	YearBlt:	1921	Frame:	-
Grade:	Y_C - Commer C	EffYrBlt:	1990	PrimeWall:	WN - Wood no Sh
StoryHght:	0010 - 1 Story	No.Units:	1	SecWall:	-

Interior Features

BedRooms:	2	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/Fl:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	DP - Double Pine
%A/C:	100	%Heated:	100	%Sprinkled:	100

Special Features and Yard Items

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.

Land Information

No.	Use Type	Type	Measure	Depth
1	1900-PROF SERV	220 -Sq Feet	7020	

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

City Commission Regular Meeting **Agenda Item # 9. e.**

Meeting Date: 03/03/2014

Re: Firehouse Subs Public Safety Foundation Grant 2014

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

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SUBJECT:

The police department requests approval to submit and accept the 2014 Firehouse Subs Public Safety Foundation Grant in the amount of $20,000.

SUMMARY:

The Police Department requests approval to submit and accept the 2014 Firehouse Subs Public Safety Foundation Grant in the amount of $20,000. There is no cash match requirement.

The Firehouse Subs Public Safety Foundation provides emergency service entities throughout the nation with vital funding, resources and support to adequately protect their communities. This grant will allow the police department to procure an All-Terrain Vehicle for search and rescue, emergency/disaster response and recovery purposes. Currently, the police department does not have an All-Terrain Vehicle in its fleet.

RECOMMENDATION:

Approve the request.

ALTERNATIVES:

None.

RESPONSIBLE STAFF:

Deputy Chief Frank J. Amandro, Support Services Bureau.

COORDINATED WITH:

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

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2015
Account:	101.3005.521.6440
Amount:	0

OTHER INFORMATION:

The Firehouse Subs Public Safety Foundation Grant Program is 100% funded. There is no local match requirement.

Attachments

Firehouse Subs Public Safety Foundation

Form Review

Inbox	Reviewed By	Date
Finance Department	Gloria Johnson	02/21/2014 01:16 PM
City Manager	Robert Bradshaw	02/21/2014 03:18 PM

Form Started By: Jacquelyn Esposito Started On: 02/18/2014 08:59 AM

Final Approval Date: 02/21/2014

FIREHOUSE SUBS
PUBLIC SAFETY FOUNDATION

The Firehouse Subs Public Safety Foundation was launched in 2005 as a means for the Firehouse Subs restaurants to give back to the local community. Emergency service entities throughout the nation are lacking the tools needed to adequately protect their communities. As a 501 (c) (3) non-profit organization the Firehouse Subs Public Safety Foundation effectively reaches out to provide vital funding, resources and support that may not be available to these brave men and women. For example, a recent $24,335 worth of life-saving equipment was made to the Silver Bluff Volunteer Fire Department in South Carolina after a devastating tornado tore through the region in 2009.

The Firehouse Public Safety Foundation is dedicated to improving the life-saving capabilities of emergency service entities in communities served by Firehouse Subs by providing funding, resources and. The reach and mission of the Foundation is truly national in scope with fire, police and emergency departments from Jacksonville to Las Vegas, over 160 communities, receiving much-needed donations.

Individual stores raise money through the sale of pickle buckets and cash donations at the counter, which are in turn given back to the Foundation. An annual Men's Doubles Tennis Tournament also provides a chance for the founder's local community to come out and show their support for the organization. In addition to scholarships and fire prevention education, donated funds are used for purchasing crucial emergency response equipment such as thermal imaging cameras, which can detect heat given off by people that may be trapped in a burning building, allowing firefighters to accurately locate victims through the heavy smoke. In addition the Firehouse Subs Public Safety Foundation, Inc. has donated:

- Res-Q-Jacks
- ATV's with rescue capabilities
- BullEx Fire Extinguishing Training Systems
- Extrication tools
- Automated external defibrillators
- Personal protective wild land fire clothing
- Air masks
- EZ-IO drills
- Fire prevention door hangers
- K-9 unit
- AED's
- Communication devices for police
- and the list continues to grow as new requests come in daily

Each October, the Foundation also sponsors Fire Safety Month, dedicated to providing fire safety education. During the month, fire safety medallions are sold at each store in $1 or $5 increments. Patrons sign the medallion and it is placed in stores creating a mural of support for those who serve the community.

Since its inception, Firehouse Subs Public Safety Foundation, Inc. has donated more than $2 million to fire departments, police departments and EMS in local Firehouse Subs markets. For more information, please contact Robin Peters at rpeters@firehousesubs.com or Meghan Bender at mbender@firehousesubs.com.

Firehouse Subs, ® founded in Jacksonville, Fla., by former firefighting brothers Chris and Robin Sorensen, is a 390-unit fast-casual restaurant chain. Subs offer oversized portions of premium hand-sliced meats and cheeses, steamed to make the flavors burst, then piled high with fresh produce atop a toasted sub roll. Restaurants reflect the authentic firefighter heritage, as well as the founding family's 200 years of firefighting service. In 2005, the company created the Firehouse Subs Public Safety Foundation, Inc. to provide funding to first responders. Firehouse Subs was recently named "National Chain" winner of the National Restaurant Association's (NRA) Restaurant Neighbor Award for their overall dedication to community service. The 2010 plans for expansion include the Northeast, Central and Southwest regions of the U.S.

For more information on Firehouse Subs, please call 1.800.388.FIRE (3473) or visit www.firehousesubs.com.

City Commission Regular Meeting **Agenda Item # 9. f.**

Meeting Date: 03/03/2014

Re: Modification Number Two to Subgrant Agreement 14HM-2Y-10-66-02-144 betwee the Division of Emergency Management and the City of Fort Pierce

Submitted For: Linda Whalen, Program Analyst, Urban Redevelopment

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SUBJECT:

Approve Modification Number Two to Subgrant Agreement Number 14HM-2Y-10-66-02-144 pending review as to form and correctness by City Attorney.

SUMMARY:

This agreement is to retrofit buildings at five City locations by procuring and installing impact resistant glass on all exterior windows and doors of the buildings. The modification removes Old City Hall from the agreement. This is due to engineering testing where the Old City Hall building did not meet the required strength in any location to attach upgraded windows. The modification also adds $329,935 to the cost of the St. Anastasia building to upgrade windows to meet Historic Preservation Requirements.

RECOMMENDATION:

Recommend approval.

ALTERNATIVES:

None

RESPONSIBLE STAFF:

Nick Mimms, Deputy City Manager, Linda Whalen, Project Administrator

COORDINATED WITH:

City Attorney's Office, Purchasing Department

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

Fully financed by DEM. No City funds involved.

Attachments

Cover Letter

Modification #2

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	02/21/2014 10:29 AM
Purchasing	Tony Barnes	02/21/2014 10:54 AM
Finance Department	Gloria Johnson	02/21/2014 10:59 AM
City Manager	Robert Bradshaw	02/21/2014 03:18 PM
Form Started By: Linda Whalen		Started On: 02/20/2014 03:45 PM
Final Approval Date: 02/21/2014		

U.S. Department of Homeland Security
FEMA Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

January 24, 2014

Mr. Bryan Koon, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Attention: Mr. Miles Anderson

Reference: **Hazard Mitigation Grant Program (HMGP) DR-1561-164-R (State Project Number 1561-97) City of Fort Pierce, City Hall Administration Building, Wind Retrofit, Scope of Work (SOW) Modification**

Dear Mr. Koon:

This letter is to inform the Florida Division of Emergency Management (FDEM) that the Federal Emergency Management Agency (FEMA) has reviewed the FDEM request dated December 27, 2013 to modify the SOW of the project referenced above by removing the Old City Hall Building.

After review of the documentation and the project file, the originally approved SOW was to wind retrofit multiple city buildings: City Hall Administration Building, Police Department, St. Anastasia Building, River Walk Center, Public Works Compound, Old City Hall and the current City Hall. Per the subgrantee, after testing, the historic Old City Hall Building did not meet the required strength in any location to attach upgraded windows. However, the historic St. Anastasia Building did meet the standards and will need a cost increase to accommodate this change to a different, upgraded window system. The Old City Hall Building project cost was $817,718. Of that amount, $487,783 was de-obligated from the project and $329,935 was re-allocated to the St. Anastasia Building. The products and installation for this wind retrofit will meet all Florida Building Code specifications. This is the only SOW modification being approved at this time. A portion of the local share for this project is being provided by overall disaster overmatch.

	Total Project Costs	Federal Share	Grantee Admin Expenses	Subgrantee Admin Expenses	Total Obligated Amount
Previous Obligation	$6,832,353	$6,249,853	$31,600	$70,162	$6,351,615
De-obligation	-$487,783	-$487,783	-$2,451	-$2,439	-$492,673
Total	$6,344,570	$5,762,070	$29,149	$67,723	$5,858,942

As a reminder, the Period of Performance for this project remains the same and ends on August 1, 2014.

Below are the conditions associated with the SOW:

1. NHPA:
   a. For the St. Anastasia School only:
      i. Any retrofits to this building (specifically window and door replacements) should be developed in accordance with the approaches set forth in the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* in order to avoid a potential adverse effect on the buildings' historic significance.
      ii. If the windows and exterior doors cannot be retained (only if historic) the replacements must match the original windows/ doors in design, style and materials.
      i. If using the same materials is not feasible, then a compatible substitute material may be considered, as long as the original design details are reproduced. As explicitly stated in *Standard 6*, when a historic feature is missing or is too deteriorated to repair, "*the new feature shall match to old in design, color, texture and other visual qualities and, where possible, material.*"
2. EO 11988:
   a. At project closeout: Provide verification of compliance with local floodplain administrator regulations for construction in the floodplain.
3. TSCA:
   a. If any "asbestos containing material", lead based paint, or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the Toxic Substances Control Act (TSCA)
4. RCRA:
   a. Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, subgrantee shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
5. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
6. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
7. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Any property being mitigated with Federal hazard mitigation assistance funding in a Special Flood Hazard Area (SFHA) must comply with SFHA Guidance memo dated March 20, 2006, signed by David Maurstad.

The State must include a statement of assurance with the closeout request verifying that SFHA requirements were met on each structure mitigated within the SFHA.

According to the General Accounting Office GAO 10-80 and GAO 10-82, any and all cost associated with an HMGP project must be incurred after the date of declaration of a disaster under which the project is proposed for funding.

If the FDEM has any questions, please contact David Vandewater at (229) 225-4875.

Sincerely,

Jacky Bell, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure
De-obligation Report

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1561	164-R	5	97	7	438	FL	Statewide

Subgrantee: FORT PIERCE CITY HALL
Subgrantee FIPS Code: 111-087C8

Project Title : CITY OF FORT PIERCE, ST. LUCIE COUNTY, CITY HALL ADMIN BLDG. - WIND RETROFIT

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$5,762,070	$5,762,070	$0	$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$-487,783	$-2,451	$-2,439	$-492,673	01/23/2014	Accept	2012

Comments

Date: 01/23/2014 User Id: DBURKETT

Comment: 1561-0164-R City of Fort Pierce, Wind Retrofit funding adjustment of Federal Share $487,783 FY2012 to remove Old City Hall from p consideration approved HMO.

Date: 01/23/2014 User Id: DVANDEW1

Comment: MA submit de-obligation of $487,783 fed for removal of Old City Hall for 1561-164R, City of Fort Pierce, Wind Retrofit.

Authorization

Preparer Name: DAVID VANDEWATER
Preparation Date: 01/23/2014

HMO Authorization Name: DEBORAH BURKETT
HMO Authorization Date: 01/23/2014

Sliding Scale Percentage:

up to	$100,000	=	3.00%
up to	$1,000,000	=	2.00%
up to	$5,000,000.00	=	1.00%
Excess		=	0.50%

Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1561	164-R	5	97	7	438	FL	Statewide

Subgrantee: FORT PIERCE CITY HALL
Subgrantee FIPS Code: 111-087C8

Project Title : CITY OF FORT PIERCE, ST. LUCIE COUNTY, CITY HALL ADMIN BLDG. - WIND RETROFIT

Admin Calculation

Admin Cost Calculation: Sliding Scale Calculation Percentage: N/A

Justification:



Authorizing Official Signature	Authorizing Official Title	Authorization Date
	Chief, HMA	1.24.14
Authorizing Official Signature	Authorizing Official Title	Authorization Date

Sliding Scale Percentage:

up to	$100,000	=	3.00%
up to	$1,000,000	=	2.00%
up to	$5,000,000.00	=	1.00%
Excess		=	0.50%

Contract Number: 14HM-2Y-10-66-03-144

Project Number: 1561-164-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF FORT PIERCE

This Modification Number Two is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Fort Pierce ("the Recipient") to modify Contract Number: 14HM-2Y-10-66-03-144, dated August 1, 2013 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of $4,365,165.00, in Federal funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Division and the Recipient desire to modify the Scope of Work and decrease the funding by $490,222.00 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to decrease the Federal Funding by $487,783.00, for the maximum amount payable under the Agreement to $3,874,943.00, (Three Million Eight Hundred Seventy Four Thousand Nine Hundred Forty Three Dollars and No Cents).

2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: CITY OF FORT PIERCE

By: _____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

Attachment A (2nd[st] Revision)

Budget and Scope of Work

Scope of Work

As a Hazard Mitigation Grant Program Project, the Recipient, City of Fort Pierce will expand the Scope of Work of this proposed wind retrofit project to retrofit the following four (4) buildings by procuring and installing impact resistant glass on all exterior windows and doors of the buildings. In addition, 230-kW fixed stand alone generator will be procured and installed at the Police Headquarters building.

A 450-kW fixed stand alone generator will be procured and installed at the City Hall building located at 100 North U.S 1, Fort Pierce, Florida 34954.

The four (4) buildings and their locations are:

1. Police Headquarters; located at 920 South US 1, Ft. Pierce, Florida 34954
2. St. Anastasia School; located at 110 North 10th Street, Ft Pierce, Florida 34954
3. River Walk Center; located at 600 North Indian River Drive, Ft Pierce, Florida 34954
4. Public Works Compound; located at 52 Savanna Road, Ft Pierce, Florida 34954

As part of the scope of work expansion, all activities will be completed in accordance with the current Florida Building Code. All installations and components that will be used for the wind retrofit project will meet and carry Florida Building Code specifications and wind impact standards of the local codes.

The above structures serve as or support the EOC and other essential government functions during an event and/or have significant historic value. If deemed necessary, wind protection will be provided on any other openings such as skylights, vents, louvers and exhaust fans. Completion of the project will protect the buildings and their contents from potential storm damage.

The Recipient will be responsible for all fuel and other maintenance costs associated with the generators. The generator installations will provide back-up power generation for the structures to assure essential governmental functions including security and communication capacity during and after events.

The Recipient will provide two sets of "As-Built" construction documents for each generator and associated equipment certified by the applicable design professional(s) of record upon project completion.

Glazing in buildings shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:

a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (positive or negative) expressed in pounds per square feet as determined by the Florida Building Code,

Building Section1609 for which the specimen is to be tested.

The local municipal or county building department will inspect and certify all installations according to the manufactures' specifications.

The Police Station structure being mitigation is located in a Special Flood Hazard Area (SFHA). The Title Holder must adhere to the following restrictions:

- The Title Holder must insure all structures that will not be demolished or relocated out of the SFHA to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4011 et seg., as long as the Title Holder title to the property as required by 42 U.S.C. §4012a.

- The Title Holder must maintain all structures on the property in accordance with Flood Plain Management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Title Holder holds title to the property.

- The Title Holder must notify subsequent purchasers that SFHA conditions are attached to the property. This will be accomplished by the Title Holder ensuring that the City/County will legally record with the county or appropriate jurisdiction's land records a notice that includes the name of the current Title Holder (including book/page reference to record of current title, if readily available), a legal description of the property, and a declaration that Federal Law requires flood insurance coverage during the life of the property.

Any property being mitigated with Federal Hazard Mitigation assistance funding in a Special Flood Hazard Area (SFHA) must comply with SFHA Guidance.

Project Conditions:

The following requirements must be met at project closeout. Failure to do so may jeopardize funding.

1) The Recipient must provide a statement of assurance during project closeout, verifying that SFHA requirements were met on the properties listed above.
2) The Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or earlier completion. Any extensions of the Period of Performance (POP) must be submitted to FEMA 60 days prior to the expiration date.
3) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarified in 44 CFR 206.91.
4) Quarterly progress reports for HMGP projects are required. Recipient must regularly submit quarterly reports every quarter. Note that 44 CFR 206.438(c) indicates that the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded.

Environmental Conditions:

1. The Recipient must follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the Categorical Exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

2. Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the

Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

4. If ground disturbing activities occur during construction, the recipient will monitor ground disturbance. In the event of an unexpected discovery involving an Undertaking that has affected a previously unidentified historic property, human remains, or affected a known historic property in an unanticipated manner, the recipient should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries and take all reasonable measures to avoid or minimize harm to the property. The Recipient, or other designee, should contact the Florida Department State, Division of Historical Resources, Review and Compliance Section at 850.245.6333 or 800.847.7278, as well as the Division and FEMA. Project activities should not resume without verbal and/or written authorization for the Division of Historical Resources and FEMA. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*

3. The Recipient must provide verification of compliance with local floodplain administrator regulations for construction in the floodplain at project closeout.

4. If any “asbestos containing material” lead based paint, or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal state and local abatement and disposal requirements’ under the Toxic Substance Control Act (TSCA). Verification of compliance is required at closeout.

5. Unusable equipment, debris and material shall be disposed of in an approved manner location. In the event significant items (or evidence thereof) are discovered during implementation of the project, the Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these Resource Conservation & Recovery Act (RCRA) conditions may jeopardize FEMA funding; verification of compliance is required at project closeout.

6. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

7. If ground disturbing activities occur during construction, subgrantee will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

8. Because the St. Anastasia School is listed on the National Register of Historic Places, any retrofits to this buildings (specifically window and door replacements) should be developed in accordance with the approaches set forth in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings in order to avoid a potential adverse affect on the building's historic significance.

9. If the windows and exterior doors cannot be retained (only if historic) for the St. Anastasia School, the replacements must match the original windows/ doors in design, style and materials.

10. If using the same materials is not feasible during work on the St. Anastasia School, then a compatible substitute material may be considered, as long as the original design details are reproduced. As explicitly stated in *Standard 6*, when a historic feature is missing or is too deteriorated to repair, *"the new feature shall match to old in design, color, texture and other visual qualities and, where possible, material*."

This is FEMA project number **1561-164-R,** funded under 1561-DR-FL.

The Period of Performance for this project ends on **August 1, 2014**

Schedule of Work

State Contracting:	1	Month
Bidding Process:	1	Month
Installations:	9	Months
State Final Inspection:	1	Month
Potential Weather Delays:	1	Month
State Closeout Process:	1	Month
Total Period of Performance:	**14**	**Months**

The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or man-made disaster.
The funding provided by the Division of Emergency Management under this subgrant shall compensate for the materials and labor for the installation of storm shutters and/or other hardening activities as a retrofit measure for the Recipient's building to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Department does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency (FEMA) guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection." It is understood and agreed by the Department and the Recipient that the building may have vulnerabilities due to age, design and location which may result in damage to the building from wind events even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Department and the Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the building, does not ensure the safety of survival of building occupants.

Budget

Line Item Budget*

	Project Cost	**Federal Share**	**Local Share****
Police Department; Generator, Material & Labor:	$ 719,040.00	$ 719,040.00	$0.00
St. Anastasia; Material & Labor:	$1,479,852.00	$1,479,852.00	$0.00
River Walk Center; Material & Labor:	$ 376,309.00	$ 376,309.00	$0.00
Public Works Compound; Material & Labor:	$ 637,372.00	$ 637,372.00	$0.00
City Hall; Generator, Material & Labor:	$ 630,660.00	$ 630,660.00	$0.00
Sub-Total:	$3,843,233.00	$3,843,233.00	$0.00
Administrative Allowance:	$ 0.00	$ 31,710.00	$0.00
Total:	**$3,843,233.00**	**$3,874,943.00**	**$0.00**

* *Any line item amount in the Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

** The non-federal share will be met using disaster overmatch credit. The effect is that 100% of the approved project cost is covered by federal HMGP funds. The 'match credit' provides the match for the non-federal share for this project.

Funding Summary

Federal Share:	$3,843,233.00	(100%)
Local Share:	$ 0.00	(0%)
Total Project Cost:	**$3,843,233.00**	(100%)

Recipient Administrative Allowance up to $31,710.00

City Commission Regular Meeting **Agenda Item # 9. g.**

Meeting Date: 03/03/2014

Re: Subordination of City Utility Interests

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Subordination of Utility Interests Agreements between the State of Florida Department of Transportation and the City of Fort Pierce for the Use and Benefit of the Fort Pierce Utilities Authority for Parcel Nos. 114.5R and 115.2R, which were approved and signed by the FPUA Board on February 18, 2014.

SUMMARY:

Subordination of Utility Interests Agreement as deemed necessary by FDOT.

RECOMMENDATION:

Approve execution of the Subordination of Utility Interests Agreements.

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Linda W. Cox on behalf of William G. Thiess, Director of Utilities

COORDINATED WITH:

William G. Thiess and Robert V. Schwerer, City Attorney

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

No fiscal impact.

Attachments

FPUA Subordination Agreements

FPUA Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	02/20/2014 03:12 PM

Form Started By: Linda Cox Started On: 02/19/2014 03:09 PM
Final Approval Date: 02/20/2014

206 South 6th Street (34950)
PO Box 3191, Fort Pierce, FL 34948

Phone: 772.466.1600, Ext. 3200
Fax: 772.468.2412

Director of Utilities
"Committed to Quality"

MEMORANDUM

TO: Fort Pierce City Commission

FROM: William G. Thiess, P.E.
Director of Utilities

DATE: February 19, 2014

SUBJECT: Agenda Request for March 3, 2014 City Commission Meeting
FDOT Subordination of Utility Interests Agreements

The attached Subordination of Utility Interests Agreements for Parcel Nos. 114.5R and 115.2R were approved and signed by the FPUA Board on February 18, 2014. I am forwarding the agreements for approval by the City Commission during the March 3, 2014 City Commission Meeting.

After the City Commission's approval, please return the executed agreements to me to be forwarded to the State of Florida Department of Transportation for signature.

If you have any questions or are in need of additional information, please contact me.

Attachments: FPUA 2-18-14 Board Agenda Item
Agreement for Parcel No. 114.5R
Agreement for Parcel No. 115.2R

cc: City Manager
City Clerk

23-UTL.04-06/93

This instrument prepared
under the direction of:
Dawn Raduano, Esq.
Legal Description prepared by:
Pete Diaz P.S.M. (03-22-12)
Document prepared by:
Grace K. Abel (02-13-14)
Department of Transportation
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No.	114.5R
Item/Segment No.	4289841
Section	94030-2516
Managing District:	04
S.R. No.	70
County:	St. Lucie

SUBORDINATION OF CITY UTILITY INTERESTS

This AGREEMENT, entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, and the CITY OF FORT PIERCE FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, hereinafter called the CITY.

W I T N E S S E T H:

WHEREAS, the CITY presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the CITY to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the CITY'S facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, CITY and FDOT agree as follows:

CITY subordinates to the interest of FDOT its successors and assigns, any and all of its interest in the lands as follows, viz:

Parcel No. 114 Item/Segment No. 4289841
(Section 94030-2516)

A portion of Tract 1, OKEECHOBEE CROSSINGS, according to the plat thereof, as recorded in Plat Book 62, Page 23 of the Public Records of St. Lucie County, Florida, lying in the Northwest 1/4 of Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida; said portion being more particularly described as follows:

(Continue on the next page)

BEGIN at the Southwest corner of said Tract 1, said point also being on the east existing right of way line of County Road 611 (Jenkins Road) as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 4289841, Section 94030-2516; thence North 00°05'07" West, 294.81 feet along said east existing right of way line, being 70.00 feet east of and parallel with the west line of the Northwest 1/4 of said Section 19 to a point on the Northwest corner of said Tract 1; thence North 89°54'41" East, 1.75 feet along the north line of said Tract 1; thence South 00°05'07" East, 294.77 feet along a line being 71.75 feet east of and parallel with the west line of said Northwest 1/4 to a point on the south line of said Tract 1; thence South 88°19'06" West, 1.75 feet along said south line of Tract 1 to the POINT OF BEGINNING.

Containing 516 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	10/27/08	NNN/1031 No. 16 SR 70 Jenkins LLC, a Florida limited liability company	Fort Pierce Utilities Authority of the City of Fort Pierce, Florida	3031/118
Easement	11/20/08	NNN/1031 No. 16 SR 70 Jenkins LLC, a Florida limited liability company	Fort Pierce Utilities Authority of the City of Fort Pierce, Florida	3039/1964

PROVIDED that the CITY has the following rights:

1. The CITY shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT'S current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in the effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the CITY or require the CITY to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Not withstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The CITY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The CITY agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the CITY exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

_____

Print Name:_____

By:_____
Name: JAMES A. WOLFE
Title: District Secretary
for District IV

_____

Print Name:_____

Attorney approved as to form:

_____
Name: DAWN RADUANO

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by JAMES A. WOLFE, District Secretary for District IV, who is personally known to me or who has produced _____ as identification.

_____

Print Name:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any: _____

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: _____

Print Name: Michael A. Perri

Its _____ Secretary

FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA

By: _____

Print Name: Daniel M. DeIulio
Chairman

Attorney approved as to form and correctness:

By: _____

Print Name: Rupert N. Koblegard

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 18th day of February, 2014, by Daniel M. DeIulio, Chairman of FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, who is personally known to me or who has produced _____ as identification.

_____

Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

FLORINDA KAY MAZZARELLA
MY COMMISSION # EE 000979
EXPIRES: August 14, 2014
Bonded Thru Notary Public Underwriters

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

Robert V. Schwerer, City Attorney

23-UTL.04-06/93

This instrument prepared
under the direction of:
Dawn Raduano, Esq.
Legal Description prepared by:
Pete Diaz P.S.M. (03-22-12)
Document prepared by:
Grace K. Abel (02-13-14)
Department of Transportation
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No.	115.2R
Item/Segment No.	4289841
Section	94030-2516
Managing District:	04
S.R. No.	70
County:	St. Lucie

SUBORDINATION OF CITY UTILITY INTERESTS

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W I T N E S S E T H:

WHEREAS, the CITY presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the CITY to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the CITY'S facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, CITY and FDOT agree as follows:

CITY subordinates to the interest of FDOT its successors and assigns, any and all of its interest in the lands as follows, viz:

Parcel No. 115 Item/Segment No. 4289841
(Section 94030-2516)

A portion of Tract 3, OKEECHOBEE CROSSINGS, according to the plat thereof, as recorded in Plat Book 62, Page 23 of the Public Records of St. Lucie County, Florida, lying in the Northwest 1/4 of Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida; said portion being more particularly described as follows:

BEGIN at the Southwest corner of said Tract 3, said point also being on the east existing right of way line of County Road 611 (Jenkins Road) as shown on the Florida Department of Transportation Right of Way Map

(Continue on the next page)

for Item/Segment No. 4289841, Section 94030-2516; thence North 00°05'07" West, 341.52 feet along said east existing right of way line, being 70.00 feet east of and parallel with the west line of the Northwest 1/4 of said Section 19 to a point on the Northwest corner of said Tract 3; thence North 88°29'34" East, 1.75 feet along the north line of said Tract 3; thence South 00°05'07" East, 341.56 feet along a line being 71.75 feet east of and parallel with the west line of said Northwest 1/4 to a point on the south line of said Tract 3; thence South 89°54'41" West, 1.75 feet along said south line of Tract 3 to the POINT OF BEGINNING.

Containing 598 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	10/27/08	NNN/1031 No. 16 SR 70 Jenkins LLC, a Florida limited liability company	Fort Pierce Utilities Authority of the City of Fort Pierce, Florida	3031/118
Easement	11/20/08	NNN/1031 No. 16 SR 70 Jenkins LLC, a Florida limited liability company	Fort Pierce Utilities Authority of the City of Fort Pierce, Florida	3039/1964

PROVIDED that the CITY has the following rights:

1. The CITY shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT'S current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in the effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the CITY or require the CITY to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Not withstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The CITY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The CITY agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the CITY exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

_____

Print Name:_____

By:_____
Name: JAMES A. WOLFE
Title: District Secretary
for District IV

_____

Print Name:_____

Attorney approved as to form:

_____
Name: DAWN RADUANO

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by JAMES A. WOLFE, District Secretary for District IV, who is personally known to me or who has produced _____ as identification.

_____

Print Name:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any: _____

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: _____

Print Name: Michael A. Perri

Its _____ Secretary

FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA

By: _____

Print Name: Daniel M. DeTulio
Chairman

Attorney approved as to form and correctness:

By: _____

Print Name: Rupert N. Koblegard

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 18th day of February, 2014, by Daniel M. DeTulio, Chairman of FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, who is personally known to me or who has produced _____ as identification.

_____

Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

FLORINDA KAY MAZZARELLA
MY COMMISSION # EE 000979
EXPIRES: August 14, 2014
Bonded Thru Notary Public Underwriters

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

Robert V. Schwerer, City Attorney

I-1

Fort Pierce Utilities Authority
"Committed to Quality"
206 South Sixth Street (34950)
Post Office Box 3191
Fort Pierce, Florida 34948-3191
(772) 466-1600

Board Submission Form

2/13/2014

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 02/18/2014

Item Type: Contract Agreement

ACN No.: _____

Subject: SUBORDINATION OF UTILITY INTERESTS

Recommendation:

Authorize the Chairman to sign the Florida Department of Transportation (FDOT) Permanent Subordination of Utility Interest documents associated with the Jenkins/Okeechobee Road Widening Project, contingent upon approval of the City of Fort Pierce.

Reviewed By Attorney: Yes

Funds Available From: X No Funds Needed ___ Budgeted ___ Contingency

Approvals:

System Director:	BALDWIN, WILLIAM E.	Feb 13 2014 2:49PM
Risk Management:		
Director of Finance:		
Director of Utilities:	THIESS, WILLIAM G.	Feb 13 2014 3:57PM

MEMORANDUM

TO: William G. Thiess, P.E., Director of Utilities

THROUGH: William E. Baldwin, P.E., Director of Electric & Gas Systems

FROM: Javier Cisneros, Supervising Engineer - Electric

DATE: February 13, 2014

SUBJECT: **SUBORDINATION OF UTILITY INTERESTS**

RECOMMENDATION:

Authorize the Chairman to sign the Florida Department of Transportation (FDOT) Permanent Subordination of Utility Interest documents associated with the Jenkins/Okeechobee Road Widening Project, contingent upon approval of the City of Fort Pierce.

SUMMARY/SUPPORTING INFORMATION

FDOT has included the St. Lucie County Jenkins Road Widening Project into their Okeechobee Road Resurfacing Project to allow seamless harmonization across both projects at their intersection. As a part of the Jenkins Road Widening project, additional lands need to be acquired to facilitate the installation of additional lanes, sidewalks and drainage infrastructure. A portion of the lands needed include 1.75 feet of FPUA's 15-foot easement (see attached right of way map) that was acquired for the installation of the overhead electric line.

Property owners typically convey and grant easements to the City of Fort Pierce, for the use and benefit of FPUA for the installation, maintenance, operation, repair, replacement or renewal of municipal-owned electric, water, sewer and natural gas utilities in, under, over and across their property. Although FPUA has been granted such rights, these lands are still owned by the property owner and they have the right to use these lands as they see fit; as long as they do not interfere with the rights afforded to FPUA. FDOT is in the process of purchasing the land from the property owner, which will later be conveyed to St. Lucie County. FDOT has requested that we permanently subordinate the subject easements to allow their project work to occur on this land. Any FPUA utility relocations required will be at FDOT's cost.

ALTERNATIVES (IF ANY):

Do Not Approve. This option is not recommended as failure to execute these documents will force FDOT to proceed with the eminent domain process on these two parcels. This in turn will abolish FPUA's easement and FPUA would be responsible to relocate its electric line if needed.

ATTACHMENTS:

Subordination Agreement Parcel 114-5R

Subordination Agreement for Parcel 115-2R

Easement Map

23-UTL.04-06/93

This instrument prepared under the direction of:
Dawn Raduano, Esq.
Legal Description prepared by:
Pete Diaz P.S.M. (03-22-12)
Document prepared by:
Grace K. Abel (02-13-14)
Department of Transportation
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No.	115.2R
Item/Segment No.	4289841
Section	94030-2516
Managing District:	04
S.R. No.	70
County:	St. Lucie

SUBORDINATION OF CITY UTILITY INTERESTS

This AGREEMENT, entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, and the CITY OF FORT PIERCE FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, hereinafter called the CITY.

W I T N E S S E T H:

WHEREAS, the CITY presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the CITY to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the CITY'S facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, CITY and FDOT agree as follows:

CITY subordinates to the interest of FDOT its successors and assigns, any and all of its interest in the lands as follows, viz:

Parcel No. 115 Item/Segment No. 4289841 (Section 94030-2516)

A portion of Tract 3, OKEECHOBEE CROSSINGS, according to the plat thereof, as recorded in Plat Book 62, Page 23 of the Public Records of St. Lucie County, Florida, lying in the Northwest 1/4 of Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida; said portion being more particularly described as follows:

BEGIN at the Southwest corner of said Tract 3, said point also being on the east existing right of way line of County Road 611 (Jenkins Road) as shown on the Florida Department of Transportation Right of Way Map

(Continue on the next page)

for Item/Segment No. 4289841, Section 94030-2516; thence North 00°05'07" West, 341.52 feet along said east existing right of way line, being 70.00 feet east of and parallel with the west line of the Northwest 1/4 of said Section 19 to a point on the Northwest corner of said Tract 3; thence North 88°29'34" East, 1.75 feet along the north line of said Tract 3; thence South 00°05'07" East, 341.56 feet along a line being 71.75 feet east of and parallel with the west line of said Northwest 1/4 to a point on the south line of said Tract 3; thence South 89°54'41" West, 1.75 feet along said south line of Tract 3 to the POINT OF BEGINNING.

Containing 598 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	10/27/08	NNN/1031 No. 16 SR 70 Jenkins LLC, a Florida limited liability company	Fort Pierce Utilities Authority of the City of Fort Pierce, Florida	3031/118
Easement	11/20/08	NNN/1031 No. 16 SR 70 Jenkins LLC, a Florida limited liability company	Fort Pierce Utilities Authority of the City of Fort Pierce, Florida	3039/1964

PROVIDED that the CITY has the following rights:

1. The CITY shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT'S current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in the effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the CITY or require the CITY to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Not withstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The CITY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The CITY agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the CITY exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

_____

Print Name:_____

By:_____
Name: JAMES A. WOLFE
Title: District Secretary for District IV

_____

Print Name:_____

Attorney approved as to form:

_____
Name: DAWN RADUANO

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by JAMES A. WOLFE, District Secretary for District IV, who is personally known to me or who has produced _____ as identification.

_____

Print Name:_____
Notary Public in and for the County and State last aforesaid.
My Commission Expires:_____
Serial No., if any: _____

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:_____

Print Name:_____

Its _____ Secretary

FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA

By:_____

Print Name:_____
Chairman

Attorney approved as to form and correctness:

By:_____

Print Name:_____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____, Chairman of FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, who is personally known to me or who has produced _____ _____ as identification.

_____

Print Name:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any: _____

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

Robert V. Schwerer, City Attorney

23-UTL.04-06/93

This instrument prepared under the direction of:
Dawn Raduano, Esq.
Legal Description prepared by:
Pete Diaz P.S.M. (03-22-12)
Document prepared by:
Grace K. Abel (02-13-14)
Department of Transportation
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No.	114.5R
Item/Segment No.	4289841
Section	94030-2516
Managing District:	04
S.R. No.	70
County:	St. Lucie

SUBORDINATION OF CITY UTILITY INTERESTS

This AGREEMENT, entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, and the CITY OF FORT PIERCE FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, hereinafter called the CITY.

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(Section 94030-2516)

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(Continue on the next page)

BEGIN at the Southwest corner of said Tract 1, said point also being on the east existing right of way line of County Road 611 (Jenkins Road) as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 4289841, Section 94030-2516; thence North 00°05'07" West, 294.81 feet along said east existing right of way line, being 70.00 feet east of and parallel with the west line of the Northwest 1/4 of said Section 19 to a point on the Northwest corner of said Tract 1; thence North 89°54'41" East, 1.75 feet along the north line of said Tract 1; thence South 00°05'07" East, 294.77 feet along a line being 71.75 feet east of and parallel with the west line of said Northwest 1/4 to a point on the south line of said Tract 1; thence South 88°19'06" West, 1.75 feet along said south line of Tract 1 to the POINT OF BEGINNING.

Containing 516 square feet, more or less.

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PAGE
Easement	10/27/08	NNN/1031 No. 16 SR 70 Jenkins LLC, a Florida limited liability company	Fort Pierce Utilities Authority of the City of Fort Pierce, Florida	3031/118
Easement	11/20/08	NNN/1031 No. 16 SR 70 Jenkins LLC, a Florida limited liability company	Fort Pierce Utilities Authority of the City of Fort Pierce, Florida	3039/1964

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IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

_____

Print Name: _____

By: _____
Name: JAMES A. WOLFE
Title: District Secretary
for District IV

_____

Print Name: _____

Attorney approved as to form:

_____
Name: DAWN RADUANO

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by JAMES A. WOLFE, District Secretary for District IV, who is personally known to me or who has produced _____ as identification.

_____

Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:_____

Print Name:_____

Its _____ Secretary

FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA

By:_____

Print Name:_____
Chairman

Attorney approved as to form and correctness:

By:_____

Print Name:_____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____, Chairman of FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, who is personally known to me or who has produced _____ _____ as identification.

_____

Print Name:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any: _____

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA W. COX, CITY CLERK

(CITY SEAL)

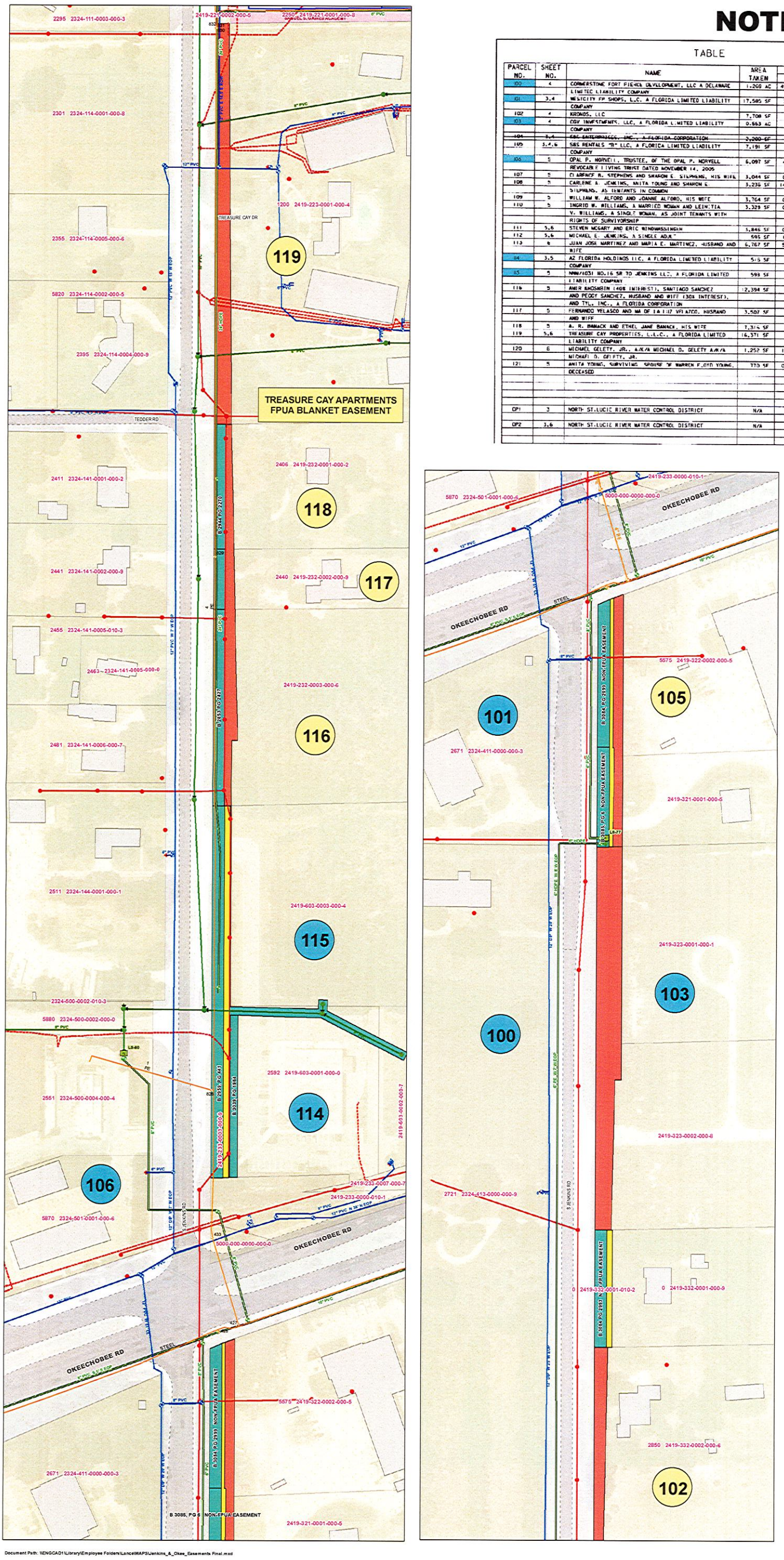
APPROVED AS TO FORM
AND CORRECTNESS:

Robert V. Schwerer, City Attorney

NOTES

TABLE OF

PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINDERS LEFT	REMAINDERS RIGHT	COMMENTS
100	4	CORNERSTONE FORT PIERCE DEVELOPMENT, LLC A DELAWARE LIMITED LIABILITY COMPANY	1.269 AC	49.929 AC	0	
101	3,4	WESTCITY FP SHOPS, L.C. A FLORIDA LIMITED LIABILITY COMPANY	17,585 SF	7.851 AC	0	
102	4	KRONOS, LLC	7,708 SF	0	6.582 AC	
103	4	CGV INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY	0.663 AC	0	73.625 AC	
~~104~~	~~3,4~~	~~CSC ENTERPRISES, INC., A FLORIDA CORPORATION~~	~~2,200 SF~~	~~0~~	~~11.884 AC~~	VOID
105	3,4,6	SBS RENTALS "B" LLC, A FLORIDA LIMITED LIABILITY COMPANY	7,191 SF	0	16.416 AC	
106	5	OPAL P. NORVELL, TRUSTEE, OF THE OPAL P. NORVELL REVOCABLE LIVING TRUST DATED NOVEMBER 14, 2005	6,097 SF	4.886 AC	0	
107	5	CLARENCE R. STEPHENS AND SHARON E. STEPHENS, HIS WIFE	3,044 SF	0.798 AC	0	
108	5	CARLENE A. JENKINS, ANITA YOUNG AND SHARON E. STEPHENS, AS TENANTS IN COMMON	3,235 SF	14.093 SF	0	
109	5	WILLIAM W. ALFORD AND JOANNE ALFORD, HIS WIFE	3,764 SF	0.964 AC	0	
110	5	INGRID W. WILLIAMS, A MARRIED WOMAN AND LEINITIA V. WILLIAMS, A SINGLE WOMAN, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP	3,329 SF	0.973 AC	0	
111	5,6	STEVEN MCGARY AND ERIC WINDMASSINGH	5,846 SF	0.745 AC	0	
112	5,6	MICHAEL E. JENKINS, A SINGLE ADULT	595 SF	1.527 AC	0	
113	6	JUAN JOSE MARTINEZ AND MARIA E. MARTINEZ, HUSBAND AND WIFE	6,767 SF	5.844 AC	0	
114	3,5	AZ FLORIDA HOLDINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY	515 SF	0	1.71 AC	
115	5	NNN/1031 NO.16 SR 70 JENKINS LLC, A FLORIDA LIMITED LIABILITY COMPANY	593 SF	0	6.543 AC	
116	5	AMIR KHOSHBIN (40% INTEREST), SANTIAGO SANCHEZ AND PEGGY SANCHEZ, HUSBAND AND WIFE (30% INTEREST), AND TTL, INC., A FLORIDA CORPORATION	12,394 SF	0	4.452 AC	
117	5	FERNANDO VELASCO AND MA DE LA LUZ VELASCO, HUSBAND AND WIFE	3,507 SF	0	1.94 AC	
118	5	A. R. BANACK AND ETHEL JANE BANACK, HIS WIFE	7,316 SF	0	3.135 AC	
119	5,6	TREASURE CAY PROPERTIES, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY	16,371 SF	0	19.031 AC	
120	6	MICHAEL GELETY, JR., A/K/A MICHAEL D. GELETY A/K/A MICHAEL D. GELETY, JR.	1,252 SF	1.051 AC	0	
121	5	ANITA YOUNG, SURVIVING SPOUSE OF WARREN FLOYD YOUNG, DECEASED	770 SF	0.564 AC	0	
OP1	3	NORTH ST.LUCIE RIVER WATER CONTROL DISTRICT	N/A	N/A	N/A	
OP2	3,6	NORTH ST.LUCIE RIVER WATER CONTROL DISTRICT	N/A	N/A	N/A	



Legend

- Existing Easement
- Existing ROW
- Proposed ROW / Construction Easement
- GAS Valve
- Water Valve

Fire Hydrant

Status

- Potable Water Main
- Potable Water Main
- Sewer Valve
- Lift Station Wet Well
- Sewer Manhole
- GAS Main

Force Main

- Force Main

Gravity Main

Status

- Electric Poles
- Distribution Primary UG
- Distribution Primary OH

N W E S

100 50 0 100 Feet

Jenkins Road at Okeechobee Easements

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 S. 37th Street
Fort Pierce, Florida 34947

Map Created By: Lance Brick
Date: 2/6/2014

Document Path: \\ENGCAD1\Library\Employee Folders\Lance\MAPS\Jenkins_&_Okee_Easements Final.mxd

I-1

Fort Pierce Utilities Authority
"Committed to Quality"
206 South Sixth Street (34950)
Post Office Box 3191
Fort Pierce, Florida 34948-3191
(772) 466-1600

Board Submission Form

2/13/2014

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 02/18/2014

Item Type: Contract Agreement

ACN No.: _____

Subject: SUBORDINATION OF UTILITY INTERESTS

Recommendation:

Authorize the Chairman to sign the Florida Department of Transportation (FDOT) Permanent Subordination of Utility Interest documents associated with the Jenkins/Okeechobee Road Widening Project, contingent upon approval of the City of Fort Pierce.

Reviewed By Attorney: Yes

Funds Available From: X No Funds Needed ___ Budgeted ___ Contingency

Approvals:

System Director:	BALDWIN, WILLIAM E.	Feb 13 2014 2:49PM
Risk Management:		
Director of Finance:		
Director of Utilities:	THIESS, WILLIAM G.	Feb 13 2014 3:57PM

MEMORANDUM

TO: William G. Thiess, P.E., Director of Utilities

THROUGH: William E. Baldwin, P.E., Director of Electric & Gas Systems

FROM: Javier Cisneros, Supervising Engineer - Electric

DATE: February 13, 2014

SUBJECT: **SUBORDINATION OF UTILITY INTERESTS**

RECOMMENDATION:

Authorize the Chairman to sign the Florida Department of Transportation (FDOT) Permanent Subordination of Utility Interest documents associated with the Jenkins/Okeechobee Road Widening Project, contingent upon approval of the City of Fort Pierce.

SUMMARY/SUPPORTING INFORMATION

FDOT has included the St. Lucie County Jenkins Road Widening Project into their Okeechobee Road Resurfacing Project to allow seamless harmonization across both projects at their intersection. As a part of the Jenkins Road Widening project, additional lands need to be acquired to facilitate the installation of additional lanes, sidewalks and drainage infrastructure. A portion of the lands needed include 1.75 feet of FPUA's 15-foot easement (see attached right of way map) that was acquired for the installation of the overhead electric line.

Property owners typically convey and grant easements to the City of Fort Pierce, for the use and benefit of FPUA for the installation, maintenance, operation, repair, replacement or renewal of municipal-owned electric, water, sewer and natural gas utilities in, under, over and across their property. Although FPUA has been granted such rights, these lands are still owned by the property owner and they have the right to use these lands as they see fit; as long as they do not interfere with the rights afforded to FPUA. FDOT is in the process of purchasing the land from the property owner, which will later be conveyed to St. Lucie County. FDOT has requested that we permanently subordinate the subject easements to allow their project work to occur on this land. Any FPUA utility relocations required will be at FDOT's cost.

ALTERNATIVES (IF ANY):

Do Not Approve. This option is not recommended as failure to execute these documents will force FDOT to proceed with the eminent domain process on these two parcels. This in turn will abolish FPUA's easement and FPUA would be responsible to relocate its electric line if needed.

ATTACHMENTS:

Subordination Agreement Parcel 114-5R

Subordination Agreement for Parcel 115-2R

Easement Map

City Commission Regular Meeting **Agenda Item # 10. a.**

Meeting Date: 03/03/2014

Re: Cleveland Appeal

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Notice of Appeal submitted by Mr. David Cleveland. On February 18, 2014, Mr. Cleveland withdrew his appeal indicating that his concerns had been addressed. (Continued from 2/3/2014)

SUMMARY:

The appeal has been resolved.

RECOMMENDATION:

Acceptance of Mr. Cleveland's withdrawal of his appeal.

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Rebecca Grohall, Planning Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

No fiscal impact.

Attachments

David Cleveland's Appeal Withdrawal

Form Review

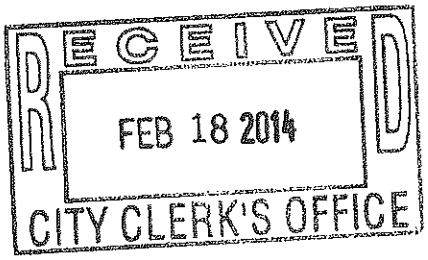
Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	01/27/2014 04:48 PM
City Manager	Robert Bradshaw	02/20/2014 03:12 PM
Form Started By: Linda Cox		Started On: 01/23/2014 03:21 PM

Final Approval Date: 02/20/2014

2.18.2014

To: City of Fort Pierce, City Commission

From: David M. Cleveland
100 Ave. A, Suite 2E
Fort Pierce, Florida 34950



Re: Notice of appeal filed 9.13.2013

Mayor Hudson & Commission,

On September 13, 2013 I filed an appeal under Section 22-66. The city was in the process of violating its own Code of Ordinances that would have allowed for the denigration of two historic structures.

I am satisfied with the revisions submitted by the contractor, the administrative approval by the city's Historic Preservation Officer, and further oversight by the State of Florida Historic Resources Division. I feel that my concerns have been addressed. The proposed modifications to our historic structures will now be in compliance with the Secretary of Interior Standards as well as local ordinance.

As of today's date, I am withdrawing my appeal.

Thank you for providing the mechanism for correcting a mistake.

David M. Cleveland

City Commission Regular Meeting **Agenda Item # 10. b.**

Meeting Date: 03/03/2014

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. SECOND 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

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

No fiscal impact.

Attachments

Cover Page

Staff Report

Zoning Map

Property Record Cards

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

Form Review

Inbox	Reviewed By	Date
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: 02/12/2014

CITY OF FORT PIERCE, FLORIDA

City Commission Meeting

Agenda Item # 79

Commission Meeting February 18, 2014

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 29th Street

Date : February 5, 2014

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 14th 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 25th 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 29th 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 14th, 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


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

Property Identification

Site Address:	1110 N 29th St	ParcelID:	2404-608-0120-000-9
Sec/Town/Range:	05:35S :40E	Account #:	16788
Map ID:	24/05S	Use Type:	M-F >= 10U
Zoning:	R4	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

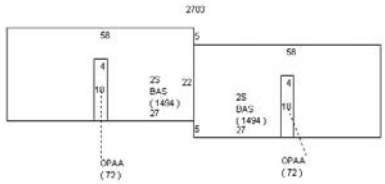
Assessment 2013

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

Property Identification

Site Address:	1110 N 29th St	ParcelID:	2404-608-0120-000-9
Sec/Town/Range:	05:35S :40E	Account #:	16788
Map ID:	24/05S	Use Type:	M-F >= 10U
Zoning:	R4	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

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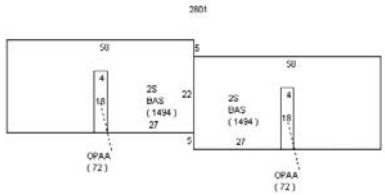
Assessment 2013

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/Fl:	
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: 3 of 14 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

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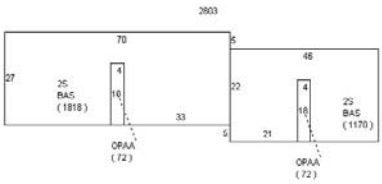
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BUILDING INFORMATION





Exterior Features

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StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

Interior Features

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/Fl:	
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: 4 of 14 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Property Identification

Site Address:	1110 N 29th St	ParcelID:	2404-608-0120-000-9
Sec/Town/Range:	05:35S :40E	Account #:	16788
Map ID:	24/05S	Use Type:	M-F >= 10U
Zoning:	R4	City/Cnty:	Saint Lucie County

Ownership and Mailing

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Address: 2430 Estancia Blvd Ste 101
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Legal Description

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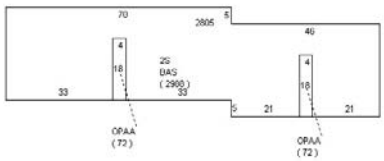
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Exempt:	
Taxable:	
Taxes:	88041.59

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
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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/Fl:	
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: 5 of 14 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Property Identification

Site Address:	1110 N 29th St	ParcelID:	2404-608-0120-000-9
Sec/Town/Range:	05:35S :40E	Account #:	16788
Map ID:	24/05S	Use Type:	M-F >= 10U
Zoning:	R4	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

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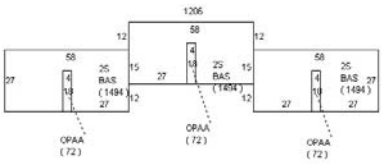
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Taxes:	88041.59

Total Land and Building

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Finished Area:	81452 SqFt

BUILDING INFORMATION





Exterior Features

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%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: 6 of 14 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

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Ownership and Mailing

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Clearwater FL 33761

Legal Description

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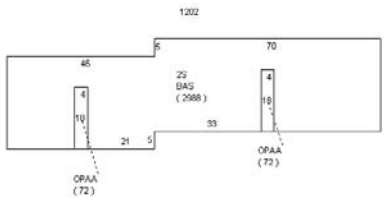
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BUILDING INFORMATION





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%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: 7 of 14 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Property Identification

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Sec/Town/Range:	05:35S :40E	Account #:	16788
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Sales Information

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9/18/2000	3100000	01	WD	1329 / 0116
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9/24/1992	605000	00	DE	0808 / 2008

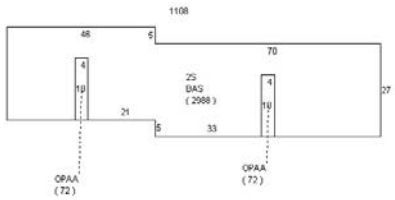
Assessment 2013

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/Fl:	
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: 8 of 14 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Property Identification

Site Address:	1110 N 29th St	ParcelID:	2404-608-0120-000-9
Sec/Town/Range:	05:35S :40E	Account #:	16788
Map ID:	24/05S	Use Type:	M-F >= 10U
Zoning:	R4	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)

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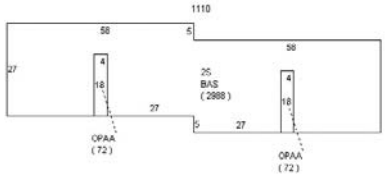
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BUILDING INFORMATION





Exterior Features

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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/Fl:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
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Special Features and Yard Items

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.

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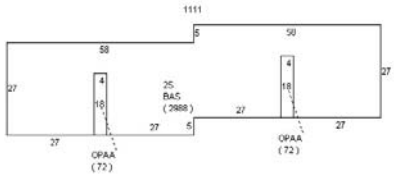
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StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

Interior Features

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/Fl:	
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

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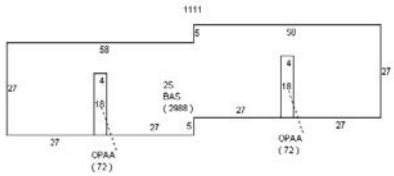
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BUILDING INFORMATION





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StoryHght:	0020 - 2 Story	No.Units:	8	SecWall:	-

Interior Features

BedRooms:	16	Electric:	MX - MAXIMUM	PrmIntWall:	DW - Drywall
FullBath:	0	HeatType:	FHA - FrcdHotAir	AvgHt/Fl:	
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

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PROPERTY RECORD CARD

SP Pine Creek Village LP Record: 10 of 14 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

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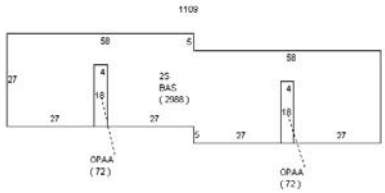
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BUILDING INFORMATION





Exterior Features

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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/Fl:	
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: 12 of 14 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Property Identification

Site Address:	1110 N 29th St	ParcelID:	2404-608-0120-000-9
Sec/Town/Range:	05:35S :40E	Account #:	16788
Map ID:	24/05S	Use Type:	M-F >= 10U
Zoning:	R4	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)

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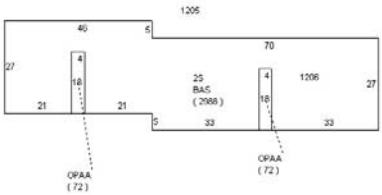
Assessment 2013

2013 Final:	3444600
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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/Fl:	
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: 13 of 14 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

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Zoning:	R4	City/Cnty:	Saint Lucie County

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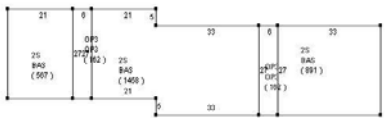
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BUILDING INFORMATION





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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/Fl:	
1/2Bath:	0	HeatFuel:	ELEC - Electric	Prm.Flors:	CU - Carpet
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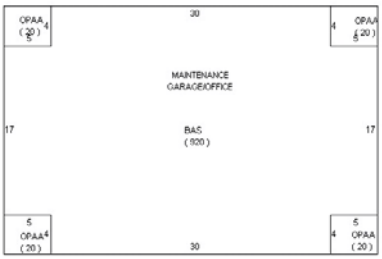
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BUILDING INFORMATION





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/Fl:	
1/2Bath:	0	HeatFuel:	-	Prm.Flors:	CG - CONC GRD
%A/C:	0	%Heated:	0	%Sprinkled:	0

Special Features and Yard Items

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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)** SP Pine Creek Village LP
   Signature of Owner(s)
   Mailing address: (Street) 2430 Estancia Blvd., Ste 101
   City Clearwater **State** Florida **Zip** 33761
   (Phone)
   (e-mail)

2. **Name of Applicant(s)** SP Pine Creek Village LP
   Signature of Applicant(s)
   Mailing address: (Street) 2430 Estancia Blvd., Ste 101
   City Clearwater **State** Florida **Zip** 33761
   (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 25th 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 fallows:

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^{O}· 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^{O} 28' West 495.10 feet, thence run N 89^{o}19'15" West 612.86 feet, thence run N 0^{O} 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.

OFFICE USE:

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 see 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 are 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 confirming 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 a 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 27th 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 25th 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 25th 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

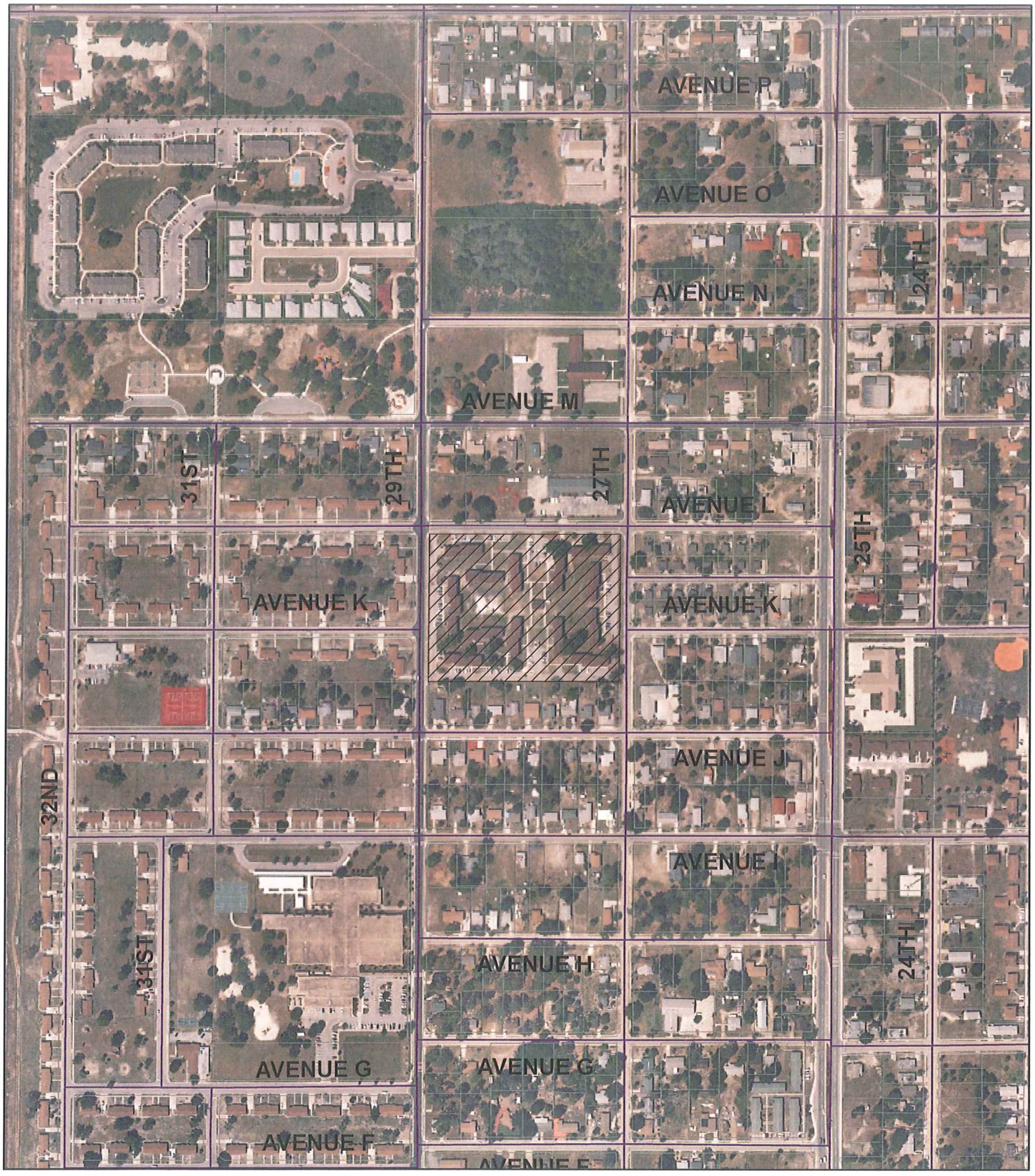
_____
Address State Zip

_____
Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

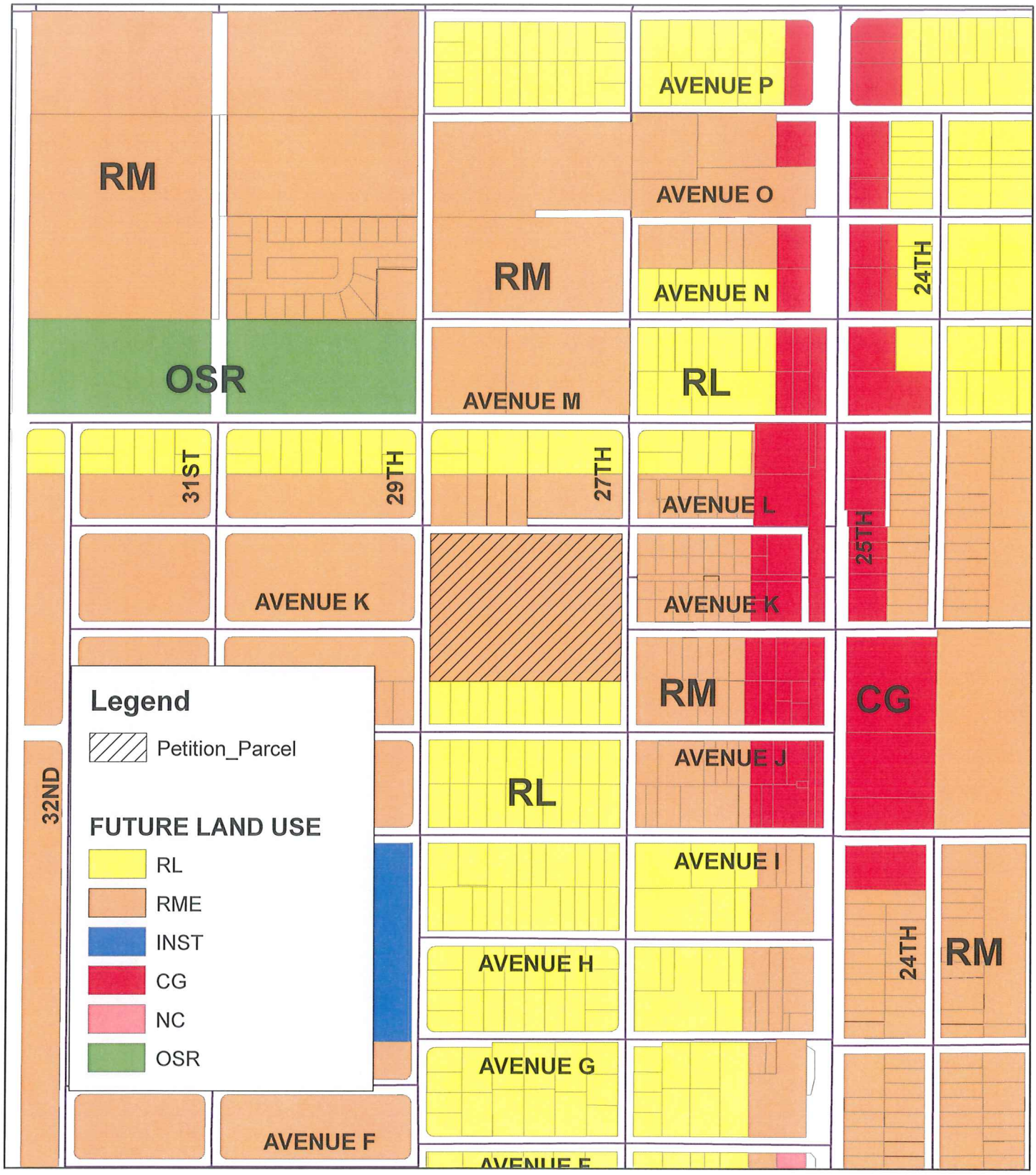
The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ who is personally known to me or has produced _____as identification.

_____
Signature of Notary (seal)



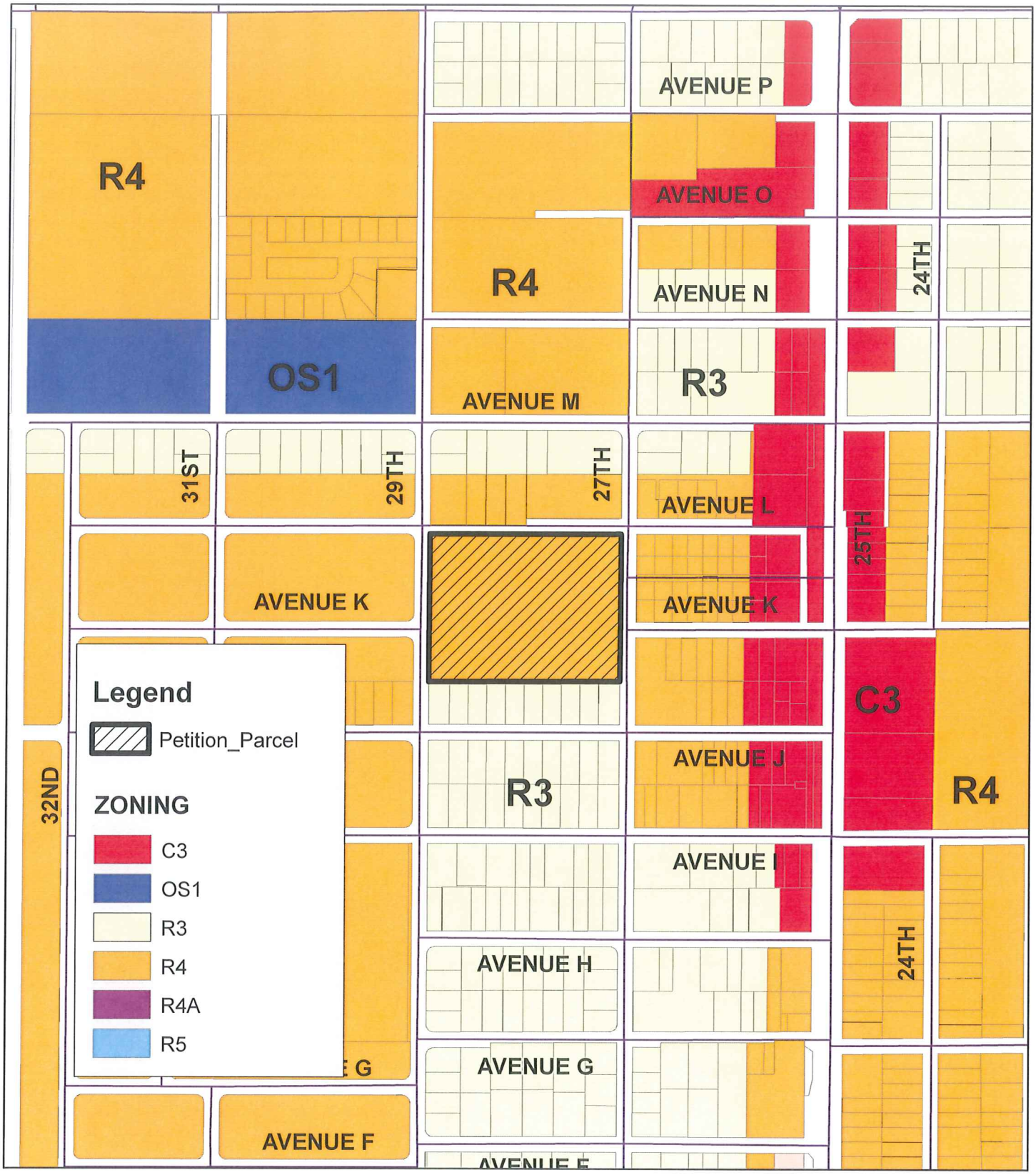
SP PINE CREEK VILLAGE LP
SITE AERIAL

N
W E
S



SP PINE CREEK VILLAGE LP
FUTURE LAND USE MAP

N
W E
S



SP PINE CREEK VILLAGE LP
AREA ZONING MAP

N
W E
S

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	Patrick J. Ferland, PE, Culpepper & Terpening, Inc.
Property Owner(s)	**Applicant/Representative, Title, Company**
2430 Estancia Blvd., Ste 101	2980 South 25th St.
Street Address	Street Address
Clearwater FL 33761	Fort Pierce FL 34981
City State Zip	City State Zip
727-669-3660	772-464-3537
Phone Number	Phone Number
sseckinger@sphome.com	pferland@ct-eng.com
Email Address	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

The foregoing instrument was acknowledged before me this 28th day of June, 2013, by Scott C. Seckinger who is personally known to me or has produced as identification.

Suzanne M. Werner

Signature of Notary

SUZANNE M. WERNER
Notary Public - State of Florida
My Comm. Expires Feb 5, 2014
Commission # DD 930500

(seal)

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_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

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
- ☒ CD
- ☒ 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: _____ 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 C. Seckinger **, as** V.P. SP Pine Creek Village GP Inc **, who is personally known to me on behalf of** its General Partner **a Florida** _____.

[Notary Seal or Stamp]

SUZANNE M. WERNER
Notary Public - State of Florida
My Comm. Expires Feb 5, 2014
Commission # DD 930500

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

FILED
Mar 25, 2013
Secretary of State

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	Title	VP
Name	PAGE, J. DAVID	Name	MOLINARI, MICHAEL
Address	2430 ESTANCIA BOULEVARD, SUITE 101	Address	2430 ESTANCIA BOULEVARD, SUITE 101
City-State-Zip:	CLEARWATER FL 33761	City-State-Zip:	CLEARWATER FL 33761
Title	VP	Title	VP
Name	SECKINGER, SCOTT	Name	LEACH, PETER H
Address	2430 ESTANCIA BOULEVARD, SUITE 101	Address	2430 ESTANCIA BOULEVARD, SUITE 101
City-State-Zip:	CLEARWATER FL 33761	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

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3759147 OR BOOK 3443 PAGE 2263, Recorded 10/17/2012 at 04:51 PM
Doc Tax: $35000.00

DS: $35,000.00
Rec 35.50
$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]

COPY

IN WITNESS WHEREOF, Grantor has executed this deed the day and year above written.

Signed in the presence of:

GRANTOR:

Signature

Printed Name

Signature

Printed Name

My Fort Pierce, L.L.C.

By: _____
Stephen H. Schneider, Managing Member

STATE OF FLORIDA)

COUNTY OF DUVAL)

This foregoing instrument was acknowledged before me this 11th 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 Newhampshire driver license as identification].

Notary Public: _____
Printed Name: DANIEL TAN
My Commission Expires: _____
[NOTARY SEAL]

DANIEL G. TAN
Notary Public - State of Florida
My Comm. Expires Mar 21, 2016
Commission # EE 181734

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

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

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	ParcelID:	2404-608-0120-000-9
Sec/Town/Range:	05:35S :40E	Account #:	16788
Map ID:	24/05S	Use Type:	M-F >= 10U
Zoning:	R4	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

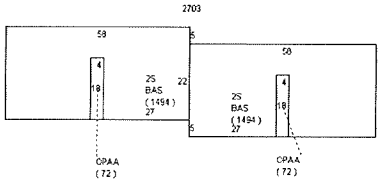
Assessment 2012

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

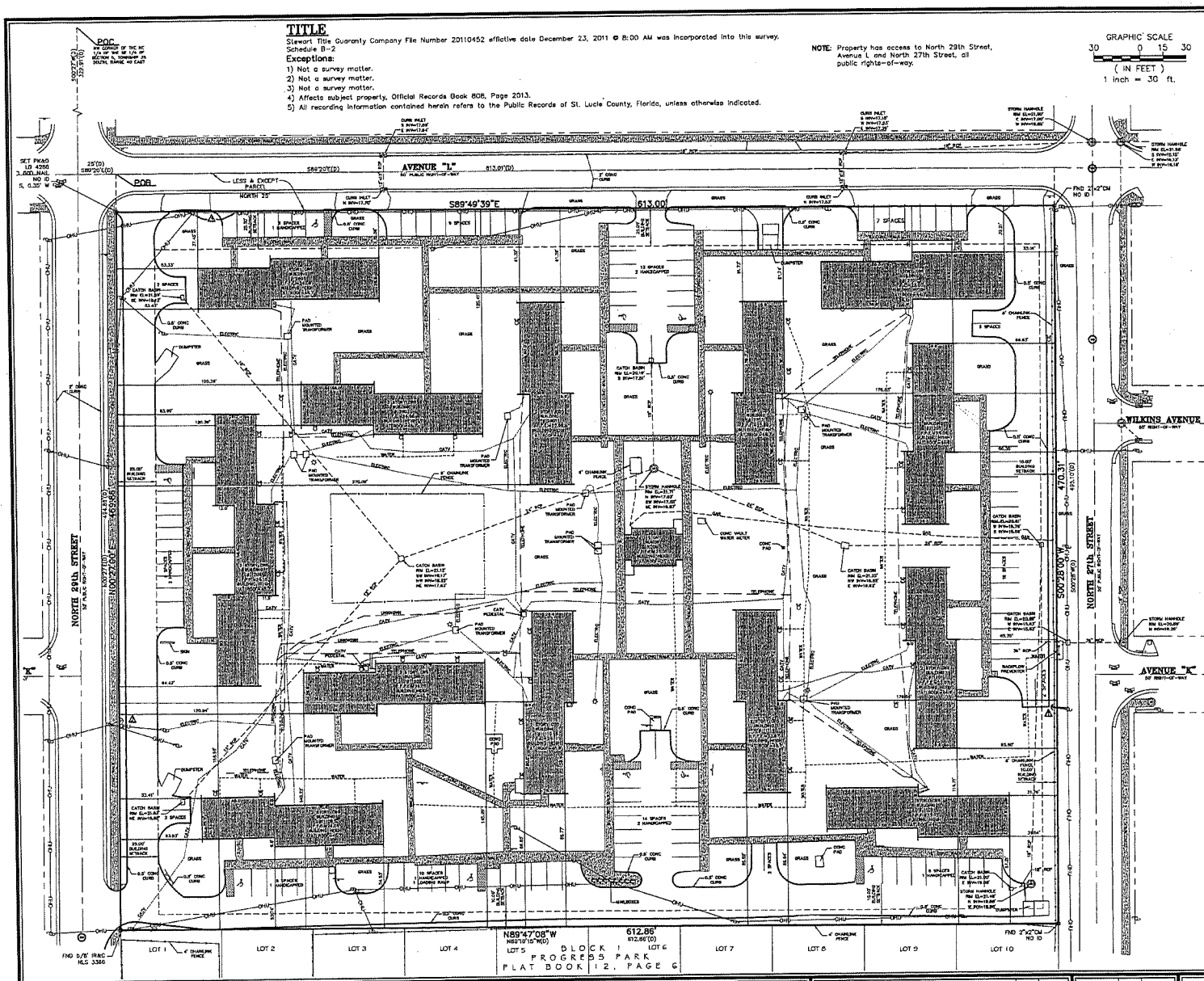
Special Features and Yard Items

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.



TITLE

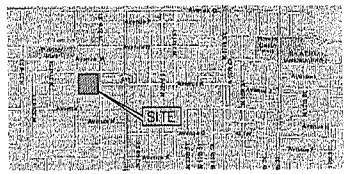
Stewart Title Guaranty Company File Number 20110452 effective date December 23, 2011 @ 8:00 AM was incorporated into this survey.
Schedule B-2

Exceptions:

1) Not a survey matter.
2) Not a survey matter.
3) Not a survey matter.
4) Affects subject property, Official Records Book 808, Page 2013.
5) All recording information contained herein refers to the Public Records of St. Lucie County, Florida, unless otherwise indicated.

NOTE: Property has access to North 29th Street, Avenue L and North 27th Street, all public rights-of-way.

GRAPHIC SCALE
30 0 15 30
(IN FEET)
1 inch = 30 ft.



VICINITY MAP
NOT TO SCALE

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.

NOTES:

1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
2) Description shown hereon provided by the client and/or their agent.
3) The last date of field work was May 04, 2012.
4) Overall parcel contains 6.614 Acres, more or less.
5) Bearings shown hereon are relative to the South line of Avenue "L" having a bearing of N89°49'39"W.
6) Elevations shown hereon are based on a St. Lucie County benchmark having a published elevation of 22.80 feet based on the National Geodetic Vertical Datum (N.G.V.D.) of 1929.
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.12011C0178 J with a date of identification of February 16, 2012, 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.
10) Underground utilities were flagged by Inframap Corporation of West Palm Beach, Florida and field located by Culpepper & Terpening, Inc.

USE
MEDIUM DENSITY RESIDENTIAL WHICH INCLUDES MULTIFAMILY HOUSING WITH 3 OR MORE DWELLING UNITS

BUILDING HEIGHT–45' MAXIMUM

DENSITY
GENERALLY 10 UNITS PER ACRE
INNOVATIVE DEVELOPMENT
12 UNITS PER ACRE

PARKING 1.5 SPACES PER UNIT

PARKING
TOTAL SPACES–115
REGULAR SPACES–105
HANDICAPPED SPACES–10

ZONING
PER CITY OF FT. PIERCE
ZONING CODES–R4

SETBACKS
FRONT–25'
SIDE–10'
REAR–20'

ENCROACHMENTS
⚠ POSSIBLE GUY WIRE ENCROACHMENT–EAST PROPERTY LINE
⚠ POSSIBLE GUY WIRE ENCROACHMENT–WEST PROPERTY LINE
⚠ POSSIBLE POWER POLES & OVERHEAD LINE ENCROACHMENT–NORTH PROPERTY LINE

LEGEND

RCP	DENOTES REINFORCED CONCRETE PIPE
POC	DENOTES POINT OF COMMENCEMENT
CBS	DENOTES CONCRETE BLOCK & STUCCO
℄	DENOTES CENTERLINE
(M)	DENOTES MEASURED DATA
(D)	DENOTES DEED DATA
FND	DENOTES FOUND
LB	DENOTES LICENSED BUSINESS
OHU	DENOTES OVERHEAD UTILITIES
PLS	DENOTES PROFESSIONAL LAND SURVEYOR
IR	DENOTES IRON ROD
CONC	DENOTES CONCRETE
IR&C	DENOTES 5/8" IRON ROD & CAP
O.R.B.	DENOTES OFFICIAL RECORDS BOOK
EL	DENOTES ELEVATION
INV	DENOTES INVERT
POB	DENOTES POINT OF BEGINNING
PK&D	DENOTES P.K. NAIL AND DISK
No ID	DENOTES NO IDENTIFICATION NUMBER

DENOTES WOOD POWER POLE
DENOTES MONTORING WELL
DENOTES STORM MANHOLE
DENOTES SANITARY CLEANOUT
DENOTES STREET LIGHT
DENOTES GUY ANCHOR
DENOTES SANITARY MANHOLE
DENOTES MAILBOX
DENOTES WATER VALVE
DENOTES FIRE HYDRANT
DENOTES SIGN

PROPERTY ADDRESS: 1110 N 29th STREET, FT. PIERCE, FLORIDA 34947

NOTE: There exist evidence of gravity sanitary sewer on site but attempts to trace or locate by ground penetrating radar was not possible and being that the pipe is PVC electronic means were not possible.

CERTIFICATIONS

The plat or map of an ALTA/ACSM Land Title Survey shall bear only the following certification, unaltered, except as may be required pursuant to Section 3.B. above:

To SP Pine Creek Village LP, a Florida Limited Partnership; Oak Grove Commercial Mortgage, LLC; Freddie Mac, its successors and/or assign; Pepple Cantu Schmidt PLLC; Stewart Title Guaranty Company; PNC Bank, National Association, a national banking association, and its successors and assigns; Columbia Housing SLP Corporation, an Oregon corporation, and its successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a) with setback lines drawn, 6(b), 7(a), 7(c), 8, 9, 10(a), 10(b), 11(b), 12, 13, 14, and 16 through 21 of Table A thereof. The field work was completed on 8/24/2012.

MICHAEL T. KOLODZIEJCZYK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 3864

SIGNATURE DATE

COMPUTER FILE REF.	FIELD BK./PG.
12-037 mxd.dwg	11-10/82-83

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-cnp.com
STATE OF FLORIDA CERTIFICATION No. LB 4216

–REVISIONS–	BY	DATE
ADDED NOTES, GENERAL REVISIONS, REVISED TITLE INFORMATION	GLM	10-08-12
ADDED NOTES, GENERAL REVISIONS, ADDED TITLE INFORMATION	GLM	10-03-12
REVISED CERTIFICATIONS, ADDED BUILDING SETBACK LINES	GLM	10-02-12
ADD UTILITY LOCATIONS	GLM	9-24-12

	BY	DATE
FIELD	PK/SC	5-04-12
CALCS.		
DRAWN	GLM	5-11-12
DETAILED		
CHECKED	SB	5-13-12
APPROVED		

ALTA/ACSM LAND TITLE SURVEY
OF
A PORTION OF TRACTS 79 & 82
FOR
FORT PIERCE, LLC

DATE: 5-11-2012
HORIZ. SCALE: 1"=30'
VERT. SCALE: N/A
JOB No. 12-037
SHEET 1 OF 1

CITY OF FORT PIERCE
PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, DECEMBER 10th, 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.

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.

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 12th 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 29th street, southeast of the intersection of 29th 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 1st. The improvements were not done until after January 1st. They were done in this calendar year. It is assumed a significant increase will occur for the assessed value by January 1st. 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 Counsel 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 Counsel 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 Negron 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.

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 29TH 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 29th 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:

_____
Robert V. Schwerer, Esq.
City Attorney

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. 14-003 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.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

City Commission Regular Meeting **Agenda Item # 10. c.**

Meeting Date: 03/03/2014

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. SECOND 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

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

No fiscal impact.

Attachments

Cover Page

Staff Report

Zoning Map

Rezoning Application

Planning Board Minutes 11-12-2013
Ordinance 14-004 (Rezoning)

Form Review

Inbox	Reviewed By	Date
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: 02/12/2014

CITY OF FORT PIERCE, FLORIDA

City Commission Meeting

Agenda Item # 79

Commission Meeting February 18, 2014

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 29th Street

Date : February 5, 2014

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 14th 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 25th 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 29th 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 14th, 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


N
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

CITY OF FORT PIERCE
PLANNING DEPARTMENT

COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

Application for – Change in Zoning – R4 to R5

☐ 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)** SP Pine Creek Village LP
   Signature of Owner(s)
   Mailing address: (Street) 2430 Estancia Blvd., Ste 101
   City Clearwater **State** Florida **Zip** 33761
   (Phone)
   (e-mail)

2. **Name of Applicant(s)** SP Pine Creek Village LP
   Signature of Applicant(s)
   Mailing address: (Street) 2430 Estancia Blvd., Ste 101
   City Clearwater **State** Florida **Zip** 33761
   (Phone)
   (e-mail)

3. **Name of Representative** Culpepper & Terpening, Inc. (attn: Dennis J. Murohy)

Signature of Representative Dennis J. Murphy

Mailing address: (Street) 2980 South 25th 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 fallows:

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^{O}· 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^{O} 28' West 495.10 feet, thence run N 89°19'15" West 612.86 feet, thence run N 0^{O} 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. Thru 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 25th 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

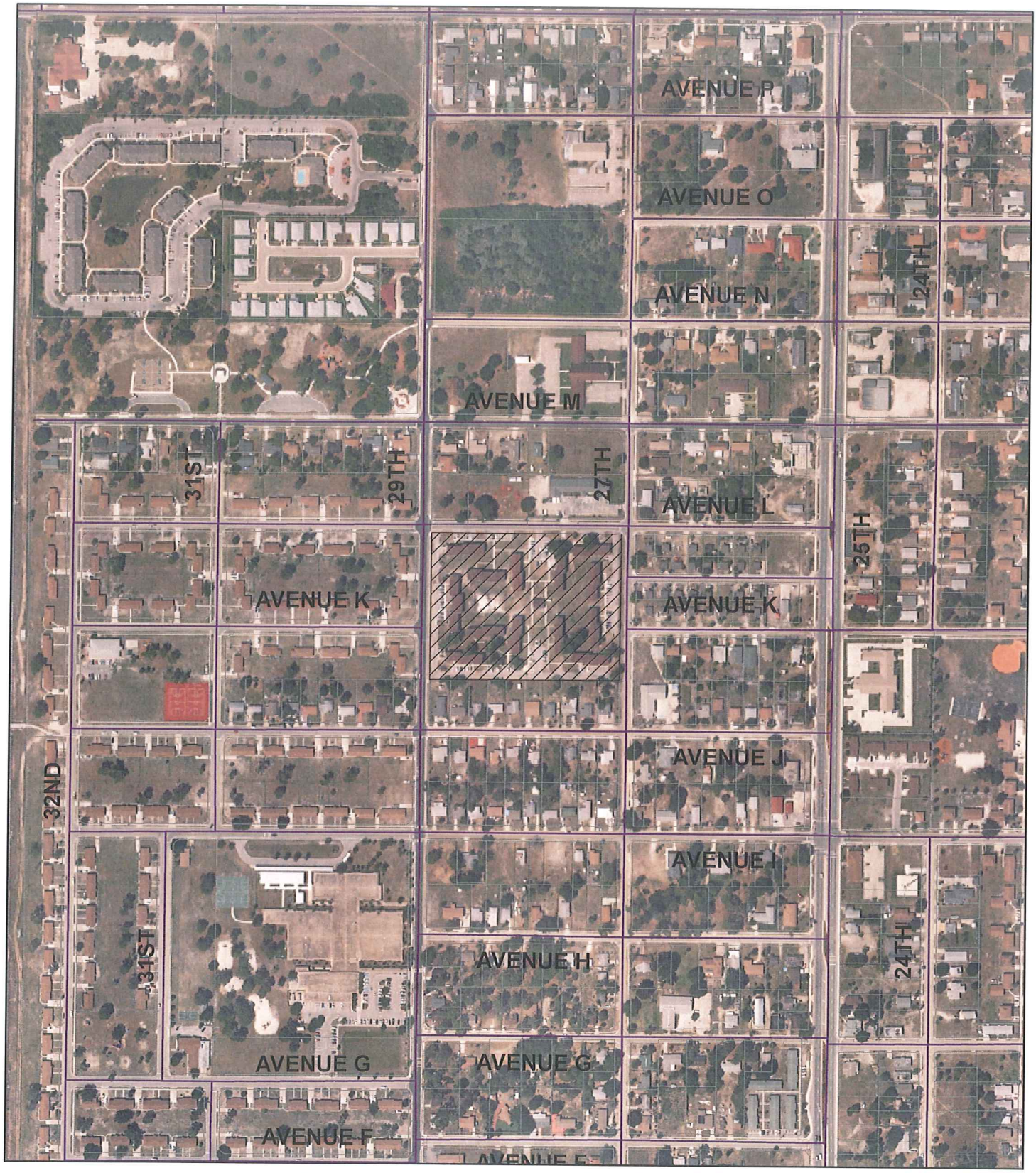
_____
Address State Zip

_____
Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

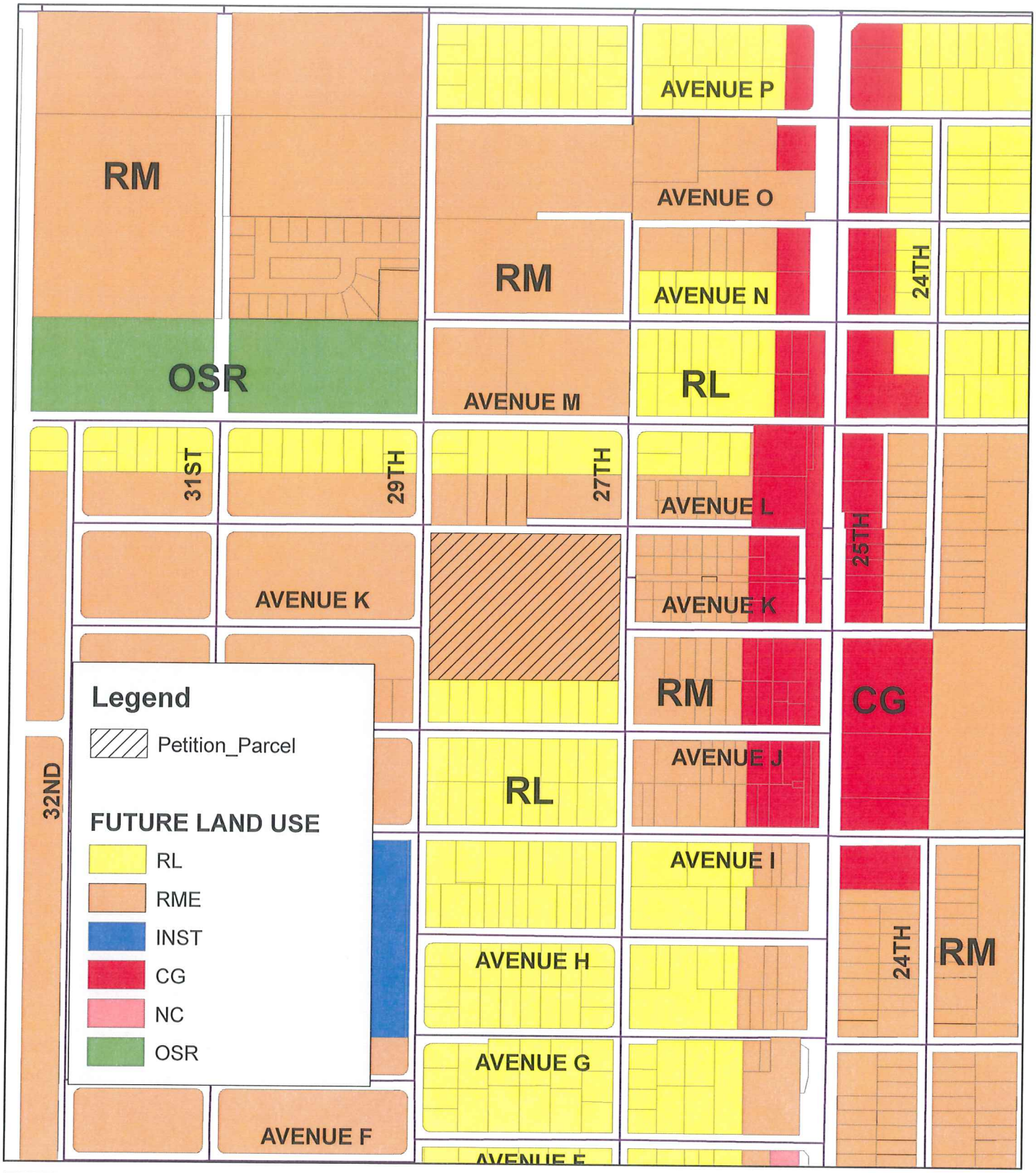
The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ who is personally known to me or has produced _____as identification.

_____
Signature of Notary (seal)



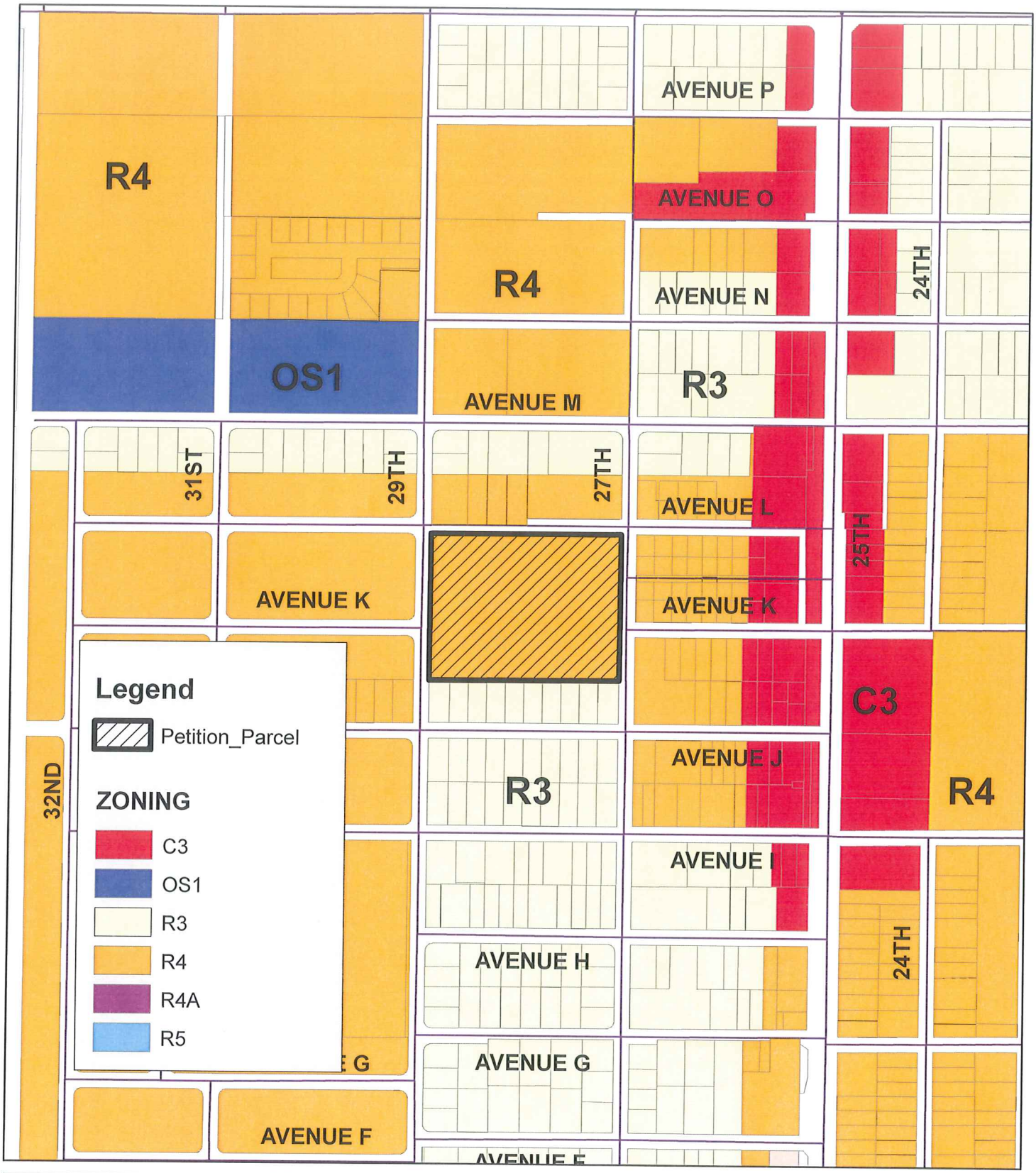
SP PINE CREEK VILLAGE LP
SITE AERIAL

N
W E
S



SP PINE CREEK VILLAGE LP
FUTURE LAND USE MAP

N
W E
S



SP PINE CREEK VILLAGE LP
AREA ZONING MAP

N
W E
S

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	Patrick J. Ferland, PE, Culpepper & Terpening, Inc.
Property Owner(s)	**Applicant/Representative, Title, Company**
2430 Estancia Blvd., Ste 101	2980 South 25th St.
Street Address	Street Address
Clearwater FL 33761	Fort Pierce FL 34981
City State Zip	City State Zip
727-669-3660	772-464-3537
Phone Number	Phone Number
sseckinger@sphome.com	pferland@ct-eng.com
Email Address	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

The foregoing instrument was acknowledged before me this 28th day of June, 2013 by Scott C. Seckinger who is personally known to me or has produced as identification.

Suzanne M. Werner

Signature of Notary

SUZANNE M. WERNER
Notary Public - State of Florida
My Comm. Expires Feb 5, 2014
Commission # DD 930500

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_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

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
- ☒ CD
- ☒ Traffic Impact Report
- ☒ Fee
- ☒ Support Documentation

Application Type:

- ☒ Amending the Zoning Atlas Map
- ☒ Amending the Future Land Use Map

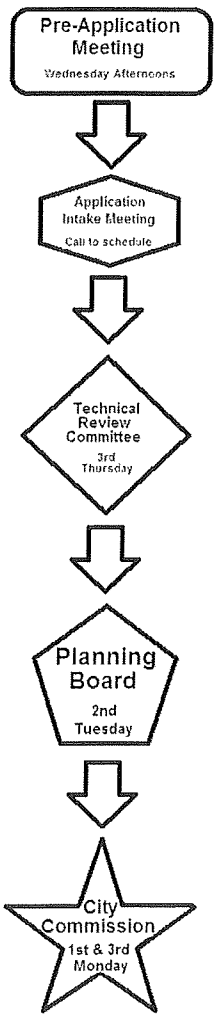
Site Information:

	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: _____ 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 C. 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
My Comm. Expires Feb 5, 2014
Commission # DD 930500

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.

FILED
Mar 25, 2013
Secretary of State

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	Title	VP
Name	PAGE, J. DAVID	Name	MOLINARI, MICHAEL
Address	2430 ESTANCIA BOULEVARD, SUITE 101	Address	2430 ESTANCIA BOULEVARD, SUITE 101
City-State-Zip:	CLEARWATER FL 33761	City-State-Zip:	CLEARWATER FL 33761
Title	VP	Title	VP
Name	SECKINGER, SCOTT	Name	LEACH, PETER H
Address	2430 ESTANCIA BOULEVARD, SUITE 101	Address	2430 ESTANCIA BOULEVARD, SUITE 101
City-State-Zip:	CLEARWATER FL 33761	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

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3759147 OR BOOK 3443 PAGE 2263, Recorded 10/17/2012 at 04:51 PM
Doc Tax: $35000.00

DS: $35,000.00
Rec 35.50
$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]

COPY

IN WITNESS WHEREOF, Grantor has executed this deed the day and year above written.

Signed in the presence of:

GRANTOR:

Signature

Printed Name

Signature

Printed Name

My Fort Pierce, L.L.C.

By: _____
Stephen H. Schneider, Managing Member

STATE OF FLORIDA)

COUNTY OF DUVAL)

This foregoing instrument was acknowledged before me this 11th 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].

Notary Public: _____
Printed Name: DANIEL TAN
My Commission Expires:
[NOTARY SEAL]

DANIEL G. TAN
Notary Public - State of Florida
My Comm. Expires Mar 21, 2016
Commission # EE 181734

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

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

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	ParcelID:	2404-608-0120-000-9
Sec/Town/Range:	05:35S :40E	Account #:	16788
Map ID:	24/05S	Use Type:	M-F >= 10U
Zoning:	R4	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

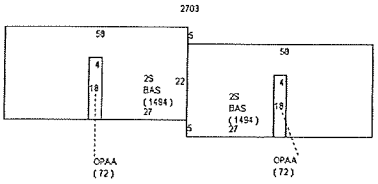
Assessment 2012

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

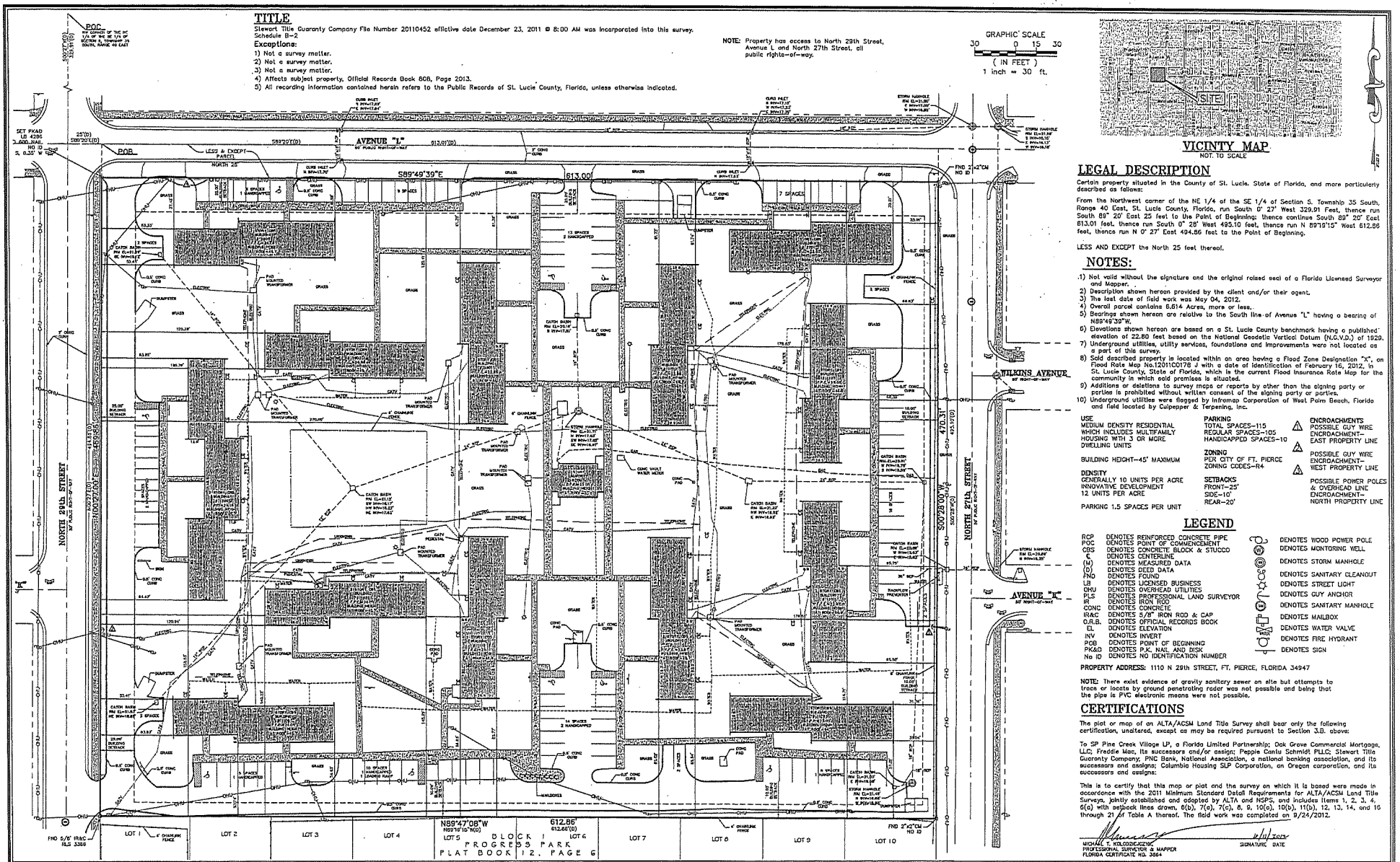
Special Features and Yard Items

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.



TITLE

Stewart Title Guaranty Company File Number 20110452 effective date December 23, 2011 @ 8:00 AM was incorporated into this survey.
Schedule B-2

Exceptions:

1) Not a survey matter.
2) Not a survey matter.
3) Not a survey matter.
4) Affects subject property, Official Records Book 808, Page 2013.
5) All recording information contained herein refers to the Public Records of St. Lucie County, Florida, unless otherwise indicated.

NOTE: Property has access to North 29th Street, Avenue L and North 27th Street, all public rights-of-way.

VICINTY MAP
NOT TO SCALE

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.

NOTES:

1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
2) Description shown hereon provided by the client and/or their agent.
3) The last date of field work was May 04, 2012.
4) Overall parcel contains 6.614 Acres, more or less.
5) Bearings shown hereon are relative to the South line of Avenue "L" having a bearing of N89°49'39"W.
6) Elevations shown hereon are based on a St. Lucie County benchmark having a published elevation of 22.80 feet based on the National Geodetic Vertical Datum (N.G.V.D.) of 1929.
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.12011C0178 J with a date of identification of February 16, 2012, 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.
10) Underground utilities were flagged by Inframap Corporation of West Palm Beach, Florida and field located by Culpepper & Terpening, Inc.

USE
MEDIUM DENSITY RESIDENTIAL WHICH INCLUDES MULTIFAMILY HOUSING WITH 3 OR MORE DWELLING UNITS

BUILDING HEIGHT–45' MAXIMUM

DENSITY
GENERALLY 10 UNITS PER ACRE
INNOVATIVE DEVELOPMENT
12 UNITS PER ACRE

PARKING 1.5 SPACES PER UNIT

PARKING
TOTAL SPACES–115
REGULAR SPACES–105
HANDICAPPED SPACES–10

ZONING
PER CITY OF FT. PIERCE ZONING CODES–R4

SETBACKS
FRONT–25'
SIDE–10'
REAR–20'

ENCROACHMENTS
⚠ POSSIBLE GUY WIRE ENCROACHMENT–EAST PROPERTY LINE
⚠ POSSIBLE GUY WIRE ENCROACHMENT–WEST PROPERTY LINE
⚠ POSSIBLE POWER POLES & OVERHEAD LINE ENCROACHMENT–NORTH PROPERTY LINE

LEGEND

RCP	DENOTES REINFORCED CONCRETE PIPE
POC	DENOTES POINT OF COMMENCEMENT
CBS	DENOTES CONCRETE BLOCK & STUCCO
℄	DENOTES CENTERLINE
(M)	DENOTES MEASURED DATA
(D)	DENOTES DEED DATA
FND	DENOTES FOUND
LB	DENOTES LICENSED BUSINESS
OHU	DENOTES OVERHEAD UTILITIES
PLS	DENOTES PROFESSIONAL LAND SURVEYOR
IR	DENOTES IRON ROD
CONC	DENOTES CONCRETE
R&C	DENOTES 5/8" IRON ROD & CAP
O.R.B.	DENOTES OFFICIAL RECORDS BOOK
EL	DENOTES ELEVATION
INV	DENOTES INVERT
POB	DENOTES POINT OF BEGINNING
PK&D	DENOTES P.K. NAIL AND DISK
No ID	DENOTES NO IDENTIFICATION NUMBER

DENOTES WOOD POWER POLE
DENOTES MONITORING WELL
DENOTES STORM MANHOLE
DENOTES SANITARY CLEANOUT
DENOTES STREET LIGHT
DENOTES GUY ANCHOR
DENOTES SANITARY MANHOLE
DENOTES MAILBOX
DENOTES WATER VALVE
DENOTES FIRE HYDRANT
DENOTES SIGN

PROPERTY ADDRESS: 1110 N 29th STREET, FT. PIERCE, FLORIDA 34947

NOTE: There exist evidence of gravity sanitary sewer on site but attempts to trace or locate by ground penetrating radar was not possible and being that the pipe is PVC electronic means were not possible.

CERTIFICATIONS

The plat or map of an ALTA/ACSM Land Title Survey shall bear only the following certification, unaltered, except as may be required pursuant to Section 3.B. above:

To SP Pine Creek Village LP, a Florida Limited Partnership; Oak Grove Commercial Mortgage, LLC; Freddie Mac, its successors and/or assign; Peppie Caniu Schmidt PLLC; Stewart Title Guaranty Company; PNC Bank, National Association, a national banking association, and its successors and assigns; Columbia Housing SLP Corporation, an Oregon corporation, and its successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a) with setback lines drawn, 6(b), 7(a), 7(b), 7(c), 8, 9, 10(a), 10(b), 11(b), 12, 13, 14, and 16 through 21 of Table A thereof. The field work was completed on 9/24/2012.

6/01/2012

MICHAEL T. KOLODZIEJCZYK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 3864

SIGNATURE DATE

COMPUTER FILE REF.	FIELD BK./PG.
12-037 mep.dwg	11-19/62-83

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4236

– REVISIONS –	BY	DATE
ADDED NOTES, GENERAL REVISIONS, REVISED TITLE INFORMATION	GLM	10-05-12
ADDED NOTES, GENERAL REVISIONS, ADDED TITLE INFORMATION	GLM	10-03-12
REVISED CERTIFICATIONS, ADDED BUILDING SETBACK LINES	GLM	10-02-12
ADD UTILITY LOCATIONS	GLM	9-24-12

	BY	DATE
FIELD	PK/SC	5-04-12
CALCS.		
DRAWN	GLM	5-11-12
DETAILED		
CHECKED	STD	5-15-12
APPROVED		

ALTA/ACSM LAND TITLE SURVEY
OF
A PORTION OF TRACTS 79 & 82
FOR
FORT PIERCE, LLC

DATE: 5-11-2012
HORIZ. SCALE: 1"=30'
VERT. SCALE: N/A
JOB No. 12-037
SHEET 1 OF 1

CITY OF FORT PIERCE
PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, DECEMBER 10th, 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.

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.

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 12th 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 29th street, southeast of the intersection of 29th 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 1st. The improvements were not done until after January 1st. They were done in this calendar year. It is assumed a significant increase will occur for the assessed value by January 1st. 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 Counsel 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 Counsel 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 Negron 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.

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 29TH 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 29th 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:

_____
Robert V. Schwerer, Esq.
City Attorney

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. 14-004 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.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

City Commission Regular Meeting **Agenda Item # 10. d.**

Meeting Date: 03/03/2014

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 - SECOND 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

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

Current assessed value: $35,600
Estimated municipal ad valorem taxes: $235

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

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	02/07/2014 11:24 AM

Form Started By: Kori Benton
Started On: 02/04/2014 10:15 AM
Final Approval Date: 02/12/2014

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 14th, 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 HEREWTIH; 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 COMMISION 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 OFSW 114 OF SW 1/4, TH ALG LI // TOAND 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 Statues 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 18th, 2014; and was duly introduced, ready by title only and passed on second and final reading on March 3rd, 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

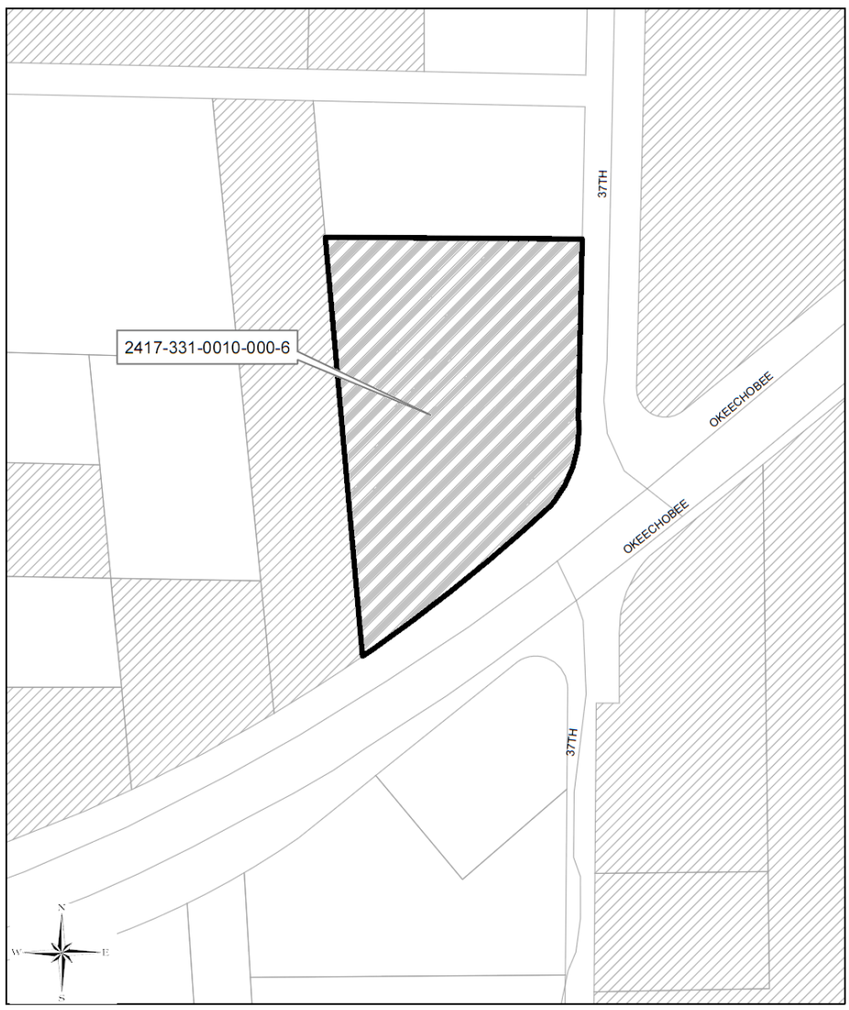
Parcel ID: 2417-331-0010-000-6

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 OFSW 1/4 OF SW 1/4, TH ALG LI // TOAND 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

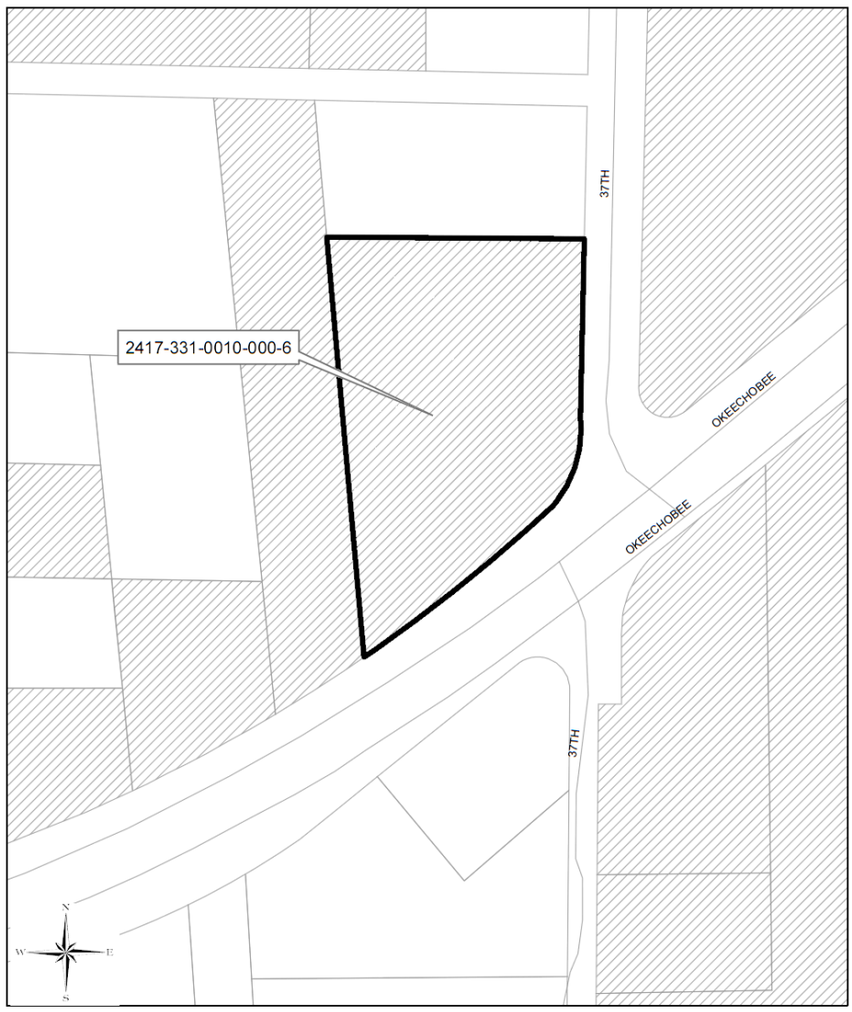
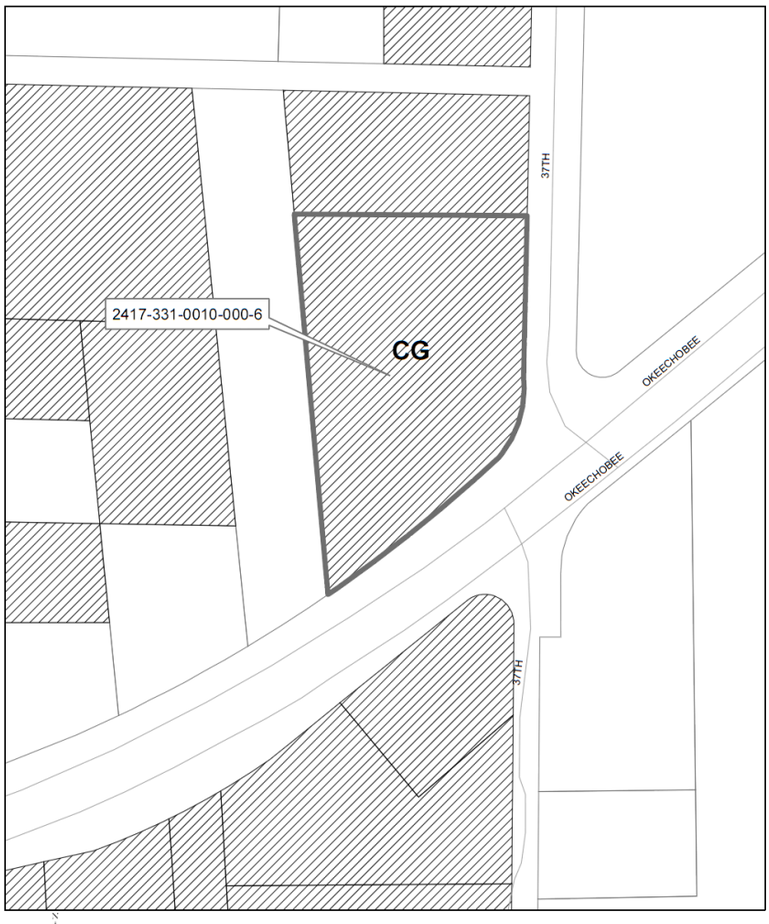


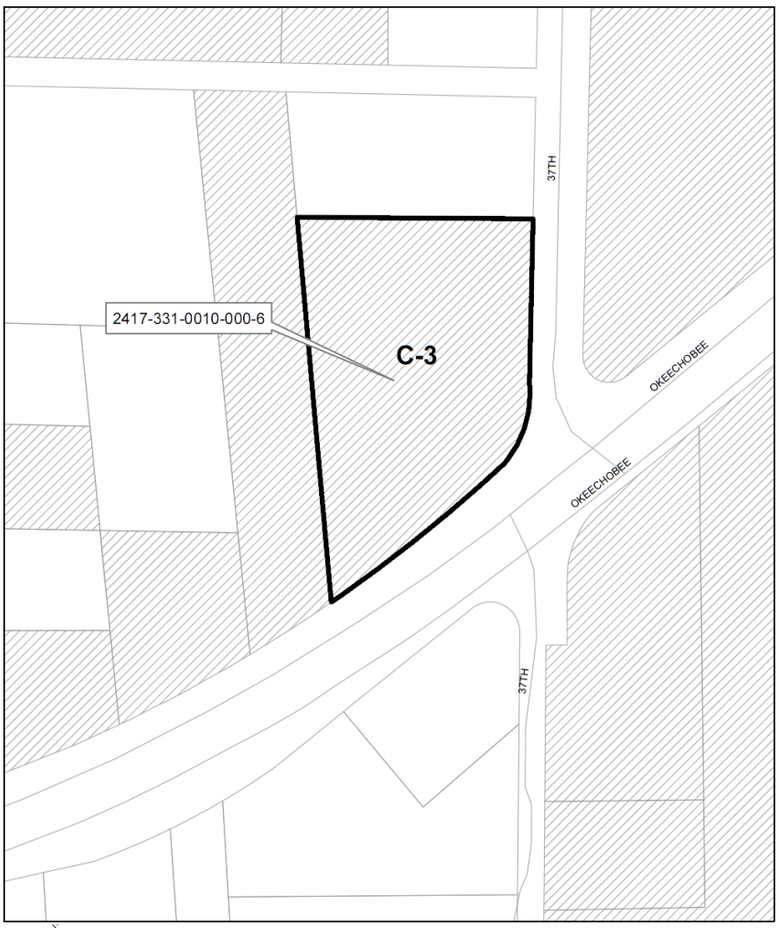
EXHIBIT B to ORDINANCE No. 14-05

Existing Zoning



UNICORPORATED ST LUCIE COUNTY
CURRENT ZONING

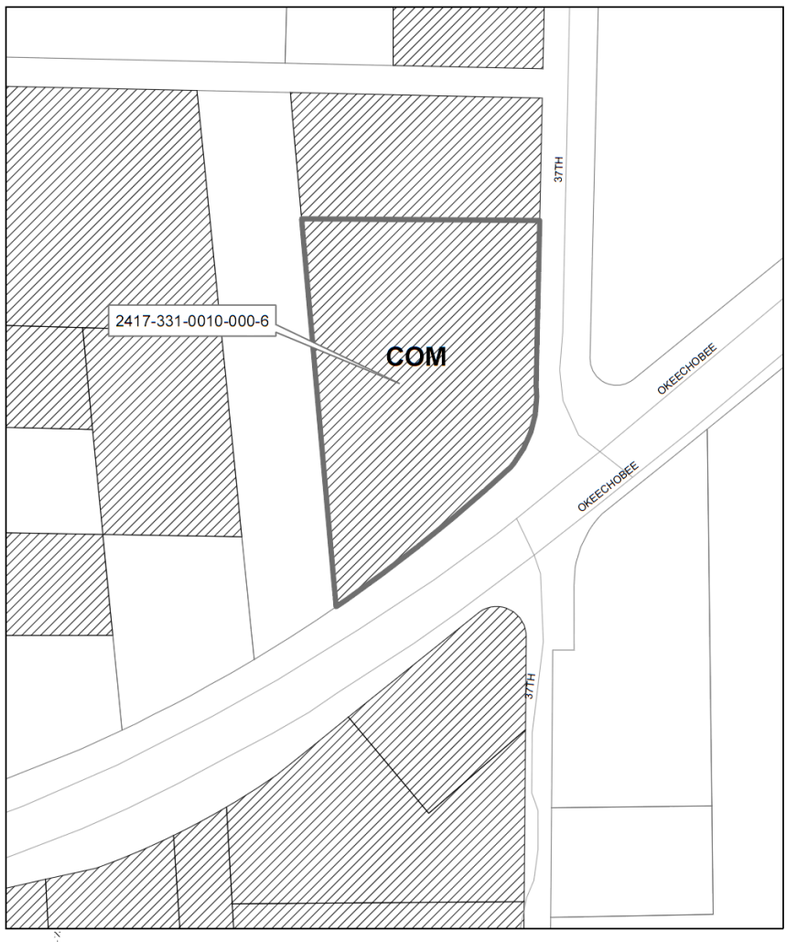
Proposed Zoning



REVISED CORPORATE LIMITS:
PROPOSED ZONING

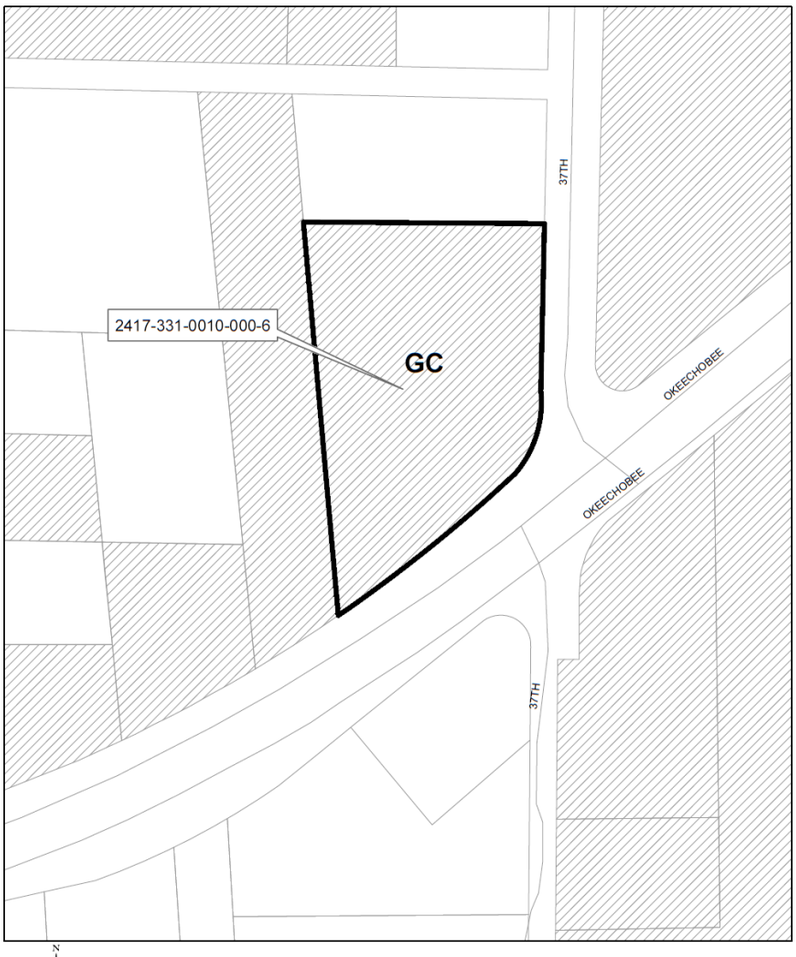
EXHIBIT B to ORDINANCE No. 14-05

Existing Land Use



UNICORPORATED ST LUCIE COUNTY
CURRENT FUTURE LAND USE

Proposed Land Use



REVISED CORPORATE LIMITS:
PROPOSED FUTURE LAND USE

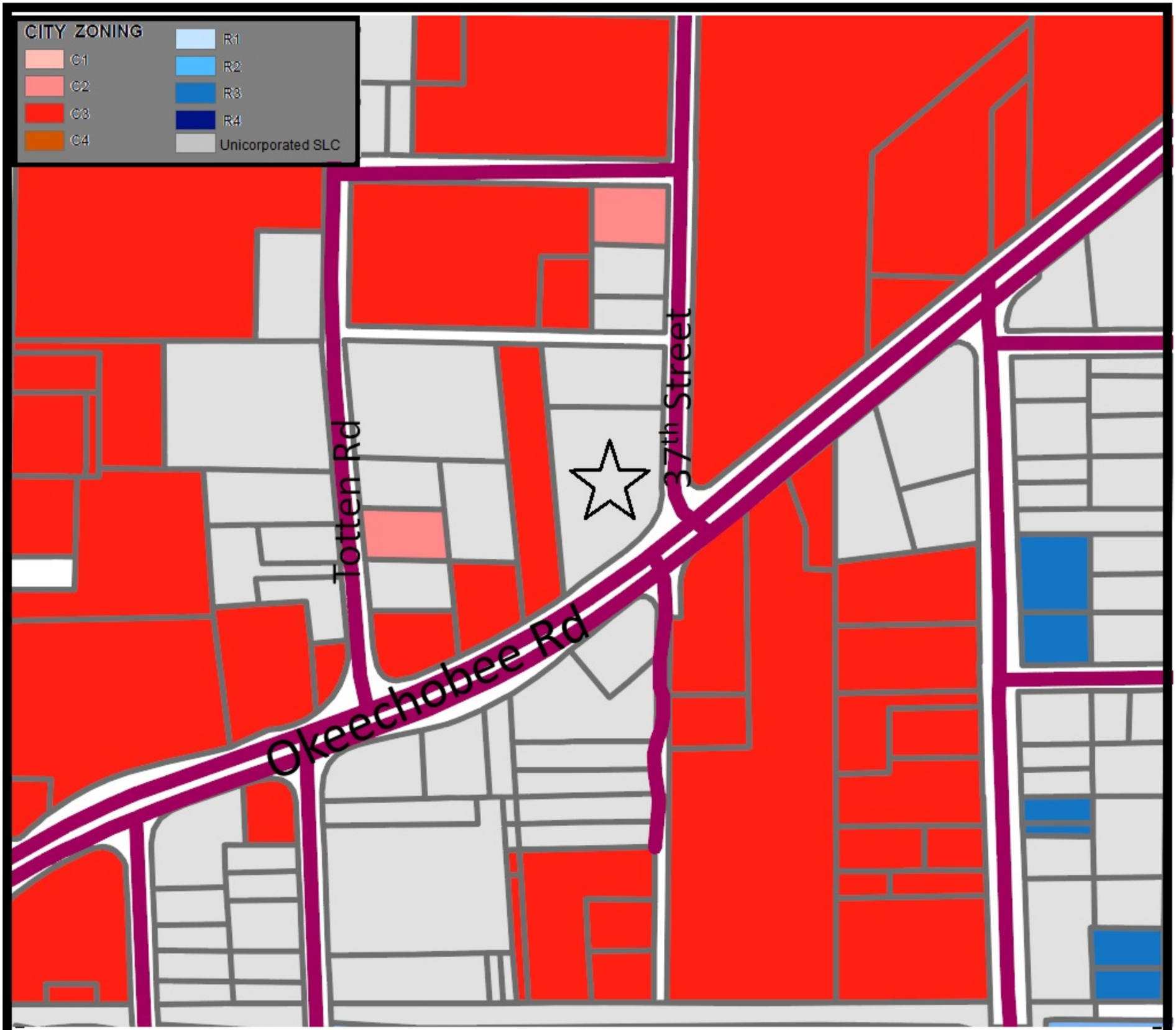


FORT PIERCE
THE SUNRISE CITY

Indian River Oil

3700 Okeechobee Rd

N
NW
NE
W
E
SW
SE
S



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	Book/Page
1/1/1900	0			/

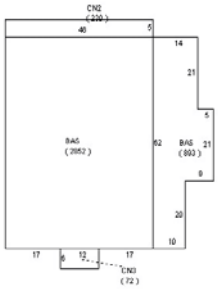
Assessment 2013

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/Fl:	
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.
CNC2 - CONCRETE LOW	Y	1	3198	AV	AV	1950
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

Land Information

No.	Use Type	Type	Measure	Depth
1	1700-OFCE BLDG	333 -Sq Feet	75359	

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): Robert C Fender Jr.
   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: _____

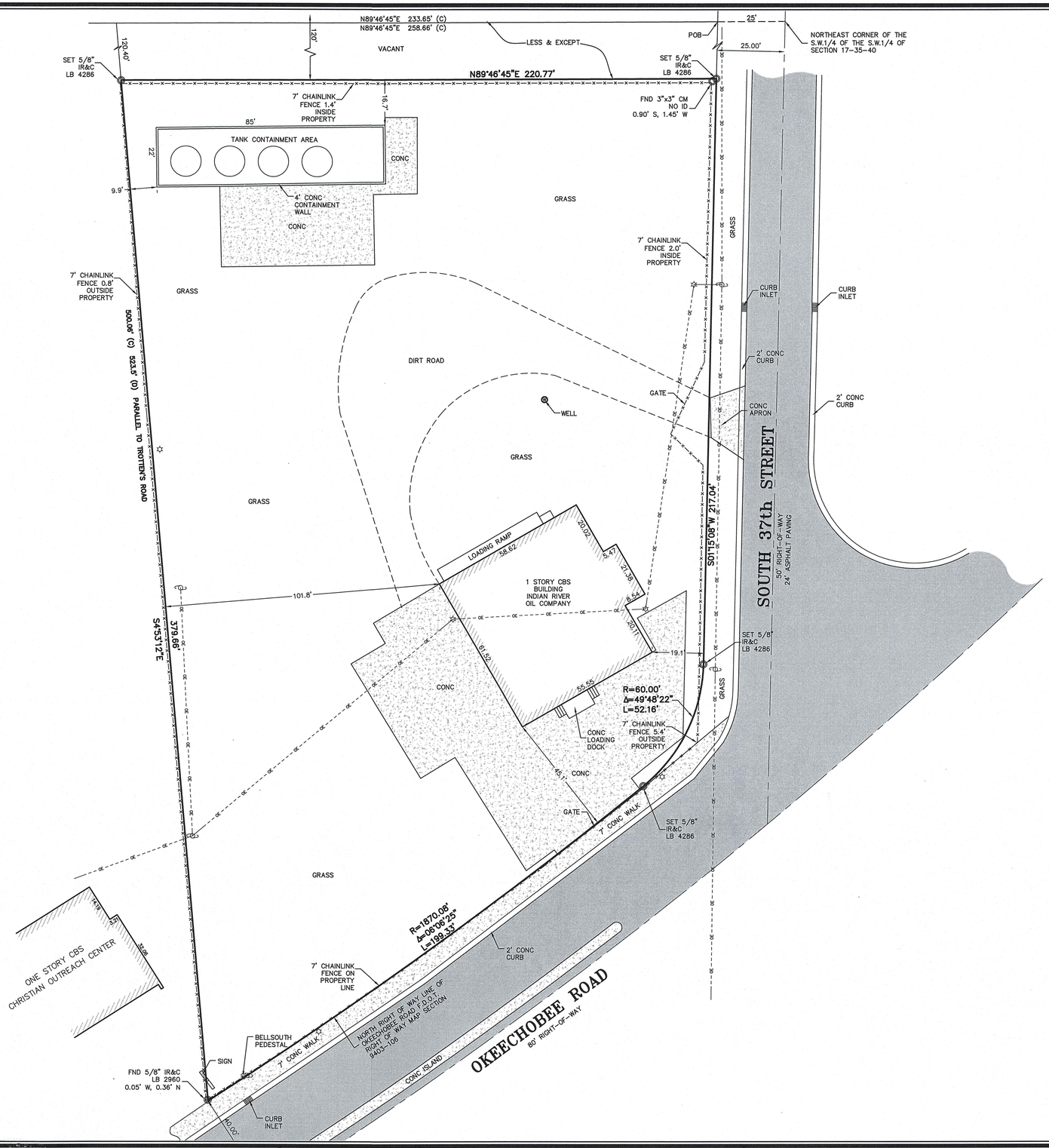
OFFICE USE:

DATE RECEIVED: 11/25/13 Signed: _____

File Number: _____ Check No: N/A Receipt No: N/A

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____



GRAPHIC SCALE

20 0 10 20

(IN FEET)
1 inch = 20 ft.

NORTH

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 hereon 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 hereon 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 hereon 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

11/20/13
SIGNATURE DATE

COMPUTER FILE REF.	FIELD BK./PG.
13-206map.dwg	13-04/44

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 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	GLM	11-19-13
CALCS.		
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

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, JANUARY 14th, 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.

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.

The next item considered – **Item #3 Consideration of Absences**

Mr. Poitier, Ms. Slep and Mr. Clancy were all excused for their absences.

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.

The next item considered – **Item #5 Approval of the December 10th 2013 Minutes.**

Mr. George made a motion and was seconded Ms. Baker- To approve.

A voice vote is taken.

Motion passes unanimously.

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 25th street, just south of the intersection of Okeechobee Road and 25th 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 25th 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.

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.

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 is 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 37th 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.

The next item considered – **Item #9 Comments from the Board**

None.

The next item considered – **Item #10 Adjournment.**

Ms. Castro makes a motion – to adjourn.

City Commission Regular Meeting **Agenda Item # 10. e.**

Meeting Date: 03/03/2014

Re: Ordinance No. 14-006 Decorum Ordinance

Submitted For: Linda Cox, City Clerk, City Clerk

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. SECOND 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

Fiscal Impact

Budgeted Y/N: N

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

N/A

Attachments

Ordinance No. 14-006

Chapter 286

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	02/04/2014 03:34 PM
City Manager	Robert Bradshaw	02/05/2014 11:11 AM

Form Started By: Angela Wilkinson Started On: 01/31/2014 02:19 PM

Final Approval Date: 02/12/2014

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)~~(1)~~ *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:

_____
Robert V. Schwerer, Esq.
CITY ATTORNEY

(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. 14-006 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.

_____
MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

The Florida Senate

2013 Florida Statutes

Title XIX PUBLIC BUSINESS	Chapter 286 PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS Entire Chapter	**SECTION 0114** **Public meetings; reasonable opportunity to be heard; attorney fees.**

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:

(a) 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;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from s. 286.011; or

(d) 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:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) 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;

(c) 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

(d) 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 # 10. f.**

Meeting Date: 03/03/2014

Re: Ordinance 14-009 - Abandonment of a Portion of an Existing 3 Foot Wide Utility Easement

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

---

SUBJECT:

Ordinance No. 14-009 - Easement Abandonment, Fort Pierce Shopping Center, 1167 S US Highway 1. FIRST READING

SUMMARY:

- Deed Book 83, Pages 442 -446 contain the provision of easements along the rear line of property in the Pinewood Subdivision.
- The applicants are requesting a portion of said easements be abandoned.
- Replacement easements are to be recorded for existing and proposed utility infrastructure at the site.

RECOMMENDATION:

Approve the abandonment request.

ALTERNATIVES:

Deny the abandonment request.

RESPONSIBLE STAFF:

Kori Benton, Historic Preservation Officer

COORDINATED WITH:

Karen Emerson, Esq., Assistant City Attorney

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

No fiscal impact.

Attachments

14-009

Staff Report
Aerial
Application
Survey
Easement Exhibit - Existing & Proposed
Sketch & Legals for Replacement Easements

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	02/24/2014 08:49 AM

Form Started By: Kori Benton
Started On: 02/10/2014 02:35 PM
Final Approval Date: 02/24/2014

ORDINANCE NO. 14-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ABANDONING A THREE FOOT WIDE EASEMENT ALONG THE REAR LINE OF THE PROPERTY IN THE PINEWOOD SUBDIVISION, PLAT BOOK 5, PAGE 24, SAID EASEMENT MORE PARTICULARLY DESCRIBED IN THE WARRANTY DEED RECORDED AT OR BOOK 83, PAGES 442 TO 446,** PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; ABANDONING **AN ADDITIONAL THREE FEET WIDE EASEMENT COMMENCING AT THE NORTH RIGHT OF WAY LINE OF OHIO AVENUE** AND AS MORE PARTICULARLY DEPICTED AND DESCRIBED IN THE EXHIBITS HERETO; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Warranty Deed recorded in Deed Book 83, Pages 442 to 446 recites and reserves a three foot (3') wide easement "along the rear line of said property" for any utility, being more particularly described for purposes of this ordinance as follows:

A STRIP OF LAND LYING OVER AND ACROSS A PORTION OF THE PLAT OF PINEWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 3.00 FEET OF LOTS 1 THROUGH 4 AND THE WEST 3.00 FEET OF LOTS 2A THROUGH 4A, BLOCK 29, TOGETHER WITH THE EAST 3.00 FEET OF LOTS 5 THROUGH 7, BLOCK 29, SAID PLAT OF PINEWOOD.

TOGETHER WITH:

THE WESTERLY 3.00 FEET OF LOTS 1 THROUGH 3 AND THE WESTERLY 3.00 FEET OF LOTS 1 A THROUGH 4A, BLOCK 28, SAID PLAT OF PINEWOOD.

TOGETHER WITH:

THE WESTERLY 3.00 FEET OF LOTS 22 THROUGH LOT 28, BLOCK 28, SAID PLAT OF PINEWOOD.

And as further depicted on Exhibit "A", attached hereto; and

WHEREAS, said Warranty Deed further recites a reference to another easement, being more particularly described for purposes of this ordinance as follows:

TOGETHER WITH:

A STRIP OF LAND LYING OVER AND ACROSS A PORTION OF LOT 28, BLOCK 28, SAID PLAT OF PINEWOOD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF OHIO AVENUE AND THE WESTERLY LOT LINE OF LOT 22, BLOCK 28, SAID PLAT OF PINEWOOD; THENCE NORTH 20'07'34" EAST, ALONG SAID

WESTERLY LOT LINE OF LOT 22 AND ALONG THE WESTERLY LOT LINE OF LOTS 23 & 24, BLOCK 28, A DISTANCE OF 215.62 FEET; THENCE NORTH 39'35" 47" EAST, ALONG THE WESTERLY LOT LINE OF LOTS 25 THROUGH 28, BLOCK 28, A DISTANCE OF 268.22 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 39'35" 47" EAST, ALONG SAID WESTERLY LINE OF LOT 28, A DISTANCE OF 46.27 FEET TO THE NORTHERLY MOST

CORNER OF SAID LOT 28; THENCE SOUTH 36'16'35" EAST, DEPARTING SAID WESTERLY LINE, ALONG THE EASTERLY LINE OF SAID LOT 28, A DISTANCE OF 3.09 FEET; THENCE SOUTH 39'35"47" WEST, DEPARTING SAID EASTERLY LINE, ALONG A LINE BEING PARALLEL WITH AND 3.00' SOUTHWESTERLY OF, AS MEASURED AT RIGHT

ANGLES TO, SAID WESTERLY LINE OF LOT 28, A DISTANCE OF 45.51 FEET; THENCE NORTH 50'24'13" WEST, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.

And as further depicted on Exhibit "B", attached hereto, and

WHEREAS, there currently exists some utility facilities within portions of the easements requested to be abandoned and said easement abandonments shall therefore be conditioned upon both relocation of said utilities and replacement easement(s) being granted and provided by the record property owner; and

WHEREAS upon such relocation and replacement there will exist no present of future need for the said current utility easements; and

WHEREAS, the record property owner of Parcel # 2415-601-0434-000-6, more particularly described as:

PINEWOOD S/D BLKS 28 AND 29 LOTS 1, 1A, 2, 2A, 3, 3A, 4, 4A, -LESS E 7 FTFOR US 1 R/W-AND LOT 22-LESS THAT PART OF LOT LYG S OF FOL DESC LI: BEG SW COR OF LOT RUN N 76 DEG 13 MIN E TO E LI OF LOT AND END OF SPEC DESC LI-AND ALL LOTS 23 TO 28 INCL AND SHERIDAN CIR-LESS E 7 FT FOR US 1 R/W AND LESS S 35 FT FOR OHIO AV- AND ALL BLK 29-LESS E 7 FT AND-LESS S 35 FT- (OR 479-1888)

has requested the abandonment of the above described three foot (3') wide utility easements and has agreed to the relocation and replacement of easements as required by the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA;

SECTION 1. From and after the effective date herein, and conditioned upon the relocation and replacement of said easements as provided above, the utility easements hereinafter described shall be and the same hereby abandoned, to wit:

A STRIP OF LAND LYING OVER AND ACROSS A PORTION OF THE PLAT OF PINEWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 3.00 FEET OF LOTS 1 THROUGH 4 AND THE WEST 3.00 FEET OF LOTS 2A THROUGH 4A, BLOCK 29, TOGETHER WITH THE EAST 3.00 FEET OF LOTS 5 THROUGH 7, BLOCK 29, SAID PLAT OF PINEWOOD.

TOGETHER WITH:

THE WESTERLY 3.00 FEET OF LOTS 1 THROUGH 3 AND THE WESTERLY 3.00 FEET OF LOTS 1 A THROUGH 4A, BLOCK 28, SAID PLAT OF PINEWOOD.

TOGETHER WITH:

THE WESTERLY 3.00 FEET OF LOTS 22 THROUGH LOT 28, BLOCK 28, SAID PLAT OF PINEWOOD.

As depicted in the attached Exhibit “A”

TOGETHER WITH:

A STRIP OF LAND LYING OVER AND ACROSS A PORTION OF LOT 28, BLOCK 28, SAID PLAT OF PINEWOOD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF OHIO AVENUE AND THE WESTERLY LOT LINE OF LOT 22, BLOCK 28, SAID PLAT OF PINEWOOD; THENCE NORTH 20'07'34" EAST, ALONG SAID

WESTERLY LOT LINE OF LOT 22 AND ALONG THE WESTERLY LOT LINE OF LOTS 23 & 24, BLOCK 28, A DISTANCE OF 215.62 FEET; THENCE NORTH 39'35'47" EAST, ALONG THE WESTERLY LOT LINE OF LOTS 25 THROUGH 28, BLOCK 28, A DISTANCE OF 268.22 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 39'35” 47" EAST, ALONG SAID WESTERLY LINE OF LOT 28, A DISTANCE OF 46.27 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT 28; THENCE SOUTH 36'16'35" EAST, DEPARTING SAID WESTERLY LINE, ALONG THE

EASTERLY LINE OF SAID LOT 28, A DISTANCE OF 3.09 FEET; THENCE SOUTH 39'35'47" WEST, DEPARTING SAID EASTERLY LINE, ALONG A LINE BEING PARALLEL WITH AND 3.00' SOUTHWESTERLY OF, AS MEASURED AT RIGHT

ANGLES TO, SAID WESTERLY LINE OF LOT 28, A DISTANCE OF 45.51 FEET; THENCE NORTH 50'24'13" WEST, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.

As depicted on Exhibit “B”, attached hereto and incorporated herein.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall be and become effective upon final passage.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Robert V. Schwerer, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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. 14-009 was duly advertised by title only in the St. Lucie News Tribune on February 20, 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 March 3, 2014; and was duly introduced, read by title only, and passed on second and final reading on March 17, 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 17th day of March 2014.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(City Seal)

CITY OF FORT PIERCE

PLANNING DEPARTMENT

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

TO: Robert Bradshaw, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Manager

FROM: Kori Benton, Historic Preservation Officer

SUBJECT: **Fort Pierce Shopping Center - Easement Abandonment**
1167 S US Highway 1

DATE: February 21, 2014

STAFF REPORT

Owner

Fort Pierce Shopping Center
Arnold Weiss
630 Sentry Pkwy E Suite 200
Blue Bell PA 19422-2347

Applicant/Representative:

Todd Wickard
Itasca Construction Associates, Inc.
6420 Congress Avenue, Suite 1900
Boca Raton FL 33487

Requested Action: Abandonment of Easements

Location: 1167 S U.S. Highway 1

Parcel ID: 2415-601-0434-000-6

Zoning: C-3, General Commercial

Surrounding Zoning:

North	East	South	West
C-3 & R-4	C-3	C-3	R-4

Future Land Use: General Commercial (GC)

Parcel Size: 3.63 acres

Utilities: Located within the FPUA Retail Service Area

Background:

The Fort Pierce Shopping Center is a 44,798 sq. ft. commercial plaza constructed in 1955 upon the subject property which was originally designed as a single-family home subdivision. The applicant and representative have received approval to extensively redevelopment renovate the Fort Pierce Shopping Center including the reconfiguration of the existing parking lots, installation of additional landscaping, redesign of site entrances and exits, façade improvements as well as a 1,800 square foot addition to the rear of the structure.

The completion of a title search, necessary to complete the sale of the property, discovered the apparent existence of utility easements throughout the property based upon the originally platting of lots and the prospect of utility infrastructure for each platted lot. The subject easements are said to have been established on March 12th, 1931 via Deed Book 83, Page 442. The original plat of Pinewood Subdivision did not specifically dedicate the subject easements; however D.B. 83, PG. 442 provided authority for grantor or grantee of the property to into easement agreements for the establishment of public utilities.

The existence of the utility easements presents an obstacle to the completion of the real estate transaction, since portions of the existing structure reside within these easements; therefore the applicant is requesting to abandon said easements.

Staff Analysis:

Staff completed a technical review of request to abandon the subject easements in coordination with affected City departments and utility suppliers. All affected departments and utility suppliers are in support of the requested abandonment as the utility facilities which currently exist within portions of the easements requested to be abandoned with the condition that the facilities are relocated and/or replacement easements are granted and provided by the record property owner. Upon such relocation and replacement there will exist no present of future need for the said current utility easements.

The current plans for redevelopment necessitate dedication of utility easements to include all existing and proposed utility facilities (Electric, gas, water, wastewater and fiber optic). The applicant has coordinated with Staff and the Fort Pierce Utilities Authority (FPUA) to draft replacement easements to be recorded for the existing and proposed utility infrastructure at the site. The replacement easements will be recorded upon adoption of Ordinance 14-009.

Staff Recommendation:

The requested abandonment of the subject easements does not adversely impact the health, safety or welfare; therefore Staff recommends that the City Commission **approve** Ordinance 14-009, abandoning said easements, providing for replacement easements for existing utility infrastructure.

Fort Pierce Shopping Center

1167 S US Highway 1

CITY OF FORT PIERCE

PLANNING DEPARTMENT

COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

Abandonment

Property address or Location 1143-1167 South US Highway #1, Ft. Pierce, FL 34950

Parcel ID#(s) 2415-601-0434-000-6

Project description Ft. Pierce Shopping Center, Easement Abandonment

Current: Mr. Arnold Weiss & Buzz Marcus/Future: Holland G&C F.P. LLC
Property Owner(s)
110 Gibraltar Rd. Ste 103 / 220 Congress Park Dr. Ste 103
Street Address
Horsham, PA 19044 / Delray Beach,, FL 33445
City State Zip
561-451-6680 / 561-271-9681
Phone Number
Bmarcus74@aol.com / akarrh@hollandretailadvisors.com
Email Address

Todd Wickard, Project Manager, Itasca Construction Associates, Inc.
Applicant/Representative, Title, Company
6420 Congress Avenue, Suite 1900
Street Address
Boca Raton FL 33487
City State Zip
561-241-4999 / 561-441-6342
Phone Number
toddw@itascaboca.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.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY Palm Bch

The foregoing instrument was acknowledged before me this 25 day of Sept, 2013, by Stuart E Marcus who is personally known to me or has produced FL DL as identification.

Signature of Notary (seal)

PATRICIA A. TOWNEND
Notary Public - State of Florida
My Comm. Expires May 6, 2017
Commission # FF 016397

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

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

ABANDONMENT

Submit eight (8) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ❑ Current survey, including property size
- ❑ Current Appraisal, Sketch, Size (in sq. ft.) & Legal Description of property for proposed abandonment
- ❑ Encumbrance Title Search
- ❑ Complete, notarized application

Application Type:

❑ Easement Abandonment ❑ Right-of-Way Abandonment

Reason for Abandonment Request: _____

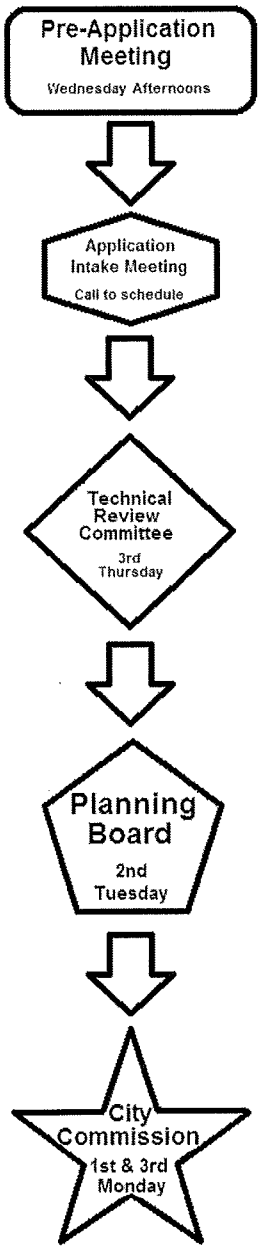
_____

List any utilities visible or known to exist in the right of way/easement: _____

_____

Is the right of way in use or unopened? ❑ In Use ❑ Unopened

Application Outlook



THE LAW FIRM OF
FRANK • WEINBERG • BLACK, P.L.

JILL B. BERKMAN
DAVID W. BLACK
EDWARD DEUTSCH+
STEVEN W. DEUTSCH
STEVEN C. ELKIN
NEIL G. FRANK
E.J. GENEROTTI
JACQUELINE A. GRADY***
LEORAH G. GREENMAN*
BRUCE HURWITZ
MICHAEL A. KAMMER
STEVEN B. KATZ
ANDREW LEVY
HOFITN. LOTTENBERG

** JOEL MARTIN MCTAGUE
CONSTANTINA ALEXANDROU MIRABILE
HARRY MIRABLE
*RANDY J. NATHAN
MARC A. SILVERMAN
ROBERT T. SLATOFF
*MARIA P. SPILIOPOULOS
ANASTASIOS TOM SPYREDES
DAVID NEAL STERN
LEANNE B. WAGNER
STEVEN A. WEINBERG

*Member of the New York Bar
** Member of the D.C. Bar
*** Member of the Pennsylvania Bar
+ Of Counsel

September 9, 2013

VIA EMAIL akarrh@hollandretailadvisors.com & U.S. MAIL
Alan Karrh, Manager
Holland G&C Ft. Pierce Management, LLC
220 Congress Park Drive, Suite 301
Delray Beach, FL 33445

RE: **HOLLAND G&C FT. PIERCE, LLC - OUR FILE NO. 14967.001**

Dear Alan:

I received an updated Title Commitment with a revised Effective Date of August 1, 2013, copy attached. In addition, we finally received a readable copy of Quit Claim Deed listed in Schedule B-II, Item 9 as recorded in Deed Book 83, Page 442 of the Public Records of St. Lucie County, Florida, copy attached. This Quit Claim Deed contains a three foot easement for utilities across the rear of the lots and has now been plotted on the survey. You will note on the enclosed Survey that the building, where it abuts the rear property line, encroaches on the easement. This may affect your ability to obtain a loan on the property.

Next, please review the exception in Schedule B-II, Item 12, the survey read, and let me know if you have any concerns or want to discuss the various encroachments or possible easements referenced in this exception.

In addition, there have been three Notices of Commencement recorded since June, 2013. There are two by Pizza Hut, Inc. for Tenant Build-out and provision of electronic security system and the third by Fort Pierce Shopping Center for fire suppression system, copies attached. These are referenced in Schedule B-I, Item 12, in the Title Commitment with a requirement for their termination. Again, this may affect your ability to obtain a loan on the property as well, as they will have to be terminated in order to insure a first position in favor of the Lender.

If you would like to discuss how these documents affect title to the property, please let me know and we can schedule a time to discuss.

Yours very truly,
FRANK, WEINBERG & BLACK, P.L.

STEVEN W. DEUTSCH, ESQ.
For the Firm
SWD/set
Karrh Ltr3

Frank, Weinberg & Black, P.L.
1875 NW Corporate Blvd., Suite 100
Boca Raton, FL 33431
Phone: 561-395-3350
Fax: 561-395-3339

Chicago Title Insurance Company

Revised: Septebmer 5, 2013

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Order No.: 4366708
Customer Reference: Holland G&C Ft. Pierce, LLC

1. Effective Date: August 01, 2013 at 8:00 AM

2. Policy or Policies to be issued: Premium: $TBD

   A. ALTA Owners 2006 with Florida Modifications
   Proposed Insured: Holland G&C Ft. Pierce, LLC, a Florida limited liability company
   Proposed Amount of Insurance: $1,700,000.00

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

   Fort Pierce Shopping Center, a Florida General Partnership

5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: _____
Authorized Officer or Agent

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All other uses are prohibited. Reprinted under license from the American Land Title Association.
ALTA Commitment (6/17/06) (with FL Modifications)

SCHEDULE B SECTION I
REQUIREMENTS

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:

   A. Duly executed Warranty Deed from Fort Pierce Shopping Center, a Florida General Partnership, Grantor, to Holland G&C Ft. Pierce, LLC, a Florida limited liability company, Grantee, conveying the land described on Schedule A hereof.

      The Company will require, and attached thereto, an Affidavit in accordance with Florida Statutes Section 620.830 {3} establishing: (i) the names of all the partners; (ii) reflecting that the Partnership is currently in existence (and as of the date of being vested in title); (iii) the partner(s) executing the Deed are authorized to do so; (iv) that neither the partners nor the Partnership have been in bankruptcy during the existence of the Partnership, and (v) that corporate partners, if any, have not been dissolved. (Note: If the general partner is a business entity, proof of the good standing of said entity and proof as to the person(s) who are authorized to execute on behalf of said entity should be required)

3. Proof of payment of any outstanding assessments in favor of St. Lucie County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

   Any outstanding assessments in favor of St. Lucie County, Florida, any special taxing district and any municipality.

4. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

   Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

5. Proof of the good standing of Holland G & C Ft. Pierce, LLC, in the State of Florida.

6. An Affidavit in form acceptable to Chicago Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

7. INTENTIONALLY DELETED.

8. INTENTIONALLY DELETED.

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ALTA Commitment (6/17/06) (with FL Modifications)

SCHEDULE B SECTION I
Requirements continued

9. This is a preliminary commitment that requires the review and approval by the state and/or national underwriting office for the company. Accordingly, this commitment is not effective to bind the company until the necessary approval is obtained from the state and/or national underwriting office for the company. The company reserves the right to add additional requirements and/or exceptions as deemed necessary upon said review.

10. Note: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

11. Record in the public records a release of Lease Agreement by and between Fort Pierce Shopping Center, a Florida general partnership, Lessor and Walgreen Co., an Illinois corporation, Lessee, recorded June 7, 1983, in Official Records Book 402, Page 2465 and re-recorded July 11, 1983 in Official Records Book 405, Page 2029.

12. To terminate the notice(s) of commencement recorded on June 10, 2013 in Official Records Book 3527, Page 89; July 31, 2013 recorded in Official Records Book 3544, Page 639 and recorded August 5, 2013 in Official Records Book 3545, Page 1921, **it is recommended that the issuing agent contact the underwriting department at least 3-5 business days prior to closing to discuss requirements. Each situation is considered on a case-by-case basis. After the construction lien risk has been evaluated in accordance with the guidelines contained in Underwriting Bulletin 2011-04 and approved by the Company, for each notice of commencement referenced above, the issuing agent must:**

    a. Record notice of termination together with a contractor's final payment affidavit pursuant to Section 713.132, Florida Statutes. The notice of termination must be sworn and subscribed to by the appropriate party(ies) and be properly served upon the contractor, each person who gave notice to owner and each person who had a direct contract with the owner.

    b. Obtain final waivers and releases of lien from any lienors showing as unpaid in the contractor's final payment affidavit.

    c. Provide original, signed copy of the Company's indemnity agreement to the underwriting department.

    d. Comply with any additional requirements deemed necessary by the Company.

NOTE: 2012 Real Property Taxes in the gross amount of $6,166.79 are PAID, under Tax I.D. No. 2415-601-0434-070/7.

NOTE: 2012 Real Property Taxes in the gross amount of $35,264.35 are PAID, under Tax I.D. No. 2415-601-0434-000/6.

END OF SCHEDULE B SECTION I

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ALTA Commitment (6/17/06) (with FL Modifications)

SCHEDULE B SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.

3. Standard Exceptions:

   A. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Land.

   B. Rights or claims of parties in possession not shown by the public records.

   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

   D. Taxes or assessments which are not shown as existing liens in the public records.

4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

6. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of PINEWOOD, recorded in Plat Book 5, Page 24, of the Public Records of St. Lucie County, Florida.

7. Any easements that may lie within the abandoned/vacated Sheridan Circle right of way.

8. Right of Way and Easement granted to City of Fort Pierce by Right-of-Way Deed recorded in Deed Book 203, Page 121 and Deed of Confirmation recorded in Deed Book 227, Page 431.

9. Utility easement over and across the rear 3 ft. of insured property, together with the right of entry, as set forth in Warranty Deed recorded in Deed Book 83, Page 442.

10. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

11. INTENTIONALLY DELETED.

12. Subject to matters on ALTA/ASCM Land Title Boundary Survey, under Job No. 13-148, dated July 30, 2013 and revised August 5, 2013; August 13, 2013 and September 3, 2013, prepared by Geomatics Services, Inc.:

    a.) Encroachment by 1.4' of 8' Privacy Wall in the NW corner.

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ALTA Commitment (6/17/06) (with FL Modifications)

SCHEDULE B SECTION II
EXCEPTIONS

b.) Portion of concrete walk encroaching into 12' Utility easement on the east lot line.
c.) Concrete Sign encroaching within Utility easements.
d.) Asphalt Parking Lots encroaching within Utility easements.
e.) Covered concrete walk encroaching on 3' Utility easement.
f.) Possible encroachment of 8" concrete retaining wall.
g.) Possible easements as evidenced by wood power poles; sanitary manholes; overhead utilities; drainage manhole; water meter; water backflow preventor; water valves; valves; hand hole and light poles.
h) Encroachments of 8" concrete retaining wall, 1 story building, 5' chain link fence; covered concrete walk; asphalt parking lot and 8' high wall into 3' Utility Easement as reserved in Deed Book 83, Page 442.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

NOTE: If the proceeds of the loan to be secured by the insured mortgage are deposited with the Company or its authorized agent, Item 1 above shall be deemed deleted as of the time such funds are disbursed to or for the account of the borrower. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this commitment/policy shall refer to the public records of St. Lucie County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 15951 SW 41st Street , Suite 800, Weston, FL 33331; Telephone 954-217-1744.

Searched By: Ellen Klempert

END OF SCHEDULE B SECTION II

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ALTA Commitment (6/17/06) (with FL Modifications)

EXHIBIT "A"

All of Block 29, less the South 35 feet thereof and less the East 7 feet thereof, of Pinewood Subdivision; Lots 1-A, 1, 2-A, 2, 3-A, 3, 4A, less the East 7 feet of each of said lots, and Lots 22 23, 24, 25, 26, 27 and 28, less that part of said Lot 22 lying South of a line beginning at the Southwest corner thereof and running Northerly 76 degrees 13 min. East to the West boundary line of Sheridan Circle, all lying and being in Block 28 of Pinewood Subdivision; All of that certain area known and designated as Sheridan Circle, less the East 7 feet thereof, and less the South 35 feet thereof, measured from Coconut Drive, all the above lands lying in Pinewood Subdivision according to plat thereof on file in Plat Book 5, at Page 24 of the Public Records of St. Lucie County, Florida.

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ALTA Commitment (6/17/06) (with FL Modifications)

Deed 83/442

TO HAVE AND TO HOLD all and singular the said premises, above mentioned and described, and hereby granted and conveyed, or intended so to be, with the appurtenances, unto the said party of the second part, her heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever.

IN WITNESS WHEREOF, the said Special Master in Chancery, as aforesaid, has hereunto set his hand and seal, the day and year first above written.

E. O. Denison (Seal)
As Special Master in Chancery, as aforesaid.

Signed, sealed and delivered in the presence of:

Rose Anne McManus

W. F. Maurer

STATE OF FLORIDA,
ST. LUCIE COUNTY.

I, an officer duly authorized to take acknowledgments, hereby certify that E. O. Denison is well known to me, and known to me to be the individual described in and who executed the foregoing deed of conveyance, and that he acknowledged before me that he executed the foregoing deed, as Special Master in Chancery, aforesaid, for the purposes therein expressed.

WITNESS my hand and official seal, the 19th day of March, A. D. 1931, in the State and County aforesaid.

(N. P. SEAL)

Rose Anne McManus
Notary Public, State of Florida at Large
My Commission Expires Jan. 31, 1932

Filed and recorded this 19th day of March, A. D. 1931, at 3:16 P.M.

P. O. ELDRED, Clerk of Circuit Court.

By W. C. Baggett Deputy Clerk.

Record Verified

(CIRCUIT COURT SEAL)

COLONIAL LAND COMPANY TO FEE & LIDDON COMPANY

WARRANTY DEED

THIS INDENTURE, Made this twelfth day of March, A. D., 1931, between COLONIAL LAND COMPANY, a New Jersey corporation, authorized to do business in the State of Florida, party of the first part, and FEE & LIDDON COMPANY, a Florida corporation, of the County of St. Lucie and State of Florida, party of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of One ($1.00) Dollar, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm, unto the said party of the second part, its successors and assigns forever, all that certain parcel of land lying and being in the County of St. Lucie and State of Florida, more particularly described as follows: Lots Numbers One (1), Two (2), the southerly Forty (40) feet of Lot Number Three (3), the southerly Forty (40) feet of Lot Number Four (4) and all of Lots Numbers Five (5), Six (6), Seven (7), Eight (8) and Nine (9) in Block 8; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), the southerly Forty (40) feet of Lot Number Seven (7), the southerly Forty (40) feet of Lot Number Eight (8) and all of Lots

Numbers Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) in Block 3; Lots Numbers One (1), Two (2), Four (4), Five (5), Six (6), Seven (7), Eight (8), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) in Block 4; Lots Numbers Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) Twenty (20), Twenty-one (21), Twenty-two (22) Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26) in Block 5; Lots Numbers Two (2), Three (3), Three A (3A), Four (4), Five (5), Seven (7), Nine (9), Eleven (11), Seventeen (17), Eighteen (18), Twenty (20) and Twenty-one (21) in Block 6; One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Ten (10), Eleven (11), Fifteen (15), Sixteen (16), Seventeen (17), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-five (25) and Twenty-six (26) in Block 8; Lots Numbers Fourteen (14), Fifteen (15), Sixteen (16) Seventeen (17) Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22) and Twenty-three (23) in Block 10; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block 12; Lots Numbers One (1), Two (2), Three (3), Four (4), Six (6), Seven (7), Eight (8), Twelve (12), Thirteen (13) and Fourteen (14) in Block 13; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19) in Block 14; Lots Numbers One (1), Two (2), Three (3) Four (4), Seven (7), Fifteen (15), Sixteen (16), Twenty (20) and Twenty-one (21) in Block 15; Lots Numbers One (1), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Twelve (12), Fourteen (14), Fifteen (15), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), and Twenty-two (22) Block 16; One (1), Two (2), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty-three (23) and Twenty-four (24) in Block 17; Lots Numbers Seven (7), Eight (8), Ten (10), Thirteen (13), Fourteen (14), Fifteen (15), Twenty-three (23) and Twenty-four (24) in Block 18; Three (3), Four (4), Eight (8), Nine (9), Ten (10), Eleven (11), twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24) in Block 19; Lots Numbers Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28) and Twenty-nine (29) in Block 20; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) in Block 22; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29) and Thirty (30) in Block 23; Lots Numbers One (1), One A (1A), Two (2), Two A (2A), Three (3), Three A (3A), Four (4), Five (5), Six (6), Nine (9), Eleven (11), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27),

Twenty-eight (28), Twenty-nine (29) Thirty (30), Thirty-one (31); Thirty-two (32,) Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36) and Thirty-seven (37) in Block 24; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Twelve (12), Thirteen (13), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (25), Twenty-seven (27) and Twenty-eight (28) in Block 25; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22) in Block 26; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block 27; Lots Numbers One (1) One A (1A), Two (2), Two A (2A), Three (3), Three A (3A), Four (4), Four A (4A), Five (5), Five A (5A), Six (6), Six A (6A), Seven (7), Seven A (7A), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27) and Twenty-eight (28) in Block 28; Lots Numbers One (1), One A (1A), Two (2), Two A (2A), Three (3), Three A (3A), Four (4), Four A (4A), Five (5), Six (6) and Seven (7) in Block 29; Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Twenty (20), Twenty A (20 A), Twenty-one (21), Twenty-one A (21 A), Twenty-two (22), Twenty-two A (22 A), Twenty-three (23), Twenty-three A (23 A), Twenty-four (24), Twenty-four A (24 A), Twenty-five (25) Twenty-five A (25 A), Twenty-six (26), Twenty-six A (26 A), Twenty-seven (27); Twenty-seven A (27 A), Twenty-eight A (28 A), Twenty-nine (29), Twenty-nine A (29 A), Thirty (30) and Thirty A (30 A) in Block 30, of Pinewood, an addition to the City of Fort Pierce, Florida, according to a plat thereof entitled "Pinewood" a subdivision of part of the N½ of Section 15, T. 35 S., R. 40 E., and filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida, on June 9, A. D., 1925, and recorded in Plat Book 5, page 24, in the public records of said County. This conveyance is made subject to an existing mortgage made by the Sunrise Fruit Company to Fred Fee, which the party of the second part assumes and agrees to pay as part of the consideration. This conveyance is also subject to all unpaid taxes and assessments.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same in fee simple forever.

The above described parcel of land being hereby conveyed upon the following express conditions and restrictions:

RESTRICTIONS- The above described tract of land is to be sold upon the following stated conditions and restrictions; First: That business buildings will be permitted only on S. 4th St., S. 3rd St., Pinewood Drive, east of S. 4th St., and Hibiscus Road, east of S. 4th St., provided plans for such buildings are submitted to and approved by the party of the first part if such building is constructed, moved or placed thereon prior to Jan. 1, 1932. Second: That all other lots in Pinewood not mentioned above are restricted to dwellings to cost not less than five thousand dollars. Third: No building or any part thereof shall be permitted at any point within 25 feet of the front property line, nor within three ft. of any side or rear

property line on lots restricted to dwellings, except corner lots restricted to dwellings on which the building shall not be less than ten ft. from side line on the street side. On all lots on which business is permitted no building or any part thereof shall be permitted within 3 ft. of rear lines. Fourth: All private garages shall be placed not less than 90 ft. from the front property line and on all corner lots restricted to dwellings, garages shall be placed in the corner farthest from both street lines. No private garage shall be built prior to a dwelling unless consent in writing is given by the party of the first part. Fifth: The foregoing premises are sold subject to any agreements made or to be made by the party of the first part with reference to any public utility or betterment and the party of the first part reserves to itself its successors and assigns, the right to enter upon the property for the purpose of installing and maintaining overhead electrical wires and also to enter upon the property for the purpose of constructing, erecting or maintaining along the rear line of said property over a strip of not more than 3 ft. in width, poles, wires, underground conduits or pipes necessary to transmit or furnish said lot or any other lot, any utility. The party of the first part also reserves the right to enter upon the property prior to the time building is erected thereon for the purpose of clearing weeds and undergrowth and debris. Sixth: No billboard, sign board or advertising display exceeding ten sq. ft. in area shall be erected or placed on any vacant lot in Pinewood excepting signs erected to advertise Pinewood. Seventh: The party of the second part agrees not to carry on or permit any matter or thing to be done, performed or conducted on said property which shall be noxious, a nuisance, unwholesome or offensive to the neighborhood, however a public garage or filling station shall not be considered as such in business district. Eighth: That said property or any portion thereof shall not be conveyed, leased or occupied by any person of any other than of Caucasian Race excepting quarters occupied by domestic servants working on the premises. Ninth: Restrictions as to building lines on Block one, Lot five Block 29, Lot nine Block 28, Lot eight Block 13 are to be established by party of the first part when said property is sold.

If the owner of two or more contiguous lots desires to improve said lots as one plot, then insofar as such contiguous plots are concerned, the foregoing covenants or restrictions may be construed as applying to the plot. The foregoing covenants, restrictions and conditions are to be construed as running with the land, except, however, it is mutually understood and agreed that any of said covenants, restrictions and conditions may be altered or modified at any time by written agreement by and between the party of the first part, its successors or assigns, and the owner for the time being of the premises upon which it is agreed to alter or modify said covenants and restrictions, and said agreement shall be effectual to alter or modify such covenants and restrictions as to such premises, without the consent of the owner or owners of any adjacent premises.

And the said party of the first part does hereby fully WARRANT the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Vice-President, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

COLONIAL LAND COMPANY

By George L. Atkins
Vice President

Signed, sealed and delivered in our presence:

M. A. Hittle

W. G. Haberer

Attest:

H. S. Kline
Secretary

(CORPORATE SEAL)

STATE OF NEW JERSEY }
COUNTY OF MERCER }

I hereby certify, that on this Twelfth day of March, A. D., 1931, before me, personally appeared GEORGE L. ATKINS AND H. S. KLINE, respectively Vice-President and Secretary of Colonial Land Company, a New Jersey corporation, authorized to do business in Florida to me known to be the persons described in and who executed the foregoing conveyance to the Fee & Liddon Company, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Trenton, in the County of Mercer and State of New Jersey, the day and year last aforesaid.

Mary A. Hittle
NOTARY PUBLIC OF N. J.

My Commission Expires Feb. 25, 1934.

(N. P. SEAL)

Filed and recorded this 19th day of March, A. D. 1931, at 4:35 P. M.

P. C. ELDRED, Clerk of Circuit Court.

BY W. C. Baggett
Deputy Clerk.

Record Verified

(CIRCUIT COURT SEAL)

LOAN NO. PSE-00076 (0941)
SCH., NO. 107
BOND NO. 34-58

F M E FLORIDA FORM

KNOW ALL MEN BY THESE PRESENTS: that whereas NEWS PRINTING COMPANY, a corporation organized and existing under the laws of the State of Florida, did execute and deliver to SECURITY BOND AND MORTGAGE COMPANY, a Florida Corporation, as mortgagee, a certain mortgage dated the 11th day of June 1927, filed for record in the office of the Clerk of the Circuit Court in and for St. Lucie County, Florida, recorded in Mortgage Book 33, at Page 342, which said mortgage secured a total indebtedness of SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($7,500.00) evidenced by one (1) note bearing date of June 11th, 1927, said indebtedness being payable: June 11, 1930 and bearing interest at the rate specified in said mortgage and/or note or notes, said interest payable monthly, quarterly, semi-annually, or otherwise as specified in said mortgage and/or note or notes, which said mortgage encumbers that certain property situate, lying and being in the County of St. Lucie and State of Florida, more particularly described as follows, to-wit:

Beginning at the South East Corner intersection of Pine Street and Main Avenue as now located, then run Eastward along the South Line of Main Avenue One Hundred Twenty-Five (125) feet and four (4) inches as the point of beginning; thence run Eastward Twenty-four (24) feet;

THIS IS NOT A SURVEY

DESCRIPTION

A STRIP OF LAND LYING OVER AND ACROSS A PORTION OF PLAT OF PINEWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 24, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 3.00 FEET OF LOTS 1 THROUGH 4 AND THE WEST 3.00 FEET OF LOTS 2A THROUGH LOT 4A, BLOCK 29, TOGETHER WITH THE EAST 3.00 FEET OF LOTS 5 THROUGH LOT 7, BLOCK 29, SAID PLAT OF PINEWOOD.

TOGETHER WITH:

THE WESTERLY 3.00 FEET OF LOTS 1 THROUGH LOT 3 AND THE WESTERLY 3.00 FEET OF LOTS 1A THROUGH LOT 4A, BLOCK 28, SAID PLAT OF PINEWOOD.

TOGETHER WITH:

THE WESTERLY 3.00 FEET OF LOTS 22 THROUGH LOT 28, BLOCK 28, SAID PLAT OF PINEWOOD.

Michael T. Owen 2-12-24

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER — DATE:
FLORIDA REGISTRATION No. 5556

SKETCH & DESCRIPTION
ABANDONMENT

PREPARED FOR:
FT. PIERCE SHOPPING CENTER

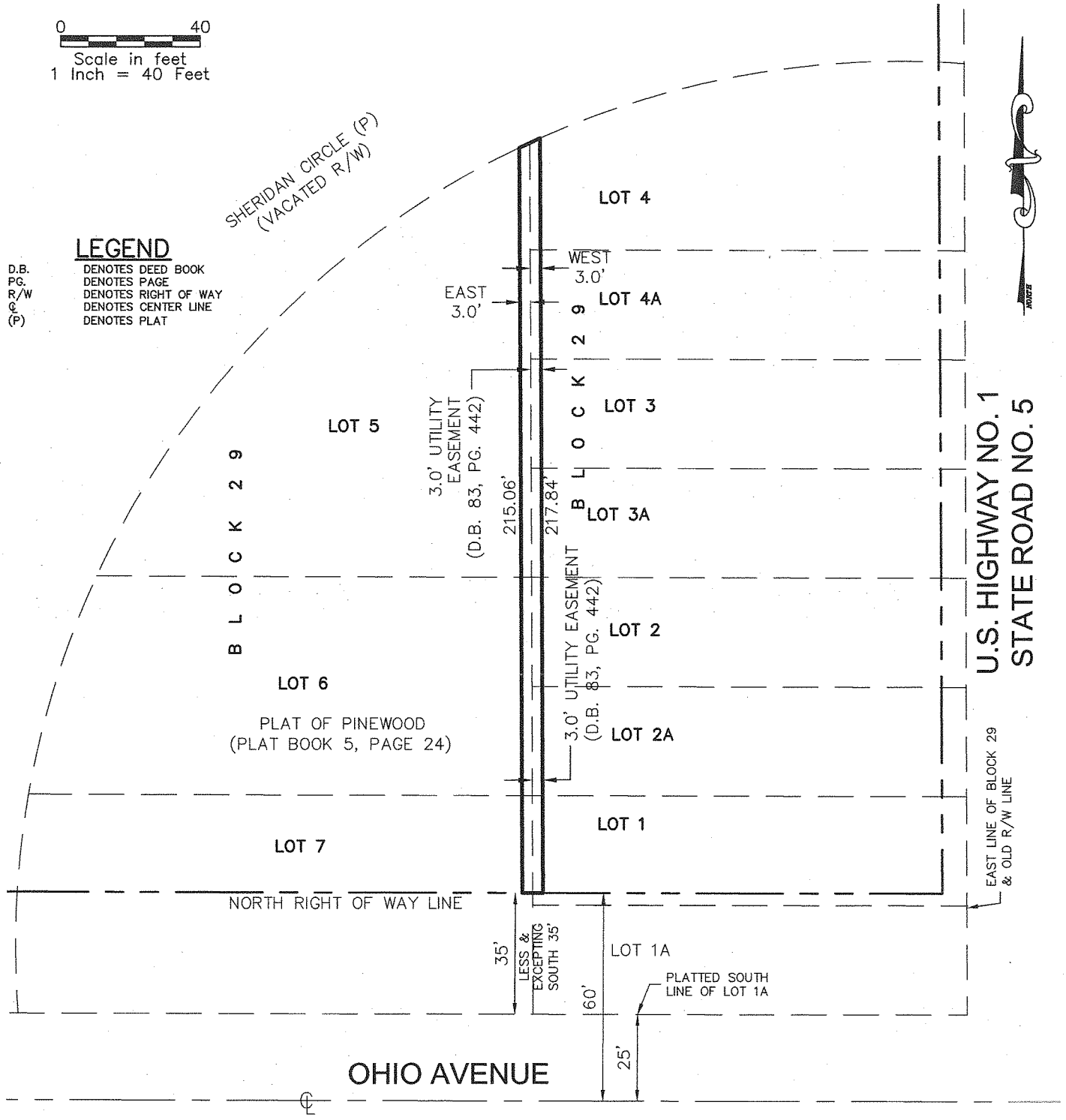
GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
1934 TUCKER COURT, FORT PIERCE, FLORIDA
(772) 419-8383 FAX (772) 408-4208
CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 13-148 | DATE: 02/10/2014 | FIELD BOOK: | CHECKED BY: MTO | CADD FILE : 13-148SKD-1_ABANDON
SCALE : NA | DRAWN BY: BCS | PAGE: | EFB FILE:

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THIS IS NOT A SURVEY



SKETCH & DESCRIPTION

ABANDONMENT

PREPARED FOR:

FT. PIERCE SHOPPING CENTER

GEOMATICS SERVICES Inc.

PROFESSIONAL SURVEYORS & MAPPERS

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(772) 419-8383 FAX (772) 408-4208

CERTIFICATE OF AUTHORIZATION LB# 7673

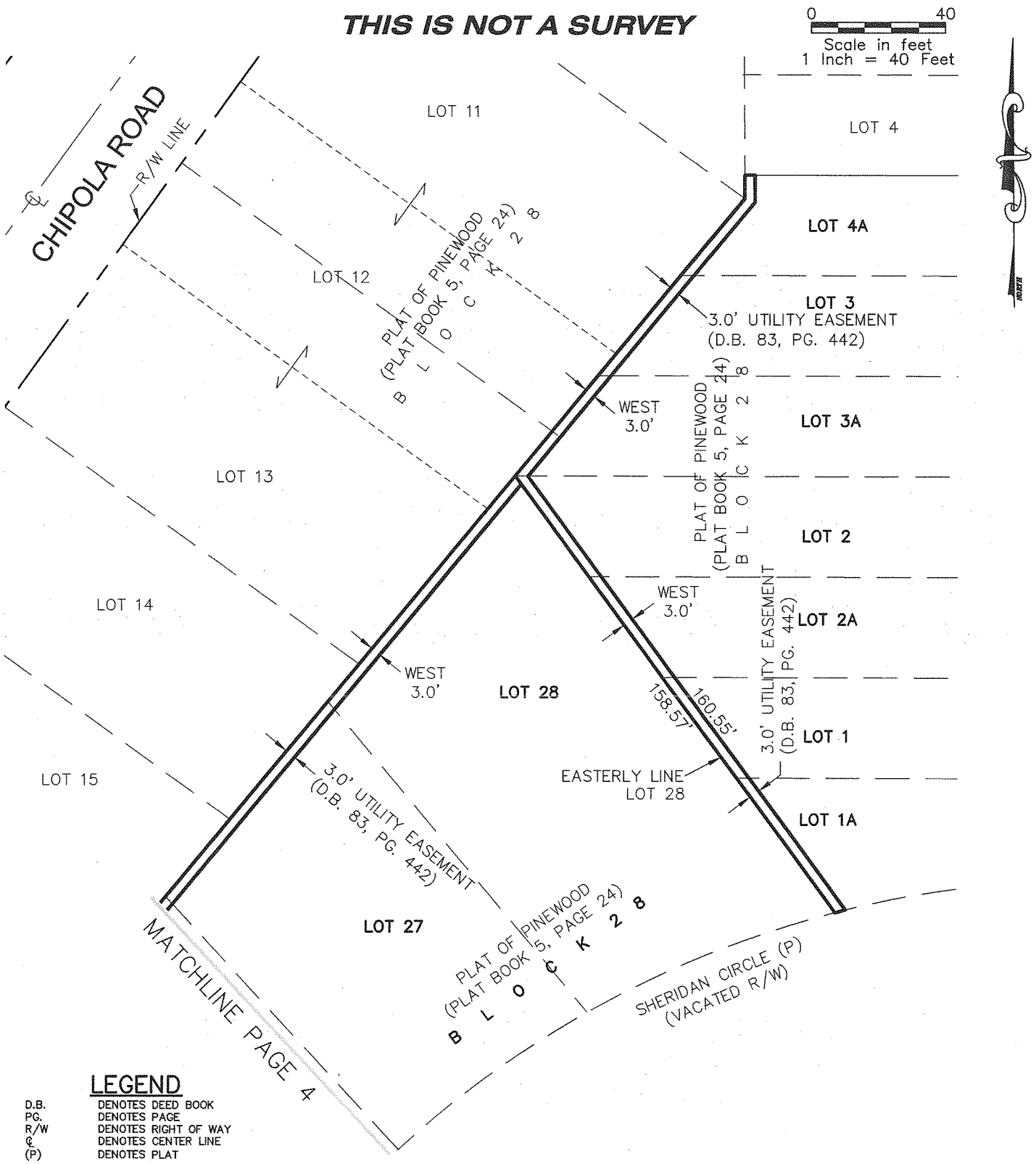
REVISIONS				

JOB No. : 13-148 DATE: 02/10/2014 FIELD BOOK: CHECKED BY: MTO CADD FILE: 13-148SKD-1_ABANDON

SCALE : 1"= 40' DRAWN BY: BCS PAGE: EFB FILE:

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THIS IS NOT A SURVEY



LEGEND

D.B.	DENOTES DEED BOOK
PG.	DENOTES PAGE
R/W	DENOTES RIGHT OF WAY
℄	DENOTES CENTER LINE
(P)	DENOTES PLAT

SKETCH & DESCRIPTION

ABANDONMENT

PREPARED FOR:

FT. PIERCE SHOPPING CENTER

GEOMATICS SERVICES Inc.

PROFESSIONAL SURVEYORS & MAPPERS

1934 TUCKER COURT, FORT PIERCE, FLORIDA

(772) 419-8383 FAX (772) 408-4208

CERTIFICATE OF AUTHORIZATION LB# 7673

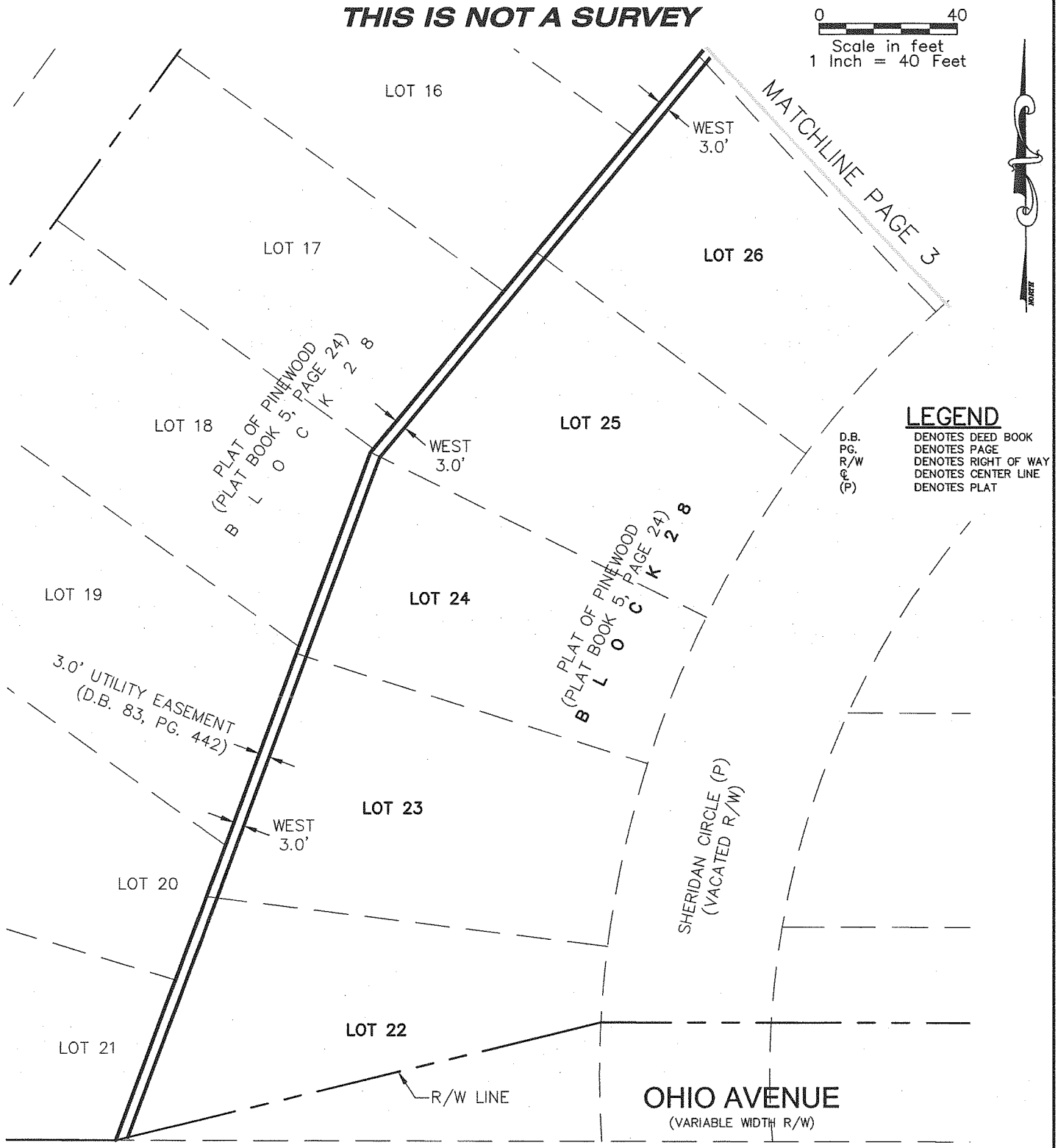
REVISIONS				

JOB No. : 13-148 DATE: 02/10/2014 FIELD BOOK: CHECKED BY: MTO CADD FILE: 13-148SKD-1_ABANDON

SCALE : 1"= 40' DRAWN BY: BCS PAGE: EFB FILE:

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THIS IS NOT A SURVEY



SKETCH & DESCRIPTION

ABANDONMENT

PREPARED FOR:

FT. PIERCE SHOPPING CENTER

GEOMATICS SERVICES Inc.

PROFESSIONAL SURVEYORS & MAPPERS

1934 TUCKER COURT, FORT PIERCE, FLORIDA

(772) 419-8383 FAX (772) 408-4208

CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 13-148 | DATE: 02/10/2014 | FIELD BOOK: | CHECKED BY: MTO | CADD FILE: 13-148SKD-1_ABANDON

SCALE : 1"= 40' | DRAWN BY: BCS | PAGE: | EFB FILE:

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NORTH

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

ALTA/ASCM LAND TITLE BOUNDARY SURVEY

HOLLAND G & C FT. PIERCE, LLC

REVISIONS

BY:	DATE	DESCRIPTION
BCS	08/05/2013	ADD DESCRIPTION AND BOUNDARY LINES

GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
1934 TUCKER COURT, FORT PIERCE, FL
(772) 419-6383, FAX (772) 408-4208
MCWEN@USECGSI.COM
CERTIFICATE OF AUTHORIZATION LB# 7673

JOB No.: 13-148
SCALE: 1" = 40'
DATE: 07/30/2013
DRAWN BY: BCS
CHECKED BY: MTO

FIELD BOOK: 13-04
PAGE: 48

CADD FILE: 13-148TMap2

SHEET NO.: 2
OF : 2

Z:\W13 Projects\W13-148 Ft Pierce Shopping Center\W13-148Map2.dwg, FT, 8/9/2013 9:00:14 AM

NORTH

0 30
Scale in feet
1 Inch = 30 Feet

LINE LEGEND

- PURPLE PROPERTY LINE
- WHITE RIGHT OF WAY LINE
- WHITE BUILDING
- CYAN EASEMENT D.B. 83, PG. 442
- RED EASEMENT ELECTRIC
- GREEN EASEMENT GAS
- BLUE EASEMENT D.B. 203. PG. 121/D.B. 227, PG. 431
- MAGENTA EASEMENT SANITARY

OHIO AVENUE
COCONUT DRIVE (P)

CHIPOLA ROAD (P)

LOT 19 OCCUPIED KARIS H. LIMA
LOT 18 OCCUPIED KARIS H. LIMA
LOT 17 OCCUPIED GHAZANFAR SAEED MOHAMMAD AFZAL
LOT 16 OCCUPIED MICHAEL A ROBSON
LOT 15 OCCUPIED MARJORIE S. WILLIAMS
LOT 14 OCCUPIED DAVID EBNER
LOT 13 OCCUPIED MAGDALEN PHILLIUS
LOT 12 OCCUPIED
LOT 11 OCCUPIED ZH GROUP INVESTMENT INC.
LOT 10 OCCUPIED FORT PIERCE SHOPPING CENTER
LOT 9

LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
LOT 27
LOT 28

BLOCK 28 PLAT OF PINEWOOD (P.B. 5, PG. 24)

3.0' UTILITY EASEMENT (D.B. 83, PG. 442) PROPOSED ABANDONMENT

PROPOSED 10' ELECTRICAL EASEMENT

PROPOSED 6' GAS EASEMENT

SHERIDAN CIRCLE (P) (VACATED R/W)

1 STORY BUILDING

BLOCK 29

LOT 7 LOT 6 LOT 5 LOT 1A LOT 1 LOT 2A LOT 2 LOT 3A LOT 3 LOT 4A LOT 4

3.0' UTILITY EASEMENT (D.B. 83, PG. 442) PROPOSED ABANDONMENT

3.0' UTILITY EASEMENT (D.B. 83, PG. 442) PROPOSED ABANDONMENT

PROPOSED 10' SANITARY EASEMENT

12' R/W, SEWER UTILITY & CONSTRUCTION EASEMENT (D.B. 203, PG. 121) (D.B. 227, PG. 431)

3' R/W, CONSTRUCTION & WATER UTILITY EASEMENT (D.B. 203, PG. 121) (D.B. 227, PG. 431)

PROPOSED 10' ELECTRICAL EASEMENT

BLOCK 28

LOT 1A LOT 1 LOT 2A LOT 2 LOT 3A LOT 3 LOT 4A LOT 4 LOT 5A LOT 5 LOT 6A LOT 6 LOT 7A LOT 7 LOT 8

N00°14'06"W 7.00'

S89°49'30"E - 113.25'

U.S. HIGHWAY NO. 1
STATE ROAD NO. 5
SOUTH FORTH STREET (P)

EASEMENT EXHIBIT

HOLLAND G & C FT. PIERCE, LLC

REVISIONS

BY	DATE	DESCRIPTION

GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
1934 TUCKER COURT, FORT PIERCE, FL.
(772) 419-8383, FAX (772) 408-4208
MOWEN@USGSI.COM
CERTIFICATE OF AUTHORIZATION LB# 7673

JOB No. : 13-148
SCALE : 1"= 40'
DATE: 09/15/2014
DRAWN BY: BCS
CHECKED BY: MTD
FIELD BOOK :
PAGE :
CADD FILE : 13-148TCeae-Ex

SHEET NO.: 1
OF : 1

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CITY OF FORT PIERCE

PLANNING DEPARTMENT

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

Replacement Easements for Existing Utility Infrastructure

- Electric
- Gas
- Sanitary

100 N. U.S. 1 ◊ P.O. BOX 1480 ◊ FORT PIERCE, FL 34954 -1480 ◊ 772-467-3000 ◊ FAX 772-466-5808
WWW.CITYOFFORTPIERCE.COM

Electric

THIS IS NOT A SURVEY

DESCRIPTION

A STRIP OF LAND BEING THE EAST 10.00 FEET, OF THE FOLLOWING DESCRIBED PROPERTY

ALL OF BLOCK 29, LESS THE SOUTH 35 FEET THEREOF AND LESS THE EAST 7 FEET THEREOF, OF PINEWOOD SUBDIVISION; LOTS 1-A, 1, 2-A, 2, 3-A, 3, 4-A, LESS THE EAST 7 FEET OF EACH OF SAID LOTS, AND LOTS 22, 23, 24, 25, 26, 27 AND 28, LESS THAT PART OF SAID LOT 22 LYING SOUTH OF A LINE BEGINNING AT THE SOUTHWEST CORNER THEREOF AND RUNNING NORTHERLY 76 DEGREES 13 MIN. EAST TO THE WEST BOUNDARY LINE OF SHERIDAN CIRCLE, ALL LYING AND BEING IN BLOCK 28 OF PINEWOOD SUBDIVISION; ALL OF THAT CERTAIN AREA KNOW AND DESIGNATED AS SHERIDAN CIRCLE, LESS THE EAST 7 FEET THEREOF, AND LESS THE SOUTH 35 FEET THEREOF, MEASURED FROM COCONUT DRIVE, ALL THE ABOVE LANDS LYING IN PINEWOOD SUBDIVISION ACCORDING TO PLAT THEREOF ON FILE IN PLAT BOOK 5, AT PAGE 24, OF PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SAID PARCEL CONTAINS 0.115 ACRES, MORE OR LESS

TOGETHER WITH:

A PARCEL OF LAND LYING OVER AND ACROSS A PORTION OF PLAT OF PINEWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 24, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF OHIO AVENUE (A VARIABLE WIDTH RIGHT OF WAY) AND THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, (AN 80 FOOT WIDE RIGHT OF WAY); THENCE NORTH 89°51'26" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF OHIO AVENUE, A DISTANCE OF 316.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°30'28" EAST, A DISTANCE OF 252.80 FEET TO THE WESTERLY PROPERTY LINE OF LOT 26, BLOCK 28, SAID PLAT OF PINEWOOD; THENCE NORTH 39°35'47" EAST, ALONG THE WESTERLY PROPERTY LINE OF LOTS 26, 27, AND 28, OF SAID PLAT OF PINEWOOD, A DISTANCE OF 157.92 FEET; THENCE SOUTH 50°24'13" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 39°35'47" WEST, A DISTANCE OF 151.36 FEET; THENCE SOUTH 45°09'25" EAST, A DISTANCE OF 23.19 FEET; THENCE NORTH 89°51'00" EAST, A DISTANCE OF 5.76 FEET; THENCE SOUTH 00°09'00" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°51'00" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°09'00" WEST, A DISTANCE OF 5.76 FEET; THENCE NORTH 45°09'25" WEST, A DISTANCE OF 19.99 FEET; THENCE SOUTH 00°30'28" WEST, A DISTANCE OF 245.00 FEET, TO THE NORTH RIGHT OF WAY LINE OF OHIO AVENUE; THENCE NORTH 89°51'26" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.099 ACRES, MORE OR LESS.

Michael T. Owen 2-12-2014

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER — DATE:
FLORIDA REGISTRATION No. 5556

SKETCH & DESCRIPTION
ELECTRIC

PREPARED FOR:
FT. PIERCE SHOPPING CENTER

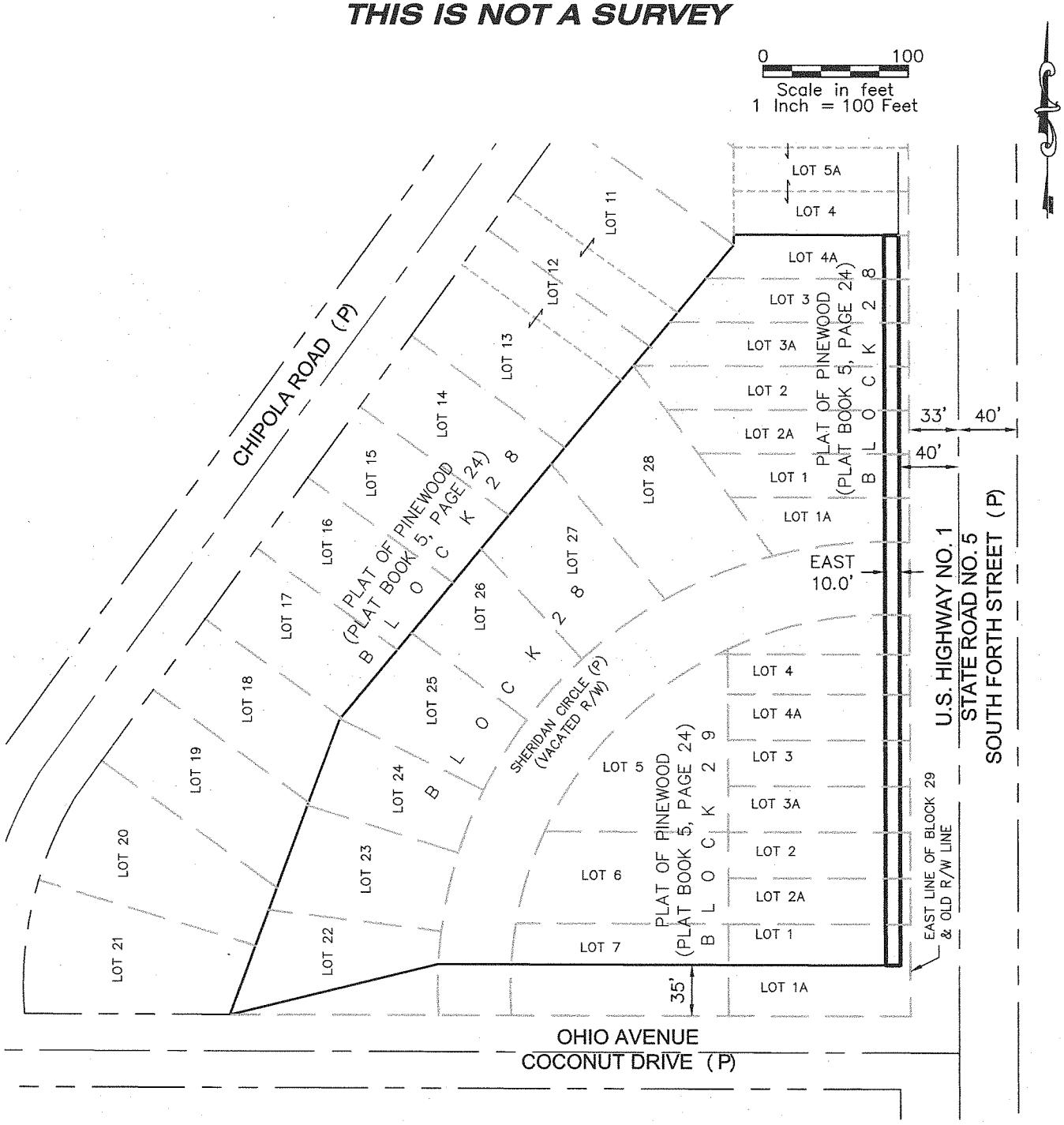
GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
1934 TUCKER COURT, FORT PIERCE, FLORIDA
(772) 419-8383 FAX (772) 408-4208
CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 13-148 DATE: 02/11/2014 FIELD BOOK: CHECKED BY: MTO CADD FILE: 13-148SKD-2_ELECTRIC
SCALE : N/A DRAWN BY: BCS PAGE: EFB FILE:

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THIS IS NOT A SURVEY



LEGEND

(P)	DENOTES PLAT
P.O.C.	DENOTES POINT OF COMMENCEMENT
P.O.B.	DENOTES POINT OF BEGINNING
R/W	DENOTES RIGHT OF WAY
℄	DENOTES CENTER LINE

SKETCH & DESCRIPTION

ELECTRIC

PREPARED FOR:

FT. PIERCE SHOPPING CENTER

GEOMATICS SERVICES Inc.

PROFESSIONAL SURVEYORS & MAPPERS

1934 TUCKER COURT, FORT PIERCE, FLORIDA

(772) 419-8383 FAX (772) 408-4208

CERTIFICATE OF AUTHORIZATION LB# 7673

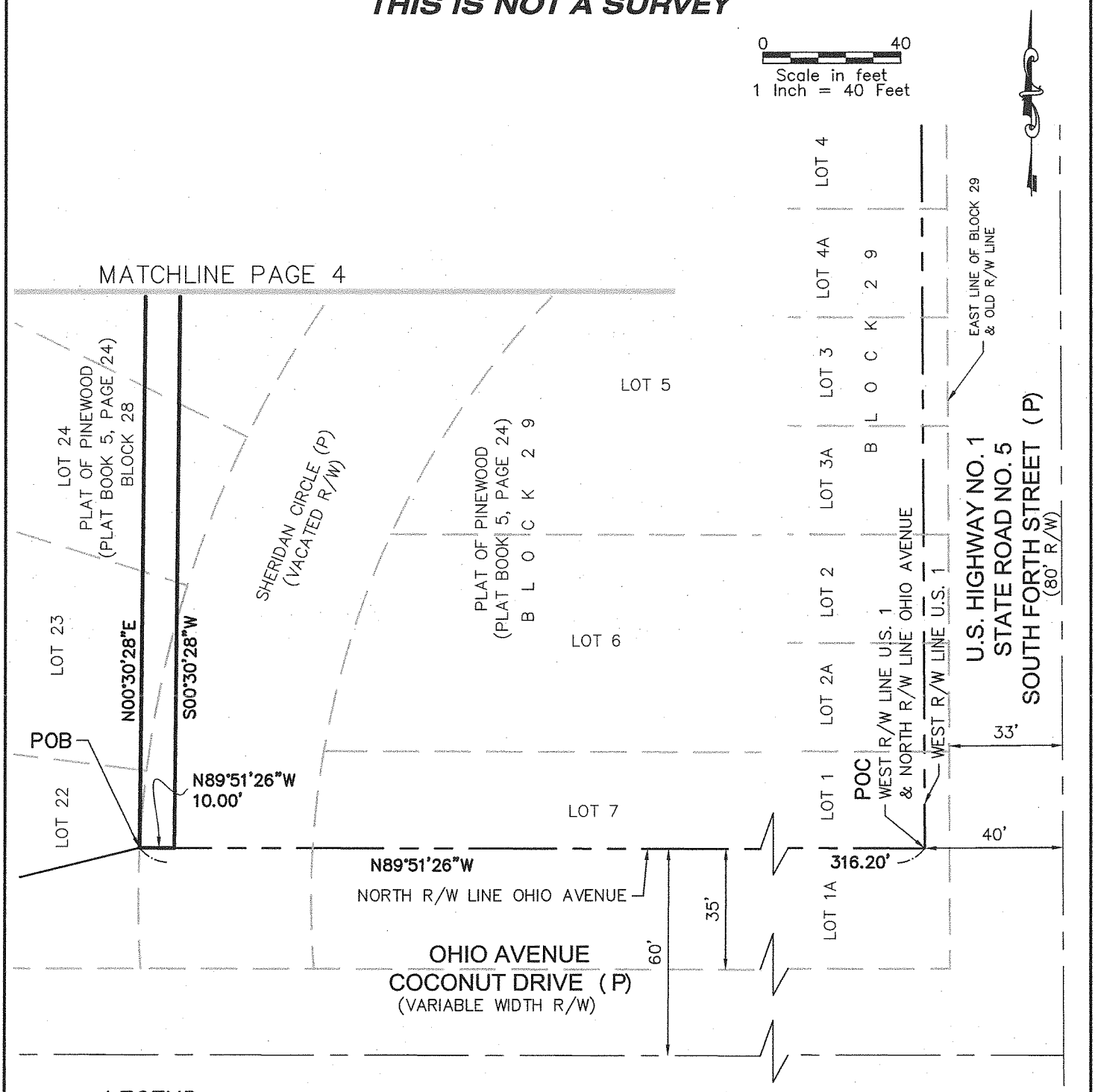
REVISIONS				

JOB No. : 13-148 | DATE: 02/11/2014 | FIELD BOOK: | CHECKED BY: MTO | CADD FILE: 13-148SKD-2_ELECTRIC

SCALE : 1"= 100' | DRAWN BY: BCS | PAGE: | EFB FILE:

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THIS IS NOT A SURVEY



LEGEND

(P)	DENOTES PLAT
P.O.C.	DENOTES POINT OF COMMENCEMENT
P.O.B.	DENOTES POINT OF BEGINNING
R/W	DENOTES RIGHT OF WAY
℄	DENOTES CENTER LINE

SKETCH & DESCRIPTION

ELECTRIC

PREPARED FOR:

FT. PIERCE SHOPPING CENTER

GEOMATICS SERVICES Inc.

PROFESSIONAL SURVEYORS & MAPPERS

1934 TUCKER·COURT, FORT PIERCE, FLORIDA

(772) 419-8383 FAX (772) 408-4208

CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

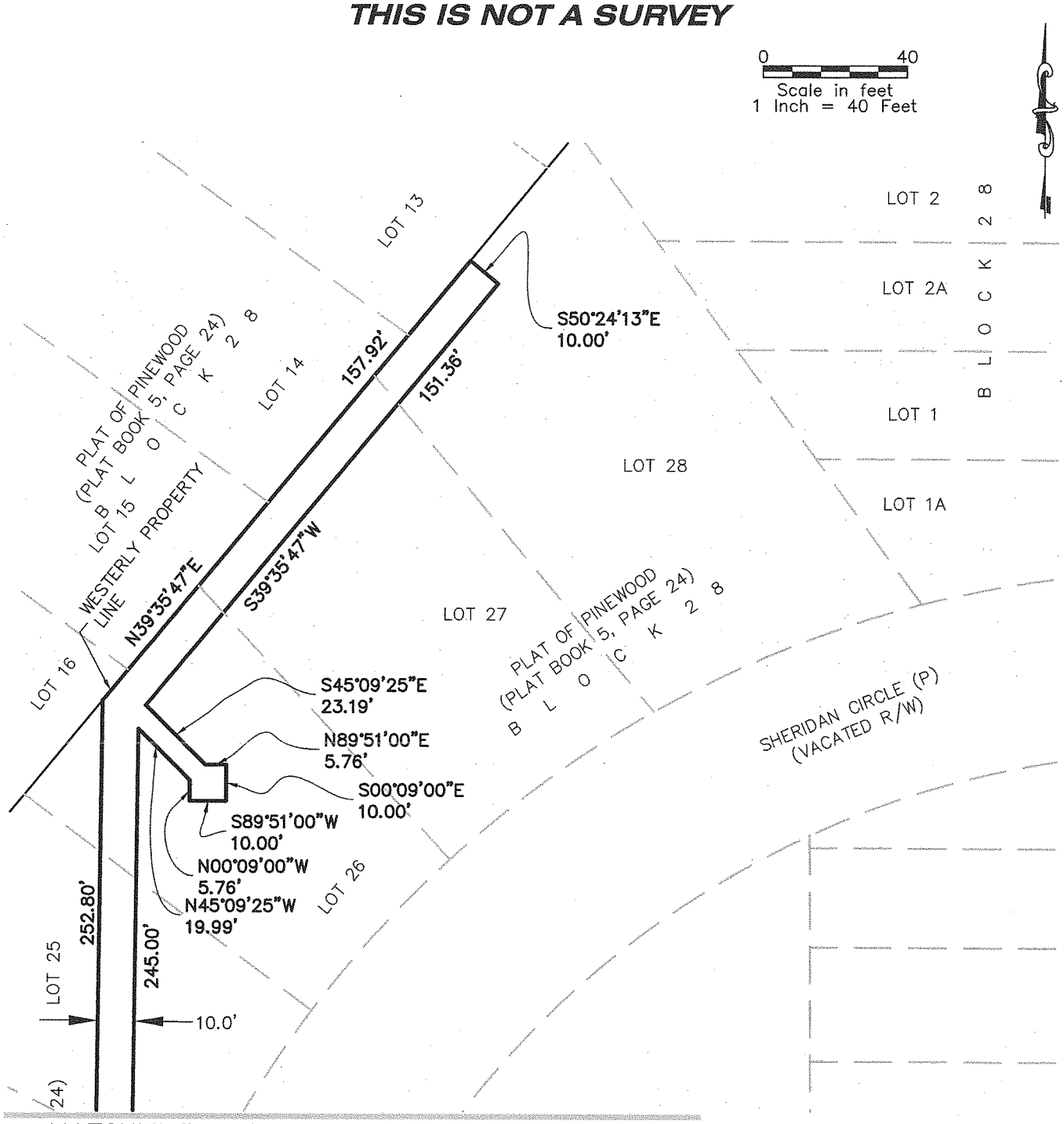
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SCALE : 1"= 40' | DRAWN BY: BCS | PAGE: | EFB FILE:

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Gas

THIS IS NOT A SURVEY



LEGEND

(P)	DENOTES PLAT
P.O.C.	DENOTES POINT OF COMMENCEMENT
P.O.B.	DENOTES POINT OF BEGINNING
R/W	DENOTES RIGHT OF WAY
℄	DENOTES CENTER LINE

SKETCH & DESCRIPTION

ELECTRIC

PREPARED FOR:

FT. PIERCE SHOPPING CENTER

GEOMATICS SERVICES Inc.

PROFESSIONAL SURVEYORS & MAPPERS

1934 TUCKER COURT, FORT PIERCE, FLORIDA

(772) 419-8383 FAX (772) 408-4208

CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 13-148 | DATE: 02/11/2014 | FIELD BOOK: | CHECKED BY: MTO | CADD FILE: 13-148SKD-2_ELECTRIC

SCALE : 1"= 40' | DRAWN BY: BCS | PAGE: | EFB FILE:

SHEET 4 OF 4

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THIS IS NOT A SURVEY

DESCRIPTION

A PARCEL OF LAND LYING OVER AND ACROSS A PORTION OF PLAT OF PINEWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 24, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF OHIO AVENUE (A VARIABLE WIDTH RIGHT OF WAY) AND THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, (AN 80 FOOT WIDE RIGHT OF WAY); THENCE NORTH 89°51'26" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF OHIO AVENUE, A DISTANCE OF 305.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°37'35" EAST, A DISTANCE OF 67.70 FEET; THENCE NORTH 05°02'53" WEST, A DISTANCE OF 56.24 FEET; THENCE NORTH 02°20'00" WEST, A DISTANCE OF 101.02 FEET; THENCE NORTH 09°04'49" EAST, A DISTANCE OF 27.89 FEET; THENCE NORTH 36°14'40" EAST, A DISTANCE OF 80.03 FEET; THENCE NORTH 41°27'31" EAST, A DISTANCE OF 60.83 FEET; THENCE NORTH 83°47'49" EAST, A DISTANCE OF 15.75 FEET; THENCE SOUTH 00°09'00" EAST, A DISTANCE OF 6.03 FEET; THENCE SOUTH 83°47'49" WEST, A DISTANCE OF 12.79 FEET; THENCE SOUTH 41°27'31" WEST, A DISTANCE OF 31.77 FEET; THENCE NORTH 88°37'56" EAST, A DISTANCE OF 33.82 FEET; THENCE SOUTH 00°09'00" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 88°37'56" WEST, A DISTANCE OF 33.42 FEET; THENCE SOUTH 67°23'28" EAST, A DISTANCE OF 27.29 FEET; THENCE SOUTH 89°51'00" WEST, A DISTANCE OF 15.51 FEET; THENCE NORTH 67°23'28" WEST, A DISTANCE OF 19.56 FEET; THENCE SOUTH 41°27'31" WEST, A DISTANCE OF 14.45 FEET; THENCE SOUTH 36°14'40" WEST, A DISTANCE OF 38.47 FEET; THENCE SOUTH 87°37'56" EAST, A DISTANCE OF 34.61 FEET; THENCE SOUTH 00°09'00" EAST, A DISTANCE OF 6.01 FEET; THENCE NORTH 87°37'56" WEST, A DISTANCE OF 38.91 FEET; THENCE SOUTH 36°14'40" WEST, A DISTANCE OF 32.60 FEET; THENCE SOUTH 09°04'49" WEST, A DISTANCE OF 25.84 FEET; THENCE SOUTH 02°20'00" EAST, A DISTANCE OF 100.28 FEET; THENCE SOUTH 05°02'53" EAST, A DISTANCE OF 56.45 FEET; THENCE SOUTH 01°37'35" WEST, A DISTANCE OF 67.90 FEET TO THE NORTH RIGHT OF WAY LINE OF OHIO AVENUE; THENCE NORTH 89°51'26" WEST, ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 6.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 0.069 ACRES, MORE OR LESS

Michael T. Owen 2-12-2014

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER DATE:
FLORIDA REGISTRATION No. 5556

SKETCH & DESCRIPTION
GAS

PREPARED FOR:
FT. PIERCE SHOPPING CENTER

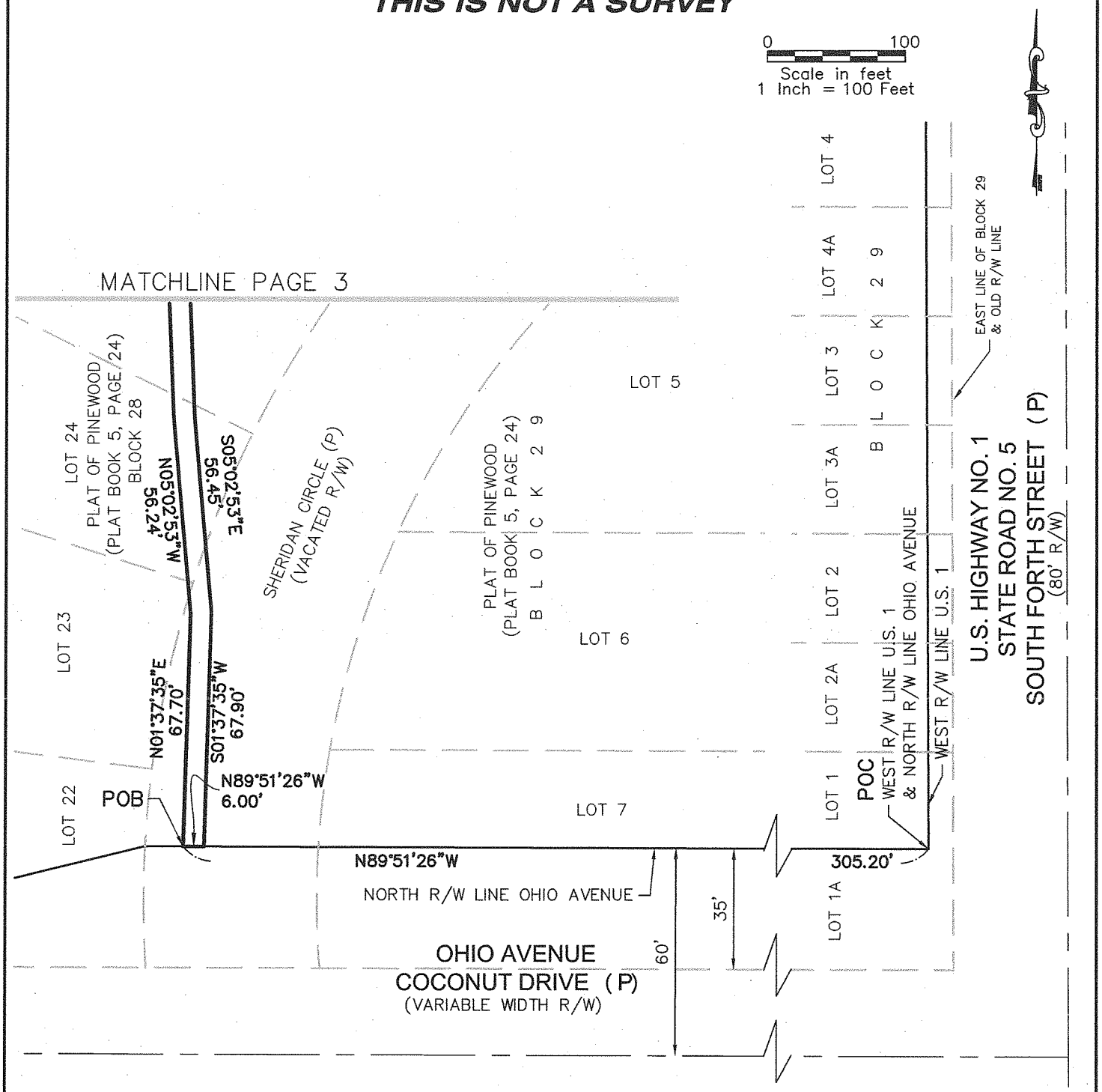
GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
1934 TUCKER COURT, FORT PIERCE, FLORIDA
(772) 419-8383 FAX (772) 408-4208
CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 13-148 DATE: 02/11/2014 FIELD BOOK: CHECKED BY: MTO CADD FILE: 13-148SKD-3_GAS
SCALE : N/A DRAWN BY: BCS PAGE: EFB FILE:

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THIS IS NOT A SURVEY



LEGEND

(P)	DENOTES PLAT
P.O.C.	DENOTES POINT OF COMMENCEMENT
P.O.B.	DENOTES POINT OF BEGINNING
R/W	DENOTES RIGHT OF WAY
℄	DENOTES CENTER LINE

SKETCH & DESCRIPTION

GAS

PREPARED FOR:

FT. PIERCE SHOPPING CENTER

GEOMATICS SERVICES Inc.

PROFESSIONAL SURVEYORS & MAPPERS

1934 TUCKER COURT, FORT PIERCE, FLORIDA

(772) 419-8383 FAX (772) 408-4208

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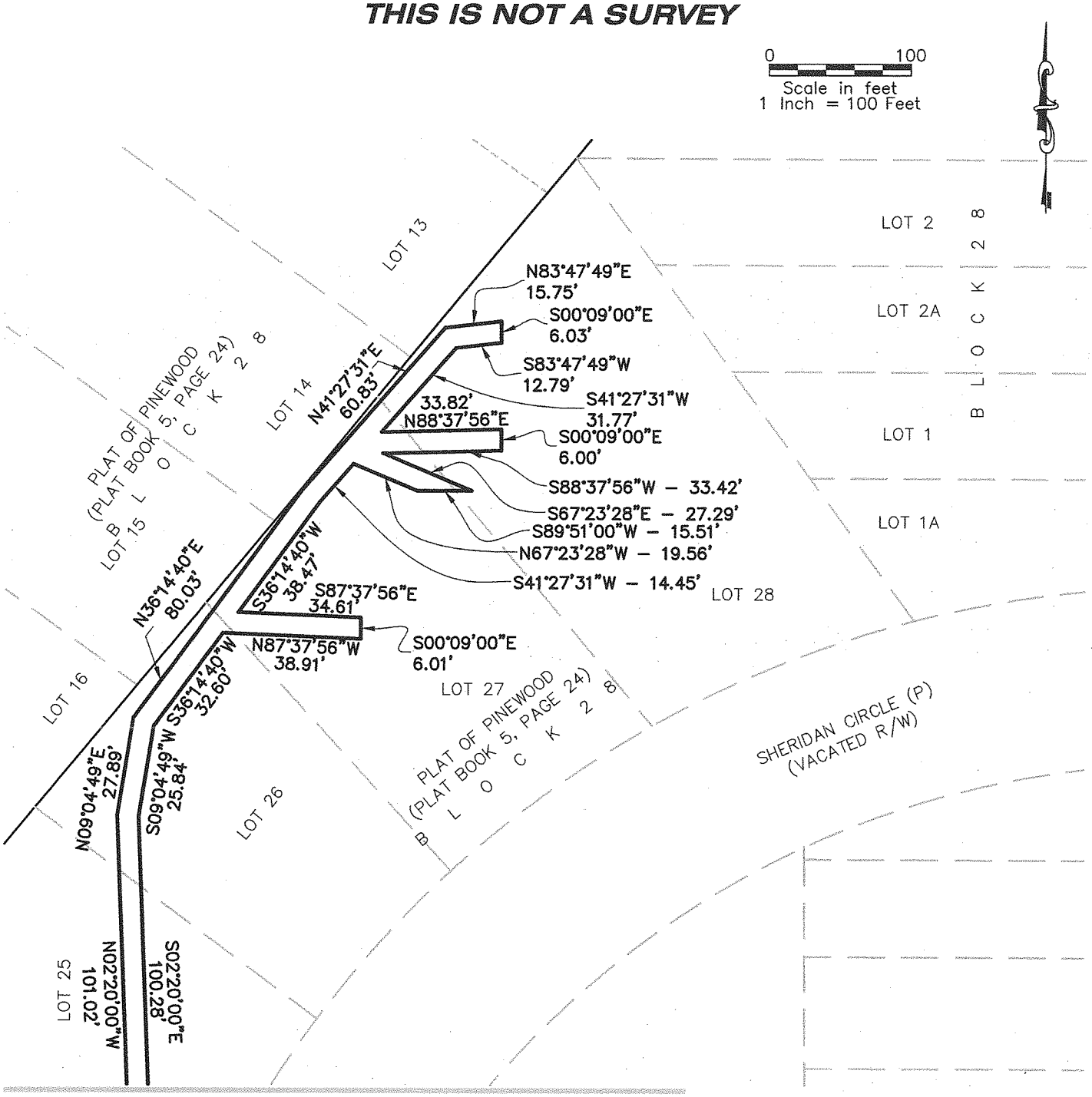
REVISIONS				

JOB No. : 13-148 | DATE: 02/11/2014 | FIELD BOOK: | CHECKED BY: MTO | CADD FILE: 13-148SKD-3_GAS

SCALE : 1"= 40' | DRAWN BY: BCS | PAGE: | EFB FILE:

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THIS IS NOT A SURVEY



LEGEND

(P)	DENOTES PLAT
P.O.C.	DENOTES POINT OF COMMENCEMENT
P.O.B.	DENOTES POINT OF BEGINNING
R/W	DENOTES RIGHT OF WAY
℄	DENOTES CENTER LINE

SKETCH & DESCRIPTION

GAS

PREPARED FOR:

FT. PIERCE SHOPPING CENTER

GEOMATICS SERVICES Inc.

PROFESSIONAL SURVEYORS & MAPPERS

1934 TUCKER COURT, FORT PIERCE, FLORIDA

(772) 419-8383 FAX (772) 408-4208

CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 13-148 DATE: 02/11/2014 FIELD BOOK: CHECKED BY: MTO CADD FILE: 13-148SKD-3_GAS

SCALE : 1"= 40' DRAWN BY: BCS PAGE: EFB FILE:

SHEET 3 OF 3

Z:\13 Projects\13-148 Ft Pierce Shopping Center\Drawings\13-148SKD-3_GAS.dwg, P3, 2/12/2014 10:06:49 AM

Sanitary

THIS IS NOT A SURVEY

DESCRIPTION

A PARCEL OF LAND BEING 10.00 FEET IN WIDTH, LYING OVER AND ACROSS A PORTION OF PLAT OF PINEWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 24, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, (AN 80 FOOT WIDE RIGHT OF WAY) AND THE NORTH RIGHT OF WAY LINE OF OHIO AVENUE (A VARIABLE WIDTH RIGHT OF WAY); THENCE NORTH 89°51'26" WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF OHIO AVENUE, A DISTANCE OF 3.40 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°51'26" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 10.20 FEET; THENCE NORTH 11°09'07" WEST, DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 181.93 FEET; THENCE NORTH 28°59'26" EAST, A DISTANCE OF 59.93 FEET; THENCE NORTH 00°01'13" WEST, A DISTANCE OF 269.47 FEET TO THE NORTH LINE OF LOT 4A, BLOCK 28, SAID PLAT OF PINEWOOD; THENCE SOUTH 89°49'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°01'13" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 272.02 FEET; THENCE SOUTH 28°59'26" WEST, A DISTANCE OF 58.87 FEET; THENCE SOUTH 11°09'07" EAST, A DISTANCE OF 180.27 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.117 ACRES, MORE OR LESS

Michael T. Owen 2.12.2014

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER DATE:
FLORIDA REGISTRATION No. 5556

SKETCH & DESCRIPTION
SANITARY

PREPARED FOR:
FT. PIERCE SHOPPING CENTER

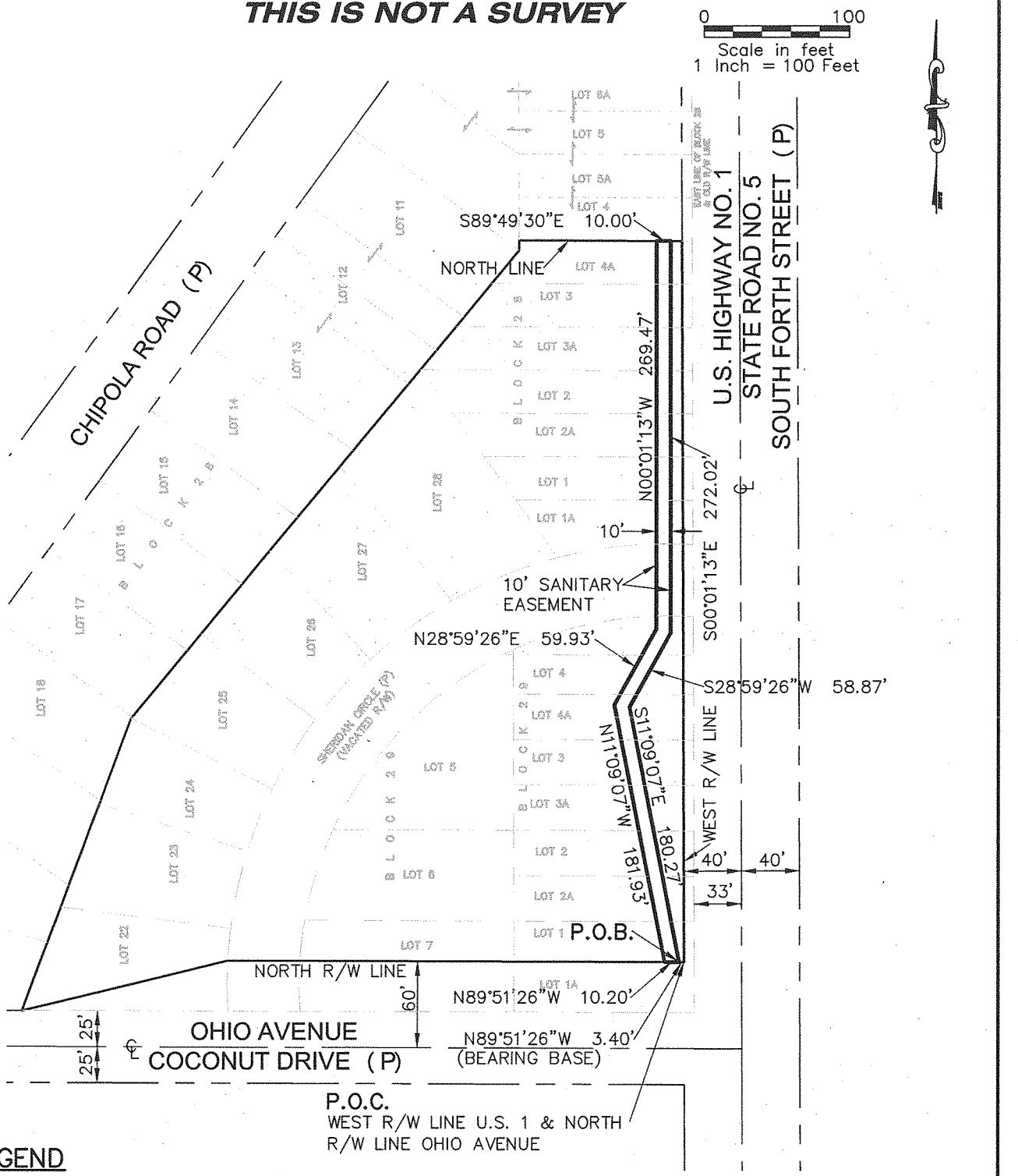
GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
1934 TUCKER COURT, FORT PIERCE, FLORIDA
(772) 419-8383 FAX (772) 408-4208
CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 13-148 DATE: 02/11/2014 FIELD BOOK: CHECKED BY: MTO CADD FILE: 13-148SKD-4_SANITARY
SCALE : NA DRAWN BY: BK PAGE: EFB FILE:

Z:\W13 Projects\W13-148 Ft Pierce Shopping Center\W Drawings\W13-148SKD-4_SANITARY.dwg, P1, 2/12/2014 10:09:07 AM

THIS IS NOT A SURVEY



LEGEND

(P)	DENOTES PLAT
P.O.C.	DENOTES POINT OF COMMENCEMENT
P.O.B.	DENOTES POINT OF BEGINNING
R/W	DENOTES RIGHT OF WAY
℄	DENOTES CENTER LINE

BEARING BASE IS THE NORTH RIGHT OF WAY LINE OF OHIO AVENUE ASSUMED TO BEAR NORTH 89°51'26" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

SKETCH & DESCRIPTION

SANITARY

PREPARED FOR:

FT. PIERCE SHOPPING CENTER

GEOMATICS SERVICES Inc.

PROFESSIONAL SURVEYORS & MAPPERS

1934 TUCKER COURT, FORT PIERCE, FLORIDA

(772) 419-8383 FAX (772) 408-4208

CERTIFICATE OF AUTHORIZATION LB# 7673

REVISIONS				

JOB No. : 13-148 DATE: 02/11/2014 FIELD BOOK: CHECKED BY: MTO CADD FILE: 13-148SKD-4_SANITARY

SCALE : 1"= 100' DRAWN BY: BK PAGE: EFB FILE:

SHEET 2 OF 2

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City Commission Regular Meeting **Agenda Item # 12. a.**

Meeting Date: 03/03/2014

Re: Resolution 14-R15 - Energy Conservation Equipment

Submitted For: Robert Schwerer, City Attorney, City Attorney

SUBJECT:

Resolution 14-R15 accepting the proposal of Bank of America to purchase the City's not to exceed $6.15 Million capital improvement revenue note to finance the City's cost of Acquiring and Installing Energy Conservation Equipment.

Approval of Guaranteed Energy and Water Performance Savings Contract between City of Fort Pierce and BGA, Inc. which was manually routed.

SUMMARY:

Financing Agreement by and between the City of Fort Pierce, Florida and Bank of America, N.A. for the purchase of the City's Not To Exceed $6.15 Million Capital Improvement Revenue Note, Series 2014 to finance the City's costs of acquiring and installing Energy Conservation Equipment under a Guaranteed Energy, Water and Wastewater Performance Savings Contract.

Both the Resolution and the Financing Agreement, together with any other loan documents that are required under the agreement have been coordinated with the City's bond counsel, Mike Williams. Mr. Williams will be in attendance at the Commission meeting and along with this office, will be available to answer any questions concerning the financing documents.

RECOMMENDATION:

Legal is recommending the Commission approve Resolution #14-R15 subject to final execution of the Guaranteed Energy, Water and Wastewater Performance Savings Contract by and between the City and BGA, Inc., a Florida corporation.

ALTERNATIVES:

None

RESPONSIBLE STAFF:

Robert V. Schwerer, City Attorney

COORDINATED WITH:

Karen Emerson, Assistant City Attorney
Steven A. Torres, Consultant
Michael Williams, Bond Attorney

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

Not To Exceed $6.15 Million Capital Improvement Revenue Note, Series 2014

Attachments

Cover Memo from City Attorney
ESPC Pres
14-R15
BOA Financing Agreement
Summary Memo
Contract
Guaranty Agreement
ESPC Schedule
ESPC Schedule F

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	02/26/2014 03:15 PM
Finance Department	Gloria Johnson	02/26/2014 03:22 PM
City Manager	Robert Bradshaw	02/27/2014 08:33 AM
Form Started By: Linda Cox		Started On: 02/21/2014 04:31 PM
Final Approval Date: 02/27/2014		

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Fort Pierce Mayor and Commissioners

FROM: Robert V. Schwerer, City Attorney

SUBJECT: Bank of America Financing Agreement
Energy Savings Performance Contract

DATE: February 25, 2014

Attached for the Commission's consideration is Resolution #14-R15 together with an attached Financing Agreement by and between the City of Fort Pierce, Florida and Bank of America, N.A. for the purchase of the City's Not To Exceed $6.15 Million Capital Improvement Revenue Note, Series 2014 to finance the City's costs of acquiring and installing Energy Conservation Equipment under a Guaranteed Energy, Water and Wastewater Performance Savings Contract.

Both the Resolution and the Financing Agreement, together with any other loan documents that are required under the agreement have been coordinated with the City's bond counsel, Mike Williams. Mr. Williams will be in attendance at the Commission meeting and along with this office, will be available to answer any questions concerning the financing documents.

Legal is recommending the Commission approve Resolution #14-R15 subject to final execution of the Guaranteed Energy, Water and Wastewater Performance Savings Contract by and between the City and BGA, Inc., a Florida corporation.

Robert V. Schwerer, City Attorney

/mlp
Attachment
cc: Robert J. Bradshaw, City Manager
Nicholas Mimms, Deputy City Manager
Linda Cox, City Clerk
Michael Williams, Esquire



Energy Savings Performance Contract (ESPC)

March 3, 2014

ConEdison Solutions, Inc.

ESPC Project Highlights

FINANCED AMOUNT	**$ 6,039,229**
GUARANTEED ANNUAL SAVINGS	**$ 432,664**
TERM OF AGREEMENT	**19 Years**
SIMPLE PAYBACK IN YEARS	**13.95**
NET PRESENT VALUE AFTER 19 YEARS	**$ 1,262,252**

ConEdison Solutions®
An Energy Services Company

ESPC Scope

City Hall	- Lighting Improvement & Controls - Low Flow Plumbing Fixtures - Mechanical & Controls Upgrades - IT Split System Cooling Upgrades - Vending Machine Controls
Community Center (RiverWalk)	- Lighting Improvement & Controls - Vending Machine Controls
Marina Dock Master & Laundry	- Lighting Improvement & Controls - Vending Machine Controls
PAL Park	- Lighting Improvement & Controls
Sunrise Theatre	- Lighting Improvement & Controls - Air Curtains at Dock Doors - Outside Air Reduction - Demand Control Ventilation - HVAC Controls Upgrade - Building Management System

Police Main Station	- Lighting Improvement & Controls - Mechanical & Controls Upgrades - IT Split System Upgrades - Replace DX Equipment - Add Ductless Split System - Vending Machine Controls
Police Substation D	- Lighting Improvement & Controls
Public Works Compound	- Lighting Improvement & Controls - Vending Machine Controls
Seven Gables House	- Lighting Improvement & Controls
City Streets (Non DOT)	- Street Lighting Retrofit to LED

ConEdison Solutions®
An Energy Services Company

RESOLUTION NO. 14-R15

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA ACCEPTING THE PROPOSAL OF **BANK OF AMERICA N.A.** TO PURCHASE THE CITY'S NOT TO EXCEED $6.15 MILLION CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2014 TO FINANCE THE CITY'S COST OF **ACQUIRING AND INSTALLING ENERGY CONSERVATION EQUIPMENT** UNDER A GUARANTEED ENERGY, WATER AND WASTEWATER PERFORMANCE SAVINGS CONTRACT AND RELATED COSTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT WITH SAID BANK TO SECURE THE REPAYMENT OF SAID LOAN; PROVIDING FOR THE PAYMENT OF SUCH NOTE FROM THE CITY'S COVENANT TO BUDGET AND APPROPRIATE NON AD VALOREM REVENUES ALL AS PROVIDED IN THE FINANCING AGREEMENT; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE FINANCING AGREEMENT, THE NOTE, AND THE SECURITY THEREFORE; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID LOAN; DESIGNATING SUCH 2014 NOTE AS "BANK QUALIFIED"; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, the Florida Constitution, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared:

(A) The City of Fort Pierce, Florida (the "City") deems it necessary, desirable and in the best interests of the City that the City finance its costs of acquiring and installing energy conservation equipment under a guaranteed energy, water and wastewater performance savings contract with BGA, Inc. (the "Project"), all as more particularly described in the Financing Agreement (as defined herein).

(B) Pursuant to Section 2(b), Article VIII of the State Constitution, and Section 166.021, Florida Statutes, municipalities have the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal

functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law. The issuance of the 2014 Note (hereinafter defined) and the execution and delivery of the Financing Agreement for the purposes of financing the cost of the Project is not prohibited by law.

(C) The City staff in connection with RBC Capital Markets, LLC ("RBC") have reviewed the proposal of Bank of America N.A. (the “Bank”) regarding a loan in an amount of not to exceed $6.15 million as provided in the 2014 Note (the “Loan”) to the City, the proceeds of which will be applied to finance costs of the Project and to pay costs of issuing the 2014 Note.

(D) The Loan will be secured by the Pledged Revenues as provided in the Financing Agreement pursuant to which the City will issue its Capital Improvement Revenue Note, Series 2014 (the “2014 Note”) to secure the repayment of the Loan.

(E) The City is advised by RBC that due to the present volatility of the market for municipal debt, it is in the best interest of the City to issue the 2014 Note pursuant to the Financing Agreement by negotiated sale, allowing the City to issue the 2014 Note at the most advantageous time, rather than a specified advertised future date, thereby allowing the City to obtain the best possible price, interest rate and other terms for the 2014 Note and, accordingly, the City Commission of the City hereby finds and determines that it is in the best financial interest of the City that a negotiated private placement of the 2014 Note to the Bank be authorized.

SECTION 3. AUTHORIZATION OF FINANCING OF PROJECT. The City hereby authorizes the refinancing of the Project as more particularly described in the Financing Agreement.

SECTION 4. ACCEPTANCE OF COMMITMENT LETTER WITH BANK. Based on a recommendation from the City’s selection team, the City hereby accepts the commitment letter of the Bank dated January 31, 2014 to provide the City with the Loan.

SECTION 5. APPROVAL OF FORM OF AND AUTHORIZATION OF FINANCING AGREEMENT AND EXECUTION OF FINANCING AGREEMENT AND 2014 NOTE. The Loan and the repayment of the Loan as evidenced by the 2014 Note shall be pursuant to the terms and provisions of the Financing Agreement and the 2014 Note. The City hereby approves the Financing Agreement in substantially the form attached hereto as **Exhibit A** and authorizes the Mayor or the Mayor Pro-Tem of the City (collectively, the “Mayor”) and the City Clerk or any deputy or assistant City Clerk of the City (collectively, the “City Clerk”) to execute and deliver on behalf of the City the Financing Agreement by and between the City and the Bank substantially in the form attached hereto as **Exhibit A** (the “Financing Agreement”) and the 2014 Note in substantially the form attached to the Financing Agreement, with such changes, insertions and additions as they may approve, their execution thereof being evidence of such approval.

SECTION 6. PAYMENT OF DEBT SERVICE ON 2014 Note. Pursuant to the Financing Agreement, the 2014 Note will be secured a City covenant to budget and appropriate Non Ad Valorem Revenues, all as more particularly described in the Financing Agreement.

SECTION 7. AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents, certificates, opinions, or items are needed to effect any of the transactions referenced in this Resolution, the Financing Agreement or the 2014 Note and the security therefore, the Mayor, the City Clerk, the City Manager the Director of Finance and the City Attorney are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

SECTION 8. PAYING AGENT AND REGISTRAR. The City hereby accepts the duties to serve as Registrar and Paying Agent for the 2014 Note.

SECTION 9. LIMITED OBLIGATION. The obligation of the City to repay amounts under the Financing Agreement and the 2014 Note are limited and special obligations, payable solely from the sources and in the manner set forth in the Financing Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City.

SECTION 10. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution, the Financing Agreement or the 2014 Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not effect any other provision of this Resolution or the 2014 Note, but this Resolution, the Financing Agreement and the 2014 Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The 2014 Note and Financing Agreement shall be issued and this Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction.

SECTION 11. DESIGNATION OF 2014 NOTE AS BANK QUALIFIED. The City designates the 2014 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City does not reasonably anticipate that the City, any subordinate entities of the City, and issuers of debt that issue "on behalf" of the City, will during the calendar year 2014 issue more than $10,000,000 of "tax-exempt" obligations, exclusive of those obligations described in Section 265(b)(3)(C)(ii) of the Code.

SECTION 12. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of March, 2014.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Robert V. Schwerer, City Attorney

EXHIBIT A

FINANCING AGREEMENT

(See Attached)

FINANCING AGREEMENT

Dated as of March __, 2014

By and Between

THE CITY OF FORT PIERCE, FLORIDA
(the "City")

and

BANK OF AMERICA, N.A.
(the "Bank")

TABLE OF CONTENTS

(The Table of Contents for this Financing Agreement is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provisions of this Financing Agreement.)

Page

ARTICLE I DEFINITION OF TERMS 1
Section 1.01. Definitions 1
Section 1.02. Interpretation 4
Section 1.03. Titles and Headings 4

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE PARTIES 4
Section 2.01. Representations and Warranties of City 4
Section 2.02. Representations and Warranties of Bank 6

ARTICLE III THE NOTE 6
Section 3.01. Purpose and Use 6
Section 3.02. The Note 6
Section 3.03. Adjustments to Note Rate 7
Section 3.04. Conditions Precedent to Issuance of Note 7
Section 3.05. Registration of Transfer; Assignment of Rights of Bank 9
Section 3.06. Ownership of the Note 10
Section 3.07. Use of Proceeds of Note Permitted Under Applicable Law 10
Section 3.08. Authentication 10

ARTICLE IV COVENANTS OF THE CITY 10
Section 4.01. Performance of Covenants 10
Section 4.02. Payment of Note 10
Section 4.03. Covenant to Budget and Appropriate 10
Section 4.04. Tax Covenant 11
Section 4.05. Compliance with Laws and Regulations 12

ARTICLE V EVENTS OF DEFAULT AND REMEDIES 13
Section 5.01. Events of Default 13
Section 5.02. Exercise of Remedies 14
Section 5.03. Remedies Not Exclusive 15
Section 5.04. Waivers, Etc 15

ARTICLE VI MISCELLANEOUS PROVISIONS 15
Section 6.01. Covenants of City, Etc.; Successors 15
Section 6.02. Term of Agreement 15
Section 6.03. Amendments and Supplements 15
Section 6.04. Notices 15
Section 6.05. Benefits Exclusive 16
Section 6.06. Severability 16
Section 6.07. Payments Due on Saturdays, Sundays and Holidays 16

Section 6.08. Counterparts 17
Section 6.09. Applicable Law 17
Section 6.10. No Personal Liability 17
Section 6.11. Incorporation by Reference 17

Exhibit A Form of Note Including Purchaser's Certificate A-1
Exhibit B Form of Disbursement Request B-1

FINANCING AGREEMENT

THIS FINANCING AGREEMENT (the "Agreement"), made and entered into this ___ day of March, 2014, by and between **THE CITY OF FORT PIERCE, FLORIDA** (the "City"), a municipal corporation of the State of Florida, and **BANK OF AMERICA, N.A.,** a national banking association authorized to do business in Florida, and its successors and assigns (the "Bank").

W I T N E S S E T H:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the City, pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, Section 489.145 Florida Statues and other applicable provisions of law (all of the foregoing, collectively, the "Act"), and Resolution No. ____, adopted by the City on March 3, 2014, is authorized to borrow money, and more particularly issue the Note described below for the City's public purposes; and

WHEREAS, in response to a request for proposal regarding an intended borrowing to finance the City's cost of equipment and other property defined in Section 489.145(3)(b) of Florida Statues to be installed in various City buildings (the "Project"), and to pay related costs of issuance, the Bank submitted its terms and conditions, dated January 31, 2014, to the City (the "Terms"); and

WHEREAS, following recommendations by RBC Capital Markets, LLC, the City has accepted the Terms and the Bank is willing to purchase the Note (as hereinafter defined), but only upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

"Acquisition Amount" means $_____. The Acquisition Amount is the amount represented by City to be sufficient, together with proceeds from City if any, to acquire the Project.

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Financing Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bond Counsel" shall mean, Akerman LLP, Orlando, Florida, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions hired by the City to render an opinion on such matters with regard to the Note.

"Bond Service Requirement" shall mean, for any Fiscal Year, the amount of principal of or Amortization Installments and interest due on Debt (as defined in Section 4.07 hereof) for such Fiscal Year, except to the extent that any such Bond Service Requirement shall have been provided for out of Debt proceeds.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which the office of the Bank at which payments on the Note are due is lawfully closed.

"City Clerk" shall mean the City Clerk or any deputy City Clerk of the City and such other person as may be duly authorized to act on his or her behalf.

"City Manager" shall mean the City Manager of the City and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Contract" shall mean that Guaranteed Energy, Water and Wastewater Performance Savings Contract by and between BGA, Inc., a Florida corporation and the City dated February ___, 2014.

"Debt Service" means principal and interest, and other debt-related costs, due in connection with the Note, as applicable.

"Default Rate" shall mean the Note Rate plus ___ percent (__%) provided such rate shall not exceed the highest rate of interest allowed by applicable law.

"Determination of Taxability" shall mean, with respect to the Note, any determination, decision or decree by the Commissioner or any District Director of the Internal Revenue Service, as such officers are identified by the Code, or any court of competent jurisdiction, or delivery of an opinion of Bond Counsel, that the interest payable under the Note is includable in the gross income (as defined in Section 61 of the Code) of the Holder.

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Final Maturity Date" shall mean the date on which all principal and all unpaid interest accrued on the Note shall be due and payable in full, which date shall be, if not sooner due to acceleration or prepayment, December 1, 2028.

"Finance Director" shall mean the City's Director of Finance such other person as may be duly authorized to act on his or her behalf.

"Fiscal Year" shall mean the 12-month period commencing October 1 of each year and ending on the succeeding September 30, or such other 12-month period as the City may designate as its "fiscal year" as permitted by law.

"Loan" shall refer to an amount equal to the outstanding principal of the Note, together with unpaid interest which has accrued.

"Maximum Bond Service Requirement" shall mean, as of any particular date of calculation, the greatest amount of aggregate Bond Service Requirement for the then current or any future Fiscal Year, except that with respect to any Debt for which amortization installments have been established, the amount of principal coming due on the final maturity date with respect to such Debt shall be reduced by the aggregate principal amount of such Debt that are to be redeemed from amortization installments which were to be made in, prior Fiscal Years.

"Non-Ad Valorem Funds" shall mean all legally available funds of the City derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments due on the Note, but only after provision has been made by the City for the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

"Note" shall mean the City of Fort Pierce, Florida Capital Improvement Revenue Note, Series 2014 issued by the City under the Agreement and the Resolution.

"Note Rate" shall mean the rate of interest to be borne by the Note which shall be a fixed rate equal to 3.055% per annum calculated on the basis of a 360-day year of 12, 30-day months.

"Noteholder" or "Holder" shall mean the Bank as the holder of the Note and any subsequent registered holder of the Note.

"Payment Date" shall mean each ____ , and _____, commencing _____ 1, _____ until the Note has been paid in full.

"Pledged Revenues" shall mean Non-Ad Valorem Funds budgeted and appropriated and set aside for the payment of debt service on the Note by the City in accordance with Section 4.03 hereof.

"Resolution" shall mean Resolution No. ____, adopted at a meeting of the City Commission on March 3, 2014, which, among other things, authorized and confirmed the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Note.

"State" shall mean the State of Florida.

"Taxable Rate" means an interest rate equal to the Note Rate plus a rate sufficient such that the total interest to be paid on any payment date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Holder.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Bank as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, and a political subdivision of the State within the meaning of Section 103(c) of the Code duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Bank. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its material properties is bound.

(b) Validity, Etc. This Agreement, the Note and the Resolution are valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity and provided that the City is not granting the Bank any rights as privileges that exceed the rights granted BGH, Inc. under the Contract.

(c) No Financial Material Adverse Change. No material adverse change in the financial condition of the City or the Pledged Revenues has occurred since the City fiscal year ended September 30, 2013.

(d) Powers of City. The City has the legal power and authority to pledge the Pledged Revenues to the repayment of the Loan as described herein.

(e) Authorizations, etc. No authorization, consent, approval, license, exemption of or registration or filing with any court or governmental department, commission, board, bureau,

agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the City of this Agreement, the Note and the related documents, except such as have been obtained, given or accomplished.

(f) Total Guaranteed. Annual cost savings have been guaranteed to the extent necessary to make the annual payments to satisfy the Contract.

(g) No Event or Default. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(h) Maintenance of Existence. The City will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation and a body corporate and politic.

(i) Public Bidding. The City has complied with such public bidding requirements as may be applicable to this Contract and acquisition by City of the Project.

(j) Books and Records. The City has kept, and throughout the term hereof shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Bank (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 270 days of its Fiscal Year end, (ii) such other financial statements and information as Bank may reasonably request, and (iii) upon Bank's request, its annual budget for any prior or current Fiscal Year or the following Fiscal Year. The financial statements described in subsection (j) shall be accompanied by an unqualified opinion of City's auditor. Credit information relating to City may be disseminated among the Bank and any of its affiliates and any of their respective successors and assigns.

(k) Tax Representations. The payment of the payments due hereunder or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not the City) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The City shall not permit the Federal government to guarantee any payments due hereunder. The Project will not be used, directly or indirectly, in any activity carried on by an person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than the City. The City has not entered into any management or other service contract with respect to the use and operation of the Project.

(l) No Litigation. There is no pending litigation, tax claim, proceeding or dispute that may adversely affect City's financial condition or impairs its ability to perform its obligations under this Agreement. City will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents the Bank may reasonably request in order to protect Bank's rights and benefits under this Agreement.

(m) No Debt Default. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which City has issued during the past ten (10) years.

Section 2.02. Representations and Warranties of Bank. The Bank represents and warrants to the City as follows:

(a) Existence. The Bank is a national banking association, authorized to do business in the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Bank and the making of the Loan have been duly authorized by all necessary action on the part of the Bank and will not violate or conflict with applicable law or any material agreement, indenture or other instrument by which the Bank or any of its material properties is bound.

(b) Validity. This Agreement is a valid and binding obligation of the Bank enforceable against the Bank in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights (and specifically creditors' rights as the same relate to banks) and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Knowledge and Experience. The Bank (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the Note, (ii) has received and reviewed such financial information concerning the Pledged Revenues as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; and (iii) is purchasing the Note as an investment for its own account and not with a current view toward resale to the public.

ARTICLE III

THE NOTE

Section 3.01. Purpose and Use. On the date of this Agreement, the Bank shall make available to the City the Loan in the principal amount of _____ Million _____ Thousand Dollars ($_____). The proceeds available under this Agreement shall be used solely to finance the cost of the Project and to pay costs of issuing the Note. Proceeds of the Note to be used to pay costs of the Project shall be deposited in the Acquisition Fund hereby created. Disbursements from the Acquisition Fund shall be applied solely to pay costs of the Project and only pursuant to a duly executed disbursement in the form of Exhibit B hereto.

Section 3.02. The Note. The Note shall be substantially in the form set forth as **Exhibit A** to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The aggregate principal amount of the Note shall be ___Million _____ Thousand Dollars ($_____).

(b) Interest. The Note shall bear interest at the Note Rate payable on each Payment Date. Upon the occurrence of one or more of the events specified in Section 3.03 of this Agreement, the Note Rate shall be adjusted as therein provided. Interest on the Note shall be computed on the basis of 12, 30-day months and a 360-day year.

(c) Prepayments and Principal Payments. The Note shall be subject to prepayment at the option of the City, only in whole, from any legally available monies at a prepayment price of 102% of the principal amount to be redeemed, plus accrued interest to the prepayment date. Any prepayment shall be made on such date as shall be specified by the City in a written notice delivered to the Noteholder not less than thirty (30) days prior to the specified prepayment date. Any prepayment shall be applied first to accrued interest, then to other amounts owed the Bank, and finally to principal.

Principal on the Note is payable on each Payment Date commencing _____ 1, 2014 as set forth in the Note.

Section 3.03. Adjustments to Note Rate. The Note Rate shall be subject to adjustment by the Bank as hereinafter described and as provided in the Note.

In the event of a Determination of Taxability, the Note Rate shall be adjusted to the Taxable Rate effective retroactively to the date on which such Determination of Taxability was made. The Taxable Rate shall remain in effect until the last payment on the Note is made or the action resulting in the Determination of Taxability has been resolved or otherwise terminated. The City also agrees to pay to the Noteholder subject to such Determination of Taxability the Additional Amount (as defined herein). "Additional Amount" means (i) the difference between (a) interest on the Note for the period commencing on the date on which the interest on such Note (or portion thereof) loses its "tax-exempt" status and ending on the earlier of the date such Note ceased to be outstanding or such adjustment is no longer applicable to such Note (the "Taxable Period") at a rate equal to the Taxable Rate and (b) the aggregate amount of interest payable on such Note for the Taxable Period under the provisions of such Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Noteholder to the Internal Revenue Service by reason of such Determination of Taxability.

The Noteholder shall promptly notify the City in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such adjustment. Adjustments pursuant hereto may be retroactive. The Noteholder shall certify to the City in writing the additional amount, if any, due to the Noteholder as a result of an adjustment pursuant hereto. Notwithstanding any provision hereto the contrary, in no event shall the interest rate on the Note exceed the maximum rate permitted by law.

Section 3.04. Conditions Precedent to Issuance of Note. Prior to or simultaneously with the delivery of the Note, there shall be filed with the Bank the following, each in form and substance reasonably acceptable to the Bank:

(a) an opinion of legal counsel to the City substantially to the effect that (i) the Resolution has been duly adopted and this Agreement and the Note has been duly authorized,

executed and delivered by the City and each constitutes a valid, binding and enforceable agreement of the City in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles; (ii) the City's execution, delivery and performance of this Agreement and execution and issuance of the Note are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iii) the execution, issuance and delivery of the Note has been duly and validly authorized by the City, and the Note constitutes a valid and binding special obligation of the City enforceable in accordance with its terms; (iv) the City (A) is a municipal corporation duly organized and validly existing under the laws of the State of Florida, and (B) has power and authority to adopt the Resolution, to enter into the Contract, to execute and deliver this Agreement, to execute and deliver the Note, and to consummate the transactions contemplated by such instruments; (v) the execution, delivery and performance of the Note the Contract and this Agreement, and compliance with the terms thereof and hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with, or constitute on the part of the City a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the City or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the City or its properties are subject; (vi) to the best of such counsel's knowledge, there is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or threatened in any court or other tribunal, state or federal (W) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the Note, (X) in any way questioning or affecting the validity or enforceability of any provision of this Agreement, the Contract, the Note, or the Resolution, (Y) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the Note, or of any provision made or authorized for the payment thereof, or (Z) questioning or affecting the organization or existence of the City or the right of any of its officers to their respective offices; (vii) the City has the legal authority to finance the Project and to pay associated costs of issuance, to grant a lien on the Pledged Revenues as described herein and in the Resolution; and (viii) all conditions contained in the ordinances and resolutions of the City precedent to the issuance of the Note have been complied with;

(b) an opinion of Bond Counsel (who may rely on opinion of legal counsel to the City), substantially to such effect that such counsel is of the opinion that: (i) this Financing Agreement constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms; (ii) the Note is a valid and binding special obligation of the City enforceable in accordance with its terms, payable solely from the sources provided therefor in this Financing Agreement; (iii) assuming compliance by the City with certain covenants relating to requirements contained in the Code interest on the Note is excluded from gross income for purposes of federal income taxation; and

(c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the City;

(d) the original executed Note and Agreement; and

(e) an executed copy of the Contract.

When the documents and items mentioned in clauses (a) through (e), inclusive, of this Section shall have been filed with the Bank, and when the Note shall have been executed as required by this Agreement, and all conditions of the Resolution have been met, the City shall deliver the Note to or upon the order of the Bank upon receipt of the purchase price therefor.

Section 3.05. Registration of Transfer; Assignment of Rights of Bank. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. The transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Bank or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as **Exhibit A** to this Agreement; provided, however, that the Note may be transferred only in whole and not in part. In the case of any such registration of transfer, the City shall execute and deliver in exchange for the Note a new Note registered in the name of the transferee. In all cases in which the Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of a Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any lawful coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Bank under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Bank under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Bank. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Bank under this Agreement and the Note.

The registered owner of the Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of the Note; provided, however, that the Note may be transferred only in whole and not in part and provided further, that no transfer shall be permitted absent the City's (and the Bank's) receipt of a certificate in form and substance similar to the one included as part of **Exhibit A** hereto from such proposed transferee. Every prior registered owner of the Note shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

In the event any Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the City, and in

the case of any lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Section 3.06. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

Section 3.07. Use of Proceeds of Note Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Note will be used solely to refinance the Refunded Note and costs of issuance of the Note, and that such use is permitted by applicable law.

Section 3.08. Authentication. Until the Note shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A, duly executed by the manual signature of the registrar as authenticating agent, it shall not be entitled to any benefit or security under this Financing Agreement. The Note shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the registrar, and such certificate of the registrar upon the Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Financing Agreement.

ARTICLE IV

COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of Note.

(a) The City does hereby irrevocably pledge the Pledged Revenues as security for the repayment of the Note.

(b) The Note will be a special obligation of the City secured solely by the Pledged Revenues and is payable from the Pledged Revenues as provided in this Agreement. The Note will not constitute a general debt, liability or obligation of the City or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the Note and the Noteholder shall never have the right to compel any exercise of any ad valorem taxing power of the City or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce such payment. The Note shall not constitute a lien upon any property of the City except upon the Pledged Revenues.

Section 4.03. Covenant to Budget and Appropriate. Until the Note is paid or deemed paid pursuant to the provisions of this Agreement, subject to the next paragraph, the City

covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non Ad-Valorem Funds in each Fiscal Year and which are lawfully available to pay debt service on the Note, amounts sufficient to pay principal of and interest on the Note and other costs and expenses due and payable to the Bank under this Agreement as the same shall become due. Such covenant and agreement on the part of the City to budget and appropriate such amounts of legally available Non-Ad Valorem Funds shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Funds or other legally available funds in amounts sufficient to make all such required payments hereunder shall have been budgeted, appropriated and actually paid. No lien upon or pledge of such Non-Ad Valorem Funds shall be in effect until such moneys are budgeted and appropriated and set aside for such payments. The City shall promptly set aside for the payments due on the Note any Non-Ad Valorem Funds so budgeted and appropriated. The City further acknowledges and agrees that the obligations of the City to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from legally available Non-Ad Valorem Funds may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Funds, nor does it preclude the City from pledging in the future its Non-Ad Valorem Funds nor does it require the City to levy and collect any particular Non- Ad Valorem Funds, nor does it give the Holders of the Note a prior claim on the Non-Ad Valorem Funds as opposed to claims of general creditors of the City. Such covenant to budget and appropriate legally available Non-Ad Valorem Funds is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Funds heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Note, in the manner described hereunder, Non-Ad Valorem Funds, and placing on the City a positive duty to budget and appropriate, by amendment if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to (i) the restrictions of Florida law which provides that the governing body of the City may only make appropriations for each fiscal year which, in any fiscal year, shall not exceed the amount to be received from taxation or other revenue sources, and (ii) the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law. Anything in this Agreement to the contrary notwithstanding, it is understood and agreed that the obligations of the City under this section shall be payable from the portion of legally available Non-Ad Valorem Funds budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax Funds or to permit or constitute a mortgage or lien upon any assets owned by the City and no holder of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City. Notwithstanding any provisions of this Agreement or the Note to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Funds. Neither this Agreement nor the obligations of the City under the Resolution shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Funds of the City other than the Pledged Revenues.

Section 4.04. Tax Covenant. The City covenants to the purchasers of the Note provided for in this Agreement that the City will not make any use of the proceeds of the Note at

any time during the respective term of such Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The City will comply with the requirements of the Code and any rules and regulations promulgated thereunder necessary to insure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

Section 4.05. Compliance with Laws and Regulations. The City shall maintain compliance with all federal, state and local laws and regulations applicable to the financing of the Refunded Note.

Section 4.06. Anti-Dilution. During such time as the Note is Outstanding, the City agrees and covenants with the Holders that for each Fiscal Year of the City, "Total Revenues" and "Total Other Financing Sources" as indicated on the "Schedule of General Fund Revenues, Expenditures and Changes in Fund Balance" or any successor thereto as set forth in the City's general purpose financial statements for the General Fund of the City for such Fiscal Year, less any transfers to the City's General Fund from the City's solid waste fund, less any mounts received by the City from federal grants and state grants, less any funds utilized for capital leases to which the City is the lessee and less any other grants and any other Non-Ad Valorem Funds which may not legally be used to pay debt service on the Note, plus the Ad Valorem Credit (as hereinafter defined),less the Maximum Bond Service Requirement for such Fiscal Year on Debt secured by and payable from specific source of Non-Ad Valorem Funds, less the City's total of general government expenditures and public safety expenditures (the "Adjusted Revenues"), shall be equal to at least 200% of the Maximum Bond Service Requirement on the Note and any other Debt (as defined in Section 4.07 hereof) of the City payable from the City's covenant to budget and appropriate Non-Ad Valorem Funds and 100% of any amounts owed in regard to amounts drawn under any surety bond or similar instrument deposited to a reserve fund issued in regard to the Debt payable from a City covenant to budget and appropriate Non-Ad Valorem Funds (collectively, the "Policy Costs").

For purposes of the above, Ad Valorem Credit means that percentage of ad valorem taxes received by the City determined by dividing the total of general government and public safety expenditures by total expenditures and other financial uses (as such expenditures are reflected in the City's general purposes financial statements for such Fiscal Year).

Section 4.07. Future Debt Payable From Non-Ad Valorem Funds. The City covenants that it will not issue any Debt subsequent to the issuance of the Note payable from amounts budgeted and appropriated from Non-Ad Valorem Funds unless an independent auditor shall prior to the issuance of such Debt certify to the City that the Adjusted Revenues for the immediately preceding Fiscal Year is equal to at least 200% of the Maximum Bond Service Requirement on all Debt to be Outstanding following the issuance of such new Debt and 100% of any amounts owed for Policy Costs. No such additional Debt may be issued without the prior written consent of all applicable bond insurers if any Policy Costs are past due and owing.

"Debt" for purpose of the above means as to any date (without duplication) all of the following to the extent that the maturity thereof is longer than one year, it is an obligation of the City payable from the City's covenant to budget and appropriate Non-Ad Valorem Funds and

such Debt is Outstanding for purposes of the instruments pursuant to which it was issued: (1) Bonds (as defined in various Resolutions of the City); (2) all obligations of the City for borrowed money evidenced by bonds, debentures, notes or other similar instruments, except as otherwise excluded from the definition of Debt; (3) all obligations of the City to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; and (4) all indebtedness of other Persons to the extent guaranteed by the City. "Debt" shall not include any obligation of the City payable in whole or in party whereby the City has agreed to pay such obligation from a covenant to budget and appropriate from Non-Ad Valorem Funds, which agreement is subordinate to such agreement in favor of the holders of the Note and any Debt payable on a parity therewith ("Subordinate Obligations"), **[**provided that the total outstanding principal amount of such Subordinate Obligations does not exceed $6.5 million and the maturity date of any such Subordinate Obligations is at least eleven (11) years from the date of issuance thereof**]**.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an "Event of Default:"

(a) payment of the principal of the Note shall not be made when the same shall become due and payable; or

(b) payment of any installment of interest on the Note shall not be made when the same shall become due and payable; or

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Note or in this Agreement and such default shall continue for thirty (30) days after written notice shall have been given to the City by the Noteholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Noteholder, the City shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased to such extent as shall be necessary to enable the City to diligently complete such curative action; or

(d) any representation or warranty of the City contained in this Agreement or in any certificate or other closing document executed and delivered by the City in connection with the closing of the Loan shall prove to have been untrue in any material respect when executed and delivered, thereby adversely impairing the security for the Note; or

(e) any proceedings are instituted with the consent or acquiescence of the City, for the purpose of effecting a compromise between the City and its creditors or for the purpose of

adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted; or

(f) the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(g) the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(h) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within 90 days from the date of assumption of such custody or control.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the Note shall bear interest at the Default Rate and all payments made on the Note during any such period shall be applied first to interest and then to principal. Upon the occurrence and during the continuance of an Event of Default, a Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as a Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under this Agreement, provided, the Holder shall never have the right to compel the exercise of the ad valorem taxing power of the City, or taxation on any form of any property therein to pay the Note or the interest thereon.

In the enforcement of an Event of Default other than an Event of Default pursuant to (c) or (d) of 5.01 hereof, to the extent permitted by law, a Noteholder shall be entitled to sue for, enforce payment of and receive any and all amounts then or thereafter becoming due from the City for principal, interest or otherwise under any of the provisions of this Agreement or of the Note then unpaid, with interest on overdue payments of principal and interest (to the extent permitted by law) at the Default Rate, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), but payable solely from the Pledged Revenues, without prejudice to any other right or remedy of the Noteholder, and to recover and enforce any judgment or decree against the City, but solely as

provided herein and in the Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but only from the Pledged Revenues) in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to a Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of a Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to a Noteholder may be exercised from time to time and as often as may be deemed expedient.

A Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Bank hereunder have been paid in full.

Section 6.03. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the City and the Noteholders.

Section 6.04. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Bank, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

(a) As to the City:

City of Fort Pierce, Florida
100 N. U.S. Highway 1
Fort Pierce, Florida 34950
Attention:

(b) As to the Bank:

11333 McCormick Road
Hunt Valley II
Mail Code: MD5-03-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.05. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

Section 6.06. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.07. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the Note shall be a Saturday, Sunday or a day on which the Bank is required, or authorized or not prohibited, by law (including executive orders) to close and is closed, then payment of such interest or principal shall be made on the next succeeding day on which the Bank is open for business with the same force and effect as if paid on the date of maturity or the date fixed for

prepayment, and no interest on any such principal amount shall accrue for the period after such date of maturity or such date fixed for prepayment.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.09. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.10. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Commission, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.11. Incorporation by Reference. All of the terms and obligations of the Resolution and the Exhibit hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

[*Signature Page for FINANCING AGREEMENT*
dated as of _____, 2014 between
the City of Fort Pierce, FL and BANK OF AMERICA, N.A.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF FORT PIERCE, FLORIDA

[SEAL]

By:_____
ATTEST: Mayor

_____
City Clerk

Approved as to form
and correctness:

_____
City Attorney

BANK OF AMERICA, N.A.

By:_____
Title: Authorized Officer

EXHIBIT A

FORM OF NOTE

PRIOR TO BECOMING A HOLDER, A PROPOSED PURCHASER SHALL EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED HERETO CERTIFYING, AMONG OTHER THINGS, THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

CITY OF FORT PIERCE, FLORIDA
CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE,
SERIES 2014

Principal Sum	Maturity Date	Note Rate	Date of Issuance
$_____	_____	3.055%	_____, 2014

The CITY OF FORT PIERCE, FLORIDA (the "City"), for value received, hereby promises to pay, solely from the sources described in the within mentioned Agreement, to the order of BANK OF AMERICA, N.A. a national banking association, or its assigns (the "Holder"), at 11333 McCormick Road, Hunt Valley, MD 21031, Attention: Contracts Administration, or at such other place as the Holder may from time to time designate in writing, the Principal Sum stated above on the Maturity Date stated above, together with any accrued and unpaid interest, and to pay interest on the outstanding principal amount hereof from the most recent date to which interest has been paid or provided for, or if no interest has been paid, from the Date of Issuance shown above, on _____ and _____of each year (each, a "Payment Date"), commencing on _____ 1, _____until payment of said principal sum has been made or provided for, at the Note Rate. Payments due hereunder shall be payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as such Holder may specify in writing to the City or otherwise as the City and the Holder may agree.

The Note is subject to mandatory redemption in part prior to maturity, on _____ 1, _____ and on each _____1, thereafter, at a redemption price equal to the principal amount thereof and accrued interest thereon to the redemption date, without premium as follows:

Payment Date	Principal Amount

The Note Rate may be adjusted in accordance with Sections 3.03 of that certain Financing Agreement by and between the Holder and the City, dated as of _____, 2014 (the "Agreement"). Such adjustments may be retroactive.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

The Note may be prepaid by the City in whole, but not in part, on any date as provided in the Agreement from any legally available monies at a prepayment price of 102% of the principal amount to be redeemed, plus accrued interest to the prepayment date. Prepayment shall be made on such date as shall be specified by the City in a written notice delivered to the Holder not less than thirty (30) days prior to the specified prepayment date. Any prepayments shall be applied as provided in Section 3.02(c) of the Agreement.

Notice having been given as aforesaid, the principal amount to be prepaid shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on such principal amount; and the amount of principal and interest then due and payable shall be paid upon presentation and surrender of this Note to the office of the City. If, on the prepayment date, funds for the payment of the principal amount, together with interest to the prepayment date on such principal amount, shall have been given to the Holder, as above provided, then from and after the prepayment date interest on such principal amount of this Note shall cease to accrue.

This Note is authorized to be issued under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes, Section 489.145, Florida Statues and other applicable provisions of law and the City's Resolution No. _____effective March 3, 2014 (the "Resolution"), and is subject to all terms and conditions of the Agreement and the Resolution.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or

considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonusurious interest allowed under the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the City greater than the amount contracted for herein. In the event the maturity of this Note is accelerated or prepaid in accordance with the provisions hereof, the Agreement or the Resolution, then such amounts that constitute payments of interest, together with any costs or considerations which constitute interest under the laws of the State of Florida, may never exceed an amount which would result in payment of interest at a rate in excess of that permitted by Section 215.84(3), Florida Statutes, as presently in effect and to the extent an increase is allowable by such laws; and excess interest, if any, shall be cancelled automatically as of the date of such acceleration, or, if theretofore paid, shall be credited on the principal amount of this Note unpaid, but such crediting shall not cure or waive any default under the Agreement or Resolution.

THIS NOTE, WHEN DELIVERED BY THE CITY PURSUANT TO THE TERMS OF THE AGREEMENT AND THE RESOLUTION, SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR THE STATE OF FLORIDA (THE "STATE"), WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES, AS PROVIDED IN THE AGREEMENT AND THE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THIS NOTE OR THE INTEREST HEREON.

Upon the occurrence of an Event of Default the principal of this Note may become or be declared due and payable before the Maturity Date in the manner, with the effect and subject to the conditions set forth in the Agreement and Resolution. The Holder shall also have such other remedies as described in the Agreement.

The City hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Agreement and reference is hereby made thereto regarding interest rate adjustments, acceleration, and other matters.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused this Note to be signed by its Mayor, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by a City Clerk of the City, either manually or with facsimile signature, and this Note to be dated the Date of Issuance set forth above.

CITY OF FORT PIERCE, FLORIDA

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to form and Correctness:

_____
City Attorney

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Note is being delivered pursuant to the within mentioned Agreement.

CITY OF FORT PIERCE, FLORIDA,
as Registrar

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Noteholder:_____

By:_____

PURCHASER'S CERTIFICATE

_____

City of Fort Pierce, Florida (the "City")

Ladies and Gentlemen:

The undersigned, as a purchaser of the City of Fort Pierce, Florida Capital Improvement Revenue Note, Series 2014 (the "Note") dated _____, 2014, consisting of one typewritten Note, hereby certifies that we have been provided (a) a copy of City of Fort Pierce Resolution No. _____, adopted by the City on _____, 2014, authorizing the issuance of the Note (the "Resolution"), (b) the Financing Agreement dated as of _____, 2014, between the City and us as assignee of_____ (the "Agreement") and (c) such financial and general information respecting the Pledged Revenues (as such term is defined in the Agreement) and the City, and the Note described above as we deem necessary to enable us to make an informed investment judgment with respect to the purchase of said Note.

We hereby make the following representations, which representations may be relied upon by the City:

A. We are aware:

(i) that investment in the Note involves various risks;

(ii) that the Note is not a general obligation of the City; and

(iii) that the principal or premium, if any, and interest on the Note is payable solely from the Pledged Revenues as specified in the Agreement.

B. We understand that no official statement, offering memorandum or other form of offering document was prepared or is being used in connection with the Note (collectively, "Disclosure Documents"), but we have been afforded access to all information we have requested in making our decision to purchase the Note and have had sufficient opportunity to discuss the business of the City with its officers, employees and others. We have not requested any Disclosure Documents in connection with the sale of the Note. We do not require any further information or data incident to our purchase of the Note.

C. In purchasing the Note, we have relied solely upon our own investigation, examination, and evaluation of the City, and other relevant matters.

D. We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and have determined that we can bear the economic risk of our investment in the Note.

E. We acknowledge the understanding that the Note was not registered under the Securities Act of 1933, as amended (the "1933 Act") or Chapter 517, Florida Statutes, and that the Resolution and Agreement are not being qualified under the Trust Indenture Act of 1939, as amended, and that the City shall have no obligation to effect any such registration or qualification.

F. We are not acting as a bond house, broker or other intermediary, in our purchase of the Note. Although we retain the right to transfer the Note in the future, we understand that the Note may not be readily tradable.

G. We have received all documents requested by us incident to our purchase of the Note.

H. We acknowledge that we are an "accredited investor" within the meaning of Chapter 517, Florida Statutes and Regulation D of the 1933 Act.

Signed as of the _____ day of _____, _____.

[ ]

By: _____
Authorized Officer

EXHIBIT B

FORM OF DISBURSEMENT REQUEST

Re: Financing Agreement dated as of March ___, 2014, by and between Bank of America, N.A., and the City of Fort Pierce, Florida (the "Agreement") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.)

The undersigned hereby requests disbursement from the Acquisition Fund pay the following persons the following amounts from the Acquisition Fund for the following purposes.

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by City, and the same is a proper charge against the Acquisition Fund for costs relating to the Project, and has not been paid (or has been paid by City and City requests reimbursement thereof), and the portion of the Project relating to such obligation has been delivered, installed and accepted by the City. Attached hereto is the original invoice with respect to such obligation.

(ii) The undersigned, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) The requisition contains no item representing payment on account, or any retained percentages which City is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to City.

(iv) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Agreement has occurred and is continuing a the date hereof.

(v) The representations, warranties and covenants of City set forth in the Agreements are true and correct as of the date hereof.

Dated_____, _____

CITY OF FORT PIERCE, FLORIDA

By:_____
Authorized Representative

Disbursement of funds from the Acquisition Fund in accordance with the foregoing Disbursement Request hereby is authorized

BANK OF AMERICA, N.A.,

By:_____
Name:
Title:

City of Fort Pierce, Florida
City Commission Meeting

Agenda Item # _____

Commission Meeting 3/3/2014

To : The Honorable Mayor and Members of the City Commission

From : Linda W. Cox, City Clerk on behalf of City Attorney

Re : Guaranteed Energy and Water Performance Savings Contract between City of Fort Pierce and BGA, Inc.

Date : February 27, 2014

ISSUE(S):	Guaranteed Energy and Water Performance Savings Contract between City of Fort Pierce and BGA, Inc. Contract pending final legal review, as well as Purchasing and Finance review.
SUMMARY:	Financing Agreement by and between the City of Fort Pierce, Florida and Bank of America, N.A. for the purchase of the City's Not To Exceed $6.15 Million Capital Improvement Revenue Note, Series 2014 to finance the City's costs of acquiring and installing Energy Conservation Equipment under a Guaranteed Energy, Water and Wastewater Performance Savings Contract. Both the Resolution and the Financing Agreement, together with any other loan documents that are required under the agreement have been coordinated with the City's bond counsel, Mike Williams. Mr. Williams will be in attendance at the Commission meeting and along with this office, will be available to answer any questions concerning the financing documents.
FISCAL IMPACT:	N/A
RECOMMENDATION:	Legal is recommending the Commission approve Resolution #14-R15 subject to final execution of the Guaranteed Energy, Water and Wastewater Performance Savings Contract by and between the City and BGA, Inc., a Florida corporation.
ALTERNATIVES:	N/A
RESPONSIBLE STAFF:	Robert V. Schwerer, City
COORDINATED WITH:	Karen Emerson, Assistant City Attorney Steven A. Torres, Consultant Michael Williams, Bond Attorney
ATTACHMENTS:	Contract documents

GUARANTEED ENERGY AND WATER PERFORMANCE SAVINGS CONTRACT

By and Between

CITY OF FORT PIERCE, FLORIDA

and

BGA, INC.

TABLE OF CONTENTS

CONTENTS i

RECITALS 1

SECTION 1. DEFINITIONS 2

SECTION 2. INCORPORATION OF OTHER DOCUMENTS 5

SECTION 3. TERM OF CONTRACT 5

SECTION 4. SCOPE OF WORK 5

SECTION 5. PAYMENTS TO COMPANY 10

SECTION 6. FISCAL FUNDING 13

SECTION 7. TERMINATION 13

SECTION 8. WARRANTIES 14

SECTION 9. INDEMNIFICATION AND LIMITATION OF LIABILITY 14

SECTION 10. OWNERSHIP 15

SECTION 11. FACILITIES MAINTENANCE AND EQUIPMENT SERVICES 16

SECTION 12. PROPERTY/CASUALTY/INSURANCE 16

SECTION 13. PERFORMANCE AND PAYMENT BOND 20

SECTION 14. EVENTS OF DEFAULT 21

SECTION 15. REMEDIES UPON DEFAULT 22

SECTION 16. ASSIGNMENT 22

SECTION 17. DISPUTE RESOLUTION 23

SECTION 18. REPRESENTATIONS AND WARRANTIES 23

SECTION 19. MISCELLANEOUS 24

SCHEDULES

Schedule A - Description of Facilities

Schedule B - Conservation Measures to be Installed by Company

Schedule C - Savings Guarantee

Schedule D – Measurement and Verification Fees

Schedule E - Savings Calculation Formula

Schedule F - Design, Construction and Installation Requirements, Construction Fees and Schedule

Schedule G - Baseline

Schedule H - Standards of Comfort

Schedule I - Company's Maintenance and Training Responsibilities

Schedule J - Financing Agreement

Schedule K - Company Measurement and Verification Plan to Monitor Cost Savings

Schedule L - Company Test and Balance and Commissioning Responsibilities

Schedule M - Interim Period Savings Calculation

APPENDICES

Appendix A - Investment Grade Energy Audit

EXHIBITS

Exhibit I - Equipment Warranties

Exhibit II - Corporate Guarantee

Exhibit III - Certificate of Acceptance

Exhibit IV – Certificate of Acceptance of Investment Grade Audit

GUARANTEED ENERGY AND WATER
PERFORMANCE SAVINGS CONTRACT

This Guaranteed Energy and Water Performance Savings Contract (this "Contract") is made and entered into as of the day last signed below, at _____, in the County of _____, State of Florida, by and between BGA, Inc. ("Company"), having its principal offices at 3101 W. Dr. Martin Luther King Jr. Boulevard, Suite 110, Tampa, Florida 33607, and The City of Fort Pierce, Florida ("City") with its principal offices at 100 N. US 1, Fort Pierce, Florida 34950, for the purpose of installing certain equipment, and providing other services designed to reduce energy or water consumption or energy-related operating costs for the City.

RECITALS

WHEREAS, Pursuant to RFQ No. 6052, Energy Savings Procurement Contracting, the City solicited proposals from qualified Energy Services Companies, ("ESCOs") qualified by the Florida Department of Management Services, to design, install, maintain, and monitor a large-scale comprehensive energy-conservation program; and

WHEREAS, Company was selected by the City under the competitive selection process as the ESCO to perform the energy and water conservation services described in the RFQ; and

WHEREAS, Company was selected by the City specifically to perform an Investment Grade Energy Audit ("IGA") for the City with the goal of developing an Energy Savings Performance Contract for the City; and

WHEREAS, the objective of the IGA was to define a turnkey Project, with guaranteed costs and savings that would be comprised of Energy Conservation Measures ("ECMs") that in sum will generate the energy and operational cost savings necessary to fund the Project; and

WHEREAS, City obtained from Company an Audit that (i) recommends certain Conservation Measures at the Facilities, (ii) summarizes the costs of those Conservation Measures, and (iii) provides an estimate of the amount of cost savings resulting from those Conservation Measures; and

WHEREAS, City finds that the amount it would spend on the Conservation Measures will not likely exceed the amount of the cost savings for up to twenty (20) years after the date of installation, based on the calculations required under the Guaranteed Energy, Water, and Wastewater Performance Savings Contracting Act ("the Act"); and

WHEREAS, Company gives a written guarantee that the cost savings will meet or exceed the costs of the Project and the actual cost savings will meet or exceed the estimated cost savings provided in the executed Contract; and

WHEREAS, all selection criteria, notice requirements, certifications and approvals set forth in the Act have been satisfied or obtained; and

WHEREAS, Company has made an assessment of the energy and water performance characteristics of the Facilities and existing equipment described in Schedule A, which City has approved; and

WHEREAS, the Parties desire that Company install the Conservation Measures at the Facilities in accordance with and subject to the terms set forth in this and

WHEREAS, Consolidated Edison Solutions, Inc., will guarantee the performance of certain payment obligations of the Company under this Contract pursuant to a corporate guarantee agreement executed concurrently herewith.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, City and Company agree as follows:

SECTION 1. DEFINITIONS

Section 1.1. Definitions. The following terms have the meanings specified below unless the context clearly requires otherwise:

"**Annual Excess Savings**" means the amount of any actual annual Cost Savings that exceeds the total annual contract payments made by County under this Contract for such calendar year pursuant to § 489.145(3)(d)(2), Florida Statutes.

"**Annual Reconciliation**" means a determination pursuant to § 489.145(5)(e), Florida Statutes, and Section 5.3 of this Contract, as to whether a shortfall in annual Cost Savings or an excess in annual Cost Savings exists based on the provisions of Company's written savings guarantee reflected in Schedule C (Savings Guarantee) with savings calculated according to Schedule E (Savings Calculation Formula).

"**Baseline**" means County's energy or water consumption for the CM. The initial Baseline shall be for each month of the calendar year preceding the year this Contract is entered and is set forth in Schedule G (Baseline). To the extent the Baseline may be adjusted, it shall be adjusted in accordance with Schedule G.

"**City**" means the City of Fort Pierce, Florida, the governmental entity which has entered into this Contract, or any governmental entity succeeding to the powers and duties of the City pursuant to law or governmental organization.

"**Commencement Date**" means, with respect to the Work, the first day of the calendar month after which all of the following events have occurred: (i) all schedules are in final form and accepted by City; (ii) Company has delivered a notice to City that it has completed the CMs in accordance with the provisions of Schedule F (Design, Construction and Installation Requirements and Schedule); and (iii) City has inspected and finally accepted said installation

and operation of all CMs and issued an executed Certificate of Acceptance as set forth in Exhibit III.

"**Company**" means BGA, Inc., the contractor identified in the first paragraph of this Contract.

"**Conservation Measure**" or "**CM**" means either individually or collectively, each of the facility alterations or equipment purchases set forth in Schedule B, together with any training programs incidental to this Contract, which reduces energy or water consumption, wastewater production, or energy-related operating costs at the Facilities.

"**Contract**" means this Guaranteed Energy and Water Performance Savings Contract, including each of the Contract Documents, as they are described in Section 2.1.

"**Contract Documents**" shall be as defined in Section 2.1.

"**Contract Price**" shall be as defined in Schedule F(6)(A).

"Contract Time" shall mean the scheduled, aggregate number of days between the Notice to Proceed and the scheduled date for Final Acceptance and shall not mean the actual number of days taken to construct the Work.

"Corporate Guaranty" means the Corporate Guaranty Agreement entered into concurrently with this Contract from the Guarantor to the City in the form set forth in Exhibit II hereto, as the same may be amended from time to time in accordance therewith.

"**Cost of the Work**" means that portion of the total contract price attributable to the design, construction, and installation of the CMs through start up and commissioning but shall not include the annual fees paid to the Company during the Performance Period.

"**Cost Savings**" means the measured reduction in the cost of energy, water consumption, and stipulated operation and maintenance savings, if applicable, created from the implementation of one or more Conservation Measures when compared with the established Baseline. The Cost Savings shall be determined in accordance with the formulas and methodologies set forth in Schedule E, which will include a minimum real return on investment calculation and a specification of a benchmark cost of capital.

"**Equipment**" means all items of property described in the Schedule B (Conservation Measures to be Installed by Company) pursuant to this agreement and any other items of property pursuant to § 489.145(3)(b), Florida Statutes.

"**Excess Savings**" shall be as defined in Section 5.3(c).

"**Facilities**" means the City-owned facilities as described in Schedule A (Description of Facilities). A Facility must be a distinct auditable unit.

"**Final Acceptance**" means that the City has determined that all of the required actions for constructing and commissioning the Work have been completed in accordance with the Contract Documents and a Certificate of Acceptance (contained at Exhibit III), has been issued.

"**Fiscal Year**" means the annual period from October 1st to September 30th.

"Guarantor" means Consolidated Edison Solutions, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns permitted thereunder.

"Guarantied Party" means the Company, and its successors and assigns.

"**Guaranteed Savings**" means the level of energy savings, operational cost savings, and revenue enhancements identified in Audit Report and calculated in conformance with the requirements of this Agreement

"Guaranteed Savings Period" means one year period beginning the first day of the month following the City's issuance of the Certificate of Final Completion and recurring each year their afterwards for the Performance Period.

"**Interim Period**" means the period from the date the Contract is signed until the Commencement Date.

"**Interim Period Savings**" means the energy and water cost savings achieved and accruing during the Interim Period as a result of the installation one or more of the CMs.

"**Investment Grade Energy Audit**" or "**Audit**" means the detailed energy audit performed by Company prior to entry of this Contract and dated along with an accompanying analysis of the Conservation Measures, and their costs, savings, and benefits. The Audit includes a narrative describing and justifying the need for the CM. The Investment Grade Energy Audit is attached as Appendix A and has been accepted by the City as evidenced by a Certificate of Acceptance for Investment Grade Audit.

"**Legally Available Funds**" means funds duly appropriated or otherwise legally available for the purpose of making payments under this Contract.

"Measurement and Verification Fees" or "M&V Fees" means the fees to be paid by the City to the Company for the measurement and verification services described in Schedule K and as detailed in Schedule D.

"**Non-Appropriation**" means the failure of an appropriation or availability of the Governing body of City to appropriate money for any Fiscal Year sufficient for the continued performance by City of all of City's obligations under this Contract as evidenced by the passage of a final budget which does not include funding sufficient to pay all payments due.

"Notice to Proceed" means the written directive from the City to the Company authorizing it to begin the design, construction and implementation phase of the Project and beginning the tolling of the Contract Time.

"**Parties**" means both the City and the Company collectively.

"**Performance Period**" means the first day of the month following the City's issuance of the Certificate of Final Completion and extending until the end of the Term.

"**Project**" means the entirety of services performed by the Company pursuant to the Contract Documents, including the design, installation and construction of the CMs as well as the operation, maintenance, monitoring and verification services as described in the Contract Documents, and all other contract related services provided by the Company over the Interim and Performance Periods of the Contract.

"**Project Costs**" shall be as defined in Section 5.8 of this Contract.

"**Savings Calculation Formula**" means the Company's Savings Calculation Formula reflected on Schedule E.

"Savings **Guarantee**" means Company's guarantee reflected on Schedule C (Savings Guarantee), whereby Company guarantees that the savings will meet or exceed the costs of the Project and the estimated cost savings established under this Contract.

"**Substantial Completion**" means the stage in the progress of the Work or portion of the Work, where the Work or portion of the Work is sufficiently complete and in accordance with the Contract Documents so that Customer can utilize and take beneficial use of the Work for its intended purpose. Substantial Completion may be for an individual CM, a combination or all CMs provided the requirements of Section 4.2 have been satisfied.

"**Term**" means the term of this Contract as set forth in Section 3 of Contract.

"**Total Guaranteed Savings**" means actual energy savings, operational cost savings, and revenue enhancements realized with reference to the Baseline set forth in the Audit Report, and determined in accordance with the methods and procedures to be prescribed and agreed upon between the **Parties** and incorporated into the ESPC. Verified Savings shall result solely form ECMs installed or performed by **ESCO** in accordance with the ESPC.

"**Work**" means the design, construction, installation, start-up and commissioning of the CMs identified in Schedule B, in accordance with the Contract Documents and as more particularly described in Schedule F, Design, Construction and Installation Requirements and Schedule.

SECTION 2. INCORPORATION OF OTHER DOCUMENTS

Section 2.1. This Contract incorporates and makes a part hereof the following documents, listed in their order of precedence in the event of a conflict between any of their terms and conditions:

(a) Guaranteed Energy and Water Performance Savings Contract

(b) All Schedules, Exhibits and Appendixes listed in the Table of Contents

(c) The Investment Grade Energy Audit (Appendix A)

Section 2.2. **Investment Grade Energy Audit**. Company has, under separate agreement, submitted the completed Investment Grade Energy Audit and analysis of the Facilities, which is attached as Appendix A and dated _____, and which has been approved and accepted by City. The Investment Grade Energy Audit includes all Conservation Measures agreed to and approved by the City. The City's Certificate of Acceptance of the Investment Grade Energy Audit is contained at Exhibit IV.

SECTION 3. TERM OF CONTRACT

Section 3.1. Initial Term; Interim Period. The Contract Term shall begin on the date this Contract becomes fully executed and, subject to the renewal provision in Section 3.2 and the termination provisions in Section 7, shall expire at the end of Fiscal Year in which the Commencement Date occurred. The Contract shall be effective and binding upon the parties immediately upon the date it is last signed, and the period from such contract execution until the Commencement Date shall be known as the Interim Period.

Section 3.2. Renewals. The Term shall automatically renew for each successive Fiscal Year subject to the City making sufficient annual appropriations based upon continued realized savings; provided, however, the Term shall not extend beyond the earlier of: (i) the effective date of termination under Section 7 of this Contract; or (ii) Twenty (20) years after the Commencement Date.

SECTION 4. SCOPE OF WORK

Section 4.1. Installation of CMs.

(a) Company shall design, construct and install each of the CMs in the Facilities pursuant to the requirements and specifications contained in Schedule F. Construction and installation shall proceed in accordance with the requirements and schedule approved by City and attached hereto as Schedule F, Exhibit 1, (Design, Construction and Installation Requirements and Schedule). Company agrees to access the Facilities and perform the Work without interfering with the City's use and occupancy of the Facilities. If this requires the Company to perform Work on an overtime basis, the Company shall be responsible for all associated costs with performing the Work and the City shall have no obligation or liability for the Company's increased cost necessary to comply with this provision.

(b) Company shall perform the Work under this Contract in such a manner so as not to harm the structural integrity of the buildings or their operating systems and so as to conform to common engineering practice further set out in ANSI, ASTM, ASHRAE and ASME, and the requirements specified in Schedule F. Company

shall repair and restore to its original condition any area of damage caused by Company's performance under this Contract. City reserves the right to direct Company to take certain corrective action if the structural integrity of the Facilities or its operating systems are harmed. All costs associated with such corrective action to damage caused by Company's performance of the Work shall be borne by Company.

(c) Company shall remain responsible for the professional and technical accuracy of all services performed, whether by Company or its subcontractors or others on its behalf, throughout the Term of this Contract.

(d) Company shall prepare, for written approval by the City, working drawings and specifications setting forth in detail the requirements of the construction and installation of the CMs in accordance with the Contract Documents. The Company shall provide all 30%, 60% and 90% drawings. The final engineering and design drawings shall be submitted to the City for written approval prior to commencement of any construction under this Contract. City shall respond in writing with approval or disapproval. Company shall not proceed with construction or installation until the drawings shall have been approved by the City. City shall not unreasonably delay its approval of the engineering and design drawings. Design and engineering documents shall include all drawings, specifications, schedules, diagrams and plans, and such content and detail as is necessary to properly complete the construction of the Work, and shall provide information customarily necessary for the use of such documents by those in the building trades. Where required by law, the design and engineering document must bear the stamp of a registered professional engineer or seal of architects licensed by the State of Florida.

(e) The City shall not, by virtue of review and approval of design drawings in any way take responsibility for the completeness, accuracy or effect of the drawings nor shall City in any way, by review or approval, certify that the design drawings are adequate for the purposes created. City shall assume no liability for the accuracy or compliance of the drawings by any act, right or responsibility the City exercises under the provisions of the Contract Documents and all responsibility, liability and indemnification obligations for the design documents remain exclusively with Company.

Section 4.2. <u>Substantial Completion of CM</u>.

(a) When Company considers the CM to have been substantially completed in accordance with all requirements of the Contract Documents, Company shall provide City with a written request for substantial completion inspection. Within ten (10) business days from receipt of Company's written request, City will make an inspection to determine whether the CM installation is complete. If City determines the CM installation is not complete, City will provide Company with a specific material performance deficiency list of all items that must be corrected or

completed before City would consider the CM complete. City shall not unreasonably delay providing a specific material performance deficiency list. Once Company has completed all items on the deficiency list, Company can request a second inspection by City to verify the CM is complete. The re-inspection shall occur within ten (10) business days and a written response within fifteen (15) business days.

(b) The Parties intend that City's acceptance of Substantial Completion will be executed for the CM installation as soon as the installation is complete and beneficial use is provided. However, it is anticipated and agreed that City may require use of the installed and completed CM prior to the execution of the Substantial Completion or Certificate of Acceptance.

(c) Correction of the Work: The City shall have the right and authority to reject Work which does not conform to the Contract Documents. The Company shall promptly correct the Work rejected by the City for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within the warranty period set forth in Section 5.10. The provisions of this Section shall apply to Work done by subcontractors as well as to Work done by Company employees.

If the Company fails to correct the Work, or any portion thereof, that is not in accordance with the Contract Documents or fails to carry out Work or provide information in accordance with the Contract Documents, and, the Company, after receipt of written notice from the City either, (i) has not cured such failure within seven (7) days or (ii) if the nature of the failure is such that is not capable of cure within seven (7) days, has not reached agreement with the City for a plan to cure such failure or has not commenced and diligently and continuously pursued the cure of such failure in accordance with such plan within such seven (7) day period, the City, by written order to the Company may order the Company to stop the Work or any portion thereof, until the cause for such order has been eliminated or the Company has provided the City with a plan for corrective action acceptable to the City in its sole judgment.

(d) Startup/Commissioning. The Company shall conduct a thorough and systematic performance test of each element and total system of the installed CMs in accordance with Schedule L, (Company Test and Balance and Commissioning Responsibilities), and demonstrate, to City's satisfaction, that all CMs comply with the requirements of the Contract Documents. The tests shall be performed by the commissioning entity designated in the Contract Documents, or, if no commissioning entity is designated, a qualified commissioning entity acceptable to the City. The Company shall provide to City advance written notice of at least ten (10) business days prior to conducting the schedule commissioning tests. The City shall have the right to designate representatives to be present at any or all

such tests, including representative of the manufacturers of the CMs. The Company or its subcontractors shall correct or adjust all deficiencies in operation of the CMs identified during the course of the tests described in this section. The Company shall provide the City a description of the ongoing training requirements for the Facilities operations and maintenance personnel necessary to maintain proper CM performance after Final Acceptance.

(e) Final Acceptance. All CMs shall be deemed to be installed and completed once such final inspection has occurred and no additional non-warranty items have been addressed, all applicable permits have been closed, a conditional release of lien has been provided by Company, and all operation and maintenance, equipment warranties, test and balance reports, commissioning reports have been received and accepted by City. At such time, City will provide the Company a signed Certificate of Acceptance in the format set forth in Exhibit III, which shall establish the Commencement Date.

Section 4.3. Maintenance. Company shall not provide any maintenance service, repairs, and adjustments to the CMs other than as provided in Schedule I unless expressly authorized under a separate, future service and repair agreement in writing between the parties or a dully authorized scope of work amendment to this Contract. This agreement contemplates, though does not at the time of execution provide for, any maintenance service agreement between the parties.

Section 4.4. Records and Data.

(a) City has furnished or shall furnish (or cause its suppliers to furnish) to Company, upon its request, all of its records and complete data concerning energy or water usage and energy/water-related maintenance for the Facilities described in Schedule A. During the Term, City will provide Company copies of all bills relevant to CMs on a regular basis so that Company may provide the Cost Savings report identified in subsections 4.3(b) and 5.3 below.

(b) The reports to be issued by Company to City are more particularly delineated in Schedule K (Company Measurement and Verification Plan to Monitor Savings). At a minimum, Company shall provide an annual Cost Savings and reconciliation report under Schedule C (Savings Guarantee) calculated in accordance with Schedule E (Savings Calculation Formula).

(c) Company shall also furnish City with a full set of diagrams, instructions, manuals, reports and other documentation needed to maintain and operate the CM.

(d) If this Contract is terminated for any reason, all finished or unfinished documents, data, studies, correspondence, reports and any other products, including engineering and architectural drawings and designs described more specifically in Section 4.1, above prepared for the purpose of performing this Contract and for which payment has been received by Company, shall be made available to, or

delivered to, City for its use and shall become the property of the City, which documents, data, studies, correspondence, reports and any other products City may use for its purposes.

(e) Company acknowledges that information submitted to the City in the course of the Work or information about or related to the Company or the Project in the City's possession may be subject to disclosure under State Freedom of Information laws. In the event that such a request for disclosure is made, City shall make reasonable efforts to notify company of such request prior to disclosure of the information so that company may take such action as it deems appropriate.

(f) Company shall be subject to audit by the City or its designee. City shall have the right upon reasonable notice to have its employees or agents inspect all of the books and records of Company, its subcontractors, agents or assigns relating to this Contract at Company's principal place of business during City's normal business hours. In each sub-contract, Company shall include this "open book" provision as described in this Section to bind and place sub-contractors on notice of the requirements.

(g) If City receives a public records request related to the Contract, Company shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. Company acknowledges that Company information submitted to the City in the course of the Work or information about or related to the Company or the Project in the City's possession may be subject to disclosure under public freedom of information laws. In the event that such a request for disclosure is made, City shall make reasonable efforts to notify Company of such request prior to disclosure of the Information so that Company may take such action as it deems appropriate.

Section 4.5. <u>Maintenance and Training</u>. Company shall conduct the maintenance and training described in Schedule I (Company's Maintenance and Training Responsibilities) hereto. The training specified in Schedule I must be completed prior to acceptance of the CMs. Company shall provide ongoing operation and maintenance of the Facilities during construction, or as otherwise specifically provided in Schedule I, (Company's Maintenance and Training Responsibilities). Company shall also provide training in accordance with Schedule I and whenever needed for City or its designated maintenance contractor to provide continued, manufacturer and equipment warranty and operational maintenance services at no additional cost to Cityty.

Section 4.6. <u>Performance Measurement Services</u>. Company shall provide ongoing performance measurement services during the contract term, beginning on the Commencement Date and continuing through the end of the Contract Term. Performance measurement services shall be conducted as described in Schedule K, (Company Measurement and Verification Plan to Monitor Cost Savings).

Section 4.7. Permits and Approvals. Company shall be responsible for both the costs and the administrative process for obtaining all governmental permits and approvals as may be required for installation of the CM and for the performance of its obligations hereunder, except for those governmental permits and approvals which only the City, as facility owner, can apply for. City shall cooperate with Company in obtaining all such permits and approvals. In no event shall City, however, be responsible for payment of any permit fees. The equipment furnished by Company shall at all times conform to all federal, state and local code requirements. Company shall furnish copies of each permit or license which is required to perform the Work to City before Company commences the portion of the Work requiring such permit or license. Any additional Work that is required by any permitting authority to be performed prior to closing permits, as a direct result of Company's installation of the CM shall be considered within the scope of Work under this Contract

SECTION 5. PAYMENTS TO COMPANY

Section 5.1. Energy Performance Savings Guarantee. Company has formulated and provided a written Savings Guarantee that the Cost Savings, calculated in accordance with Schedule E, will meet or exceed the costs of the Project and the estimated cost savings set forth in the Audit pursuant to § 489.145(4)(c), Florida Statutes, and that the amount of any actual annual savings meet or exceed total annual contract payments made by the City for the Contract pursuant to § 489.145 (3)(d)(2), Florida Statutes. This Savings Guarantee is being given by Company based on the project economic analysis contained on page 7 of the IGA. The Savings Guarantee is attached as Schedule C, providing the annual level of Cost Savings to be achieved as a result of the Conservation Measures provided for in this Contract and in accordance with the Savings Calculation Formula as set forth in Schedule E, which is calculated in compliance with Florida law. The Savings Guarantee is set forth in annual increments for the term of the Contract as specified in Schedule C and has been structured so as to be sufficient to cover any and all annual payments required to be made by the City to cover the Project Costs.

Section 5.2. Measuring Cost Savings. The Company will measure the Cost Savings using the cost savings formula set forth in Schedule E and the monitoring and verification plan set forth in Schedule K. Company will ensure that the reported Cost Savings have in fact been realized or the provisions of Section 5.3(b) shall apply. The Cost Savings shall be based on the Federal Energy Management Program's (FEMP) *M&V Guidelines: Measurement and Verification for Federal Energy Management Projects version 3.0.* Notwithstanding the forgoing provisions, the City is free, at its option and cost, to require third-party verification of Company's measurement and verification data and conclusions that Company shall provide in conformance with and as provided for in this agreement. If the Measurement and Verification data provided by the Company, included its conclusions and supporting information, are discrepant or vary from the data and conclusions observed and calculated by the independent-third party, the Parties agree to attempt to resolve the discrepancy through self-mediation prior to initiating any legal proceedings under Applicable Law.

Section 5.3. Annual Reconciliation.

(a) Reconciliation Reports. Pursuant to § 489.145(5)(e), Florida Statutes, Company is required to provide to City an annual reconciliation of the Cost Savings. Within sixty (60) days after of each year beginning on the Commencement Date, Company will deliver to City an Annual Reconciliation report for such calendar year, reflecting the amount guaranteed and the amount of actual Cost Savings achieved. Upon delivery of the report and all supporting documentation, City will have sixty (60) days to accept or reject the report. City shall provide written notice of such rejection, within the stated acceptance period, specifying the basis of the deficiency. Company shall have thirty (30) business days to cure such deficiency and deliver to City a corrected reconciliation report. The Annual Reconciliation report verification requirements of the Measurement and Verification Plan (M&V Plan) shall be in the form attached, in Schedule K (Company Measurement and Verification Plan to Monitor Cost Savings)

(b) Annual Review and Reimbursement/Reconciliation, Savings Shortfall and Excess Savings. If the Annual reconciliation report shows that the Company has failed to achieve the annual Savings Guarantee specified in Schedule C and, upon written request by the City, the Company will pay the City the difference between the annual amount guaranteed and the amount of actual Cost Savings achieved at the Facilities in accordance with the provisions of Schedule C. The Company shall remit such payment to the City within thirty (30) days of written notice by the City of such monies due. When the total Actual Cost Savings in any one year during the Savings Guarantee period exceed the Guaranteed Savings as set forth in Schedule C, such Annual Excess Savings shall inure solely and exclusively to the benefit of the City and shall not be used as a reimbursement to the Company for payment of shortfalls paid by Company in any prior years.

(c) Annual Excess Savings. "**Excess Savings**" shall mean the monetized value by which the measured, actual Cost Savings achieved exceed the Guaranteed Savings in any one year. Any Excess Savings will accrue to the City, as provided in Section 5.3(b).

Section 5.4. City Payments. In addition to any required payments the City makes to any lender or finance entity for the principal, interest and finance costs associated with the full cost of the Work, City shall pay Company M&V Fees for the Performance Period of the Contract in accordance with Schedule D (Measurement and Verification Fees), and said M&V Fees, together with the Contract Price, and related financing costs , shall not exceed the extent of actual annual savings in accordance with the Act. All other payment and contract provisions of § 287.058(1), Florida Statutes, are incorporated herein by reference. When there exists a material conflict between the terms of the Statute and the Contract, the Statute shall control. City shall not make payments for Measurement and Verification Fees until the Acceptance Date. City shall pay Company pursuant to § 215.422, Florida Statutes. The Parties agree that (i) at least one twentieth of the Project Costs must be paid within two years from the Commencement Date by City, using straight-line amortization for the term of the loan, (ii) the remaining costs are to be paid at least quarterly, not to exceed a 20-year term, based on life cycle cost calculations, and (iii) the Cost Savings are guaranteed to the extent necessary to make payments.

Section 5.5. Financing. In the event the City enters into a separate Financing Agreement with a third party, such Financing Agreement shall be incorporated herein as Schedule J (Financing Agreement). Should the City obtain financing through a General Obligation Bond, (GO Bond), the bond information, including an amortization schedule, shall be referenced in Schedule J. In either such event, the Financing Agreement or General Obligation Bond, constitutes City's source of funding for its obligations under this Contract. The Energy and Water Savings Performance Contract (Contract) will have been executed prior to or contemporaneous with the financing instrument contained as Schedule J and the City shall have no obligation under this Contract until there has been full execution and necessary municipal approvals of the Finance Instruments in accordance with any applicable state or local law, regulation, policy or ordinance and disbursement of funds under that Agreement.

Section 5.6. Current Expense. City's obligations hereunder constitute a current expense that is payable exclusively from Legally Available Funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither City nor the State nor any political subdivision or County thereof has pledged any of its full faith and credit or its taxing power to make any payments under this Contract.

Section 5.7. Baseline Costs. Actual savings are measured against baseline costs, the expenses that the City would have incurred had the Project not been implemented. The Parties agree that baseline costs shall be calculated using the Baseline set forth in Schedule G, (Baseline), which has been based on the Federal Energy Management Program's (FEMP) *M&V Guidelines: Measurement and Verification for Federal Energy Management Projects version 3.0.* Details of the Measurement and Verification methodology shall be in accordance with Schedule K, (City Measurement and Verification Plan to Monitor Cost Savings).

Section 5.8. Project Costs. Project costs, for the purpose of calculating the Savings Guarantee shall include:

(a) Engineering/design costs for all ECMs;
(b) Construction, installation or implementation costs for all ECMs;
(c) Construction Management Fees for the Project, including contractor overhead and profit;
(d) Commissioning costs for all ECMs;
(e) Finance costs, including interest and financing fees;
(f) Annual Company, City and third-party costs, including:
    (i) Measurement and Verification;
    (ii) Operations and maintenance costs;
    (iii) Performance monitoring;
    (iv) Ongoing training services;
(g) Third-party verification, annual City costs associated with on-going operations, maintenance, training, certification, replacement or repair of each individual ECM.

SECTION 6. FISCAL FUNDING

Section 6.1. Annual Appropriations. City's performance and obligation to make payments under this Contract is contingent upon an annual appropriation of funds by its governing body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Contract for each and every Fiscal Year following the initial Fiscal Year in which the Contract is in effect.

Section 6.2. City's Intent to Request Appropriations and Make Payments. City intends for this Contract to continue until all payments contemplated under Section 5 have been satisfied. The Parties acknowledge that appropriation for such payments is a governmental function that City cannot contractually commit the governing body of City to perform and this Contract does not constitute such a commitment. City, however, reasonably believes that money in an amount sufficient to make all payments can and will lawfully be appropriated and made available to permit continued utilization of the CM in the performance of its essential function during the Term.

Section 6.3. Notice of Non-Appropriation. City, upon learning that sufficient funds will not be available to continue its full and faithful performance under this Contract, shall provide prompt written notice to Company.

Section 7. TERMINATION

Section 7.1. Termination for Non-Appropriation. This Contract shall immediately terminate if Non-Appropriation has occurred. The termination shall be effective as of the last day for which funds were appropriated. In the event that necessary and required appropriations have not been adopted by the governing body of City prior to expiration of a Fiscal Year, and the Notice of Non-Appropriation is not yet due under Section 6.3, the Term will be deemed extended and renewed pending the enactment of such appropriations act. If any payments are due under this Contract during such period, such Term will be extended and renewed only if: (a) an interim or emergency budget implemented by the governing body of City pending enactment of a final budget makes available to City money that may legally be used to make payments during such period; or (b) sums are otherwise available to make such payments.

Section 7.2. Company Option to Terminate the Contract. In the event of a termination under Section 7.1 above, Company may elect to terminate this Contract. This election shall be made by written notice to City within thirty (30) days after the Non-Appropriation has occurred and shall be effective upon the last day of the Fiscal Year for which funds were not appropriated. Upon the effective date of the termination, City shall pay to Company any payments that are due and have not been paid at or before the end of its then current Fiscal Year with respect to this Contract.

Section 7.3. Termination Upon Default. This Contract is also subject to termination upon the occurrence of an Event of Default, as provided in Section 14 below.

Section 7.4. Effect of Termination. No additional design, construction or implementation shall be done for any CM after any termination due to Non-Appropriation or Event of Default.

SECTION 8. WARRANTIES

Section 8.1. Equipment Warranties. Company covenants and agrees that all materials and equipment to be installed as part of this Contract shall be new, in good and proper working condition and protected by original equipment manufacturer (OEM) written warranties covering all parts and equipment performance for a period of one year from the date the City issues a Certificate of Acceptance, except in the event that Company further agrees to warranty certain specified Equipment for longer terms, as mutually agreed and stated in Exhibit I (Equipment Warranties). Company further agrees to deliver to City for inspection and approval, all such written warranties. Prior to issuance of the Certificate of Acceptance, Company shall be solely responsible for processing all warranty claims.

All warranties shall be transferable and extend to City. Upon completion of the construction, installation and acceptance of the Work, the Company shall take all steps necessary and execute all required documents to transfer the warranties to the City. The warranties shall specify that only new, and not reconditioned parts, may be used and installed when repair is necessary.

Nothing in this Section shall be deemed to extinguish or relieve Company of any other implied or express remedies provided for in the Contract Documents or by Applicable Law. Company warrants that the equipment and materials installed under this agreement are fit for their particular purposes.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve Company from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Schedules.

Section 8.2. Labor Warranties. Company warrants that all Work performed under this Contract complies with customary, reasonable and prudent standards of care in accordance with standards in the industry and are performed in a professional manner and consistent with City supplied specifications and standards.

SECTION 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 9.1. Indemnification by Company. The Company agrees to assume all risk of loss and to defend, indemnify and hold the City and its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to or destruction of property (including property of the City) because of the Company's, its agents, employees, subcontractors and assigns negligent or intentional acts or omissions. In the event that any demand or claim is made or suit is commenced against the City, the Company shall give prompt written notice thereof to the City and the Company shall have the right to compromise or

defend the same to the extent of its own interest. Any settlement or comprise by the Company shall be ineffective as to its obligations under this Section unless and until a release of claims discharging the City is executed in lawful form by the claimant. The Company agrees to maintain all required insurance as specified in Section 12 of this agreement.

SECTION 10. OWNERSHIP

Section 10.1. Ownership of Certain Proprietary Property Rights. Except as otherwise provided in this paragraph, City shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the CMs. Company shall grant to City for the useful life of the CM any and all software or other intellectual property rights, licenses or authorizations reasonably necessary for City to continue to operate, maintain, and repair the CM in a manner consistent with Contract requirements.

Section 10.2. Ownership of Existing Equipment. Ownership of the equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of City even if it is replaced or its operation made unnecessary by Work performed by Company pursuant to this Contract. Company shall be responsible, at its sole cost for the disposal of all equipment and materials designated by City as disposable off-site in accordance with all applicable laws and regulations regarding such disposal, provided, however, that Company shall not be responsible for the disposal of any hazardous materials except as provided in the scope of Work and where such removal, transportation and disposal of the specified Hazardous Materials is necessary or incidental to prosecution of the Work.

Section 10.3. Ownership of Installed Equipment; Risk of Loss. Upon the issuance of a Certificate of Acceptance for the Work, City shall have all legal title to and ownership of all underlying equipment, subject to any security interests of any lender, and Company shall take all actions necessary to vest such title and ownership in City. Prior to the date upon which the City executes a Certificate of Acceptance, the risk of loss or damage to all equipment and materials, included those installed, stored on site, or in transit, shall be the responsibility of Company, and Company shall be responsible for filing, processing and collecting all damage claims.

Section 10.4. Patent and Copyright. Company, without exception, shall indemnify, defend and hold harmless City and its employees, agents and assigns, to the extent and in the manner provided for in Section 9, from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article supplied by Company. Company has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by Company to the extent that such actions are taken by the City. City will provide prompt written notification of a claim of copyright or patent infringement and will afford Company full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending Company may, at its options and expenses procure for City the right to continue use of replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, City agrees to return the article upon request to Company and receive reimbursement. If Company uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the

Company shall solely bear the costs of all licenses, fees, royalties or costs arising from the use of such design, device, or materials in any way involved in the Work.

SECTION 11. FACILITIES MAINTENANCE AND EQUIPMENT SERVICES

Section 11.1. Maintenance Procedures. City agrees that it shall adhere to, follow and implement the maintenance procedures and methods of operation recommended in the equipment manufacturers' maintenance manuals, common and recommended industry practices, and other mutually agreed maintenance procedures, once Company's Maintenance obligations underthis Contract and Schedule I have expired.

Section 11.2. Changes to CM and Facilities by City. City shall not move, remove, modify, alter, or change in any way the CM or any part thereof without the prior written approval of Company, which consent shall not be unreasonably withheld or delayed. City agrees to maintain the Facilities in good repair and to protect and preserve all portions thereof that may in any way affect the operation or maintenance of the CM. If Company contends that City is not performing maintenance responsibilities, or that City has made any other material changes, including a change in manner of use, hours of operation for the equipment, permanent changes in the comfort and service parameters, occupancy or structure of the Facilities, types and quantities of equipment at the Facilities, then Company shall submit a report to City and upon which the City and Company shall mutually agree on what, if any, adjustments to Baseline will be made. If applicable, the Baseline may also be adjusted to reflect: changes in occupied square footage; changes in energy-consuming equipment; changes in use of the Facilities; and changes in occupancy census.

Section 11.3. Changes to CM by Company. Notwithstanding anything to the contrary in this Contract or elsewhere, Company may, subject to City's prior written approval, change the CM, revise any procedures for the operation of the equipment or implement other saving actions in the Facilities, provided that (i) such modifications or additions to, or replacement of the CM, and any operational changes, or new procedures are necessary to enable Company to achieve the savings at the Facilities; (ii) the City operations are not unfavorably affected; and (iii) any cost incurred relative to such modifications, additions or replacement of the CM, or operational changes or new procedures shall be the responsibility of Company. All modifications, additions or replacements of the CM or revisions to operating or other procedures shall be made by written amendment to this Contract pursuant to § 255.258, Florida Statutes.

SECTION 12. PROPERTY/CASUALTY/INSURANCE

Section 12.1. Insurance. Company shall, at its own expense, procure and maintain, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Company 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.

(a) Evidence of Insurance.

As evidence of compliance with the insurance required herein, Company shall furnish the City with:

(1) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy signed by an authorized representative of the insurer(s) verifying General Liability coverage.;

(2) the original of the policy(ies); or

(3) other evidence satisfactory to City. Such evidence shall include thirty (30) days written notice of cancellation to the City for all coverage

Until such insurance is no longer required by this Agreement, Company shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(b) Workers' Compensation Insurance.
Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. 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

The policy must be endorsed to waive the insurer's right to subrogation against City and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (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.

(c) General Liability Insurance.
Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City and the City's 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 Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

(d) 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) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos of the Company. 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:

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

(e) Pollution Legal Liability.
Such insurance shall cover the Company for liability resulting from pollution or other environmental impairment arising out of, or in connection with work performed on the premises by the Company or subcontracted by the Company including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions relating to Company's Work, as provided for under this Contract. 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.

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

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The City and the City's officials, officers, and employees shall be included as an

"Additional Insureds" on the policy.

(f) Professional Liability.
Such insurance shall be on a form acceptable to the City and shall cover Company for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. 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.

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

$ 2,000,000 Each Claim
$ 2,000,000 Annual Aggregate

(g) Property.
Company shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on all construction, additions, modifications, machinery, and equipment to be installed in connection with the Agreement. The policy shall be issued on a non reporting form of policy.

The amount of the property insurance shall be no less than the total estimated replacement cost at the time of the City's Final Acceptance of such construction, addition(s), modification(s),building(s), structure(s), machinery, and equipment.

The maximum deductible for other than windstorm or hail shall be $10,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be the greater of $20,000 or 5% of the Contract Price. Company shall pay on behalf of the City any such deductible.

The property policy(ies) must be endorsed to include the City as an additional insured as their interests may appear and to waive the insurer's right to subrogate against the City, and its officials, officers and employees.

(h) General Conditions.
The insurance provided by the Company shall apply on a primary basis. Any insurance maintained by the City shall be excess of and shall not contribute with the insurance provided by the Company.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by the Company shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit the

application of a deductible or permit the Company to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. The Company shall pay on behalf of the City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against the City or the City's officials, officers and employees.

All Insurance policies provided by the Company shall be endorsed to provide the City with thirty (15) days' notice of cancellation

In the event, ~~CONTRACTOR~~ Company is unable to comply with the requirement of providing a notice of cancellation endorsement for any of the required insurance policies, Company will provide a separate written agreement, acceptable to CITY, between the CITY and Company's insurance agent providing that Company's insurance agent will provide prior written notice to the CITY of the cancellation, termination or nonrenewal of any policies of insurance required by this Section 12 ~~Article 17~~. Such agreement will be signed by an authorized representative of the insurance agent with the appropriate authority to make such commitment on behalf of the insurance agent. Such notice to CITY shall be provided within five (5) days of the Company's insurance agent receiving knowledge of any such pending cancellation, termination or nonrenewal. Further, in the same written statement, Company's insurance agent shall agree to notify CITY, in writing, if they cease to become the agent of record for any insurance policies required by Article 17.

Compliance with these insurance requirements shall not limit the liability of the Company. Any remedy provided to the City by the insurance provided by the Company shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Company) available to the City under this Agreement or otherwise.

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

Section 12.2. Additional Waivers. The City and Company waive all rights against (1) each other and any of their subcontractors, subcontractors' agents, and employees each of the other, and (2) the separate contractors if any, and any of their subcontractors, subcontractors' agents, and employees, for damages caused by fire or other causes of loss to the event covered by property insurance obtained pursuant to sub-article 12.1(g) (Builder's Risk), or other property insurance applicable to the Work, provided such waiver does not compromise coverage under such insurance coverage. The City or Company, as appropriate, shall require separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The required Builder's Risk policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation

shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

SECTION 13. PERFORMANCE AND PAYMENT BOND – SECURITY FOR PERFORMANCE

Section 13.1. Bonds required.

(a) Bonds Required. Within fifteen days after receipt of the Contract, Company 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 amount of the Cost of the WorkIn addition, the Company shall provide a Performance Bond, in the full amount of the Guaranteed Savings over the Term, as that amount is described in Schedule C (Savings Guarantee).

(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 the following minimum ratings by A. M. Best Company: Best's Rating Classification: A- or better; Financial Size Category: 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 Company 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 Company 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) 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.

Section 13.2. Corporate Guaranty. The Company shall cause the Corporate Guaranty to be provided and maintained by the Guarantor during the Term hereof in the form set forth in Exhibit II hereto.

SECTION 14. EVENTS OF DEFAULT

Section 14.1. The following are events of default under this Contract:

(a) Any failure by either Party to pay any payment required to be paid when due. City's failure to pay for reason of Non-Appropriation shall not constitute an event of default, and shall be governed by Sections 6 and 7 of this Contract.

(b) Any failure by either Party to observe and perform any material covenant, condition or agreement on its part to be observed or performed hereunder or under this Contract, other than as referred to in Clause (a) of this Section.

(c) Company initiates a proceeding in any court, seeking liquidation, reorganization, debt arrangement, dissolution, winding up, appointment of trustee, receiver, custodian, or the like for substantially all of its assets, and such proceeding continues undismissed, unstayed and in effect for a period of 90 consecutive days; or an order for relief is entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect.

(d) Company attempts to assign its rights and obligations under this Contract without the express, written consent of the City.

(e) Company is determined to have made an untrue, false, or misleading statement or provided untrue, false, or misleading information in the procurement, selection or contracting process, prosecution of the Work or its continuing performance obligations under the terms of the Contract Documents.

(f) Any representation or warranty of either Party hereunder and/or under the Corporate Guaranty was false or inaccurate in any material respect when made, and, as a result, the legality of the Contract or the Corporate Guaranty or the ability of either of the Parties to carry out its obligations thereunder is adversely affected.

(g) If an event of default arises pursuant to the terms of the Corporate Guaranty and in accordance thereof.

SECTION 15. REMEDIES UPON DEFAULT

Section 15.1. Opportunity to Cure Defaults. Each Party shall have a period of thirty (30) days after being notified of an event of default to cure said default, provided that the Party has not already failed to cure a default under the terms of this Contract.

Section 15.2. Required notice upon default. A Party which has reason to believe that the other Party is in default under Section 14 of this Contract shall provide written notice to the defaulting Party in accordance with Section 19.10 of this contract. The notice shall contain the nature and extent of the default and the date(s) upon which the default began, to the extent such dates are ascertainable by reasonable effort.

Section 15.3. Remedies upon Default by City. If a default by City is not cured in accordance with Section 15.1, Company may, without a waiver of other remedies which exist in law or equity, exercise all remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by City, and/or for damages. Amounts to be paid and recoverable under this Section shall be expressly limited to the amounts due through and upon the Date of Termination and City shall incur no costs for additional Work or performance under the service provisions of the Contract Documents beyond the Date of Termination.

Section 15.4. Remedies Upon Default by Company. If a default by Company is not cured in accordance with Section 15.1, City shall have the following remedies in law or equity:

(a) City may exercise any and all remedies contained in any of the Contract Documents, at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred in exercise of its remedy. City may make all appropriate claims against the Bonds provided in accordance with Section 13.

(b) City may take any and all steps necessary to cure Company's default including the hiring or contracting of third parties to fulfill Company's obligations as those obligations are defined in and throughout the Contract Documents. In the event

City takes any action to effect such cure, Company shall be obligated to reimburse City for its costs.

SECTION 16. ASSIGNMENT

Section 16.1. Assignment by Company. Company acknowledges that City is induced to enter into this Contract by, among other things, the professional qualifications of Company. Neither this Contract nor any right or obligation hereunder shall be assigned in whole or in part to another firm, without the express prior written approval of City.

Notwithstanding the provisions of this section, Company shall remain jointly and severally liable with its assignees(s), or delegee(s) to City for all of its payment obligations under Schedule C, Savings Guaranty.

Notwithstanding the provisions of this section, Company shall remain jointly and severally liable with its assignees(s), or delegee(s) to City for all of its payment obligations under Schedule C, Savings Guaranty, provided, however, that the City shall look first to the assignee(s) for such Savings Guaranty. If the assignee(s) do not properly perform their obligations under the Savings Guaranty within fifteen (15) calendar days from such demand, the City may then seek payment from the Company.

Section 16.2. Assignment by City.The City may assign its rights, title and interest in this agreement to any successor in interest who takes legal or beneficial title in the Facilities, or to any governmental or corporate body which assumes the functions of the City by operation of law.

SECTION 17. DISPUTE RESOLUTION, JURISDICTION AND VENUE

The Parties agree that in the event any claim or dispute arise under the terms of this Contract, that they shall use their best efforts to resolve the same. If however, a dispute arising under the Contract remains after the Parties best efforts to resolve it, and either of the Parties elects to bring a claim or file suit or any legal proceeding, the Parties expressly acknowledge and agree that such claim or legal proceeding or cause of action shall be filed, remain, tried and resolved in the State Courts of the State of Florida in St. Lucie County. The Parties expressly waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue.

SECTION 18. REPRESENTATIONS AND WARRANTIES

Section 18.1. Mutual Representations. Each Party warrants and represents to the other that:

(a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

(b) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

(c) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

(d) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

Section 18.2. City Representations. City hereby warrants and represents that:

(a) it has provided or shall provide timely to Company, all records relating to energy and/or water usage and energy/water-related maintenance of Facilities requested by Company and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects; and

(b) it has not entered into any leases, contracts or agreements with other persons or entities regarding the leasing of efficiency equipment or the provision of energy/water management services for the Facilities or with regard to servicing any of the related equipment located in the Facilities except as disclosed to Company otherwise covered by the terms of this agreement.

Section 18.3. Company Representations. Company hereby warrants and represents that:

(a) before commencing performance of this Contract it shall have (i) become licensed or otherwise permitted to do business in the State of Florida, and (ii) provided proof and documentation of required insurance pursuant to Section 12, and (iii) made available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;

(b) it shall use qualified subcontractors and delegees, approved by City and licensed and bonded in the State of Florida to perform the Work so subcontracted or delegated in accordance with the contract documents pursuant to the terms hereof;

(c) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to perform its obligations under this Contract.

SECTION 19. MISCELLANEOUS

Section 19.1. Waiver of Liens. Company shall obtain and furnish to City a Waiver of Liens from each subcontractor, vendor, material manufacturer and laborer in the supply, installation and servicing of each CM. Should liens or claims be filed against the Facilities by reason of Company's acts or omissions, Company shall cause same to be discharged by bond or otherwise within ten (10) days after filing.

Section 19.2. Compliance with Law and Standard Practices. Company shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices, and in compliance with any City safety rules and practices.

Section 19.3. Hazardous Materials. Upon discovery of the suspected or real presence of asbestos or other hazardous materials, and upon determining the need by the Company to disturb such asbestos or other hazardous materials as part of the Work, the Company shall immediately notify the City of such discovery. The City will quickly endeavor to identify and, if necessary, remove asbestos, following the City's established procedure, to the extent necessary for the Company to safely perform the Work or to a further extent if the City deems necessary or preferable. In no event shall Company take title to such removal of asbestos or other hazardous materials found while performing Work.

Company shall not use, store, dispose of or otherwise handle any Hazardous Substance (as defined in 42 U.S.C. Sections 9601, 9603, 6921, 7412, 49 U.S.C. Sections 1802 and 33 U.S.C. Sections 1321 and 1317 as now or hereinafter amended) or Hazardous Material in or on the Facilities except in a lawful manner and so as not to cause City any cost, loss, obligation or liability or expose City to any claim or suit with respect to same. "Hazardous Materials" shall mean petroleum, or any fraction thereof, asbestos, polychlorinated biphenyls, or any other substance identified either as a "hazardous substance", "hazardous waste", "pollutant", "contaminant" or other similar term in any applicable federal, state or local law or regulation, as such law or regulations may be now or hereafter amended.

Notwithstanding any other provision of this Contract, it is acknowledged by the Parties that the removal, replacement, or improvement of certain ballasts and lamps containing Hazardous Materials is a known, incident to and included as a part of the Company's performance of the Work as described in the Contract Documents. Nothing in this Section shall relieve the Company of its obligation to properly remove, transport and dispose of such Hazardous Material in accordance with Applicable Law and the requirements of the Contract Documents. The removal, transportation and disposal shall be included within the Cost of the Work under this Contract and subject to the provisions of calculating total Project Costs and the Savings Guarantee.

Section 19.4. Independent Capacity of Company. The Parties agree that Company, and any agents and employees of Company, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of City.

Section 19.5. No Waiver. The failure of either Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or

relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract. No right of either Party hereto shall be deemed to have been waived by non-exercise thereof, nor shall the exercise of any right of a Party pursuant to this agreement deem to have become effective unless and until such waiver is reduced to writing and executed by the Party entitled to exercise such right.

Section 19.6. Severability. In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court or agency having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

Section 19.7. Complete Contract. This agreement contains all the terms and conditions agreed upon by the Parties. This agreement may only be modified or amended upon mutual written consent of the Parties and subject to all required governmental approvals. No prior, contemporaneous or subsequent oral agreements or representations shall be valid or binding upon the City or the Company, nor shall any written agreements, assurances, memoranda or other documents be binding upon the Parties with respect to the Project unless the same are included within the Contract Documents or incorporated by reference therein clearly on the face of the Contract Document incorporating such written agreements, assurances, memoranda or other document.

Section 19.8. Further Documents. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 19.9. Applicable Law and choice of venue. This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida. The Parties agree without reservation of any rights under federal or state law, that in any litigation arising under this Contract, that the Parties waive the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in the State Courts of Florida, St. Lucie County.

Section 19.10. Notice. Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, or delivered to a nationally recognized express mail service, postage prepaid to the address shown below or to such other persons or addresses as are specified by similar notice.

TO COMPANY: BGA, Inc.
2101 W. Dr. Martin Luther King Jr. Blvd, Suite 110
Tampa, FL 33607
Attention: Andre Leblanc, Director, Operations

TO CITY: Robert J. Bradshaw, City Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954

Section 19.11. Legal Requirements. County shall consider the employment by Company of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Notwithstanding the Events of Default and Termination provisions of this contract, such violation shall be cause for unilateral cancellation of this Contract. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded or perform Work as a company, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287, Florida Statutes.

Wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of this Contract.

Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Company to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Company any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, City shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 19.12. Public Records. City shall have the right of unilateral cancellation for refusal by Company to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by Company in conjunction with this Contract.

Section 19.13. Force Majeure. Neither Party will be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in the United States; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party ("Force Majeure Events"); provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay, provided that in the event Company is delayed in its performance by reason of such cause, no such extension shall be made unless notice thereof is presented by Company to City in writing

within ten (10) business days after the start of the occurrence of such delay, no payment shall be made by City for any fees or expenses incurred by Company by reason of such delay, and Company shall use best efforts to perform its obligations during such period of delay, and notify City of its abatement or cessation.

Section 19.14. Environmental Incentives. The monetized value of payments, credits, rebates or other remuneration for any environmental incentive shall inure entirely to the benefit of the City. Grants, incentives, credits or other payments to the City shall not be used to reduce the Cost of the Work or fees paid during the Performance Period of the Contract to the Company nor may the monetary value or equivalent of such grants, incentives or credits be used in the Calculation of the Savings Guarantee pursuant to Schedules C and E of the Contract.

Section 19.15. Interim Period Savings. The Company shall provide as Schedule M, (Interim Period Savings Calculation), a methodology for measuring or estimating Interim Period Savings, such methodology and schedule to be approved by the City. The monetized value of the Interim Period savings for each unit of fuel/energy/water saved shall inure entirely to the benefit of the City. Interim Period Savings shall not be counted in any stipulated or measured savings within the Contact year as defined under the terms of this agreement.

Section 19.16 Transaction Cost and Third Party Services. The Company shall, upon execution of the Contract, make a payment in an amount not to exceed thirty-five ($30,000.00) thousand dollars, to fund the cost to the City for services provided by third-party consultants utilized by the City in the process of negotiating and verifying the terms, conditions, Measurement and Verification procedures, technical and legal requirements of the Contract DocumentsThe City, in its sole discretion, will select the third-party service providers retained pursuant to this section(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers on the date last executed below

COMPANY:

BGA, INC.

By:_____
Name:_____
Title:_____
Date:_____

CITY:

CITY OF FORT PIERCE, FLORIDA

By:_____
Name:_____
Title:_____
Date:_____

SCHEDULE A

DESCRIPTION OF FACILITIES

SCHEDULE B – CONSERVATION MEASURES TO BE INSTALLED BY COMPANY

SCHEDULE C – SAVINGS GUARANTEE

SCHEDULE D – MEASUREMENT AND VERIFICATION FEES

SCHEDULE E – SAVINGS CALCULATION FORMULA

SCHEDULE F – DESIGN, CONSTRUCTION AND INSTALLATION REQUIREMENTS, CONSTRUCTION FEES AND SCHEDULE

SCHEDULE G - BASELINE

SCHEDULE H – STANDARDS OF COMFORT

SCHEDULE I

COMPANY'S MAINTENANCE AND TRAINING RESPONSIBILITIES

SCHEDULE J – FINANCING AGREEMENT

SCHEDULE K – COMPANY MEASUREMENT AND VERIFICATION PLAN TO MONITOR COST SAVINGS

SCHEDULE L

COMPANY TEST AND BALANCE AND COMMISSIONING RESPONSIBILITIES

SCHEDULE M

INTERIM PERIOD SAVINGS CALCULATION

APPENDIX A

INVESTMENT GRADE ENERGY AUDIT

EXHIBIT I

EQUIPMENT WARRANTIES

EXHIBIT II

CORPORATE GUARANTEE

EXHIBIT III

CERTIFICATE OF ACCEPTANCE

CORPORATE GUARANTY AGREEMENT

THIS CORPORATE GUARANTY AGREEMENT is made as of [_____], 2014 (the "Guaranty Date"), between Consolidated Edison Solutions, Inc., a corporation organized and existing under the laws of the State of New York (together with any permitted successors and assigns hereunder, the "Guarantor"), and the City of Fort Pierce, Florida, a municipal corporation organized and existing under the laws of the State of Florida (the "Beneficiary").

RECITALS

WHEREAS, the Beneficiary and BGA, Inc., a corporation organized and existing under the laws of the State of Florida (together with any permitted successors and assigns hereunder, the "Obligor"), have entered into the Guaranteed Energy and Water Performance Savings Contract (the "Contract") dated of even date herewith, to design, install, and monitor large-scale comprehensive energy- and water-conservation programs at certain Beneficiary-owned facilities (the "Project");

WHEREAS, the Obligor has been duly qualified by the Florida Department of Management Services to conduct the Project; and

WHEREAS, the Beneficiary will enter into the Contract only if the Guarantor guarantees the payment by the Obligor of all of amounts payable under the Contract as set forth in this guaranty agreement (the "Guaranty").

NOW, THEREFORE, this Guaranty is given and delivered by the Guarantor, to the Beneficiary with regard to the Obligor's payment obligations under the Contract in connection with the above-referenced Project. Unless otherwise defined in this Guaranty, all capitalized terms shall have the meaning set forth above or in the Contract.

In consideration of the mutual promises by and between the Parties contained herein, and other good and valuable consideration, receipt of which is acknowledged, Guarantor agrees as follows:

1. The Guarantor hereby represents and warrants that:

(a) The Guarantor is duly organized and validly existing as a corporation under the laws of the State of New York, with full legal right, power and authority to enter into and perform its obligations under this Guaranty, and is qualified to do business in the State of Florida.

(b) The Guarantor has duly authorized the execution and delivery of this Guaranty, and this Guaranty has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium or by general equity principals of reorganization and other similar laws affecting creditors' rights generally.

(c) Neither the execution nor delivery by the Guarantor of this Guaranty nor the performance by the Guarantor of its obligations hereunder (a) to the Guarantor's knowledge as of the Guaranty Date conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Guarantor, or (b) conflicts with, violates or results in a material breach of any term or condition of the Guarantor's organizational documents or any judgment, decree, agreement or instrument to which the Guarantor is a party or by which the Guarantor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument, or (c) to the Guarantor's knowledge as of the Guaranty Date, will result in the creation or imposition of any encumbrance upon any of the assets of the Guarantor except as permitted hereby or by the Contract to be entered into concurrently by the Beneficiary in connection therewith.

(d) No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required of the Guarantor for the valid execution and delivery by the Guarantor of this Guaranty, except such as shall have been duly obtained or made.

(e) There is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the Guarantor's knowledge as of the Contract Date, threatened against the Guarantor which has a likelihood of an unfavorable decision, ruling or finding that would materially and adversely affect the validity or enforceability of this Guaranty. Moreover, to the Guarantor's knowledge as of the Contract Date, there are no material and adverse claims or demands based in environmental tort law, or based on breach of contract, pending or threatened against the Guarantor or Obligor with respect to any energy and water performance services to the general public designed, constructed, maintained and monitored by the Guarantor or Obligor, which has a likelihood of an unfavorable decision, ruling or finding that would materially and adversely affect the validity or enforceability of this Guaranty.

(f) The Guarantor has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Guarantor of this Guaranty.

(g) To its knowledge, the Guarantor is not in material violation of any law, order, rule or regulation applicable to any publicly owned or operated infrastructure or utility providing services to the general public designed and constructed by the Guarantor the violation of which may subject it to any significant regulatory enforcement action.

(h) The Guarantor has reviewed and is fully aware of the terms and conditions of the Contract.

(i) This Guaranty is made by the Guarantor of the payment obligations, terms, provisions, conditions, covenants and agreements associated with the Savings Guaranty of the Obligor pursuant to the Contract (the "Obligations").

2. The Guarantor, for itself and its legal successors and assigns, subject to the terms hereof, hereby absolutely, irrevocably and unconditionally guarantees to the Beneficiary and each of its respective legal successors and assigns, if any, the full, prompt and faithful payment

of the Obligations on the part of the Obligor as provided for in the Contract as those obligations are more particularly described in Schedule C, Savings Guaranty, to the Contract. .

3. If at any time default is made by the Obligor in the payment or performance of any of the Obligations the Guarantor will pay the savings shortfall due the Beneficiary under Section 5.3(b) of the Contract. If application is made to the Guarantor for payment of such amount under the terms of this Guaranty Agreement, and Guarantor fails or refuses to make payment, then the Beneficiary shall be entitled to its costs including but not limited to attorneys' fees, costs, expenses, personnel expenses and costs of collection, that may be payable as a consequence of the non-performance of the Guarantor of its Obligations under this Guaranty Agreement.

4. It shall be an Event of Default upon which the Beneficiary may terminate the Contract in accordance with Section 7.3 of the Contract if any representation or warranty of the Guarantor under this Guaranty was false or inaccurate in any material respect when made, and the legality of this Guaranty or the ability of the Guarantor to carry out its obligations hereunder is thereby adversely affected. The failure of the Guarantor to perform any of the following also shall constitute an Event of Default, upon the occurrence of which the Beneficiary may terminate the Contract without any requirement of having given notice previously or of providing any further cure opportunity as otherwise may be required by the Contract:

(a) the failure to pay or perform any Obligation under this Guaranty in a timely manner;

(b) the material untruth of any representation or warranty made by the Guarantor in this Guaranty;

(c) the insolvency of the Guarantor as determined under the Bankruptcy Code;

(d) the filing by the Guarantor of a petition of voluntary bankruptcy under the Bankruptcy Code;

(e) the consenting of the Guarantor to the filing or bankruptcy or reorganization petition against the Guarantor under the Bankruptcy Code;

(f) the issuance of an order by a court of competent jurisdiction appointing a receiver, liquidator, custodian or trustee of the Guarantor or of a major part of the Guarantor's assets;

(g) the filing against the Guarantor of a petition to reorganize the Guarantor pursuant to the Bankruptcy Code, which order shall not have been discharged or which filing shall not have been dismissed within ninety (90) days after such filing; and

(h) the failure of the Guarantor to provide for, and maintain, this Guaranty.

5. The Guarantor covenants and agrees with the Beneficiary and its respective legal successors and assigns that: (i) waiver by the Beneficiary or any of its agents of any Obligations; (ii) any modification of the Contract; (iii) Beneficiary's assignment of the Contract; and/or (iv) the granting of indulgence or extensions of time or other similar consent or

waiver to the Obligor (or any other Party to the Contract or any agreement entered into in connection therewith), or their respective legal successors and assigns, may each be made and done without notice to the Guarantor and without in any way affecting, changing or releasing the Guarantor from its obligation given under this Guaranty, and such indulgence, consents, waivers and extensions of time may be granted, such waiver and consents may be given, and such modifications and assignments may be made without notice to or consent of the Guarantor or without impairing or diminishing the obligations of the Guaranty hereby given, provided the granting, waiver consent or assignment of such obligation shall not materially affect the liability or obligations of the Guarantor under the terms of this agreement.

6. In the event any action is taken up to and including litigation concerning this Guaranty, the Obligor shall not be entitled to recover its attorneys' fees and costs of such action and the enforcement and collection of any judgment from the Beneficiary.

7. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida and may be enforced by any federal or state court of competent jurisdiction within the State of Florida consistent with Article 13 hereof.

8. This Guaranty shall remain in full force and effect from the date of execution and delivery hereof until the expiration of the Savings Guaranty of the Obligor pursuant to the Contract and until the Obligor has made full and final payment of any shortfalls otherwise due under the Contract.

9. In this Guaranty, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "herein," "hereunder" and any similar terms refer to this Guaranty, and the term "hereafter" means after, and the term "heretofore" means before, the date of execution and delivery of this Guaranty.

(b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(d) This Guaranty constitutes the entire agreement between the parties hereto with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any person other than the Guarantor, the Beneficiary and their permitted successors and assigns hereunder any rights or remedies under or by reason of this Guaranty.

(e) This Guaranty may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Guaranty.

(f) If any clause, provision, or subsection of this Guaranty shall be ruled invalid by any court of competent jurisdiction, the invalidity of any such clause, provisions, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Guaranty shall

be construed and enforced as if such invalid portion did not exist provided that such construction and enforcement shall not increase the Guarantor's liability beyond that expressly set forth herein.

(g) All payments required to be made by the Guarantor hereunder shall be made in lawful money of the United States of America.

10. The Guarantor covenants that during the term of this Guaranty it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it unless the successor is the Guarantor and the conditions in clause (2) below are satisfied; provided, however, that the Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets relating to the Energy Services business if the successor entity (if other than the Guarantor) (a) assumes in writing all the obligations of the Guarantor hereunder and, if required by law, is duly qualified to do business in the State of Florida, and (b) delivers to the Beneficiary an opinion of counsel to the effect that its obligations under this Guaranty are legal, valid, binding and enforceable subject to applicable bankruptcy and similar insolvency or moratorium laws. If a consolidation, merger or sale or other transfer is made as permitted by this paragraph, the provisions of this paragraph shall continue in full force and effect and no further consolidation, merger or sale or other transfer shall be made except in compliance with the provisions of this paragraph. No such consolidation, merger or sale or other transfer shall have the effect of releasing the initial Guarantor from its liability hereunder unless the successor entity has assumed responsibility for this Guaranty as provided in this paragraph and the City has expressly approved in writing both the transfer of responsibility for the Guaranty to the new entity after a period of due diligence and has released the initial Guarantor.

11. Without the prior written consent of the Beneficiary, this Guaranty may not be assigned by the Guarantor, except pursuant to the preceding section if applicable.

12. The Guarantor irrevocably: (1) agrees that any suit, action or other legal proceeding arising out of this Guaranty shall be brought in any federal or state courts within the State of Florida; (2) consents to the jurisdiction of such court in any such suit, action or proceeding; (3) waives any objection which it may have to the laying of the jurisdiction or venue of any such suit, action or proceeding in any of such courts; and (4) waives its right to a trial by jury in any suit, action or proceeding in any of such courts.

13. This Guaranty shall constitute a guaranty of payment and not collection, and the Guarantor specifically agrees that in the event of a failure by the Obligor to tender to the Beneficiary payment of any Obligations due under the Contract, the Beneficiary shall have the right to proceed first and directly against the Guarantor under this Guaranty without proceeding against the Obligor or exhausting any other remedies against the Obligor which the Beneficiary may have. Without limiting the foregoing, the Guarantor agrees that it shall not be necessary, and that the Guarantor shall not be entitled to require, as a condition of enforcing the liability of the Guarantor hereunder, that the Beneficiary (1) files suit or proceed to obtain a judgment against the Obligor or any other person that might be liable for any part of the Obligations, (2)

make any other effort to obtain payment of the Obligations from the Obligor other than providing the Obligor with any notice of such payment as may be required by the terms of the Contract or required to be given to the Obligor under Applicable Law, (3) foreclose against or seek to realize upon any security for the Obligations, or (4) exercise any other right or remedy to which the Beneficiary is or may be entitled in connection with the Obligations or any security therefor or any other guaranty thereof, except to the extent that any such exercise of such other right or remedy may be a condition to the Obligations of the Obligor or to the enforcement of remedies under the Contract. Upon any unexcused failure by the Obligor in the payment of any Obligation and the giving of such notice or demand, if any, to the Obligor and Guarantor as may be required in connection with such Obligation and this Guaranty, the liability of the Guarantor shall be effective and shall immediately be paid. Notwithstanding the Beneficiary's right to proceed directly against the Guarantor, the Beneficiary (or any successor) shall not be entitled to more than a single full payment of the Obligations in regard to any breach or non-payment.

14. Gurarantor agrees that the indemnification obligation of Section 9 of the Contract applies to employees of the Guarantor.

15. The Guarantor shall furnish the Beneficiary, within sixty (60) days of the Guarantor's receipt of a request from Beneficiary with copies of the quarterly or annual financial statements of the Guarantor, including balance sheets and income statements, prepared by a certified public accountant in accordance with Generally Accepted Accounting Principles ("GAAP"). If applicable, the Guarantor shall also furnish the Beneficiary with copies of the quarterly and annual reports and other filings of the Guarantor's parent company, Consolidated Edison, Inc., filed with the Securities and Exchange Commission, which include the consolidated financials of the Guarantor.

16. This Guaranty shall inure to the benefit of the Beneficiary and its permitted successors and assigns and shall be binding upon the Guarantor and its successors and assigns.

17. In the event the Contract is duly assigned in accordance with Section 16 of the Contract, the Guarantor shall not be relieved of any of its obligations hereunder, except in accordance with the provisions of Section 10 of this Guaranty.

18. This Guaranty may not be amended, changed or modified or terminated and none of its provisions may be waived, except with the prior written consent of the Beneficiary and of the Guarantor. The Guarantor shall provide, prior to execution of the Guaranty Agreement, a certified copy of a Secretary's Certificate or vote of the Corporation, reasonably satisfactory to the City, confirming the authorization of the Guarantor's President to execute this Guaranty.

19. Any notices or communications required or permitted hereunder shall be in writing and shall be sufficiently given if sent postage prepaid by registered or certified mail, delivered in person, or sent by overnight courier to the following addresses, or to such other addresses as any of the recipients may from time to time designate by notice given in writing.

If to the Guarantor: Consolidated Edison Solutions, Inc.
100 Summit Lake Drive
Suite 410

Valhalla, New York 10595
Attention: General Counsel

If to the Beneficiary: City Attorney
City of Fort Pierce, Florida
100 N. U.S. 1
Fort Pierce, Florida 34950

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IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed by its duly authorized officials effective on the Guaranty Date.

CONSOLIDATED EDISON SOLUTIONS, INC., as Guarantor

By:_____
Name:
Title:

ATTEST:

By:_____
Name:
Title:

SCHEDULE A

DESCRIPTION OF FACILITIES

City-owned facilities and assets with associated Conservation Measures (CM) Groups to be installed under this Contract.

Facility	**Address**	***CM Group to be Installed**
City Hall	100 N. U.S. 1 Fort Pierce, FL 34950	1, 3, 4, 6, 12
Fort Pierce Community Center (RiverWalk)	600 Indian River Dr. Fort Pierce, FL 34950	1, 3, 12
Marina Dock Master/ Marina Laundry	1 Avenue A Fort Pierce, FL 34950	1, 3
PAL Park (Police Athletic League)	903 S. 21st St. Fort Pierce, FL 34950	1, 3, 12
Police Main Station	920 S. U.S. 1 Fort Pierce, FL 34950	1, 3, 5, 6, 9, 10, 12
Police Substation D	1220 Avenue D Fort Pierce, FL 34954	1, 3
Public Works Compound	52 Savannah Rd. Fort Pierce, FL 34982	1, 3, 12
Seven Gables House	480 N. Indian River Dr. Fort Pierce, FL 34950	1, 3
Sunrise Theatre	117 S. 2nd St. Fort Pierce, FL 34950	1, 3, 7, 8, 11
City Streets (Non DOT)	Citywide Fort Pierce, FL	2

**CM Groups itemized in Schedule B*

SCHEDULE B – CONSERVATION MEASURES TO BE INSTALLED BY COMPANY

CM Group 1. Lighting Improvements and Controls.

Replacement equipment and device quantities, specifications and locations, by Facility and by room, to be installed under this Contract, are listed in the table in Appendix A. Scope of work includes:

- Existing inefficient fluorescent T-12 fixtures will be re-lamped and re-ballasted with new 28 Watt T-8 lamps with electronic ballasts.
- Existing incandescent lamps will be replaced by dimmable and standard compact fluorescent (CFL) bulbs as appropriate. If not controlled by a dimmer (for architectural aesthetic reasons) incandescent bulbs will be replaced by a compact fluorescent light source of equal lumen output (as close as possible due to size restraints of existing fixture).
- Provide new controls to ensure that lighting does not operate unnecessarily. Occupancy sensors include wall switch replacement type sensors installed (where feasible) in smaller rooms (offices, storage, single use bathroom, etc) and ceiling mounted occupancy sensors installed (where feasible) in larger areas (open offices, classrooms, gang bathrooms, meeting/conference rooms, hallways, etc). Every effort will be made to maintain dual switching environments (checkerboard and in-board out-board lighting patterns; provide 50% lighting reduction). Multi-setting digital timers will be installed (where feasible) in utility spaces (electric, mechanical, telephone, custodial, janitorial, storage rooms, etc…).
- Replace or install retrofit kits for HID wall pack lighting fixtures with induction lighting for building mounted exterior lighting.

CM Group #2: Street Lighting Retrofit

Scope of work includes:

- Replace (3212) high pressure sodium and (353) metal halide cobra head light fixtures throughout (non-FDOT) City streets with LED light fixtures.
- Retrofit (489) metal halide post top lighting fixtures t throughout (non-FDOT) City streets to LED light fixtures.

CM Group #3: Low Flow Plumbing Fixtures

Scope of work includes:

- Replace the older 3.5 gpf water closet flush valves with new 1.28 gpf flush valves. The valves include vandal resistant chrome stop covers for the integral setscrews to discourage tampering. The bowls will also need to be changed out to complete the low-flow replacement. The existing bowls use a direct-feed siphon jet and have an elongated

design. The new bowls will include new bolts, wax rings, toilet seats, and caulking of each fixture. In cases where an ADA (American Disabilities Act) handicapped fixture is being changed out, the new fixture will be ADA compliant as well. Existing wall hung and floor mounted models will be replaced with models of similar mounting types.

- Replace the older 3.5 gpf tank style water closets with new 1.28 gpf tank style water closets. The new toilets will include new bolts, wax rings, toilet seats, and caulking of each fixture. In cases where an ADA (American Disabilities Act) handicapped fixture is being changed out, the new fixture will be ADA compliant as well.
- Replace the aerators on the lavatory faucets with new vandal-proof devices. The existing aerators consume up to 2.2 gpm. The flow control device is the vandal resistant Omni model 900 made by Chronomite Laboratories, or equal. These devices are a specialized faucet attachment with a rotating sleeve that prevents tampering with the faucet. They reduce the flow to 0.5 gpm and have the added benefit of providing reliable flow even at very low line pressures.
- Replace the high volume urinals with flush valves with new models that will reduce the flush volume from 1.5 gallons to 0.125 gallons. Existing wall hung and floor mounted models will be replaced with models of similar mounting types.
- Replace the existing 2.5 gpm showerheads with new 1.5 gpm fixtures. The replacement fixtures will be selected to provide a wide spray pattern at an adequate pressure.
- Replace the aerators on the kitchen and wash sink faucets with new vandal-proof devices. The existing aerators consume up to 2.5 gpm. The flow control device is the vandal resistant Omni model 900 made by Chronomite Laboratories, or equal. These devices are a specialized faucet attachment with a rotating sleeve that prevents tampering with the faucet. They reduce the flow to 1.5 gpm and have the added benefit of providing reliable flow even at very low line pressures.

The table that follows shows the fixture types and quantities included for replacement or upgrade for each facility.

Location	High Flow FV Water Closet	High Flow Tank Water Closet	High Flow Urinal	High Flow Lavatory Faucet	High Flow Shower Head	High Flow Kitchen Faucet	High Flow Wash Faucet
City Hall	23	1	6	20	0	1	1
River Walk Center	6	0	3	4	0	1	0
Marina	5	3	3	7	5	0	0
PAL Park	0	3	1	4	0	0	0
Police Main Station	10	0	6	14	9	1	1
Police Substation Ave D	3	0	1	4	0	1	0
Public Works Compound	3	13	9	15	1	1	1
Seven Gables House	0	2	0	2	0	1	0
Sunrise Theater	26	0	7	27	1	0	1

CM Group #4: City Hall Mechanical and Controls Upgrades

Scope of work includes:

- Replace (2) 7.5 HP chilled water pumps with equal capacity and characteristics.
- Replace (7) chilled water air handling units with new Trane air handling units of equal capacities and characteristics. Unit motors shall be premium efficiency inverter duty.

Variable Frequency Drives shall be installed with each unit. AHU-2 shall have demand controlled ventilation.

- Replace pneumatic chilled water control valves with new electronically actuated control valves for (7) new chilled water AHUs.
- Replace (76) variable air volume (VAV) terminal units with new Trane terminal units of equal airflow and electric heating coil capacities, as applicable. The new terminal units shall be designed for direct digital control.
- Provide, install and commission a new Trane web-based direct digital control (DDC) system programmed to optimally control all of the above listed new equipment.
- Integrate the existing chiller plant controls system into the new building wide DDC system (upgrade controller if required).
- Air and hydronic test, adjust and balance all new mechanical equipment, (equipment level).
- Replace the existing Trane 185 ton air cooled chiller with a new high efficiency Trane chiller of equal capacity.

CM Group #5: Police Main Station Mechanical and Controls Upgrades

Scope of work includes:

- Replace (2) 1.5 HP chilled water pumps with equal capacity and characteristics.
- Replace (24) chilled water fan coil units (FCUs) with new Trane fan coil units of equal capacities and characteristics.
- Replace chilled water line voltage control valves with new electronically actuated control valves for (24) new FCUs.
- Provide, install and commission a new Trane web-based direct digital control (DDC) system programmed to optimally control all of the above listed new equipment.
- Integrate the existing chiller plant controls system into the new building wide DDC system (upgrade controller if required).
- Air and hydronic test, adjust and balance all new mechanical equipment (equipment level).
- Replace the existing 60 ton air cooled chiller with a new Trane chiller of equal capacity.

CM Group #6: IT Split System Upgrades

Scope of work includes:

- Provide and commission a new dedicated 7.5-ton split system computer room air conditioning (CRAC) unit to serve the 3rd floor computer room at City Hall. The new system shall be integrated into the new Trane building wide DDC system.
- Remove the existing 4-ton split system serving the Police Station server room/IT area (system to be turned over to the City).
- Provide and commission a new dedicated 7-ton split system computer room air conditioning (CRAC) unit to serve the Police Station server room/IT area. The new system shall be integrated into the new Trane building wide DDC system.

CM Group #7: Air Curtains at Dock Doors

Scope of work includes:

- Provide a new mechanical air curtain with automatic controls above each of two 8' x 13' roll-up loading dock doors on the Westside of the Sunrise Theater.
- Commission each new air curtain.

CM Group #8: Outside Air Reduction – Demand Controlled Ventilation

Scope of work includes:

- Connect existing CO_2 monitors and dampers for Demand Controlled Ventilation (DCV) on AHU-2A and 2B, serving the main theater at Sunrise Theatre.
- Program monitors and dampers to provide a minimum outside air quantity and additional outside air when a maximum CO_2 concentration is reached in the main theater.
- Commission the demand controlled ventilation systems on AHU-2A and 2B.

CM Group #9: Replace DX Equipment

Scope of work includes:

- Replace the 14 year old, 3-ton package roof-top air conditioning unit serving the Gym at the Police Station with a new, high efficiency (15 SEER or greater) model.
- Start-up & commission the new roof-top air conditioning unit.

CM Group #10: Add Ductless Split System

Scope of work includes:

- Provide, install and commission a new ductless split system heat pump with sufficient capacity to serve the report writing office in the Police Station. The wall-mounted air handling unit will be mounted on the inside of the East wall with the heat pump located outside that wall adjacent to the Gym.
- Reprogram the chilled water system schedule to shut down during unoccupied periods including weekday evenings and weekends.

CM Group #11: HVAC Controls Upgrade / Building Management System

Scope of work includes:

- Upgrade the existing Apogee system server software to the latest version.
- Add the Remote Notification software, to allow enunciation of Alarms, Status, and System Events to various devices. Provide required programming modifications.
- Provide one (1) server license.
- Provide on-site client training.

CM Group #12: Vending Miser

Scope of work includes:

Providing, installing and commissioning Vending Miser vending machine controls for:

- One (1) cold drink vending machine at City Hall.
- Two (2) cold drink vending machines at River Walk.
- Two (2) cold drink vending machines at PAL Park.
- One (1) cold drink vending machine at the Police Main Station.
- Two (2) cold drink vending machines at the Public Works Compound.

SCHEDULE C – SAVINGS GUARANTEE

The Company guarantees that, during each Guarantee Year during the Guarantee Period, the CM Groups shall be capable of producing Guaranteed Savings in an amount equal to or greater than Annual Guaranteed Savings for such Guarantee Period, subject to the City's proper operation and maintenance of the Facilities, adjustments which the Company is entitled to make per the terms of the Contract, and all other terms of this Savings Guarantee.

Exhibits or other attachments referenced in this Schedule B are hereby incorporated by reference into this Savings Guarantee. The following initial capitalized terms in this Savings Guarantee have the meaning set forth below.

1. DEFINITIONS

Section 1.1 Definitions. When used in the Contract, the following capitalized words shall have the meanings ascribed to them in this Section or as defined in Section 1.1 of the Guaranteed Energy and Water Savings Contract.:

"Energy Costs" may include the cost of electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

"Facilities" shall mean those buildings specifically and exclusively included in Schedule B where the energy and operational cost savings will be realized.

"Guarantee Period" is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year.

"Guarantee Year" is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the Commencement Date.

"Guaranteed Savings" is defined as the amount of avoided Energy and Operational Costs necessary to pay for the cost of the CM incurred by the City in each Guarantee Year as identified in Section 3.1 hereof.

"**Measurement and Verification Plan"** (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified as more particularly described in Schedule K.

"Operational Costs" shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain the CM, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, and the cost of new capital equipment.

"Option A" is a verification approach that is designed for projects in which the potential to perform needs to be verified, but the actual performance can be stipulated based on the results of the "potential to perform and generate savings" verification and engineering calculations. Option A involves procedures for verifying that:

- Baseline conditions have been properly defined; and
- The equipment and/or systems that were contracted to be installed have been installed; and
- The installed equipment components or systems meet the specifications of the contract in terms of quantity, quality, and rating; and
- The installed equipment is operating and performing in accordance with the specifications in the contract and meeting all functional tests; and
- The installed equipment components or systems continue, during the Savings Guarantee Term of the contract, to meet the specifications of the contract in terms of quantity, quality and rating, and operation and functional performance.

"Option D" is primarily a whole-building method. Savings are based on the results of a calibrated computer simulation model. Estimated savings may vary over the Savings Guarantee Term if real weather data is used. Option D uses calibrated computer simulation models of component or whole-building energy consumption to determine energy savings. Linking simulation inputs to baseline and post-installation conditions completes the calibration. Characterizing baseline and post-installation conditions may involve metering performance and operating factors before and after retrofit. Long-term whole-building energy use data as well as periodic system level performance measurements may be used to calibrate the simulation(s).

"Total Guarantee Year Savings" is defined as the summation of avoided Energy and Operational Costs realized by Facilities in each Guarantee Year as a result of the Work provided by the Company.

2. TERM AND TERMINATION

Section 2.1 Guarantee Term. The Savings Guarantee shall begin on the Commencement Date and shall automatically renew annually, subject to the City making sufficient annual appropriations based upon continued realized savings; provided, however, the Savings Guarantee Term shall not extend beyond the earlier of: (i) the effective date of termination under Section 7 of the Contract; or (ii) fifteen (15) years (the "Savings Guarantee Term").

Section 2.2 Guarantee Termination. This Savings Guarantee shall be terminated only in accordance with Section 7 of Guaranteed Energy and Water Savings Contract and as follows: Provided that the termination of the Contract is pursuant to Section 7.1 or 7.2 of the Contract this Savings Guaranty shall automatically terminate at the conclusion of the last period for which funds have been appropriated.; If the termination of the Contract is pursuant to Section 7.3 of the Contract and if the Event of Default pursuant to Section 14.1 of the Contract is due to City Fault, this Savings Guaranty shall not terminate.. Otherwise, this Savings Guarantee shall remain in full

force and effect for the Performance Period, as if the Contract had not been terminated. If the Guaranteed Energy and Water Savings Contract and the Guarantee Agreement are properly terminated in accordance with this Section, prior to the end of the Performance Period, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

3. SAVINGS GUARANTEE

Section 3.1 Guaranteed Savings. The Company has formulated and thus guarantees to the City that the identified Facilities will realize the total energy and operational cost avoidance through the combined value of all CM Groups over the Term of the Contract. In addition, Company's parent company, Consolidated Edison Solutions, Inc., shall execute a Corporate Guaranty of Company's obligations under this Savings Guarantee, in the same form attached hereto as Attachment C.1 to this Savings Guarantee.

Section 3.2 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated to the satisfaction of the City to be a proximate result of the Company's efforts that result in no additional costs to the City beyond the costs identified in this Contract will be included in the guarantee savings reconciliation report for the applicable Guarantee Year(s).

Section 3.3 Savings Reconciliation Documentation. The Company will provide the City with a guaranteed savings reconciliation report after each Guarantee Year in accordance with Section 5.3. The City will assist the Company in generating the savings reconciliation report by providing the Company with copies of all bills pertaining to Energy Cost together with access to relevant records relating to such energy costs. The City will also assist the Company by permitting access to the Facilities, any maintenance records, drawings, compliance records or other data deemed necessary by the Company to generate the said report. Data and calculations utilized by the Company in the preparation of its guarantee cost savings reconciliation report will be made available to the City, along with such explanations and clarifications as the City may reasonably request.

Section 3.4 Guaranteed Savings Reconciliation. Guaranteed Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and stipulated/constants as described below and/or defined in Schedule D (Savings Calculation Formula) and/or additional methodologies defined by the Company that may be negotiated with, approved and adopted by City at any time. For each CM, the Company will employ the appropriate protocol in accordance with the pre-designated and approved M&V Plan contained at Schedule K of the Agreement, which may be comprised of any or all of the following elements:

- Pre-retrofit model of energy consumption or demand
- Post retrofit measured energy consumption

- Post-retrofit measured demand and time-of-use
- Post-retrofit energy and demand charges
- Sampling plan
- Stipulated Values

The value of the energy savings will be derived from the measured data and engineering formulae included in Schedule D, and the applicable energy charges during each Guarantee Year. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand or cost, such as, but not limited to, measured flow, temperature, current, voltage, enthalpy or pressure.

4. OWNER CONTROLLED VARIABLES

Section 4.1 City Maintenance Responsibilities. For the purposes of the Savings Guarantee, the City represents, warrants, and agrees to adhere to, follow and implement the maintenance procedures and methods of operation recommended in the Equipment manufacturers' Maintenance Manuals, common and recommended industry practices, and other mutually agreed maintenance procedures. The City further represents, warrants and agrees to protect against and replace in the event of any casualty, and not to undertake any changes which would adversely affect or reduce the Guaranteed Savings ("Changes").

Section 4.2 City Responsibility to Notify. In the event of any failure of the City to abide by Section 4.1 of this Savings Guarantee or in the event of any changes that impact the mechanical or operational ability of the ECMs to continue to achieve the guaranteed energy, water and operation cost savings, the City agrees to notify the Company in writing within five (5) business days of any actual, anticipated or intended variation that would reduce the Guaranteed Savings, whether before substantial completion or during the Guarantee Period. Upon receipt of such notice, or in the event that the Company independently learns of any such variations, the Company shall be entitled to an adjustment of the Guaranteed Savings proportionally and only to the extent that the Company is able to establish that the failure or change impacted the mechanical or operational ability of the ECMs to continue to achieve the guaranteed energy, water and operation cost savings .

Section 4.3 Measurement and Verification. This Savings Guarantee is based on M&V Option A and Option D as detailed in this Guarantee.

5. UTILITY BILLS

Section 5.1 Guarantee. The Savings Guarantee and the Guaranteed Savings in any M&V Plan report is not a representation, guarantee or warranty that the actual dollar amount of utility bills of the City will be reduced or lower than before, as so many other factors affect utility bills. This is only a guarantee that the Total Guaranteed Savings will meet or exceed the Guaranteed Savings during each respective annual measurement period during the Guaranteed Savings Period if the CM is operated and maintained by the City as required by this Contract.

6. EXCLUSIVE REMEDIES OF THE CITY

Section 6.1 Company Remedies. Prior to the delivery of any Annual Reconciliation report, in the event that such Annual Reconciliation report would indicate that the CM will otherwise fail to produce Guaranteed Savings in an amount at least equal to the Total Guarantee Year Savings for such annual period (and such situation is not caused by the City's failure to operate the CM per this Contract), the Company may, at its sole cost and expense, on one or more occasions, take action to cause the Guaranteed Savings to equal or exceed the Total Guarantee Year Savings, including, but not limited to, fine-tuning the CM and the addition of implementation methods, operation methods or energy conservation measures which would increase the Guaranteed Savings. In any such remedy case, the Company shall provide the City with notice of any such activity including an Annual Reconciliation report, which will provide the appropriate details. Any such actions shall not adversely impact facility operations nor impede on normal facility functionality and shall be at Company's sole cost and expense.

Section 6.2 City Remedies. If after taking the actions described above (which the Company shall describe to the City in the Annual Reconciliation report) and performing any follow up which the Company deems necessary, such Annual Reconciliation report still indicates that the Guaranteed Savings in such Annual Reconciliation report is not at least equal to the Total Guarantee Year Savings amount for such period, the Company shall pay to the City an amount equal to the difference for such respective annual period between the Guaranteed Savings amount and the Total Guarantee Year Savings amount in such Annual Reconciliation report. This shall only be for the then current Annual Reconciliation report and shall not affect any prior or any future annual Reconciliation report. . This is the City's sole and exclusive compensatory remedy under this Savings Guarantee, and no other rights or remedies are granted except to the extent that those rights are contained in the Guarantee Agreement, a performance bond or policy of Insurance required by the Contract or this Guarantee.

Attachment C.1 to Savings Guarantee

SCHEDULE A TO GUARANTY AGREEMENT

Savings Guarantee Term Year	Measured Savings	Stipulated Operational Savings	Guaranteed Energy Costs Savings
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

SCHEDULE D – MEASUREMENT AND VERIFICATION FEES

Upon City acceptance of final completion of the construction phase of the conservation measures, the measurement and verification (M&V) phase of the contract shall commence. Compensation to Company for annual the M&V services **are not** included in the conservation measure construction phase compensation shown in Schedule F Annually, for each of the first five years of the energy savings guarantee term, the City shall issue a purchase order to Company for authorization of M&V services, the annual purchase order amount shall be based on the following table:

Guarantee Year	M&V Services Fee Payable to Company
1	$5,000.00
2	$5,150.00
3	$5,305.00
4	$5,464.00
5	$5,628.00
6	$0
7	$0
8	$0
9	$0
10	$0
11	$0
12	$0
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0

SCHEDULE E – SAVINGS CALCULATION FORMULA

Cost Savings under this Contract shall be determined according to the following formula:

Cost Savings = (Baseline Costs – Post Installation Costs) ± Adjustments

The following definitions and methodologies shall apply:

A. **Baseline Costs.** The estimated costs of fuel, energy or water consumption or wastewater production that would have been incurred in the CM had not been installed or implemented. Baseline Costs shall be the product of (i) the Baseline amounts set forth in Schedule F; and (ii) the utility rates.

B. **Post-Installation Costs.** Post-Installation Costs shall be the cost of fuel, energy or water consumption or wastewater production resulting from the installation and implementation of the CM. Post-Installation Costs shall be the product of actual measurable savings together with the stipulated operation and maintenance and capital cost avoidance cost savings resulting from the implementation and installation of the CM. These cost savings have been negotiated and agreed upon by the parties and there is no need to verify the agreed savings.

C. **Adjustments.** § 489.145 (4)c Florida Statutes, requires that any Baseline adjustments must be specified in the contract. The parties agree that Baseline adjustments are authorized only to the extent authorized in section 11 and/or Schedule F (Baseline) of the Contract.

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EXHIBIT A TO SCHEDULE F

CONSTRUCTION SCHEDULE

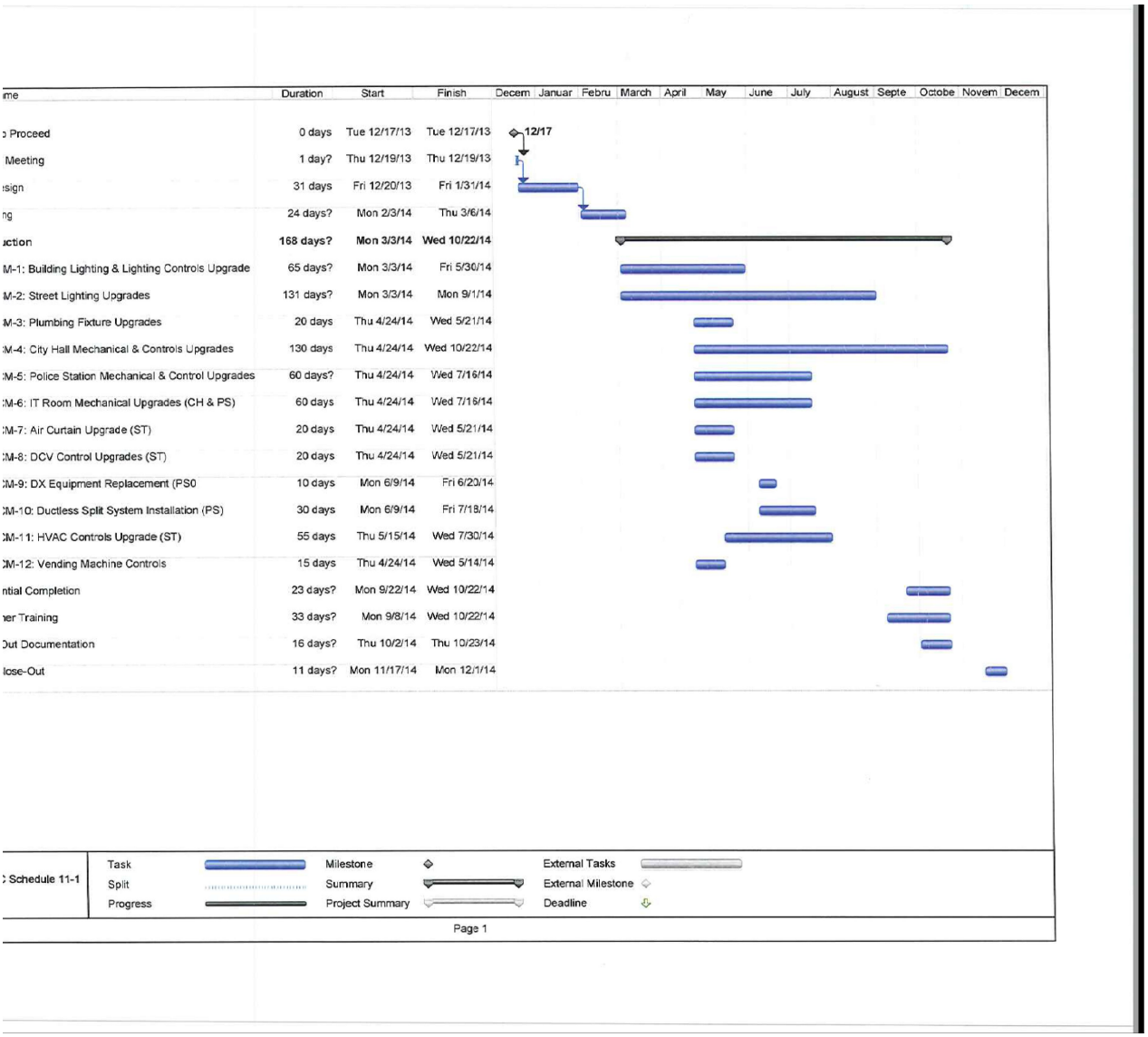


EXHIBIT B TO SCHEDULE F

DBE PARTICIPATION STATEMENT

[TO BE ADDED BY THE CITY]

EXHIBIT C TO SCHEDULE F

NOTICE TO CONTRACTORS

[TO BE ADDED BY THE CITY]

EXHIBIT D TO SCHEDULE F

WAGE RATE REQUIREMENTS

[TO BE PROVIDED BY CITY]

EXHIBIT E TO SCHEDULE F

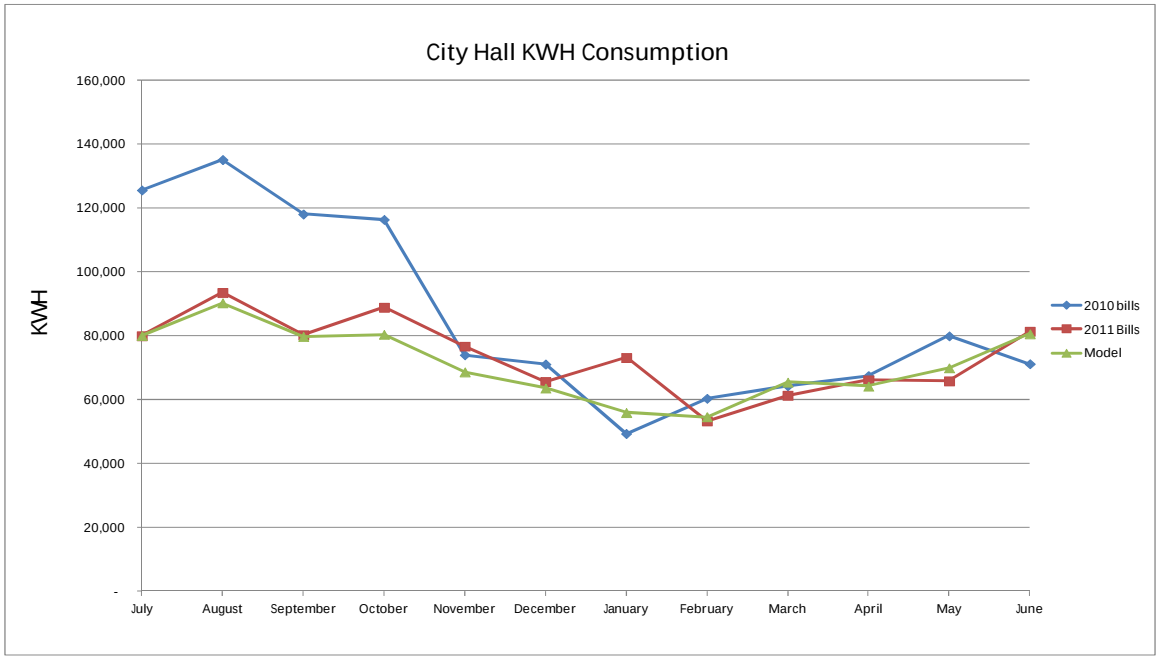
BUY AMERICAN CERTIFICATE OF COMPLIANCE, CERTIFICATION REGARDING LOBBYING, CERTIFICATION REGARDING DEBARMENT

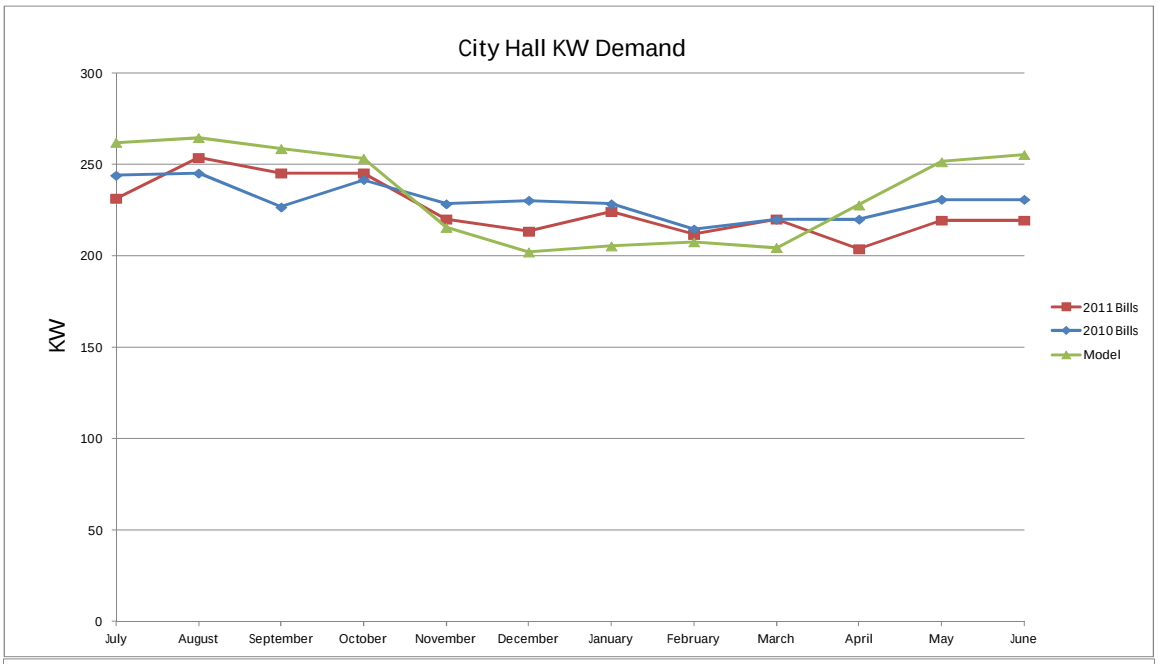
[TO BE PROVIDED BY CITY]

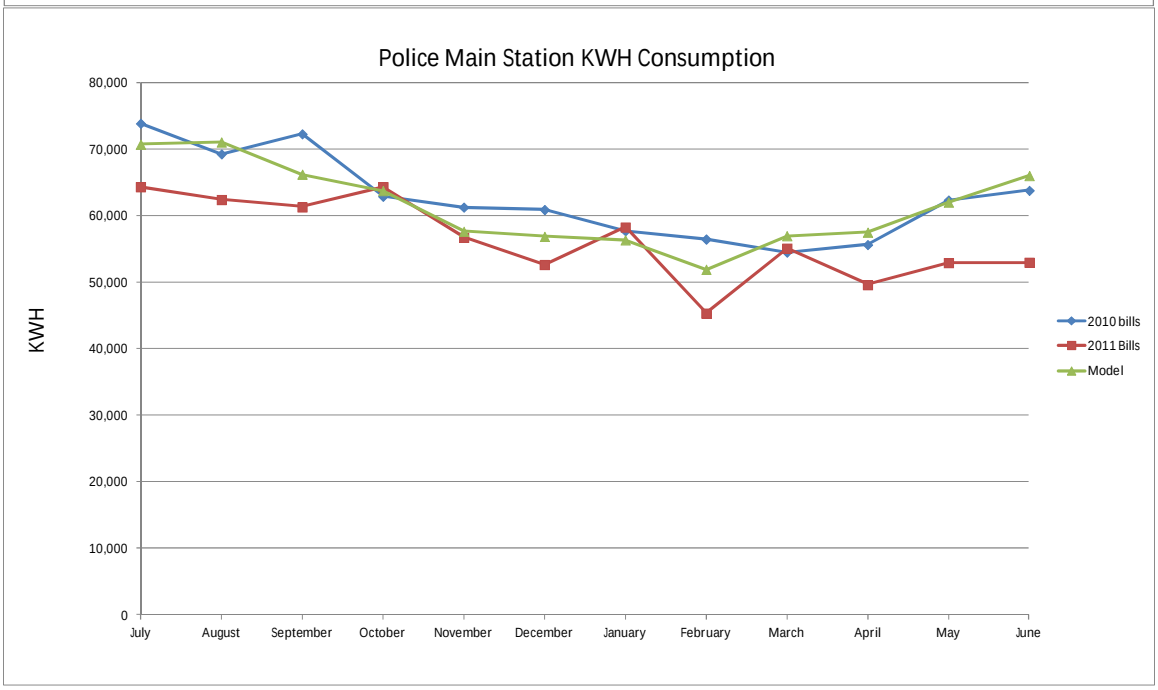
SCHEDULE G - BASELINE

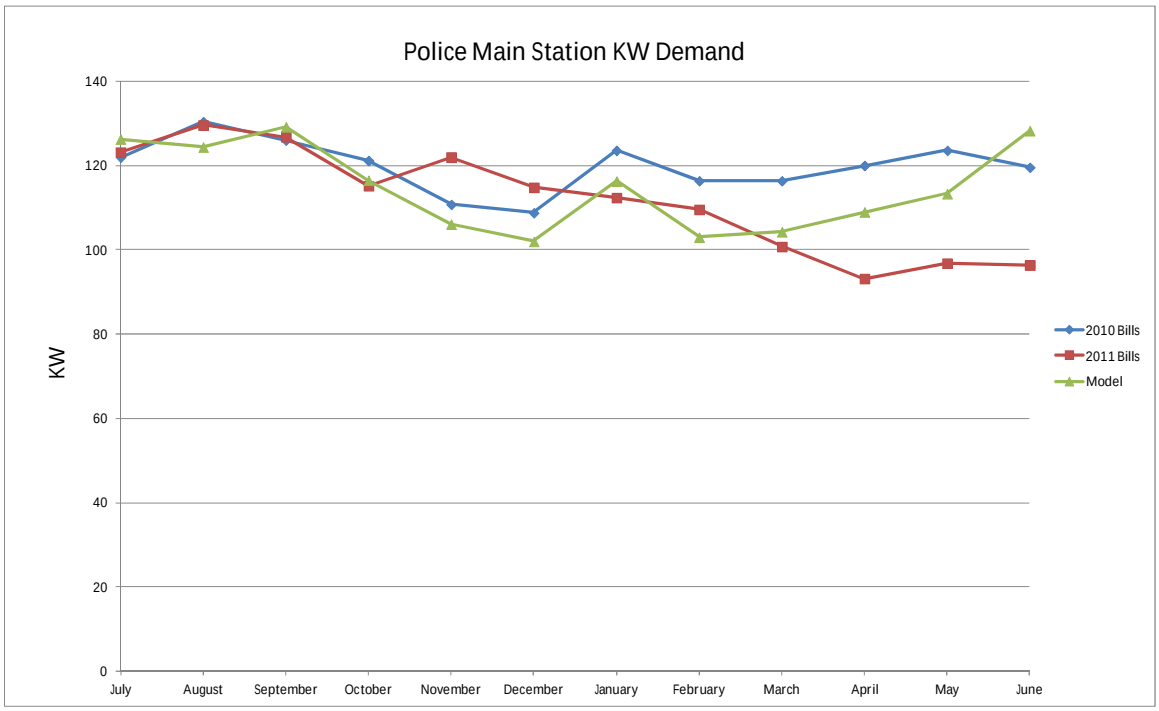
A weather adjusted baseline energy model was developed for City Hall and the Police Main Station. The models were developed using commercially available energy simulation software. The software consists of Typical Meteorological Year (TMY) weather data.

Utility data for 2010 and 2011 was used to calibrate the models. The graphs below show how the computer simulation model calibrated to the utility data.




City Hall KW Demand
KW
300
250
200
150
100
50
0
July
August
September
October
November
December
January
February
March
April
May
June
2011 Bills
2010 Bills
Model


Police Main Station KWH Consumption
KWH
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
0
July
August
September
October
November
December
January
February
March
April
May
June
2010 bills
2011 Bills
Model



Interactive effects of all systems on overall building energy consumption are incorporated into the models, yielding highly accurate energy use estimates for both the baseline building design and operation and also for the building design and operation.

Utility Rates:

Location	Electricity Rate ($/kWh)	Electricity Demand ($/kW)
City Hall	$0.119	$6.77
River Walk Center	$0.143	$6.77
Marina	$0.132	$6.43
PAL Park	$0.160	$6.77
Police Main Station	$0.114	$6.77
Police Substation Ave D	$0.124	$6.77
Public Works Compound	$0.127	$6.77
Seven Gables House	$0.136	$0.00
Sunrise Theater	$0.124	$6.77

The per kWh rates noted in the first column are the averaged total cost/kWh for each facility based on the historical bills received from FPUA, including the power cost adjustments. The demand column is the demand rate applicable to each facility based on the same bills. These are the rates that were used to calculate savings for the ECMs.

Notes: a) Seven Gables House is on a non-demand rate, and receives no demand charge; b) one of the meters at the Marina is also on a non-demand rate, which is reflected in a lower average demand rate for the facility.

SCHEDULE H – STANDARDS OF COMFORT

The City shall continue to be responsible for the maintenance and operation of all new and existing equipment and systems installed at and serving the City owned facilities. For purposes of this contract, it is assumed the City shall maintain and operate all equipment in a manner that will provide the same Standards of Comfort for heating, cooling and lighting systems that is currently being provided by the City.

SCHEDULE I

COMPANY'S MAINTENANCE
AND TRAINING RESPONSIBILITIES

The Company shall provide on-site training to the City's Facilities and Maintenance staff members who will be assigned to and responsible for the operation and maintenance of the new equipment being installed. The Company will provide training in the use, operation and maintenance of equipment installed by the Company under this contract.

Upon execution of this Contract by the Parties, the City shall provide the Company with a list of staff that will be trained by the Company. Company shall provide up to (40) hours of training on operation and maintenance of new HVAC, mechanical, electrical and lighting equipment installed.

At or near the Substantial Completion of the installation of the new direct digital controls (DDC) systems installed at the City Hall and Police Station, a separate (40) hour training course will be provided to City Facilities and Maintenance staff members for instruction and operation of the new controls. This class will be held locally in a pre-determined "class-room" environment.

SCHEDULE J – FINANCING AGREEMENT

[TO BE PROVIDED BY CITY ONCE THEY'VE SECURED FINANCING]

SCHEDULE K – COMPANY MEASUREMENT AND VERIFICATION PLAN
TO MONITOR COST SAVINGS

There are several primary methods for measuring energy saving measures as defined by the International Performance Measurement and Verification Protocol (IPMVP). IPMVP is the industry accepted standard guideline for performing measurement and verification. Each one is applicable to different risk sharing scenarios, different project values, and different types of contracts. For this project the Company recommends using Option A and Option D. What follows is a brief description of the two options:

Option A: Partially Measured Retrofit Isolation is designed for retrofits where end-use "efficiency" or power draw can be measured or stipulated using manufacturers' performance specifications or one time measurements. Estimated or stipulated energy consumption is calculated by multiplying manufacturers' information or measured variable times the stipulated hours of operation for each period of operation. Some of the best applications for this option are individual loads or systems within a building, where energy usage can be broken down to one or two primary, straightforward parameters. As part of the contract, both parties must agree up front that the mainly stipulated parameters are reasonable, realistic and accurate, and may only be changed by a mutually agreed upon modification to the contract.

Option D: Calibrated Simulation involves determining energy savings during the performance period using calibrated building simulation tools. Savings determined through Option D is intended for energy conservation retrofits where calibrated simulations of the baseline energy use and/or calibrated simulations of the post-installation energy consumption are used to measure project savings. Option D may involve measurements of energy use before and after the retrofit for specific equipment or energy end-use, as required for proper calibration of the simulation program. Periodic inspections of the equipment may also be warranted. Energy consumption is calculated by developing calibrated, hourly simulation models of whole-building energy use, or equipment subsystems. This is done in both the baseline mode and in the post-installation mode. Comparisons can then be made for the (simulated) differences for a "typical" weather year, or for weather and operating conditions that correspond to a specific year during either the baseline or post-installation period.

CM 1 – Lighting Improvements and Controls
The measurement and verification approach for this CM is the IPMVP Option A.

The performance of the CM shall be supported by the Measured Capacity data obtained before and after retrofit. A power meter will be utilized to measure the connected electrical load in Kilowatts, of representative types of fixtures. At least (3) measurements of (6) different types of fixture to be replaced/ retrofitted shall be made to obtain a statistical average. This average will reflect the value of Stipulated Pre and Post kW. Fixtures that cannot be easily measured shall be stipulated. The measurements shall be taken one time and shall be stipulated for the remainder of the contract.

The hours of operation shall be stipulated and are based on the occupancy sensor data obtained from the data loggers. The stipulated hours of operation are displayed in the chart for CM#1 in Appendix A (Lighting CM Group Specifications). As long as the occupancy sensors are operational at the time of inspection, the measure will be deemed as performing. This information shall be utilized as the basis for the annual hours of operation agreed-upon according to IPMVP Option A.

CM 2 – Street Lighting Retrofit
The measurement and verification approach for this CM is the IPMVP Option A.

The performance of the CM shall be supported by the Measured Capacity data obtained before and after retrofit. A power meter will be utilized to measure the connected electrical load in Kilowatts, of representative types of fixtures. At least (3) measurements of each different type of fixture to be replaced shall be made to obtain a statistical average. This average will reflect the value of Stipulated Pre and Post kW. Fixtures that cannot be easily measured shall be stipulated. The measurements shall be taken one time and shall be stipulated for the remainder of the contract.

CM 3 – Low Flow Plumbing Fixtures
The measurement and verification approach for this CM is the IPMVP Option A.

The flow rates of the new fixtures shall be guaranteed to meet the manufacturer's data specifications. Total fixture usage shall be stipulated based on the Water Fixture Consumption models included in Appendix A.

CM 4 – City Hall CHW Mechanical & Controls Upgrades
The measurement and verification approach for this CM at City Hall is the IPMVP Option D.

Savings calculations were calculated for City Hall using Carrier Hourly Analysis Program energy simulation software that performs energy calculations based on a typical meteorological year (TMY) weather data. The baseline assumptions are reflected in the Baseline model comparison to the utility data in Schedule F. Due to the nature of this CM and its dependency on weather conditions and other dynamic factors, there is no means by which to measure and verify the savings. The savings are stipulated based on ASHRAE methodology.

The Company shall commission the Variable Frequency Drives, associated controls and sequence of operations one time at the completion of construction. As long as the equipment and controls are maintained as per manufacturer's instructions and sequences remain unchanged, this CM shall be deemed as performing. The company will calibrate the CO_2 sensors one time at the completion of construction. As long as the facility ensures that the CO_2 sensors are calibrated, this CM will be deemed as performing.

CM 7 – Air Curtains at Dock Doors
The measurement and verification approach for this CM is the IPMVP Option D.

Savings were calculated using Berner International Corporation's Energy Savings Calculator program and 30 year average climatic data from NOAA's nearest data collection site in Vero Beach, FL. Normal interior operating conditions are assumed as 75 degrees F and 55% relative humidity. Open time was estimated as an average of 10 hours per week. Due to the nature of this CM and its dependency on weather conditions and other dynamic factors, there is no means by which to M&V the savings. The savings are stipulated based on ASHRAE methodology.

The Company shall commission the new equipment one time at the completion of construction. As long as the facility ensures that the equipment is maintained per manufacturer's requirements, this CM will be deemed as performing.

CM 8 – Demand Controlled Ventilation
The measurement and verification approach for this CM is the IPMVP Option D.

Savings calculations were completed for the affected air handling units using Carrier Hourly Analysis Program energy simulation software that performs energy calculations based on a typical meteorological year (TMY) weather data. Due to the nature of this CM and its dependency on weather conditions and other dynamic factors, there is no means by which to M&V the savings. The savings are stipulated based on ASHRAE methodology.

The Company shall calibrate the CO_2 sensors one time at the completion of construction. As long as the facility ensures that the CO_2 sensors are calibrated, this CM will be deemed as performing.

CM 9 – Replace DX Equipment
The measurement and verification approach for this CM is the IPMVP Option D.

For this smaller application, a custom spreadsheet was used to calculate annual energy use to determine the savings potential based on the equipment efficiency ratings and cooling degree days for Fort Pierce, Florida. Due to the nature of this CM and its dependency on weather conditions and other dynamic factors, there is no means by which to M&V the savings. The savings are stipulated based on ASHRAE methodology.

City of Fort Pierce - DX Equipment Replacement
ECM E9 - Replace 3 Ton RTU at Police Station

Existing	
Uint Capacity =	3 tons
EER =	8.7
KW/Ton =	1.3793103
Elec Cost =	$0.114 KWH

Proposed	
Unit Capacity =	3 tons
EER =	12.3
KW/Ton =	0.97561

Annual Ton hrs =	9100.95 ton hrs	Annual Ton hrs =	9100.95 ton hrs
Annual KWH =	12,553.03	Annual KWH =	8,878.98
Annual Elec Cost =	$1,431.05	Annual Elec Cost =	$1,012.20
Annual Elec Saving =	$418.84	Annual KWH Saving =	3,674.06
EMC Cost =	$17,709.60		
Simple Payback =	42.3 Years		

Sizing Diversity =	85%
Cooling DD =	3569

EER converted from known SEER and derated for age on Existing Unit.
EER converted from known SEER from quoted Proposed Unit.

The company shall commission the new DX equipment one time at the completion of construction. As long as the facility ensures that the equipment is maintained per manufacturer's requirements, this CM will be deemed as performing.

CM 10 – Add Ductless Split System

The measurement and verification approach for this CM is the IPMVP Option D.

Savings calculations for this CM are completed using Carrier Hourly Analysis Program energy simulation software that performs energy calculations based on a typical meteorological year (TMY) weather data. For the calculation, the chilled water systems were scheduled off from 6:00 pm until 6:00 am daily. The baseline assumptions are reflected in the Baseline model comparison to the utility data in Schedule F. Due to the nature of this CM and its dependency on weather conditions and other dynamic factors, there is no means by which to M&V the savings. The savings are stipulated based on ASHRAE methodology.

The Company shall commission the new split system equipment one time at the completion of construction. As long as the facility ensures that the equipment is maintained per manufacturer's requirements, this CM will be deemed as performing.

CM 12 – Vending Misers

The measurement and verification approach for this CM is the IPMVP Option A.

For this smaller application, a custom spreadsheet was used to calculate annual energy use to determine the savings potential based on typical vending machine power requirements and operating schedules for each location.

Qty	Building	Qty Vending Machines	Qty Vending Machines w/o lights	Qty Coolers	Total Connected Demand (kW)	Existing Annual Hours of Operation	Existing Electric Consumption (kWh)	Annual Occupied Hours	Proposed Annual Hours of Operation	Proposed Electric Consumption	Operating Months per Year	Annual Electric Savings
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]	[L]	[M]
1	City Hall	1	0	0	0.43	8,760	3,741	3,640	4,493	1,919	12	1,822
2	River Walk Center	2	0	0	0.85	8,760	7,481	8,030	8,152	6,962	12	520
2	PAL Park	2	0	0	0.85	8,760	7,481	3,120	4,060	3,467	12	4,014
1	Main Police Station	1	0	0	0.43	8,760	3,741	8,030	8,152	3,481	12	260
2	Public Works Compound	2	0	0	0.85	8,760	7,481	2,600	3,627	3,097	12	4,384
8					3.42		29924			18925		10999

Item	Value	Units	cell ref	Remarks
Existing Annual Hours of Operation per Machine	8,760	Hrs	[D14]	Vending Machines are constantly plugged in
Time Between Auto Repower	2	Hrs	[D15]	based on independent testing data
Duration of Auto Repower	0.4	Hrs	[D16]	based on independent testing data
Watts used for Vending Machine	427	W	[D17]	industry average
Watts used for Vending Machine without lights	233	W	[D18]	industry average
Watts used for Coolers	233	W	[D19]	industry average

Cell Ref.	Comment
A	Estimated quantity of machines appropriate for retrofit, per site audit
B	Facility analyzed
C	Quantity of vending machines appropriate for retrofit
D	Quantity of snack machines appropriate for retrofit
E	Quantity of coolers appropriate for retrofit
F	Total connected electric demand per building = [colC] x [F17] / 1,000 + [colD] x [F18] /1,000 + [colE] x [F19] /1,000
G	[F14]
H	[colF] x [colG]
I	Annual Hours the building is occupied
J	[colI] + ([D14] ÷ 52 - [colI] ÷ 52) ÷ ([D15] + [D16]) x [D16] x 52 weeks
K	[colF] x [colJ]
L	Months per year the machine is powered on
M	[colH] - [colK]

The electrical consumption of the existing vending machines will be measured and stipulated for the remainder of the contract. Vending machine usage shall be stipulated based on the calculation model.

SCHEDULE L

COMPANY TEST AND BALANCE
AND COMMISSIONING RESPONSIBILITIES

Described below is the method Company will use to verify the level of system performance and energy savings intended by the project design are actually realized after project completion, and then are maintained over time. This method to ensure the success of this project contains four interactive parts:

1. **Start-Up**
   - Provide trained personnel to perform installation check-out and startup of all new and upgraded equipment and building systems.
2. **Commissioning**
   - Professional engineers and other qualified personnel will perform design, construction and post-construction document review, site inspections and operational testing to ensure all new and upgraded building systems operate properly and function as intended and per the design documents.
3. **Test & Balancing**
   - AABC or NEEB Certified technicians will perform pre- and post- hydronic and air system measurements and balancing at all HVAC equipment scheduled for replacement or retrofit under this project scope.
4. **Training**
   - Training, education and support for the City facilities maintenance department staff and employees to ensure a full understanding of proper operation of the new equipment and systems as well as a full understanding of the means of energy savings to be sure staff and affected employees are able to maintain optimum system operational efficiency.
5. **O&M Oversight**
   - Provide equipment and system operations and maintenance requirements, documentation, guidance and oversight to ensure new and upgraded systems continue to ensure peak energy and operational performance.

Equipment and System Start-up

Upon completion of the construction of each measure and with support from the installing contractors, Company will arrange for highly qualified, factory trained personnel to perform pre-check and start-up of all new and upgraded equipment and building systems to ensure factory specific check-out and start-up requirements are adhered to. All required pre-startup systems checkout and startup activities will be properly documented on manufacturer factory provided forms, signed and dated by the respective technician(s).

New and Upgraded System Commissioning

Commissioning is a systematic process of ensuring new and existing equipment and building

systems perform interactively according to the design intent and the owner's operational needs. This is achieved beginning in the design phase by documenting the design intent and continuing through construction, acceptance, and the warranty period with actual verification of performance, O&M documentation verification, and the training of operating personnel. Company will perform these tasks directly on installed conservation measures and will work with the City Maintenance staff and employees to assure these services are properly provided.

The objectives of the commissioning plan are as follows:

During the design phase:

- As the engineer of record, Company will ensure its design team applies commissioning concepts to the design, e.g., clear and complete design intent documentation is developed and commissioning focused design reviews are conducted.
- Work with all equipment manufacturers and subcontractors to include the same level of commissioning in their equipment information and quotations and ensure that they are prepared to fulfill the requirements of the commissioning plan.

During the construction phase:

- Work with all manufacturers and contractors to ensure that Company's design intent is being met.
- Work to ensure that all equipment documentation is obtained from the contractor and that installation and start-up guidelines are met.
- Work to ensure that the installing contractors follow proper pre-functional testing and functional performance testing procedures and complete all proper documentation.

During the post-construction phase:

- Work with the equipment manufacturers and contractors to ensure that they update and organize all equipment O&M manuals, and provide complete sets to the maintenance staff and others as required.
- Work with the contractors to confirm that they perform thorough step-by-step operational testing of all equipment to ensure that the equipment performs according to the design intent. Company strongly supports facility operations personnel taking part in this process as part of their hands-on training.
- Provide a summary/draft O&M manual on all equipment and discuss the contents of this summary manual at the first training session. Company will participate in these training sessions as an advisor to the contractor and to the City maintenance staff.
- Provide information documented during the commissioning process to the City facilities maintenance department for future reference and ongoing commissioning.

HVAC equipment Test & balance

- In an effort to confirm and document the current performance of the existing HVAC equipment scheduled for replacement and/or retrofit, a qualified test and balance technician will measure and record pertinent information of the existing equipment prior to equipment disconnection and removal.

- To ensure the new equipment is meeting design criteria and operating per manufacturer's ratings and specifications, a qualified test and balance technician will take pertinent measurements and readings of all new equipment after all services to the new equipment has been connected and formal factory start-up of the new equipment has been performed.
- Typical measurements for the both the pre- and post installation will be:
    - General:
        - Equipment manufacturer & model number
        - Equipment nameplate data
        - Equipment configuration
        - Electrical motor information
    - Hydronic (chilled water & hot water):
        - Entering coil water temperature
        - Leaving coil water temperature
        - Coil pressure drop
        - Coil water flow rate
    - Air
        - Return, outside and supply air temperature
        - Return, outside and supply air flow rate
        - Coil pressure drop
- Equipment to be tested (where applicable):
    - Chillers
    - Air handling Units
    - Pumps
    - Fan Coil Units
    - VAV Terminal Units
    - Exhaust Fans
- Test and balance work to be performed as part of this project is intended to be only at the equipment level (where replacement is planned). T&B work included in this project DOES NOT include testing, adjusting balancing of:
    - Existing duct/air distribution systems or ancillary system devices such as control dampers, air volume dampers, splitter dampers, damper actuators, etc.
    - Existing hydronic/piping systems or any system ancillary devices such as balancing valves, control valves, circuit setters, strainers, etc.

Staff and End User Training, Education & Support

To ensure that proper and efficient systems operations are well documented, Company will provide training materials and instructional sessions to appropriate staff and contractors. Our training efforts, which will address the more complex conservation measures installed or influenced, are built on the following core elements:

Communication and Involvement - Effective communications and involvement with the people and organizations that ultimately will be responsible for maintaining, using and operating the new and upgraded systems are part of the training process. By involving staff and subcontractors early in the process, we can ensure City maintenance staff and employees are ready, willing, and able to operate the systems as designed.

Documentation and Manuals - Proper documentation also plays a critical role in the successful project close-out and training. Company will provide close-out manuals that will include test and balance & commissioning reports, engineering and as-built drawings, equipment data sheets, spare parts, equipment and contractor warranties, etc. Long term success of the operation of the more complex measures will be enhanced with guidelines, guidebooks and manuals upon which the staff and subcontractors can rely. Company will provide manuals that will specify operating parameters and procedures to be maintained for optimal savings, O&M requirements, name and contact of vendor, measurements to be made to ascertain operating efficiency and frequency of measurements and start up and shut down procedures.

Hands-on Operator Training Sessions - Providing sets of manuals and operating guidelines will not be enough to ensure the proper maintenance and operation of the equipment we install, modify, or affect. Company advocates actively involving the facility operations and maintenance staff in the commissioning process as the first step in our training and support responsibility. Company will provide classroom style training sessions as necessary and Company will organize demonstrations as appropriate to provide as much meaningful experience to the maintenance and operations staff as possible.

O&M Oversight

Operations and maintenance of the new and affected systems is one of the most important aspects of ensuring continuance of energy savings for the long term. Integrating O&M oversight with other aspects of performance verification not only assures that the systems will operate as intended, but more importantly, helps the system operators and users understand what the design intent is and learn how to improve the operating efficiency of the system as conditions change. This results in the most labor efficient, structured, and cost-effective method of maximizing system performance, while assuring continuous energy savings.

Proper maintenance and operation of the energy systems at the affected City's facilities is vital to ensuring the project benefits are achieved and that new, upgraded and affected equipment and systems operate at maximum efficiency. During the construction period Company will develop a consolidated summary of warrantee periods and maintenance requirements for all new equipment, and a schedule for annual, semi-annual, quarterly and monthly O&M work. These activities will be closely coordinated with the City's Facilities Maintenance staff.

O&M activities of affected facilities are currently performed by a combination of City personnel and outside contractors. It is proposed that City personnel will continue to perform routine, emergency, scheduled and non-scheduled maintenance, repair, and replacement of equipment

installed under this project or will employ the services of qualified vendors and contractors to provide these services via new or continuing service agreements.

Finally, to help guarantee a successful O&M process, on an annual basis a representative from Company will meet with City facilities maintenance personnel to review previous O&M activities and documentation and discuss upcoming O&M requirements. Upon completion of the annual O&M review, Company will provide a written report detailing O&M observations and recommendations to the Facilities staff.

The City's designated representatives shall have the right to be present at all commission, start-up and testing events taking place either pursuant to this Schedule, Schedule F, or the Contract and the Company shall provide the City with at least three days advance notice of the planned or scheduled occurrence of the event.

SCHEDULE M

INTERIM PERIOD SAVINGS

The monetized value of the Interim Period savings for each unit of fuel/energy/water saved shall inure entirely to the benefit of the City. Interim Period Savings shall not be counted in any stipulated or measured savings within the Contact year as defined under the terms of this agreement.

Any energy or operational savings and related values that are achieved during the construction period of this Agreement (Interim Period), will be to the credit of the City and shall not be applied to the energy savings being guaranteed by the Company.

APPENDIX B. LIGHTING CM GROUP SPECIFICATIONS

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Sunrise Theater	3RD FL APT.	Theater	Compact Fluorecent - 4	4	1	Exclude existing Compact Fluorescent fixture	2	1	2	52	1564	1095
Sunrise Theater	3RD FL APT.	Theater	Compact Fluorecent	1	6	Exclude existing Compact Fluorescent fixture	0	6	0	16	1564	1564
Sunrise Theater	3RD FL APT.	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Sunrise Theater	3RD FL APT.RR	Restrooms	Incandescent	1	2	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	2	2	14	3129	3129
Sunrise Theater	3RD FL APT. RR	Restrooms	Incandescent	1	4	Exclude existing Incandescent fixture (Deco & Dressing Room Mirror)	0	4	0	25	3129	2190
Sunrise Theater	3RD FL APT. HALL	Hall / Corridor	Compact Fluorecent	1	7	Exclude existing Compact Fluorescent fixture	0	7	0	16	3650	3650
Sunrise Theater	3RD FL APT. HALL	24/7	Exit LED - Bug EYE	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Sunrise Theater	3RD FL APT. CLOSET	Storage	Incandescent	1	2	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	2	2	14	2607	1825
Sunrise Theater	3RD FL APT. MECH	Elec / Mech	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	1043	730
Sunrise Theater	3RD FL APT. STAIRS	Hall / Corridor	Compact Fluorecent	1	5	Exclude existing Compact Fluorescent fixture	0	5	0	16	3650	3650
Sunrise Theater	3RD FL. APT. STAIRS	24/7	Exit LED - Bug EYE	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Sunrise Theater	1	Theater	Compact Fluorecent - 4	4	4	Exclude existing Compact Fluorescent fixture	2	4	8	52	1564	1564
Sunrise Theater	1	Theater	Incandescent - Dimming	1	11	Relamp incandescent fixture with LED Par30	1	11	11	21	1564	1564
Sunrise Theater	1	Theater	1x4 Strip - Bar Glass	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	1564	1564
Sunrise Theater	1 MIRROR	Theater	Incandescent	1	1	Exclude existing Incandescent fixture (Deco & Dressing Room Mirror)	0	1	0	25	1564	1564
Sunrise Theater	2	Theater	Compact Fluorecent - 4	4	3	Exclude existing Compact Fluorescent fixture	2	3	6	52	1564	1564
Sunrise Theater	2	Theater	Compact Fluorecent	1	10	Exclude existing Compact Fluorescent fixture	0	10	0	16	1564	1564
Sunrise Theater	3	Theater	Compact Fluorecent - 4	4	3	Exclude existing Compact Fluorescent fixture	2	3	6	52	1564	1564
Sunrise Theater	3	Theater	Compact Fluorecent	1	3	Exclude existing Compact Fluorescent fixture	0	3	0	16	1564	1564
Sunrise Theater	4	Theater	Compact Fluorecent - 4	4	3	Exclude existing Compact Fluorescent fixture	2	3	6	52	1564	1564
Sunrise Theater	4	Theater	Compact Fluorecent	1	4	Exclude existing Compact Fluorescent fixture	0	4	0	16	1564	1564
Sunrise Theater	4	24/7	Exit LED - Bug EYE	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Sunrise Theater	4	Theater	Compact Fluorecent	1	10	Exclude existing Compact Fluorescent fixture	0	10	0	16	1564	1564
Sunrise Theater	5	Theater	Compact Fluorecent	1	1	Exclude existing Compact Fluorescent fixture	0	1	0	16	1564	1564
Sunrise Theater	6	Restrooms	Compact Fluorecent	1	16	Exclude existing Compact Fluorescent fixture	0	16	0	16	3129	3129
Sunrise Theater	6A	Restrooms	Compact Fluorecent	1	1	Exclude existing Compact Fluorescent fixture	0	1	0	16	3129	3129
Sunrise Theater	7	Theater	Compact Fluorecent	1	9	Exclude existing Compact Fluorescent fixture	0	9	0	16	1564	1564
Sunrise Theater	8	Restrooms	Compact Fluorecent	1	11	Exclude existing Compact Fluorescent fixture	0	11	0	16	3129	3129
Sunrise Theater	8A	Restrooms	Compact Fluorecent	1	1	Exclude existing Compact Fluorescent fixture	0	1	0	16	3129	3129
Sunrise Theater	9	Storage	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	2607	2607
Sunrise Theater	10	Storage	Incandescent	1	2	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	2	2	14	2607	2607
Sunrise Theater	3RD FLOOR HAVC	Elec / Mech	1x4 Industrial - T8	2	7	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	7	14	42	1043	1043
Sunrise Theater	3RD FLOOR HAVC	Elec / Mech	Incandescent	1	2	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	2	2	14	1043	1043
Sunrise Theater	3RD FLOOR HAVC	24/7	Exit LED - Bug EYE	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Sunrise Theater	3RD BALCONY	Theater	Incandescent - Recessed Can	1	35	Relamp incandescent fixture with LED Par38	1	35	35	21	1564	1564
Sunrise Theater	3RD BALCONY	Theater	Incandescent - Dimming	4	2	Relamp incandescent fixture with (4) LED A-19 - Dimming	4	2	8	28	1564	1564
Sunrise Theater	3RD BALCONY	Theater	Incandescent - Wall Mount	1	4	Relamp incandescent fixture with (4) LED A-19 - Dimming	4	4	16	28	1564	1564
Sunrise Theater	3RD BALCONY	24/7	Exit LED Double Face	1	6	Exclude LED Exit Sign	0	6	0	3	8760	8760
Sunrise Theater	3RD BALCONY	Theater	Incandescent	1	3	Relamp incandescent fixture with LED Par30	1	3	3	21	1564	1564
Sunrise Theater	3RD BAL. CONTROL	Theater	Incandescent	1	8	Relamp incandescent fixture with LED Par30	1	8	8	21	1564	1564
Sunrise Theater	3RD BAL. STORAGE	Theater	Incandescent	1	2	Relamp Incandescent fixture with 23w Dimming Compact Fluorescent	1	2	2	23	1564	1564

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Sunrise Theater	3RD BAL. RR	Restrooms	Compact Fluorecent	1	4	Exclude existing Compact Fluorescent fixture	0	4	0	16	3129	3129
Sunrise Theater	11	Hall / Corridor	Compact Fluorecent	1	6	Exclude existing Compact Fluorescent fixture	0	6	0	16	3650	3650
Sunrise Theater	11	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Sunrise Theater	12	Hall / Corridor	Compact Fluorecent	1	5	Exclude existing Compact Fluorescent fixture	0	5	0	16	3650	3650
Sunrise Theater	12	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Sunrise Theater	13	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Sunrise Theater	13	Hall / Corridor	Compact Fluorecent - 4	4	3	Exclude existing Compact Fluorescent fixture	2	3	6	52	3650	3650
Sunrise Theater	14	Restrooms	Compact Fluorecent	1	12	Exclude existing Compact Fluorescent fixture	0	12	0	16	3129	3129
Sunrise Theater	15	Restrooms	Compact Fluorecent	1	14	Exclude existing Compact Fluorescent fixture	0	14	0	16	3129	3129
Sunrise Theater	16	Hall / Corridor	Compact Fluorecent	1	3	Exclude existing Compact Fluorescent fixture	0	3	0	16	3650	3650
Sunrise Theater	16	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Sunrise Theater	17	Elec / Mech	1x4 Industrial - T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	1043	730
Sunrise Theater	18	Hall / Corridor	Compact Fluorecent - 4	4	3	Exclude existing Compact Fluorescent fixture	2	3	6	52	3650	3650
Sunrise Theater	18	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Sunrise Theater	19 (MIRROR)	Theater	Incandescent	1	78	Exclude existing Incandescent fixture (Deco & Dressing Room Mirror)	0	78	0	25	1564	1564
Sunrise Theater	19	Theater	1x4 Industrial - T8	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	1564	1564
Sunrise Theater	20	Storage	1x4 Industrial - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	1825
Sunrise Theater	21	Elec / Mech	1X4 Wrap - T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	1043	730
Sunrise Theater	22	Theater	Compact Fluorecent	1	0	Exclude existing Compact Fluorescent fixture	0	0	0	16	1564	1564
Sunrise Theater	23	Theater	1x4 Industrial - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1564	1095
Sunrise Theater	24	Admin / Offices	1x4 Industrial - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	2607
Sunrise Theater	25	Admin / Offices	1x4 Industrial - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	1825
Sunrise Theater	26	Admin / Offices	Compact Fluorecent	3	1	Exclude existing Compact Fluorescent fixture	3	1	3	39	2607	2607
Sunrise Theater	27	Admin / Offices	Compact Fluorecent	3	1	Exclude existing Compact Fluorescent fixture	3	1	3	39	2607	2607
Sunrise Theater	28	Admin / Offices	Compact Fluorecent	3	1	Exclude existing Compact Fluorescent fixture	3	1	3	39	2607	2607
Sunrise Theater	30	Admin / Offices	Compact Fluorecent	1	6	Exclude existing Compact Fluorescent fixture	0	6	0	16	2607	1825
Sunrise Theater	29	Open Office Area	Compact Fluorecent - 4	4	3	Exclude existing Compact Fluorescent fixture	2	3	6	52	2607	2607
Sunrise Theater	29	Open Office Area	Compact Fluorecent	1	4	Exclude existing Compact Fluorescent fixture	0	4	0	16	2607	2607
Sunrise Theater	29	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Sunrise Theater	31	Admin / Offices	Compact Fluorecent - 4	4	1	Exclude existing Compact Fluorescent fixture	2	1	2	52	2607	2607
Sunrise Theater	32	Open Office Area	Compact Fluorecent - 4	4	6	Exclude existing Compact Fluorescent fixture	2	6	12	52	2607	2607
Sunrise Theater	32	Open Office Area	Compact Fluorecent	1	12	Exclude existing Compact Fluorescent fixture	0	12	0	16	2607	2607
Sunrise Theater	32	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Sunrise Theater	33	Hall / Corridor	Compact Fluorecent - 4	4	1	Exclude existing Compact Fluorescent fixture	2	1	2	52	3650	3650
Sunrise Theater	33	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Sunrise Theater	34	Break Room	Compact Fluorecent	1	6	Exclude existing Compact Fluorescent fixture	0	6	0	16	3650	2555
Sunrise Theater	35	Storage	Compact Fluorecent	1	2	Exclude existing Compact Fluorescent fixture	0	2	0	16	2607	1825
Sunrise Theater	37	Theater	1X4 Strip - T8	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	1564	1564
Sunrise Theater	37	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Sunrise Theater	38	Theater	1X4 Strip - T8	2	19	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	19	38	42	1564	1564
Sunrise Theater	38	24/7	Exit LED Double Face	1	3	Exclude LED Exit Sign	0	3	0	3	8760	8760

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Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Sunrise Theater	39	Elec / Mech	1X4 Strip - T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	1043	1043
Sunrise Theater	40	Elec / Mech	1X4 Strip - T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	1043	1043
Sunrise Theater	41	Theater	Compact Fluorecent	1	1	Exclude existing Compact Fluorescent fixture	0	1	0	16	1564	1564
Sunrise Theater	42	Elec / Mech	1X4 Wrap - T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	1043	1043
Sunrise Theater	43	Theater	Compact Fluorecent	1	8	Exclude existing Compact Fluorescent fixture	0	8	0	16	1564	1095
Sunrise Theater	45	Theater	1X4 Wrap - T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	1564	1564
Sunrise Theater	45	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Sunrise Theater	46	Theater	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1564	1564
Sunrise Theater	47	Theater	1X4 Wrap - T8	2	14	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	14	28	42	1564	1564
Sunrise Theater	47	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	6132
Sunrise Theater	48	Theater	1X4 Wrap - T8	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	1564	1564
Sunrise Theater	48	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	6132
Sunrise Theater	49	Avg	1X4 Strip - T8	2	19	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	19	38	42	4380	4380
Sunrise Theater	49	24/7	Exit LED Double Face	1	4	Exclude LED Exit Sign	0	4	0	3	8760	8760
Sunrise Theater	50 ELV. RM	Elec / Mech	1X4 Strip - T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	1043	1043
Sunrise Theater	51	Theater	1X4 Wrap - T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	1564	1564
Sunrise Theater	52	Restrooms	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3129	3129
Sunrise Theater	53	Storage	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	2607
Sunrise Theater	54	Admin / Offices	1X4 Wrap - T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	2607	2607
Sunrise Theater	54	Theater	Compact Fluorecent	1	1	Exclude existing Compact Fluorescent fixture	0	1	0	16	1564	1564
Sunrise Theater	55	Theater	1X4 Strip - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1564	1564
Sunrise Theater	55	24/7	Exit LED - Bug EYE	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Sunrise Theater	56	Theater	1X4 Strip - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1564	1564
Sunrise Theater	56	Theater	1x2 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 2' T8 lamps and Elec. Ballast	2	1	2	26	1564	1564
Sunrise Theater	56	Theater	1x4 Vanity - T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	1564	1564
Sunrise Theater	57	Theater	2x4 Rec. Parabolic - T8	3	5	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	5	10	48	1564	1095
Sunrise Theater	57	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Sunrise Theater	58	Theater	2x4 Rec. Parabolic - T8	3	3	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	3	6	48	1564	1564
Sunrise Theater	58	Theater	Incandescent	1	78	Exclude existing Incandescent fixture (Deco & Dressing Room Mirror)	0	78	0	25	1564	1564
Sunrise Theater	58A	Theater	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1564	1095
Sunrise Theater	58A	Theater	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	1564	1095
Sunrise Theater	59	Theater	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	1564	1564
Sunrise Theater	59	Theater	Incandescent	1	18	Exclude existing Incandescent fixture (Deco & Dressing Room Mirror)	0	18	0	25	1564	1564
Sunrise Theater	59A	Theater	Compact Fluorecent	1	0	Exclude existing Compact Fluorescent fixture	0	0	0	16	1564	1564
Sunrise Theater	60	Theater	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	1564	1564
Sunrise Theater	60	Theater	Incandescent	1	1	Exclude existing Incandescent fixture (Deco & Dressing Room Mirror)	0	1	0	25	1564	1564
Sunrise Theater	61	Theater	2x4 Rec. Parabolic - T8	3	3	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	3	6	48	1564	1095
Sunrise Theater	61	Theater	Compact Fluorecent	1	1	Exclude existing Compact Fluorescent fixture	0	1	0	16	1564	1564
Sunrise Theater	61	Theater	Incandescent	1	55	Exclude existing Incandescent fixture (Deco & Dressing Room Mirror)	0	55	0	25	1564	1564
Sunrise Theater	61A	Theater	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1564	1095
Sunrise Theater	61A	Theater	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	1564	1564

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Sunrise Theater	CATWALK	Elec / Mech	1X4 Strip - T8	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	1043	1043
Sunrise Theater	62	Theater	Incandescent - China Hat Dim	1	38	Relamp incandescent fixture with LED Par38	1	38	38	21	1564	1564
Sunrise Theater	62	Theater	Incandescent	1	16	Exclude existing Incandescent fixture (Deco & Dressing Room Mirror)	0	16	0	25	1564	1564
Sunrise Theater	62	Theater	Exit LED Double Face	1	3	Exclude LED Exit Sign	0	3	0	3	1564	1564
Sunrise Theater	63	Theater	Compact Fluorecent	1	2	Exclude existing Compact Fluorescent fixture	0	2	0	23	1564	1564
Sunrise Theater	63	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Sunrise Theater	63	Theater	Incandescent	1	4	Relamp incandescent fixture with LED MR16	1	4	4	10	1564	1564
Sunrise Theater	64	Theater	Incandescent - Recessed Can	1	14	Relamp incandescent fixture with LED Par38	1	14	14	21	1564	1564
Sunrise Theater	64	Theater	Incandescent	2	1	Relamp incandescent fixture with (4) LED A-19 - Dimming	4	1	4	28	1564	1564
Sunrise Theater	63A	Theater	Incandescent - Recessed Can	1	4	Relamp incandescent fixture with LED Par38	1	4	4	21	1564	1564
Sunrise Theater	63A	Theater	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	1564	1564
Sunrise Theater	65	Elec / Mech	1X4 Strip - T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	1043	1043
Sunrise Theater	66	Elec / Mech	1X4 Strip - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1043	1043
Sunrise Theater	67	Elec / Mech	1X4 Strip - T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	1043	1043
Sunrise Theater	68	Theater	Compact Fluorecent	1	34	Exclude existing Compact Fluorescent fixture	0	34	0	16	1564	1564
Sunrise Theater	68	Theater	Compact Fluorecent - 4	4	5	Exclude existing Compact Fluorescent fixture	2	5	10	52	1564	1564
Sunrise Theater	68	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Sunrise Theater	69	Admin / Offices	Compact Fluorecent	1	6	Exclude existing Compact Fluorescent fixture	0	6	0	16	2607	1825
Sunrise Theater	70	Admin / Offices	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
Sunrise Theater	72	Storage	Incandescent	1	2	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	2	2	14	2607	1825
Sunrise Theater	72A	Exterior	Incandescent	1	2	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	2	2	14	4380	4380
Sunrise Theater	72B	Admin / Offices	1X4 Strip - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	2607
Sunrise Theater	72C	Storage	1X4 Strip - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	2607
Sunrise Theater	71	Theater	1x4 Strip - T8	1	9	Relamp & Reballast 1x4 Strip/Industrial fixture with (1) T8 lamp and LP Elec. Ballast	1	9	9	22	1564	1564
Sunrise Theater	71	Theater	Compact Fluorecent	1	10	Exclude existing Compact Fluorescent fixture	0	10	0	16	1564	1564
Sunrise Theater	73	Theater	Compact Fluorecent	1	11	Exclude existing Compact Fluorescent fixture	0	11	0	16	1564	1564
Sunrise Theater	73	Theater	Compact Fluorecent - 4	4	2	Exclude existing Compact Fluorescent fixture	2	2	4	52	1564	1564
Sunrise Theater	73	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Sunrise Theater	73	Theater	Compact Fluorecent	1	3	Exclude existing Compact Fluorescent fixture	0	3	0	16	1564	1564
Sunrise Theater	DUNGEON	Theater	1X4 Strip - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1564	1564
Sunrise Theater	74	Theater	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	1564	1095
Sunrise Theater	75	Theater	Incandescent - Recessed Can	1	9	Relamp incandescent fixture with LED Par30	1	9	9	21	1564	1564
Sunrise Theater	75	Theater	Incandescent - Dimming	4	3	Relamp incandescent fixture with (4) LED A-19 - Dimming	4	3	12	28	1564	1564
Sunrise Theater	75	24/7	Exit LED - Bug EYE	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Sunrise Theater	76 WRR	Restrooms	Compact Fluorecent	1	17	Exclude existing Compact Fluorescent fixture	0	17	0	16	3129	3129
Sunrise Theater	76 WRR	Restrooms	Compact Fluorecent	1	1	Exclude existing Compact Fluorescent fixture	0	1	0	16	3129	3129
Sunrise Theater	77 MRR	Restrooms	Compact Fluorecent	1	13	Exclude existing Compact Fluorescent fixture	0	13	0	16	3129	3129
Sunrise Theater	77A MRR	Restrooms	Compact Fluorecent	1	1	Exclude existing Compact Fluorescent fixture	0	1	0	16	3129	3129
Sunrise Theater	LOW SEATING	Theater	Incandescent - Recessed Can	1	42	Relamp incandescent fixture with LED Par38	1	42	42	21	1564	1564
Sunrise Theater	LOW SEATING	Theater	Incandescent - Wall Mount	1	10	Relamp incandescent fixture with (4) LED A-19 - Dimming	4	10	40	28	1564	1564
Sunrise Theater	CONTROL	Theater	Incandescent	1	6	Relamp incandescent fixture with LED Par30	1	6	6	21	1564	1564

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Sunrise Theater	CONTROL	24/7	Exit LED Double Face	1	3	Exclude LED Exit Sign	0	3	0	3	8760	8760
Sunrise Theater	STAGE	Theater	Quartz Flood	1	4	Replace fixture with 100w Induction Flood	1	4	4	100	1564	1564
Sunrise Theater	STAGE	Theater	Incandescent	1	2	Replace fixture with 100w Induction Flood	1	1	1	100	1564	1564
Sunrise Theater	HIGH SEATING	Theater	Incandescent - Recessed Can	1	40	Exclude incandescent PAR56 fixture	0	40	0	500	1564	1564
Sunrise Theater	HIGH SEATING	Theater	Incandescent - Dimming	4	4	Relamp incandescent fixture with (4) LED A-19 - Dimming	4	4	16	28	1564	1564
Sunrise Theater	76	Theater	Compact Fluorecent	1	14	Exclude existing Compact Fluorescent fixture	0	14	0	16	1564	1564
Sunrise Theater	76	Theater	Compact Fluorecent	1	4	Exclude existing Compact Fluorescent fixture	0	4	0	16	1564	1564
Sunrise Theater	76	24/7	Exit LED Double Face	1	3	Exclude LED Exit Sign	0	3	0	3	8760	8760
Sunrise Theater	Exterior	Exterior	HID HPS - Wall Pack	1	10	Replace fixture with 80w Induction Wall Pack fixture	1	10	10	84	4380	4380
Marina Dock Master	GIFT SHOP	Marina Dock Master Bldg	1X4 Wrap - T8	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	4171	4171
Marina Dock Master	GIFT SHOP	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Marina Dock Master	GIFT SHOP	24/7	Exit LED - Bug EYE	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Marina Dock Master	COUNTER	Marina Dock Master Bldg	Incandescent	1	4	Relamp incandescent fixture with LED MR16	1	4	4	10	4171	4171
Marina Dock Master	1ST AID	Marina Dock Master Bldg	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	4171	2920
Marina Dock Master	RR	Restrooms	Compact Fluorecent	3	1	Exclude existing Compact Fluorescent fixture	3	1	3	39	3129	3129
Marina Dock Master	EAST WEST YACHTS	Marina Dock Master Bldg	1X4 Wrap	4	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	4171	2920
Marina Dock Master	HALL	24/7	Exit Inc. Double Face	2	1	Replace fixture with NEW LED Exit Sign - Battery Back Up	0	1	0	3	8760	8760
Marina Dock Master	CLOSET	Storage	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	2607	2607
Marina Dock Master	HALL	Hall / Corridor	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3650	3650
Marina Dock Master	HALL	Hall / Corridor	Compact Fluorecent	1	2	Exclude existing Compact Fluorescent fixture	0	2	0	16	3650	3650
Marina Dock Master	RR	Restrooms	Compact Fluorecent	1	1	Exclude existing Compact Fluorescent fixture	0	1	0	16	3129	3129
Marina Dock Master	TIKI OFFICE	Admin / Offices	1X4 Wrap - T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
Marina Dock Master	TIKI OFFICE	Admin / Offices	1X2 Wrap	2	1	Relamp & Reballast fixture with (2) 2' T8 lamps and Elec. Ballast	2	1	2	26	2607	2607
Marina Dock Master	SUITE 5	Marina Dock Master Bldg	1X4 Wrap - T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Marina Dock Master	MARINA OFFICE	Marina Dock Master Bldg	1X4 Wrap - T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Marina Dock Master	HALL	Hall / Corridor	Compact Fluorecent	1	2	Exclude existing Compact Fluorescent fixture	0	2	0	16	3650	3650
Marina Dock Master	OFFICE 1	Admin / Offices	Compact Fluorecent	1	2	Exclude existing Compact Fluorescent fixture	0	2	0	16	2607	2607
Marina Dock Master	PR	Restrooms	Compact Fluorecent	3	1	Exclude existing Compact Fluorescent fixture	3	1	3	39	3129	3129
Marina Dock Master	KITCHEN	Open Office Area	1X4 Wrap	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	2607
Marina Dock Master	OPEN	Open Office Area	Compact Fluorecent	1	8	Exclude existing Compact Fluorescent	0	8	0	15	2607	2607
Marina Dock Master	OPEN	Open Office Area	Compact Fluorecent	3	1	Exclude existing Compact Fluorescent fixture	3	1	3	39	2607	2607
Marina Dock Master	COUNTER	Open Office Area	Compact Fluorecent	1	2	Exclude existing Compact Fluorescent	0	2	0	15	2607	2607
Marina Dock Master	EXTERIOR SMIE/WALK	Exterior	Compact Fluorecent	1	6	Exclude existing Compact Fluorescent fixture	0	6	0	16	4380	4380
Marina Dock Master	EXTERIOR SMIE/WALK	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Marina Dock Master	EXTERIOR	Exterior	Incandescent - Flood (2x)	2	1	Relamp Incandescent fixture with (1) 23w Par38 compact Fluorescent	1	1	1	23	4380	4380
Marina Dock Master	MAINTENANCE ROOM	Marina Dock Master Bldg	1X4 Wrap - T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	4171	2920
Marina Dock Master	LAUNDRY	Open Office Area	1x4 Wrap - T8	4	2	Relamp & Reballast fixture with (4) 28wT8 lamps and LP Elec. Ballast	4	2	8	96	2607	1825
Marina Dock Master	SHOWERS	Restrooms	1x4 Wrap - T8	4	1	Relamp & Reballast fixture with (4) 28wT8 lamps and LP Elec. Ballast	4	1	4	96	3129	2190
Marina Dock Master	SHOWERS	Restrooms	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3129	2190
Marina Dock Master	RR	Restrooms	1X4 Wrap - T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	3129	2190
Marina Dock Master	RR	Restrooms	Compact Fluorecent	3	1	Exclude existing Compact Fluorescent fixture	3	1	3	39	3129	2190

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Marina Dock Master	RR	Restrooms	Compact Fluorecent	1	2	Exclude existing Compact Fluorescent fixture	0	2	0	16	3129	2190
Marina Dock Master	RR	24/7	Exit CF Double Face	2	1	Replace fixture with NEW LED Exit Sign - Battery Back Up	0	1	0	3	8760	8760
Marina Dock Master	WRR	Restrooms	1X4 Wrap - T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	3129	3129
Marina Dock Master	WRR	Restrooms	1x4 Wrap - T8	4	1	Relamp & Reballast fixture with (4) 28wT8 lamps and LP Elec. Ballast	4	1	4	96	3129	3129
Marina Dock Master	WRR	Restrooms	Compact Fluorecent	1	2	Exclude existing Compact Fluorescent fixture	0	2	0	16	3129	3129
Marina Dock Master	WRR	Restrooms	Compact Fluorecent	3	1	Exclude existing Compact Fluorescent fixture	3	1	3	39	3129	3129
Marina Dock Master	REAR ENTRY	Exterior	Compact Fluorecent	1	1	Exclude existing Compact Fluorescent fixture	0	1	0	16	4380	4380
Marina Dock Master	REAR ENTRY	Exterior	Compact Fluorecent	2	1	Exclude existing Compact Fluorescent	0	1	0	15	4380	4380
Marina Dock Master	MRR	Restrooms	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3129	3129
Marina Dock Master	WRR	Restrooms	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3129	3129
Marina Dock Master	SIDE HALL	Exterior	Compact Fluorecent	1	2	Exclude existing Compact Fluorescent fixture	0	2	0	16	4380	4380
Marina Dock Master	SIDE HALL	Exterior	Compact Fluorecent	2	1	Exclude existing Compact Fluorescent	0	1	0	15	4380	4380
Marina Dock Master	SUITE 4	Admin / Offices	1x4 Wrap - T8	4	1	Relamp & Reballast fixture with (4) 28wT8 lamps and LP Elec. Ballast	4	1	4	96	2607	2607
Marina Dock Master	SUITE 4	Admin / Offices	1x4 Wrap - T8	4	1	Relamp & Reballast fixture with (4) 28wT8 lamps and LP Elec. Ballast	4	1	4	96	2607	2607
City Hall	120 COUNTER	Open Office Area	1x4 Modular	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	2607	2607
City Hall	101 OPEN	Hall / Corridor	Compact Fluorecent	2	11	Exclude existing Compact Fluorescent fixture	0	11	0	52	3650	3650
City Hall	101 OPEN	Hall / Corridor	Incandescent	1	7	Relamp incandescent fixture with LED MR16	1	7	7	10	3650	3650
City Hall	101 OPEN	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
City Hall	118	Open Office Area	Compact Fluorecent	2	4	Exclude existing Compact Fluorescent fixture	0	4	0	52	2607	2607
City Hall	118	Open Office Area	2x4 Rec. Acrylic T8	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	2607	2607
City Hall	118	Open Office Area	2X2 Rec. Acrylic - T8	2	1	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	1	2	30	2607	2607
City Hall	118	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
City Hall	117	Admin / Offices	2X4 Rec. Acrylic	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
City Hall	116	File Room	2X4 Rec. Acrylic	3	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	3129	3129
City Hall	115	Admin / Offices	Compact Fluorecent	2	4	Exclude existing Compact Fluorescent fixture	0	4	0	52	2607	2607
City Hall	115	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
City Hall	114	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
City Hall	113	Storage	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	2607
City Hall	111	Break Room	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3650	3650
City Hall	111	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
City Hall	107	Hall / Corridor	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	3650	3650
City Hall	107	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
City Hall	108	Admin / Offices	2X4 Rec. Acrylic	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	1825
City Hall	112	Conference Room	Incandescent	1	8	Relamp incandescent fixture with LED MR16	1	8	8	10	2607	2607
City Hall	112	Conference Room	2X4 Rec. MiniCube	3	3	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	3	6	48	2607	1825
City Hall	104	File Room	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3129	2190
City Hall	103	Open Office Area	2x4 Rec. Acrylic T8	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	2607	1825
City Hall	103	Open Office Area	Compact Fluorecent	2	4	Exclude existing Compact Fluorescent fixture	0	4	0	52	2607	2607
City Hall	103	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
City Hall	106	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	105	Admin / Offices	Compact Fluorecent	2	4	Exclude existing Compact Fluorescent fixture	0	4	0	52	2607	2607

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
City Hall	105	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	105	Admin / Offices	Compact Fluorecent	2	4	Exclude existing Compact Fluorescent fixture	0	4	0	52	2607	2607
City Hall	122A	Open Office Area	Compact Fluorecent	2	1	Exclude existing Compact Fluorescent fixture	0	1	0	52	2607	2607
City Hall	122A	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
City Hall	122A	Open Office Area	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
City Hall	122	Open Office Area	2x4 Rec. Acrylic T8	2	8	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	8	16	42	2607	2607
City Hall	122	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
City Hall	123	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
City Hall	124	Conference Room	2x4 Rec. Acrylic T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	2607	2607
City Hall	124	Conference Room	Incandescent	1	8	Relamp incandescent fixture with LED MR16	1	8	8	10	2607	2607
City Hall	125	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
City Hall	125	Admin / Offices	Compact Fluorecent	2	4	Exclude existing Compact Fluorescent fixture	0	4	0	32	2607	2607
City Hall	126	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
City Hall	127	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
City Hall	128	Open Office Area	2x4 Rec. Acrylic T8	2	8	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	8	16	42	2607	2607
City Hall	128	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
City Hall	130	Storage	1X4 Industrial	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	2607
City Hall	131	Elec / Mech	1X4 Strip	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	1043	1043
City Hall	121	Meeting Room	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	3129	2190
City Hall	SERVER ROOM	Elec / Mech	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1043	1043
City Hall	102	Hall / Corridor	1X4 Cove Strip	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	3650	3650
City Hall	133	Hall / Corridor	Compact Fluorecent	2	1	Exclude existing Compact Fluorescent fixture	0	1	0	32	3650	3650
City Hall	134 MENS	Restrooms	1X4 Cove Strip	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	3129	3129
City Hall	134 WOMENS	Restrooms	1X4 Cove Strip	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	3129	3129
City Hall	135	Hall / Corridor	Compact Fluorecent	2	31	Exclude existing Compact Fluorescent fixture	0	31	0	32	3650	3650
City Hall	135	Hall / Corridor	1X4 Cove Strip	2	15	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	15	30	42	3650	3650
City Hall	135	Hall / Corridor	Compact Fluorecent	1	3	Exclude existing Compact Fluorescent fixture	0	3	0	16	3650	3650
City Hall	135	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
City Hall	135 DISPLAY	Hall / Corridor	Incandescent	1	12	Relamp incandescent fixture with LED MR16	1	12	12	10	3650	3650
City Hall	151	Hall / Corridor	Compact Fluorecent	2	4	Exclude existing Compact Fluorescent fixture	0	4	0	32	3650	3650
City Hall	152	Conference Room	2X4 Rec. MiniCube	3	4	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	4	8	48	2607	1825
City Hall	152	Conference Room	Incandescent	1	10	Relamp incandescent fixture with LED MR16	1	10	10	10	2607	2607
City Hall	147	Admin / Offices	2x4 Rec. Acrylic T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	2607	2607
City Hall	147A	Admin / Offices	2x4 Rec. Acrylic T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	2607	1825
City Hall	142	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	142	Admin / Offices	Compact Fluorecent	2	4	Exclude existing Compact Fluorescent fixture	0	4	0	32	2607	2607
City Hall	143	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	145	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	146	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	140	Break Room	2x4 Rec. Acrylic T8	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	3650	2555
City Hall	149	Open Office Area	2x4 Rec. Acrylic T8	2	20	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	20	40	42	2607	1825

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
City Hall	150	Admin / Offices	2x4 Rec. Acrylic T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	2607	1825
City Hall	148	File Room	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	3129	2190
City Hall	148A	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	137 COUNCIL AREA	Council Chambers	Incandescent - Dimming	1	10	Relamp incandescent fixture with LED MR16	1	10	10	10	3129	3129
City Hall	137 COUNCIL AREA	Council Chambers	Compact Fluorecent	1	10	Exclude existing Compact Fluorescent fixture	0	10	0	16	3129	3129
City Hall	137 COUNCIL AREA	Council Chambers	Incandescent - Dimming	1	10	Relamp incandescent fixture with LED MR16	1	10	10	10	3129	3129
City Hall	137 SEATING	Council Chambers	Incandescent - Dimming	1	16	Relamp incandescent fixture with LED MR16	1	16	16	10	3129	3129
City Hall	137 SEATING	Council Chambers	Incandescent - Quartz Flood	1	22	Retrofit existing fixture with E26 socket and install LED Par38	1	22	22	21	3129	3129
City Hall	137 SEATING	24/7	Exit LED Double Face	1	4	Exclude LED Exit Sign	0	4	0	3	8760	8760
City Hall	137 SINK	Restrooms	1X4 Vanity	1	1	Relamp & Reballast 1x4 Strip/Industrial fixture with (1) T8 lamp and LP Elec. Ballast	1	1	1	22	3129	3129
City Hall	137 SINK	Restrooms	Incandescent	1	1	Relamp incandescent fixture with LED MR16	1	1	1	10	3129	3129
City Hall	137 RR	Restrooms	1X4 Wrap	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	3129	3129
City Hall	137 SERVER	Elec / Mech	Incandescent - Dimming	1	4	Relamp incandescent fixture with LED MR16	1	4	4	10	1043	730
City Hall	137 SERVER	Elec / Mech	2X4 Rec. Acrylic	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1043	730
City Hall	141	Hall / Corridor	Compact Fluorecent	2	1	Exclude existing Compact Fluorescent fixture	0	1	0	32	3650	3650
City Hall	141	Storage	Incandescent - Dimming	1	5	Relamp incandescent fixture with LED MR16	1	5	5	10	2607	1825
City Hall	141	Storage	2X4 Rec. Acrylic	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	1825
City Hall	153	Elec / Mech	1X4 Industrial	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	1043	1043
City Hall	206	Hall / Corridor	Compact Fluorecent	2	8	Exclude existing Compact Fluorescent fixture	0	8	0	52	3650	3650
City Hall	206	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
City Hall	221	Hall / Corridor	2x4 Rec. Acrylic T8	2	7	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	7	14	42	3650	3650
City Hall	221	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
City Hall	218	Admin / Offices	2x4 Rec. Parabolic - T8	3	1	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	1	2	48	2607	2607
City Hall	218	Admin / Offices	2X4 Rec. Parabolic	3	1	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	1	2	48	2607	1825
City Hall	220	Open Office Area	2X4 Rec. Parabolic	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	2607
City Hall	220	Open Office Area	2x4 Rec. Acrylic T8	3	9	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	9	18	48	2607	1825
City Hall	220A	Admin / Offices	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
City Hall	220B	Break Room	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	3650	3650
City Hall	220C	Open Office Area	2x4 Rec. Parabolic - T8	3	6	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	6	12	48	2607	1825
City Hall	222	Break Room	2x4 Rec. Acrylic T8	2	8	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	8	16	42	3650	2555
City Hall	222	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
City Hall	223	Hall / Corridor	2x4 Rec. Acrylic T8	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	3650	3650
City Hall	223	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
City Hall	231A	Admin / Offices	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
City Hall	224	Admin / Offices	2x4 Rec. Acrylic T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	2607	1825
City Hall	231B	Storage	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
City Hall	231C	Conference Room	2x4 Rec. Parabolic - T8	3	5	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	5	10	48	2607	1825
City Hall	225	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	225A	Admin / Offices	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	2607	1825
City Hall	231D	Admin / Offices	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
City Hall	231F	Admin / Offices	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
City Hall	231F	Admin / Offices	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
City Hall	232	Open Office Area	2x4 Rec. Parabolic - T8	3	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	2607	1825
City Hall	232A	Copy Room	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	3129	2190
City Hall	232B	Admin / Offices	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
City Hall	232C	Storage	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
City Hall	232D	Storage	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
City Hall	237	Open Office Area	2x4 Rec. Acrylic T8	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	2607	1825
City Hall	242	Open Office Area	2x4 Rec. Acrylic T8	2	15	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	15	30	42	2607	1825
City Hall	241	Break Room	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3650	2555
City Hall	243	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	244	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	245	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	248	Conference Room	2x4 Rec. Acrylic T8	3	4	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	4	8	48	2607	1825
City Hall	248A	Conference Room	2x4 Rec. Acrylic T8	3	4	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	4	8	48	2607	1825
City Hall	243A	Open Office Area	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	247	Open Office Area	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	2607	1825
City Hall	246	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	246	Admin / Offices	Compact Fluorecent	2	4	Exclude existing Compact Fluorescent fixture	0	4	0	32	2607	2607
City Hall	246	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	207 PERM.HING CONF	Conference Room	2x4 Rec. Acrylic T8	3	9	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	9	18	48	2607	1825
City Hall	210/272	Open Office Area	2x4 Rec. Acrylic T8	2	16	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	16	32	42	2607	2607
City Hall	213	Open Office Area	2x4 Rec. Acrylic T8	2	9	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	9	18	42	2607	2607
City Hall	214 COUNTER	Open Office Area	2X2 Rec. Acrylic - T8	2	2	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	2	4	30	2607	2607
City Hall	214 COUNTER	Open Office Area	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	2607	2607
City Hall	215A	Admin / Offices	2X4 Rec. Acrylic	4	4	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	4	8	48	2607	1825
City Hall	215B	Admin / Offices	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825
City Hall	215C	Admin / Offices	2X4 Rec. MiniCube	3	7	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	7	14	48	2607	1825
City Hall	203 Womens	Restrooms	1X4 Cove Strip	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	3129	3129
City Hall	204 Mens	Restrooms	1X4 Cove Strip	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	3129	3129
City Hall	307	Conference Room	2X4 Rec. MiniCube	3	3	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	3	6	48	2607	1825
City Hall	307	Conference Room	Compact Fluorecent	2	4	Exclude existing Compact Fluorescent fixture	0	4	0	32	2607	2607
City Hall	307	Conference Room	Incandescent - Dimming	1	10	Relamp incandescent fixture with LED MR16	1	10	10	10	2607	2607
City Hall	307A	Storage	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	2607	2607
City Hall	350	Open Office Area	2x4 Rec. Acrylic T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	2607	1825
City Hall	350	Open Office Area	Compact Fluorecent	2	3	Exclude existing Compact Fluorescent fixture	0	3	0	32	2607	2607
City Hall	350	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
City Hall	320	Break Room	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3650	2555
City Hall	308	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	308	Admin / Offices	Compact Fluorecent	2	4	Exclude existing Compact Fluorescent fixture	0	4	0	32	2607	1825
City Hall	309	Admin / Offices	Compact Fluorecent	2	6	Exclude existing Compact Fluorescent fixture	0	6	0	32	2607	1825
City Hall	309	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
City Hall	313	Open Office Area	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	2607
City Hall	310	Copy Room	1X4 Strip	1	2	Relamp & Reballast 1x4 Strip/Industrial fixture with (1) T8 lamp and LP Elec. Ballast	1	2	2	22	3129	2190
City Hall	310	Copy Room	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3129	3129
City Hall	312	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	317A	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
City Hall	FOYER	Hall / Corridor	Compact Fluorecent	2	1	Exclude existing Compact Fluorescent fixture	0	1	0	32	3650	3650
City Hall	321	Open Office Area	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
City Hall	321	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
City Hall	322	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	322	Admin / Offices	Compact Fluorecent	2	0	Exclude existing Compact Fluorescent fixture	0	0	0	32	2607	2607
City Hall	318	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	318	Admin / Offices	Compact Fluorecent	2	4	Exclude existing Compact Fluorescent fixture	0	4	0	32	2607	2607
City Hall	319	File Room	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3129	3129
City Hall	315	Conference Room	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	2607	1825
City Hall	315	Conference Room	Incandescent	1	10	Relamp incandescent fixture with LED MR16	1	10	10	10	2607	1825
City Hall	317	Open Office Area	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	317A	Admin / Offices	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	2607	2607
City Hall	317B	Open Office Area	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
City Hall	317B	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
City Hall	323	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	324A	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	324	Admin / Offices	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
City Hall	306	Open Office Area	Compact Fluorecent	2	7	Exclude existing Compact Fluorescent fixture	0	7	0	52	2607	2607
City Hall	306	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
City Hall	339	Elec / Mech	1X4 Industrial	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	1043	1043
City Hall	334	Hall / Corridor	2x4 Rec. Acrylic T8	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	3650	3650
City Hall	334	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
City Hall	338	Admin / Offices	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	2607	1825
City Hall	340	Break Room	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	3650	2555
City Hall	337	Admin / Offices	2X4 Rec. Parabolic	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
City Hall	337	Admin / Offices	Incandescent	1	8	Relamp incandescent fixture with LED MR16	1	8	8	10	2607	1825
City Hall	336	Admin / Offices	2X4 Rec. Acrylic	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	2607	1825
City Hall	241	File Room	2X4 Rec. Acrylic	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	3129	2190
City Hall	335A	Storage	1X4 Industrial	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	2607	1825
City Hall	335B	Admin / Offices	2x4 Rec. Acrylic T8	3	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825
City Hall	335C	Admin / Offices	2x4 Rec. Acrylic T8	3	4	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	4	8	48	2607	1825
City Hall	334	Hall / Corridor	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	3650	3650
City Hall	334	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
City Hall	342 (SERVER)	24/7	2x4 Rec. Acrylic T8	3	7	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	7	14	48	8760	6132
City Hall	342	24/7	2X2 Rec. Acrylic - T8	2	1	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	1	2	30	8760	8760
City Hall	332	Admin / Offices	2x4 Rec. Acrylic T8	3	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
City Hall	332	Admin / Offices	Compact Fluorecent	2	6	Exclude existing Compact Fluorescent fixture	0	6	0	32	2607	1825
City Hall	331	Open Office Area	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
City Hall	320	Hall / Corridor	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	3650	3650
City Hall	320	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
City Hall	330	Admin / Offices	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825
City Hall	329	Admin / Offices	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825
City Hall	328	Conference Room	2X4 Rec. MiniCube	3	3	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	3	6	48	2607	1825
City Hall	328	Conference Room	Incandescent	1	8	Relamp incandescent fixture with LED MR16	1	8	8	10	2607	2607
City Hall	326	Open Office Area	2x4 Rec. Acrylic T8	2	14	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	14	28	42	2607	1825
City Hall	343	File Room	2X4 Rec. Acrylic	3	4	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	4	8	48	3129	2190
City Hall	344	Admin / Offices	2X4 Rec. Acrylic	4	1	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	1	2	48	2607	1825
City Hall	345	Copy Room	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3129	2190
City Hall	345	Copy Room	1X4 Strip	1	1	Relamp & Reballast 1x4 Strip/Industrial fixture with (1) T8 lamp and LP Elec. Ballast	1	1	1	22	3129	3129
City Hall	339A	Elec / Mech	1X4 Industrial	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	1043	1043
City Hall	325	Hall / Corridor	Compact Fluorecent	2	8	Exclude existing Compact Fluorescent fixture	0	8	0	32	3650	3650
City Hall	304 Womens	Restrooms	1X4 Cove Strip	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	3129	3129
City Hall	303 Mens	Restrooms	1X4 Cove Strip	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	3129	3129
City Hall	ROTUNDA	Hall / Corridor	HID Metal Halide -	1	4	Retrofit / Replace fixture with 40w Induction	0	4	0	40	3650	3650
City Hall	EXTERIOR - Entrance	Exterior	Incandescent	1	2	Disconnect and install blank cover plate	0	2	0	0	4380	4380
City Hall	EXTERIOR - Entrance	Exterior	Incandescent	1	3	Replace fixture with 40w Induction Wall Pack	1	3	3	40	4380	4380
City Hall	EXTERIOR - Flag Pole	Exterior	Incandescent - Flood	1	2	Replace fixture with 36w LED Flood	1	2	2	36	4380	4380
City Hall	EXTERIOR - Statue	Exterior	Incandescent - Flood	1	4	Retrofit exiting fixture with LED 13w IP65 kit	1	4	4	13	4380	4380
Police Main Station	LOBBY	Open Office Areas	2X2 Rec. Acrylic - T8	2	12	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	12	24	30	8760	8760
Police Main Station	LOBBY	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Police Main Station	MAIN CONF.	Conference / Meeting	2x4 Rec. Acrylic T8	2	12	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	12	24	42	4171	2920
Police Main Station	HALL	Hall / Corridor	2X2 Rec. Acrylic - T8	2	3	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	3	6	30	8760	8760
Police Main Station	HALL	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Police Main Station	117	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	118 CHIEF	Admin / Office	2x4 Rec. Acrylic T8	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	4171	2920
Police Main Station	HALL	Hall / Corridor	2X2 Rec. Acrylic - T8	2	1	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	1	2	30	8760	8760
Police Main Station	COPY RM	File / Copy Room	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	4171	2920
Police Main Station	120	Admin / Office	2x4 Rec. Acrylic T8	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	4171	4171
Police Main Station	HALL	Hall / Corridor	2X2 Rec. Acrylic - T8	2	5	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	5	10	30	8760	8760
Police Main Station	HALL	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Police Main Station	124	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	ASB CAPTAIN	Admin / Office	2x4 Rec. Acrylic T8	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	4171	2920
Police Main Station	ASB CAPTAIN 88	Restrooms	1x4 Vanity - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	8760	6132
Police Main Station	ROSE'S OFFICE	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	LUANN OFFICE 6	Admin / Office	2X2 Rec. Acrylic - T8	2	4	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	4	8	30	4171	2920
Police Main Station	CAPT.OFFICE (7)	Admin / Office	2x4 Rec. Acrylic T8	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	4171	2920
Police Main Station	HALL	Hall / Corridor	2X2 Rec. Acrylic - T8	2	3	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	3	6	30	8760	8760

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Police Main Station	HALL	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Police Main Station	STORAGE	Storage	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2086	1460
Police Main Station	COMP. RM.	Elec / Mech	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1043	730
Police Main Station	COMP. RM.	Elec / Mech	2X2 Rec. Acrylic - T8	2	1	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	1	2	30	1043	730
Police Main Station	TECH. SERVICES (19)	Open Office Areas	2x4 Rec. Acrylic T8	2	9	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	9	18	42	8760	6132
Police Main Station	TECH.SERV. SERVER	Open Office Areas	2x4 Rec. Acrylic T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	8760	8760
Police Main Station	HALL	Hall / Corridor	2X2 Rec. Acrylic - T8	2	7	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	7	14	30	8760	8760
Police Main Station	HALL	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Police Main Station	PAYROLL (23)	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	CLERK (22)	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	SPENCE (23)	Admin / Office	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	4171	2920
Police Main Station	HALL	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	6132
Police Main Station	HALL	Hall / Corridor	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	8760	6132
Police Main Station	PURCHASING (24)	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	GRANT (25)	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	ELEC. RM	Elec / Mech	1x4 Industrial - T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	1043	1043
Police Main Station	MLR AREA 1	Locker Room	2x4 Rec. Acrylic T8	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	8760	8760
Police Main Station	MLR AREA 2	Locker Room	2x4 Rec. Acrylic T8	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	8760	8760
Police Main Station	MLR AREA 3 ?	Locker Room	1x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	8760	8760
Police Main Station	MLR AREA 4	Locker Room	2x4 Rec. Acrylic T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	8760	8760
Police Main Station	MLR AREA 5	Locker Room	2x4 Rec. Acrylic T8	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	8760	8760
Police Main Station	HALL	Hall / Corridor	2X2 Rec. Acrylic - T8	2	9	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	9	18	30	8760	8760
Police Main Station	HALL	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Police Main Station	SUPPLY	Exterior	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4380	3066
Police Main Station	SUPPLY	Exterior	2x4 Rec. Acrylic T8	2	9	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	9	18	42	4380	3066
Police Main Station	MAIL RM	Open Office Areas	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	8760	6132
Police Main Station	ARMORY	Admin / Office	2X4 Surf. Acrylic	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	HALL	Hall / Corridor	2X2 Rec. Acrylic - T8	2	9	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	9	18	30	8760	8760
Police Main Station	HALL	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Police Main Station	CRIME ANALYST	Admin / Office	2x4 Rec. Acrylic T8	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	4171	2920
Police Main Station	BREAK RM	Break / Dining Area	2x4 Rec. Parabolic - T8	3	8	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	8	16	48	8760	6132
Police Main Station	REPORT RM	Open Office Areas	2x4 Rec. Acrylic T8	2	8	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	8	16	42	8760	6132
Police Main Station	SGT. OFFICE (52)	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	SGT. OFFICE (53)	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	COPY AREA	Conference / Meeting	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	4171	4171
Police Main Station	COPY AREA	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Police Main Station	STORAGE LOCKERS	Storage	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2086	2086
Police Main Station	LOCKERS	Locker Room	2x4 Rec. Acrylic T8	2	9	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	9	18	42	8760	8760
Police Main Station	GYM	Fitness Room	1X4 Wrap - T8	2	9	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	9	18	42	4171	2920
Police Main Station	ROLL CALL	Open Office Areas	2X2 Rec. Acrylic - T8	2	1	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	1	2	30	8760	8760
Police Main Station	ROLL CALL	Open Office Areas	2x4 Rec. Acrylic T8	2	20	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	20	40	42	8760	8760

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Police Main Station	STORAGE	Storage	2X2 Rec. Acrylic - T8	2	1	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	1	2	30	2086	2086
Police Main Station	RECRUITING OFFICE	Admin / Office	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	4171	2920
Police Main Station	LT. OFFICE	Admin / Office	2x4 Rec. Acrylic T8	3	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	4171	2920
Police Main Station	ACCRED. OFFICE	Admin / Office	2x4 Rec. Acrylic T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	4171	2920
Police Main Station	JANITOR CLOSET	Storage	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2086	2086
Police Main Station	DETECTIVE OPEN	Open Office Areas	2x4 Rec. Acrylic T8	2	15	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	15	30	42	8760	6132
Police Main Station	DETECTIVE OPEN	Open Office Areas	2X2 Rec. Acrylic - T8	2	4	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	4	8	30	8760	8760
Police Main Station	DETECTIVE OPEN	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	6132
Police Main Station	INTERVIEW 1	Admin / Office	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	4171	4171
Police Main Station	INTERVIEW 2	Admin / Office	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	4171	4171
Police Main Station	CAMERA RM.	Admin / Office	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	4171	2920
Police Main Station	OPEN 2	Open Office Areas	2x4 Rec. Acrylic T8	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	8760	6132
Police Main Station	LT. DET.	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	CS LAB	Open Office Areas	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	8760	6132
Police Main Station	CS LAB 2	Open Office Areas	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	8760	6132
Police Main Station	CS OFFICE	Admin / Office	2x4 Rec. Acrylic T8	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	4171	2920
Police Main Station	DET. OFFICE 139	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	DET. OFFICE 138	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	VOLUNTEERS	Admin / Office	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	4171	2920
Police Main Station	FINGER PRINT	Admin / Office	2X4 Rec. Acrylic	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	4171	2920
Police Main Station	RECORDS OPEN	Open Office Areas	2x4 Rec. Acrylic T8	2	20	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	20	40	42	8760	6132
Police Main Station	FILE SHELVES	Open Office Areas	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	8760	8760
Police Main Station	OFFICE (12)	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	PIO (11)	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	ASB SGT.	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920
Police Main Station	INFORMATION	Admin / Office	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	4171	2920
Police Main Station	HALL	Hall / Corridor	2X2 Rec. Acrylic - T8	2	9	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	9	18	30	8760	8760
Police Main Station	HALL	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Police Main Station	MENS RR SINK	Restrooms	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	8760	6132
Police Main Station	MENS RR TOILET	Restrooms	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	8760	8760
Police Main Station	WOMENS RR SINK	Restrooms	2x4 Rec. Acrylic T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	8760	8760
Police Main Station	WOMENS RR TOILET	Restrooms	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	8760	8760
Police Main Station	SS PACE	Admin / Office	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	4171	2920
Police Main Station	NEWSROOM	Admin / Office	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	4171	2920
Police Main Station	EVIDENCE LOCKER	Open Office Areas	2x4 Rec. Acrylic T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	8760	8760
Police Main Station	EVIDENCE ?	Open Office Areas	2x4 Rec. Acrylic T8	2	22	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	22	44	42	8760	6132
Police Main Station	EVIDENCE OFICE	Open Office Areas	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	8760	6132
Police Main Station	EVIDENCE STORAGE	Open Office Areas	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	8760	8760
Police Main Station	EVIDENCE STORAGE 2	Open Office Areas	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	8760	8760
Police Main Station	EVIDENCE VAULT	Open Office Areas	2X4 Surf. Acrylic	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	8760	8760
Police Main Station	VICTIM SEVS.SUPPLY	Admin / Office	2x4 Rec. Acrylic T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4171	2920

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Police Main Station	FRONT ENTRY	Exterior	HID Metal Halide -	1	6	Replace fixture with 40w Induction Wall Pack	1	6	6	40	4380	4380
Police Main Station	BLDG. EVE	Exterior	Incandescent	1	16	Replace fixture with 40w Induction Wall Pack	1	16	16	40	4380	4380
Police Main Station	BLDG. EVE	Exterior	Incandescent	1	16	Disconnect and install blank cover plate	0	16	0	0	4380	4380
Police Main Station	POST	Exterior	HID HPS - Shoebox	1	20	Replace fixture with 200w Induction Spider Mount w/surge protection	1	20	20	210	4380	4380
Police Main Station	POST	Exterior	HID HPS - Flood	1	4	Replace fixture with 200w Induction Flood w/surge protection	1	4	4	210	4380	4380
Police Main Station	CARWASH	Exterior	1x4 Vapor Tight - T8	2	5	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	5	10	42	4380	4380
Police Main Station	SWAT	Exterior	Quartz Flood	1	1	Replace fixture with 40w Induction Flood	1	1	1	40	4380	4380
Police Main Station	GEN. BLDG.	Exterior	1x4 Vapor Tight - T8	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	4380	4380
Police Main Station	GEN. BLDG.	Exterior	HID HPS - Wall Pack	1	3	Replace fixture with 80w Induction Wall Pack fixture	1	3	3	84	4380	4380
Police Main Station	FLAGPOLE	Exterior	Incandescent	1	1	Replace fixture with LED flood/spot	2	1	2	0	4380	4380
PAL Park	ENTRY HALL	Hall / Corridor	1X4 Wrap - T8	2	3	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	3	6	42	3650	3650
PAL Park	ENTRY HALL	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
PAL Park	TECH. RM.	Open Office Area	1X4 Wrap - T8	2	12	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	12	24	42	2607	2607
PAL Park	TECH RM. 2	Open Office Area	1X4 Wrap - T8	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	2607	2607
PAL Park	GYM FLOOR	Gym Area	Fluorescent	4	20	Exclude existing T5 HB	0	20	0	236	4693	4693
PAL Park	GYM FLOOR	24/7	Exit LED - Bug EYE	1	3	Exclude LED Exit Sign	0	3	0	3	8760	8760
PAL Park	WRR	Restrooms	1X2 Wrap	2	1	Relamp & Reballast fixture with (2) 2' T8 lamps and Elec. Ballast	2	1	2	26	3129	3129
PAL Park	WRR	Restrooms	1X4 Wrap - T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	3129	3129
PAL Park	LOFT	Storage	Incandescent	1	4	Relamp Incandescent fixture with (1) 23 Compact Fluorescent Spiral	1	4	4	23	2607	2607
PAL Park	MRR	Restrooms	1X4 Wrap - T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	3129	3129
PAL Park	PRIVATE RR	Restrooms	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3129	3129
PAL Park	KITCHEN	Kitchen Area	1X4 Wrap - T8	2	10	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	10	20	42	2607	2607
PAL Park	RECREATION	Admin / Offices	1X4 Wrap - T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
PAL Park	OFFICE	Admin / Offices	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	1825
PAL Park	OFFICE	Admin / Offices	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	1825
PAL Park	BOXING AREA	Open Office Area	1x8 Strip - T8	2	18	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	18	72	84	2607	1825
PAL Park	STORAGE	Storage	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	2607
PAL Park	RR	Restrooms	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3129	3129
PAL Park	RR	Restrooms	1X4 Wrap - T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	3129	3129
PAL Park	EXTERIOR	Exterior	HID HPS - Wall Pack	1	10	Replace fixture with 80w Induction Wall Pack fixture	1	10	10	84	4380	4380
PAL Park	EXTERIOR	Exterior	Compact Fluorecent	2	6	Exclude existing Compact Fluorescent fixture	0	6	0	52	4380	4380
Police Substation Ave D	2ND FL LANDING	Hall / Corridor	Compact Fluorecent	2	8	Exclude existing Compact Fluorescent fixture	0	8	0	32	3650	3650
Police Substation Ave D	Q21	Elec / Mech	1X4 Strip - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1043	730
Police Substation Ave D	O28	Hall / Corridor	2X2 Rec. Acrylic - T8	2	3	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	3	6	30	3650	3650
Police Substation Ave D	STAFF RR	Restrooms	2x4 Rec. Acrylic T8	3	1	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	1	2	48	3129	2190
Police Substation Ave D	OFFICE 1	Admin / Offices	2x4 Rec. Acrylic T8	3	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825
Police Substation Ave D	OFFICE 2	Admin / Offices	2x4 Rec. Acrylic T8	3	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825
Police Substation Ave D	OFFICE 3	Admin / Offices	2x4 Rec. Acrylic T8	3	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825
Police Substation Ave D	CAPT. KIRK	Admin / Offices	2x4 Rec. Acrylic T8	4	4	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	4	8	48	2607	2607
Police Substation Ave D	O13	Elec / Mech	1X4 Strip - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1043	730
Police Substation Ave D	O14	Storage	2x4 Rec. Acrylic T8	3	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Police Substation Ave D	MRR	Restrooms	2x4 Rec. Acrylic T8	3	1	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	1	2	48	3129	2190
Police Substation Ave D	OO4	Admin / Offices	2x4 Rec. Acrylic T8	3	4	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	4	8	48	2607	1825
Police Substation Ave D	OO3	Admin / Offices	2x4 Rec. Acrylic T8	3	3	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	3	6	48	2607	1825
Police Substation Ave D	WRR	Restrooms	2x4 Rec. Acrylic T8	3	1	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	1	2	48	3129	2190
Police Substation Ave D	O18	Elec / Mech	1X4 Strip - T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	1043	1043
Police Substation Ave D	LOW LOBBY	Hall / Corridor	2X2 Rec. Acrylic - T8	2	4	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	4	8	30	3650	3650
Police Substation Ave D	LOW LOBBY	Hall / Corridor	Compact Fluorecent	2	6	Exclude existing Compact Fluorescent fixture	0	6	0	32	3650	3650
Police Substation Ave D	HIGH LOBBY	Hall / Corridor	2X2 Rec. Acrylic - T8	2	12	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	12	24	30	3650	2555
Police Substation Ave D	HIGH LOBBY	Hall / Corridor	Compact Fluorecent	1	7	Exclude existing Compact Fluorescent fixture	0	7	0	16	3650	3650
Police Substation Ave D	HIGH LOBBY	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Police Substation Ave D	O2O	Elec / Mech	1X4 Strip - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1043	1043
Police Substation Ave D	O32	Open Office Area	2x4 Rec. Acrylic T8	3	9	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	9	18	48	2607	2607
Police Substation Ave D	O32	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Police Substation Ave D	O33	Elec / Mech	Compact Fluorecent	1	1	Exclude existing Compact Fluorescent fixture	0	1	0	16	1043	1043
Police Substation Ave D	RR	Restrooms	2x4 Rec. Acrylic T8	3	1	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	1	2	48	3129	2190
Police Substation Ave D	O1O	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Police Substation Ave D	O1O	Hall / Corridor	2X2 Rec. Acrylic - T8	2	1	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	1	2	30	3650	3650
Police Substation Ave D	OO5	MultiPurpose	2x4 Rec. Acrylic T8	3	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825
Police Substation Ave D	OO6	Open Office Area	2X2 Rec. Acrylic - T8	2	8	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	8	16	30	2607	1825
Police Substation Ave D	OO7	Storage	Compact Fluorecent	2	1	Exclude existing Compact Fluorescent fixture	0	1	0	32	2607	2607
Police Substation Ave D	OO6	Exterior	Compact Fluorecent	2	1	Exclude existing Compact Fluorescent fixture	0	1	0	32	4380	4380
Police Substation Ave D	MENS LOCKER	Restrooms	2x4 Rec. Acrylic T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	3129	3129
Police Substation Ave D	MENS LOCKER	Restrooms	Compact Fluorecent	2	3	Exclude existing Compact Fluorescent fixture	0	3	0	32	3129	3129
Police Substation Ave D	WOMENS LOCKER	Restrooms	2x4 Rec. Acrylic T8	3	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	3129	3129
Police Substation Ave D	WOMENS LOCKER	Restrooms	Compact Fluorecent	1	4	Exclude existing Compact Fluorescent fixture	0	4	0	16	3129	3129
Police Substation Ave D	EXTERIOR	Exterior	Compact Fluorecent	1	12	Exclude existing Compact Fluorescent fixture	0	12	0	16	4380	4380
Public Works Compound - Facilities Division	ENTRY	Hall / Corridor	2x4 Rec. Parabolic - T8	3	5	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	5	10	48	3650	2555
Public Works Compound - Facilities Division	ENTRY	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Public Works Compound - Facilities Division	BREAK ROOM	Break Room	2X4 Rec. Parabolic	4	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	3650	2555
Public Works Compound - Facilities Division	RESTROOM	Restrooms	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	3129	2190
Public Works Compound - Facilities Division	DAVID WILLIAMS	Admin / Offices	2x4 Rec. Parabolic - T8	3	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	2607	1825
Public Works Compound - Facilities Division	CUBICLE AREA	Open Office Area	2x4 Rec. Parabolic - T8	3	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	2607	1825
Public Works Compound - Facilities Division	JT MCFARLAND	Admin / Offices	2x4 Rec. Parabolic - T8	3	8	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	8	16	48	2607	1825
Public Works Compound - Facilities Division	JT MCFARLAND	Admin / Offices	Incandescent	1	3	Relamp Incandescent fixture with (1) 23 Compact Fluorescent Spiral	1	3	3	23	2607	2607
Public Works Compound - Facilities Division	JT RESTROOM	Restrooms	Incandescent	1	1	Relamp Incandescent fixture with (1) 23 Compact Fluorescent Spiral	1	1	1	23	3129	2190
Public Works Compound - Facilities Division	STORAGE	Storage	1X4 Industrial	2	11	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	11	22	42	2607	1825
Public Works Compound - Facilities Division	STORAGE	Storage	2X4 Surf. Acrylic	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	2607	2607
Public Works Compound - Facilities Division	RESTROOM	Restrooms	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	3129	3129
Public Works Compound - Facilities Division	SHOP 1	Shop Area	1X8 Strip	2	2	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	2	8	84	3129	2190
Public Works Compound - Facilities Division	SHOP 2	Shop Area	1X8 Strip	2	5	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	5	20	84	3129	2190
Public Works Compound - Facilities Division	SHOP 3	Shop Area	1X8 Strip	2	2	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	2	8	84	3129	2190

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Public Works Compound - Facilities Division	SHOP 4	Shop Area	1X8 Strip	2	16	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	16	64	84	3129	2190
Public Works Compound - Facilities Division	OFFICES	Admin / Offices	1X4 Strip	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	2607	2607
Public Works Compound - Facilities Division	OFFICES	Admin / Offices	1X4 Strip	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	2607	2607
Public Works Compound - Parks & Grounds	ENTRY	Hall / Corridor	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	3650	2555
Public Works Compound - Parks & Grounds	ENTRY	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Public Works Compound - Parks & Grounds	LOCKERS	Open Office Area	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
Public Works Compound - Parks & Grounds	TRAINING ROOM	Open Office Area	2x4 Rec. Parabolic - T8	3	12	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	12	24	48	2607	1825
Public Works Compound - Parks & Grounds	RR SINK	Restrooms	2x4 Rec. Parabolic - T8	3	1	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	1	2	48	3129	2190
Public Works Compound - Parks & Grounds	RR TOILETS	Restrooms	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	3129	2190
Public Works Compound - Parks & Grounds	COUNTER	Open Office Area	2x4 Rec. Parabolic - T8	3	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	2607	1825
Public Works Compound - Parks & Grounds	OFFICE 1	Admin / Offices	2X4 Rec. Parabolic	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
Public Works Compound - Parks & Grounds	CLOSET	Storage	2X2 Rec. Acrylic	2	1	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	1	2	30	2607	1825
Public Works Compound - Parks & Grounds	OFFICE 2	Admin / Offices	Compact Fluorecent	1	6	Exclude existing Compact Fluorescent	0	6	0	15	2607	1825
Public Works Compound - Parks & Grounds	EXTERIOR	Exterior	Compact Fluorecent	2	3	Exclude existing Compact Fluorescent fixture	0	3	0	32	4380	4380
Public Works Compound - Z Building	WAREHOUSE	Warehouse	Incandescent - High Bay Retro	1	15	Relamp Incandescent fixture with (1) 23w Par38 compact Fluorescent	1	15	15	23	3129	3129
Public Works Compound - Z Building	WAREHOUSE LOW	Warehouse	2x4 Rec. Parabolic - T8	3	0	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	0	0	48	3129	2190
Public Works Compound - Z Building	WAREHOUSE LOW	Warehouse	1x8 Strip 4' - T8	4	0	Relamp & Reballast fixture with (4) 28w T8 lamps and Low Power Elec. Ballast	4	0	0	84	3129	2190
Public Works Compound - Z Building	EXTERIOR	Exterior	HID Metal Halide - Flood	1	3	Replace fixture with 200w Induction Flood w/surge protection	1	3	3	210	4380	4380
Public Works Compound - Z Building	EXTERIOR	Exterior	Incandescent - Flood (2x)	2	2	Relamp Incandescent fixture with (1) 23w Par38 compact Fluorescent	1	2	2	23	4380	4380
Public Works Compound - Mower Barn	WAREHOUSE	Warehouse	1X4 Vapor Tight	2	8	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	8	16	42	3129	3129
Public Works Compound - Mower Barn	WAREHOUSE	Warehouse	1X4 Vapor Tight	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3129	3129
Public Works Compound - Mower Barn	EXTERIOR	Exterior	Incandescent - Flood	1	1	Relamp Incandescent fixture with (1) 23w Par38 compact Fluorescent	1	1	1	23	4380	4380
Public Works Compound - Small Veh.	WAREHOUSE	Warehouse	1X4 Strip	2	8	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	8	16	42	3129	3129
Public Works Compound - Small Veh.	WAREHOUSE	Warehouse	Quartz Flood	1	1	Replace fixture with 40w Induction Flood	1	1	1	40	3129	3129
Public Works Compound - Small Veh.	RESTROOM	Restrooms	Incandescent	1	2	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	2	2	14	3129	3129
Public Works Compound - Solid Waste	REAR CANOPY	Exterior	HID Metal Halide - High	1	6	Replace fixture with Fluorescent High Bay, (4) T5 lamps, HP Elec. Ballast and EA Reflector - WG	4	6	24	236	4380	4380
Public Works Compound - Solid Waste	REAR CANOPY	Exterior	Quartz Flood	1	3	Replace fixture with 40w Induction Flood	1	3	3	40	4380	4380
Public Works Compound - Solid Waste	REAR SHOP	Shop Area	1X4 Strip	2	8	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	8	16	42	3129	3129
Public Works Compound - Solid Waste	TIRE BAY	Shop Area	1X8 Strip	2	6	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	6	24	84	3129	3129
Public Works Compound - Solid Waste	TIRE BAY STORAGE	Storage	1X4 Strip - T8	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	2607
Public Works Compound - Solid Waste	TIRE BAY STORAGE	Storage	1X4 Strip	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	2607	2607
Public Works Compound - Solid Waste	KEY ROOM	Open Office Area	2x4 Rec. Parabolic - T8	3	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	2607	1825
Public Works Compound - Solid Waste	SIDE ENTRY	Open Office Area	2x4 Rec. Parabolic - T8	3	8	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	8	16	48	2607	1825
Public Works Compound - Solid Waste	SIDE ENTRY	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Public Works Compound - Solid Waste	ED HUGUNEA	Admin / Offices	2x4 Rec. Parabolic - T8	3	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	2607	1825
Public Works Compound - Solid Waste	OFFICE 1	Admin / Offices	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
Public Works Compound - Solid Waste	TYRONE COOPER	Admin / Offices	2x4 Rec. Parabolic - T8	3	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	2607	1825
Public Works Compound - Solid Waste	WOMEN'S RR	Restrooms	2x4 Rec. Parabolic - T8	3	3	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	3	6	48	3129	2190
Public Works Compound - Solid Waste	MEN'S RR	Restrooms	2x4 Rec. Parabolic - T8	3	3	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	3	6	48	3129	2190
Public Works Compound - Solid Waste	BREAK ROOM	Break Room	2x4 Rec. Parabolic - T8	3	5	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	5	10	48	3650	2555
Public Works Compound - Solid Waste	BREAK ROOM	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Public Works Compound - Solid Waste	LOCKER RM	Locker Room	2x4 Rec. Parabolic - T8	3	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	8760	6132
Public Works Compound - Solid Waste	FILE ROOM	File Room	2x4 Rec. Parabolic - T8	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	3129	2190
Public Works Compound - Solid Waste	CORNER OFFICE	Admin / Offices	2x4 Rec. Parabolic - T8	3	6	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	6	12	48	2607	2607
Public Works Compound - Solid Waste	TRASH CAN RM	Warehouse	1X4 Strip	2	9	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	9	18	42	3129	3129
Public Works Compound - Solid Waste	EXTERIOR	Exterior	Quartz Flood	1	1	Replace fixture with 40w Induction Flood	1	1	1	40	4380	4380
Public Works Compound - Solid Waste	EXTERIOR	Exterior	Compact Fluorecent	2	1	Exclude existing Compact Fluorescent fixture	0	1	0	32	4380	4380
Public Works Compound - Administration	ENTRY	Open Office Area	2X4 Rec. Parabolic	4	7	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	7	14	48	2607	1825
Public Works Compound - Administration	ENTRY	Open Office Area	2x2 Rec. Parabolic - T8	2	2	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	2	4	30	2607	2607
Public Works Compound - Administration	ENTRY	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Public Works Compound - Administration	CONF. RM	Conference Room	2X4 Rec. Parabolic	4	8	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	8	16	48	2607	1825
Public Works Compound - Administration	STORAGE	Storage	2x4 Rec. Parabolic - T8	4	1	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	1	2	48	2607	2607
Public Works Compound - Administration	STORAGE	Storage	2x4 Rec. Parabolic - T8	4	1	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	1	2	48	2607	1825
Public Works Compound - Administration	RECEPTION	Admin / Offices	2x2 Rec. Parabolic - T8	2	2	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	2	4	30	2607	1825
Public Works Compound - Administration	MARY WORKMAN	Admin / Offices	2X4 Rec. Parabolic	4	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
Public Works Compound - Administration	LOWANNA PORTER	Admin / Offices	2X4 Rec. Parabolic	4	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
Public Works Compound - Administration	HALL	Hall / Corridor	2x2 Rec. Parabolic - T8	2	4	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	4	8	30	3650	2555
Public Works Compound - Administration	TYSHA WILLIAMS	Admin / Offices	2X4 Rec. Parabolic	4	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	2607	1825
Public Works Compound - Administration	OPEN FILE	Open Office Area	2X4 Rec. Parabolic	4	6	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	6	12	48	2607	1825
Public Works Compound - Administration	JEROME SAYEY	Admin / Offices	2X4 Rec. Parabolic	4	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	2607	1825
Public Works Compound - Administration	EOC READY RM	Admin / Offices	2X4 Rec. Parabolic	4	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	2607	1825
Public Works Compound - Administration	WOMEN'S LOUNGE	Break Room	2X4 Rec. Parabolic	4	3	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	3	6	48	3650	2555
Public Works Compound - Administration	WOMEN'S LOUNGE	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Public Works Compound - Administration	WOMEN'S RR	Restrooms	2X4 Rec. Parabolic	4	1	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	1	2	48	3129	2190
Public Works Compound - Administration	WOMEN'S RR	Restrooms	Incandescent	2	1	Relamp Incandescent fixture with (2) 13w Compact Fluorescent Spiral	2	1	2	30	3129	2190
Public Works Compound - Administration	REAR HALL	Hall / Corridor	Compact Fluorecent	1	11	Exclude existing Compact Fluorescent	0	11	0	15	3650	3650
Public Works Compound - Administration	REAR HALL	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Public Works Compound - Administration	PUBLIC RR HALL	Hall / Corridor	2x4 Rec. Parabolic - T8	3	1	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	1	2	48	3650	2555
Public Works Compound - Administration	PUBLIC RR	Restrooms	2x2 Rec. Parabolic - T8	2	1	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	1	2	30	3129	2190
Public Works Compound - Administration	MIKE REALS	Admin / Offices	2x4 Rec. Parabolic - T8	3	6	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	6	12	48	2607	1825
Public Works Compound - Administration	COPY RM	Copy Room	2x4 Rec. Parabolic - T8	3	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	3129	2190
Public Works Compound - Administration	FLEET MANAGER	Admin / Offices	2x4 Rec. Parabolic - T8	3	5	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	5	10	48	2607	1825
Public Works Compound - Administration	STORAGE	Storage	1X4 Strip	2	10	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	10	20	42	2607	2607
Public Works Compound - Administration	STAIRS	Hall / Corridor	2X4 Rec. Parabolic	4	3	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	3	6	48	3650	2555
Public Works Compound - Administration	HALL	Hall / Corridor	2X4 Rec. Parabolic	4	1	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	1	2	48	3650	3650
Public Works Compound - Administration	HALL	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Public Works Compound - Administration	TRAINING RM	Open Office Area	2X4 Rec. Parabolic	4	6	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	6	12	48	2607	1825
Public Works Compound - Administration	TRAINING RM	Training Room	2X4 Rec. Parabolic	4	1	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	1	2	48	3129	2190
Public Works Compound - Administration	OFFICE	Admin / Offices	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825
Public Works Compound - Administration	POLICE OPEN	Open Office Area	2X4 Rec. Acrylic	4	11	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	11	22	48	2607	2607
Public Works Compound - Administration	POLICE OPEN	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Public Works Compound - Administration	VIDEO RM	Admin / Offices	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Public Works Compound - Administration	OFFICE 1	Admin / Offices	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825
Public Works Compound - Administration	OFFICE 2	Admin / Offices	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825
Public Works Compound - Administration	OFFICE 3	Admin / Offices	2X4 Rec. Acrylic	4	4	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	4	8	48	2607	1825
Public Works Compound - Administration	CONF. RM	Conference Room	2X4 Rec. Acrylic	4	3	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	3	6	48	2607	1825
Public Works Compound - Administration	BREAK RM	Break Room	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	3650	2555
Public Works Compound - Administration	CLOSET	Storage	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	2607	2607
Public Works Compound - Administration	RESTROOM	Restrooms	2X4 Rec. Acrylic	4	1	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	1	2	48	3129	2190
Public Works Compound - Administration	ENTRY EXT	Exterior	HID HPS - Wall Pack	1	1	Replace fixture with 80w Induction Wall Pack fixture	1	1	1	84	4380	4380
Public Works Compound - Administration	WAREHOUSE	Warehouse	HID Metal Halide - High	1	10	Replace fixture with Fluorescent High Bay, (4) T5 lamps, HP Elec. Ballast and EA Reflector - WG	4	10	40	236	3129	3129
Public Works Compound - Administration	WAREHOUSE	24/7	Exit Inc. Double Face	2	1	Replace fixture with NEW LED Exit Sign - Battery Back Up	0	1	0	3	8760	8760
Public Works Compound - Administration	WAREHOUSE OFFICE	Admin / Offices	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825
Public Works Compound - Administration	LOFT	Warehouse	Incandescent - China Hat	1	3	Relamp Incandescent fixture with (1) 23 Compact Fluorescent Spiral	1	3	3	23	3129	3129
Public Works Compound - Administration	EXTERIOR	Exterior	HID Metal Halide - Flood	1	3	Replace fixture with 200w Induction Flood w/surge protection	1	3	3	210	4380	4380
Public Works Compound - Fleet	COUNTER	Open Office Area	2x4 Rec. Parabolic - T8	3	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	2607	1825
Public Works Compound - Fleet	TOOL RM	Shop Area	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	3129	2190
Public Works Compound - Fleet	SAFETY SUPPLY	Storage	2X4 Rec. Acrylic	4	6	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	6	12	48	2607	1825
Public Works Compound - Fleet	FLEET FOREMAN	Admin / Offices	2x4 Rec. Parabolic - T8	3	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	2607	1825
Public Works Compound - Fleet	FLEET SHOP	Shop Area	1X8 Strip	2	28	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	28	112	84	3129	3129
Public Works Compound - Fleet	FLEET SHOP	Shop Area	1X8 Strip	1	8	Retrofit 1x8 fixture with (2) T8 lamps, Elec. Ballast and Reflector Kit	2	8	16	48	3129	3129
Public Works Compound - Fleet	FLEET SHOP W?	Shop Area	1X8 Strip	2	3	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	3	12	84	3129	3129
Public Works Compound - Fleet	SHOP OFFICE	Admin / Offices	1X4 Wrap	2	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	2607	1825
Public Works Compound - Fleet	CAGE	Storage	1X8 Strip	2	2	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	2	8	84	2607	2607
Public Works Compound - Fleet	OIL BAY	Shop Area	HID Metal Halide - High	1	2	Replace fixture with Fluorescent High Bay, (4) T5 lamps, HP Elec. Ballast and EA Reflector - WG	4	2	8	236	3129	3129
Public Works Compound - Fleet	OIL BAY	Shop Area	1X8 Strip	2	6	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	6	24	84	3129	3129
Public Works Compound - Fleet	EXTERIOR	Exterior	HID Metal Halide - Cobra	1	1	Replace fixture with 80w Induction Cobra Head fixture	1	1	1	84	4380	4380
Public Works Compound - Streets	MANAGER	Admin / Offices	2x4 Rec. MiniCube	3	6	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	6	12	48	2607	1825
Public Works Compound - Streets	MANAGER	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Public Works Compound - Streets	RESTROOM	Restrooms	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	3129	3129
Public Works Compound - Streets	HALL	Hall / Corridor	2x4 Rec. MiniCube	3	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	3650	3650
Public Works Compound - Streets	HALL	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Public Works Compound - Streets	OFFICE	Admin / Offices	2x4 Rec. MiniCube	3	4	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	4	8	48	2607	1825
Public Works Compound - Streets	CONF. RM	Conference Room	2x4 Rec. MiniCube	3	4	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	4	8	48	2607	1825
Public Works Compound - Streets	TRAINING RM	Open Office Area	2x4 Rec. MiniCube	3	14	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	14	28	48	2607	1825
Public Works Compound - Streets	TRAINING RM	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Public Works Compound - Streets	DATA CLOSET	Elec / Mech	1X4 Wrap	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1043	1043
Public Works Compound - Streets	HVAC	Elec / Mech	1X4 Wrap	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1043	1043
Public Works Compound - Streets	KITCHEN	Break Room	2x4 Rec. MiniCube	3	1	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	1	2	48	3650	3650
Public Works Compound - Streets	OPEN	Open Office Area	2x4 Rec. MiniCube	3	6	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	6	12	48	2607	1825
Public Works Compound - Streets	CLOSET 1	Storage	2x4 Rec. MiniCube	3	1	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	1	2	48	2607	2607
Public Works Compound - Streets	CLOSET 2`	Storage	2x4 Rec. MiniCube	3	1	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	1	2	48	2607	2607
Public Works Compound - Streets	OPEN	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Public Works Compound - Streets	RR	Restrooms	2x4 Rec. MiniCube	3	1	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	1	2	48	3129	3129
Public Works Compound - Streets	RR	Restrooms	1X4 Wrap	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	3129	3129
Public Works Compound - Streets	RR TOILET	Restrooms	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	3129	3129
Public Works Compound - Streets	PATIO	Exterior	1X4 Vapor Tight	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	4380	4380
Public Works Compound - Streets	PATIO	Exterior	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	4380	4380
Public Works Compound - Streets	EXTERIOR	Exterior	HID Metal Halide - Wall	1	1	Replace fixture with 150w Induction Wall Pack fixture	1	1	1	163	4380	4380
Public Works Compound - Streets	VEHICLE CANOPY	Shop Area	HID Metal Halide - High	1	3	Replace fixture with Fluorescent High Bay, (4) T5 lamps, HP Elec. Ballast and EA Reflector - WG	4	3	12	236	3129	3129
Public Works Compound - Streets	REPAIR BAY	Shop Area	HID Metal Halide - High	1	4	Replace fixture with Fluorescent High Bay, (4) T5 lamps, HP Elec. Ballast and EA Reflector - WG	4	4	16	236	3129	3129
Public Works Compound - Streets	REPAIR BAY	Shop Area	Incandescent - China Hat	1	11	Remove existing fixture	0	11	0	0	3129	3129
Public Works Compound - Streets	REPAIR BAY	Shop Area	Quartz Flood	1	7	Remove existing fixture	0	7	0	0	3129	3129
Public Works Compound - Streets	LOFT	Shop Area	Incandescent - China Hat	1	3	Replace fixture with 1x4 Industrial, (2) T8 lamps and LP Elec. Ballast	2	3	6	48	3129	3129
Public Works Compound - Streets	PARTS RM	Shop Area	1X8 Strip	2	2	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	2	8	84	3129	3129
Public Works Compound - Streets	CLOSET	Storage	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	2607	2607
Public Works Compound - Streets	TIRE RM	Storage	1X4 Industrial	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	2607	1825
Public Works Compound - Streets	RR	Restrooms	Incandescent	3	1	Relamp Incandescent fixture with (2) 13w Compact Fluorescent Spiral	2	1	2	30	3129	2190
Public Works Compound - Streets	2ND FL STORAGE	Storage	1X8 Strip	2	2	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	2	8	84	2607	2607
Public Works Compound - Streets	WELDING	Shop Area	1X8 Strip	2	3	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	3	12	84	3129	3129
Public Works Compound - Streets	TRACTOR BAY	Shop Area	HID Metal Halide - High	1	8	Replace fixture with Fluorescent High Bay, (4) T5 lamps, HP Elec. Ballast and EA Reflector - WG	4	8	32	236	3129	3129
Public Works Compound - Streets	OFFICE	Admin / Offices	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	2607	2607
Public Works Compound - Streets	BREAK RM	Break Room	2X4 Rec. Parabolic	3	4	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	4	8	48	3650	2555
Public Works Compound - Streets	RR SINK	Restrooms	2X4 Rec. Parabolic	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	3129	2190
Public Works Compound - Streets	RR TOILET	Restrooms	2X4 Rec. Parabolic	3	2	Retrofit 2x4 Parabolic fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit - Power feed must be	2	2	4	48	3129	2190
Public Works Compound - Streets	WATER HEATER	Elec / Mech	Incandescent - Recessed Can	1	1	Relamp Incandescent fixture with (1) 23 Compact Fluorescent Spiral	1	1	1	23	1043	1043
Public Works Compound - Streets	SHOWER	Restrooms	Incandescent - Recessed Can	1	1	Relamp Incandescent fixture with (1) 23 Compact Fluorescent Spiral	1	1	1	23	3129	3129
Public Works Compound - Streets	BREAK RM	24/7	Exit LED - Bug EYE	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Public Works Compound - Open Truck Bay	TRUCK BAYS	Exterior	HID Metal Halide - High	1	8	Replace fixture with Fluorescent High Bay, (4) T5 lamps, HP Elec. Ballast and EA Reflector - WG	4	8	32	236	4380	4380
Public Works Compound - Cone Storage	WAREHOUSE	Warehouse	1X8 Strip	2	4	Retrofit 1x8 fixture with (4) 28w T8 lamps, LP Elec. Ballast and Reflector Kit	4	4	16	84	3129	3129
Public Works Compound - Gas Engine Repair	BAY 1	Shop Area	1X4 Vapor Tight	2	6	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	6	12	42	3129	3129
Public Works Compound - Gas Engine Repair	BAY 2	Shop Area	1X4 Vapor Tight	2	4	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	4	8	42	3129	3129
Public Works Compound - Gas Engine Repair	BAY 3	Shop Area	1X4 Vapor Tight	2	8	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	8	16	42	3129	3129
Public Works Compound - Gas Engine Repair	EXTERIOR	Exterior	Incandescent - Flood	1	2	Relamp Incandescent fixture with (1) 23w Par38 compact Fluorescent	1	2	2	23	4380	4380
Public Works Compound - Gas Engine Repair	EXTERIOR	Exterior	Incandescent - Flood (2x)	2	1	Relamp Incandescent fixture with (1) 23w Par38 compact Fluorescent	1	1	1	23	4380	4380
Public Works Compound - Fuel Island / Flag	FUEL CNAOPY	Exterior	HID Metal Halide -	1	12	Replace fixture with 80w Induction Canopy/Garage Fixture	0	12	0	100	4380	4380
Public Works Compound - Fuel Island / Flag	FLAG POLE	Exterior	HID Metal Halide - Flood	1	1	Replace fixture with 36w LED Flood	1	1	1	36	4380	4380
Ft. Pierce Community Center	SERVER RM	Elec / Mech	1X4 Wrap - T8	2	1	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	1	2	42	1043	1043
Ft. Pierce Community Center	SUPPLY CLOSET	Storage	Incandescent	1	1	Relamp Incandescent fixture with (1) 23 Compact Fluorescent Spiral	1	1	1	23	2086	1460
Ft. Pierce Community Center	CONF. RM	Open Community	2X4 Rec. Acrylic	4	8	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	8	16	48	4171	2920
Ft. Pierce Community Center	HALL	Hall / Corridor	2X4 Rec. Acrylic	4	3	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	3	6	48	4171	4171
Ft. Pierce Community Center	HALL	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Ft. Pierce Community Center	OFFICE	Admin / Office	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825
Ft. Pierce Community Center	OFFICE 2	Admin / Office	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2607	1825

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Ft. Pierce Community Center	MRR	Restrooms	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	4171	2920
Ft. Pierce Community Center	WRR	Restrooms	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	4171	2920
Ft. Pierce Community Center	ENTRY FOYER	Hall / Corridor	2X4 Rec. Acrylic	4	8	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	8	16	48	4171	4171
Ft. Pierce Community Center	ENTRY FOYER	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Ft. Pierce Community Center	HALL	Hall / Corridor	2X4 Rec. Acrylic	4	1	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	1	2	48	4171	4171
Ft. Pierce Community Center	REAR ROOM	Open Community	1X4 Strip	2	24	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	24	48	42	4171	4171
Ft. Pierce Community Center	REAR ROOM	Open Community	Incandescent - MR16 Track	1	8	Relamp incandescent fixture with LED Par20	1	8	8	12	4171	4171
Ft. Pierce Community Center	REAR ROOM	24/7	Exit LED - Bug EYE	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Ft. Pierce Community Center	KITCHEN	Kitchen Area	1X4 Wrap	4	2	Relamp & Reballast fixture with (2) 28w T8 lamps and Low Power Elec. Ballast	2	2	4	42	4171	2920
Ft. Pierce Community Center	MAIN ROOM	Open Community	Compact Fluorecent	3	7	Exclude existing Compact Fluorescent fixture	3	7	21	39	4171	4171
Ft. Pierce Community Center	MAIN ROOM	Open Community	Incandescent - Dimming	3	24	Relamp incandescent fixture with (3) LED A-19 - Dimming	3	24	72	21	4171	4171
Ft. Pierce Community Center	MAIN ROOM	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Ft. Pierce Community Center	STAGE	Open Community	Incandescent	1	6	Relamp Incandescent fixture with (2) 13w Compact Fluorescent Spiral	2	6	12	30	4171	4171
Ft. Pierce Community Center	STAGE	Open Community	Incandescent	1	4	Relamp Incandescent fixture with (1) 23w Par38 compact Fluorescent	1	4	4	23	4171	4171
Ft. Pierce Community Center	STAIR 1	Open Community	Incandescent - Dimming	1	1	Relamp incandescent fixture with LED Par30 - Long Neck	1	1	1	21	4171	4171
Ft. Pierce Community Center	STAIR 2	Open Community	Incandescent - Dimming	1	1	Relamp incandescent fixture with LED Par30 - Long Neck	1	1	1	21	4171	4171
Ft. Pierce Community Center	STORAGE	Storage	2X4 Rec. Acrylic	4	2	Retrofit fixture with (2) 28w T8 lamps, Elec. ballast and Reflector Kit	2	2	4	48	2086	1460
Ft. Pierce Community Center	FRONT CANOPY	Exterior	Incandescent - Cylindar	1	4	Relamp Incandescent fixture with (1) 23w Par38 compact Fluorescent	1	4	4	23	4380	4380
Ft. Pierce Community Center	FRONT CANOPY	Exterior	HID HPS - Canopy	1	5	Replace fixture with 40w Induction Canopy	1	5	5	40	4380	4380
Ft. Pierce Community Center	FRONT ENTRY	Exterior	Compact Fluorecent	1	8	Exclude existing Compact Fluorescent fixture	0	8	0	16	4380	4380
Ft. Pierce Community Center	ELEC. ROOM	Elec / Mech	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	1043	1043
Ft. Pierce Community Center	WALL	Exterior	2X2 Rec. Acrylic	2	4	Retrofit fixture with (2) 2' 17w lamps, Elec. Ballast and Reflector Kit	2	4	8	30	4380	4380
Ft. Pierce Community Center	PARKING	Exterior	HID Metal Halide - Flood	1	2	Replace fixture with 200w Induction Flood w/surge protection	1	2	2	210	4380	4380
Ft. Pierce Community Center	FLAG POLE	Exterior	Incandescent - Flood	1	1	Replace fixture with LED flood/spot	2	1	2	0	4380	4380
Ft. Pierce Community Center	FOUNTAIN	Exterior	Incandescent - Flood	1	4	Replace fixture with LED flood/spot	2	4	8	0	4380	4380
Seven Gables House	CONF. RM.	Conference Room	Incandescent - Dimming	1	8	Relamp incandescent fixture with LED Par20	1	8	8	12	2607	2607
Seven Gables House	CONF. RM.	Conference Room	Incandescent - Dimming	1	4	Relamp incandescent fixture with LED MR16	1	4	4	10	2607	2607
Seven Gables House	CONF. RM.	24/7	Exit LED - Bug EYE	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Seven Gables House	HALL	Hall / Corridor	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	3650	3650
Seven Gables House	HALL	24/7	Exit LED - Bug EYE	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Seven Gables House	OFFICE 1	Admin / Offices	Compact Fluorecent	3	1	Exclude existing Compact Fluorescent fixture	3	1	3	39	2607	1825
Seven Gables House	OFFICE 2	Admin / Offices	Compact Fluorecent	3	1	Exclude existing Compact Fluorescent fixture	3	1	3	39	2607	1825
Seven Gables House	FIRE PLACE RM	Seven Gables Bldg	Compact Fluorescent	2	1	Exclude existing Compact Fluorescent Fixture	0	1	0	11	2607	2607
Seven Gables House	ENTRY FOYER	Seven Gables Bldg	Incandescent	1	2	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	2	2	14	2607	2607
Seven Gables House	ENTRY FOYER	Seven Gables Bldg	Incandescent	2	1	Relamp Incandescent fixture with (2) 13w Compact Fluorescent Spiral	2	1	2	30	2607	2607
Seven Gables House	ENTRY FOYER	24/7	Exit LED Double Face	1	2	Exclude LED Exit Sign	0	2	0	3	8760	8760
Seven Gables House	PLAQUE RM	Seven Gables Bldg	Compact Fluorescent	2	1	Exclude existing Compact Fluorescent Fixture	0	1	0	11	2607	2607
Seven Gables House	BROCHURE RM	Seven Gables Bldg	Incandescent - Dimming	1	21	Relamp incandescent fixture with LED Par20	1	21	21	12	2607	2607
Seven Gables House	BROCHURE RM	Seven Gables Bldg	Incandescent	1	12	Relamp incandescent fixture with LED MR16	1	12	12	10	2607	2607
Seven Gables House	BROCHURE RM	24/7	Exit LED - Bug EYE	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760
Seven Gables House	BROCHURE RM	24/7	Exit LED Double Face	1	1	Exclude LED Exit Sign	0	1	0	3	8760	8760

BUILDING INFORMATION			EXISTING SYSTEM			PROPOSED SYSTEM					OCCUPANCY SENS	
Building Description	Room #	Room Type	Existing Fixture Description	Exist. # Lamps	Exist. Fixt. Qty	ECM Description	ECM # Lamps	ECM Qty	ECM Total # Lamps	100% ECM Watts	Exist. Annual Hrs	Control New Annual Hrs
Seven Gables House	BREAK RM	Seven Gables Bldg	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	2607	2607
Seven Gables House	AC ROOM	Elec / Mech	Incandescent	1	1	Relamp Incandescent fixture with (1) 14w Compact Fluorescent Spiral	1	1	1	14	1043	1043
Seven Gables House	PORCH	Exterior	Compact Fluorescent	2	7	Exclude existing Compact Fluorescent Fixture	0	7	0	11	4380	4380
Seven Gables House	MRR	Restrooms	Compact Fluorescent	2	1	Exclude existing Compact Fluorescent Fixture	0	1	0	11	3129	2190
Seven Gables House	WRR	Restrooms	Compact Fluorescent	2	1	Exclude existing Compact Fluorescent Fixture	0	1	0	11	3129	2190
Seven Gables House	LOFT	Exterior	Compact Fluorescent	2	1	Exclude existing Compact Fluorescent Fixture	0	1	0	11	4380	4380

APPENDIX B. WATER FIXTURE CONSUMPTION

City of Fort Pierce
City Hall

Existing Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	3.5	1	33.4	350.7
Water Closet (male)	1	3.5	1	29.6	103.6
Urinal (male)	2	1.5	1	28.4	85.2
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	2.2	30	65.6	216.48
Lavatory (auto control)	3	2.2	12	65.6	86.592
Kitchen Sink	1	2.5	15	0	0
Shower	0.1	2.5	300	0	0

Total Daily Volume (gal)	842.572
Annual Work Days	260
Annual Volume (gal)	219068.7
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	219068.7

FTE Occupant Multipliers

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust. Factor	FTE Occupants
25	2	0.5	37	0.2	33.4
24	2	1	36	0.1	29.6
24	2	0.4	36	0.1	28.4
0	0	0.4	0	0.1	0

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust. Factor	FTE Occupants
49	4	0.5	73	0.2	65.6
49	4	0.5	73	0.2	65.6
0	0	0	73	0	0
0	0	0	0	0	0

Flush Fixture	Flow Rate (gpf)
Conventional Water Closet	3.5
Low-Flow Water Closet	1.28
Conventional Urinal	1.5
Low-Flow Urinal	0.125

Flow Fixture	Flow Rate (gpm)
Conventional Lavatory	2.2
Low-Flow Lavatory	0.5
Ultra Low-Flow Lavatory	0.35
Kitchen Sink	2.5
Low-Flow Kitchen Sink	1.5
Shower	2.5
Low-Flow Shower	1.5

Proposed Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	1.28	1	33.4	128.256
Water Closet (male)	1	1.28	1	29.6	37.888
Urinal (male)	2	0.125	1	28.4	7.1
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	0.5	30	65.6	49.2
Lavatory (auto control)	3	0.5	12	65.6	19.68
Kitchen Sink	1	1.5	15	0	0
Shower	0.1	1.5	300	0	0

Total Daily Volume (gal)	242.1
Annual Work Days	260
Annual Volume (gal)	62952
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	62952

Existing Water Consumption =	219068.72 gal/year
Proposed Water Consumption	62952 gal/year
Consumption Reduction	156116 gal/year
% Reduction over baseline =	71.26%

Var. Water Rate ($/Kgal) =	$8.30
Annual Water Savings =	$1,295.77

Fixture	Qty
Flush Valve WC	23
Tank WC	1
Urinal	6
Lavatory	20
Shower	0
Kitchen Sink	2

City of Fort Pierce
Ft Pierce Community Center (River Walk Center)

Existing Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	3.5	1	21	220.5
Water Closet (male)	1	3.5	1	11	38.5
Urinal (male)	2	1.5	1	11	33
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	2.2	30	42	138.6
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	2.5	15	2	1.25
Shower	0.1	2.5	300	0	0

Total Daily Volume (gal)	431.85
Annual Work Days	350
Annual Volume (gal)	151147.5
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	151147.5

FTE Occupant Multipliers

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
1	0	0.5	100	0.2	21
1	0	1	100	0.1	11
1	0	0.4	100	0.1	11
0	0	0.4	0	0.1	0

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
2	0	0.5	200	0.2	42
0	0	0.5	0	0.2	0
2	0	0	200	0	2
0	0	0	0	0	0

Flush Fixture	Flow Rate (gpf)
Conventional Water Closet	3.5
Low-Flow Water Closet	1.28
Conventional Urinal	1.5
Low-Flow Urinal	0.125

Flow Fixture	Flow Rate (gpm)
Conventional Lavatory	2.2
Low-Flow Lavatory	0.5
Ultra Low-Flow Lavatory	0.35
Kitchen Sink	2.5
Low-Flow Kitchen Sink	1.5
Shower	2.5
Low-Flow Shower	1.5

Proposed Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	1.28	1	21	80.64
Water Closet (male)	1	1.28	1	11	14.08
Urinal (male)	2	0.125	1	11	2.75
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	0.5	30	42	31.5
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	1.5	15	2	0.75
Shower	0.1	1.5	300	0	0

Total Daily Volume (gal)	129.7
Annual Work Days	350
Annual Volume (gal)	45402
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	45402

Existing Water Consumption =	151147.5 gal/year
Proposed Water Consumption	45402 gal/year
Consumption Reduction	105746 gal/year
% Reduction over baseline =	69.96%

Var. Water Rate ($/Kgal) =	$8.09
Annual Water Savings =	$855.48

Fixture	Qty
Flush Valve WC	6
Tank WC	0
Urinal	3
Lavatory	4
Shower	0
Kitchen Sink	1

City of Fort Pierce
Marina

Existing Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	3.5	1	7.5	78.75
Water Closet (male)	1	3.5	1	7	24.5
Urinal (male)	2	1.5	1	5.8	17.4
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	2.2	30	14	46.2
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	2.5	15	0	0
Shower	0.1	2.5	300	0	0

Total Daily Volume (gal)	166.85
Annual Work Days	350
Annual Volume (gal)	58397.5
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	58397.5

FTE Occupant Multipliers

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
3	1	0.5	20	0.2	7.5
3	2	1	20	0.1	7
3	2	0.4	20	0.1	5.8
0	0	0.4	0	0.1	0

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
6	0	0.5	40	0.2	14
0	0	0.5	0	0.2	0
0	0	0	0	0	0
0	0	0	0	0	0

Flush Fixture	Flow Rate (gpf)
Conventional Water Closet	3.5
Low-Flow Water Closet	1.28
Conventional Urinal	1.5
Low-Flow Urinal	0.125

Flow Fixture	Flow Rate (gpm)
Conventional Lavatory	2.2
Low-Flow Lavatory	0.5
Ultra Low-Flow Lavatory	0.35
Kitchen Sink	2.5
Low-Flow Kitchen Sink	1.5
Shower	2.5
Low-Flow Shower	1.5

Proposed Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	1.28	1	7.5	28.8
Water Closet (male)	1	1.28	1	7	8.96
Urinal (male)	2	0.125	1	5.8	1.45
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	0.5	30	14	10.5
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	1.5	15	0	0
Shower	0.1	1.5	300	0	0

Total Daily Volume (gal)	49.7
Annual Work Days	350
Annual Volume (gal)	17399
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	17399

Existing Water Consumption =	58397.5 gal/year
Proposed Water Consumption	17399 gal/year
Consumption Reduction	40999 gal/year
% Reduction over baseline =	70.21%

Var. Water Rate ($/Kgal) =	$8.30
Annual Water Savings =	$340.29

Fixture	Qty
Flush Valve WC	5
Tank WC	3
Urinal	3
Lavatory	7
Shower	5
Kitchen Sink	0

City of Fort Pierce
PAL Park

Existing Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	3.5	1	5	52.5
Water Closet (male)	1	3.5	1	3	10.5
Urinal (male)	2	1.5	1	3	9
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	2.2	30	10	33
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	2.5	15	2	1.25
Shower	0.1	2.5	300	0	0

Total Daily Volume (gal)	106.25
Annual Work Days	350
Annual Volume (gal)	37187.5
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	37187.5

FTE Occupant Multipliers

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
1	0	0.5	20	0.2	5
1	0	1	20	0.1	3
1	0	0.4	20	0.1	3
0	0	0.4	0	0.1	0

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
2	0	0.5	40	0.2	10
0	0	0.5	0	0.2	0
2	0	0	40	0	2
0	0	0	0	0	0

Flush Fixture	Flow Rate (gpf)
Conventional Water Closet	3.5
Low-Flow Water Closet	1.28
Conventional Urinal	1.5
Low-Flow Urinal	0.125

Flow Fixture	Flow Rate (gpm)
Conventional Lavatory	2.2
Low-Flow Lavatory	0.5
Ultra Low-Flow Lavatory	0.35
Kitchen Sink	2.5
Low-Flow Kitchen Sink	1.5
Shower	2.5
Low-Flow Shower	1.5

Proposed Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	1.28	1	5	19.2
Water Closet (male)	1	1.28	1	3	3.84
Urinal (male)	2	0.125	1	3	0.75
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	0.5	30	10	7.5
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	1.5	15	2	0.75
Shower	0.1	1.5	300	0	0

Total Daily Volume (gal)	32.0
Annual Work Days	350
Annual Volume (gal)	11214
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	11214

Existing Water Consumption =	37187.5 gal/year
Proposed Water Consumption	11214 gal/year
Consumption Reduction	25974 gal/year
% Reduction over baseline =	69.84%

Var. Water Rate ($/Kgal) =	$8.30
Annual Water Savings =	$215.58

Fixture	Qty
Flush Valve WC	0
Tank WC	3
Urinal	1
Lavatory	4
Shower	0
Kitchen Sink	0

City of Fort Pierce
Police Main Station

Existing Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	3.5	1	18.7	196.35
Water Closet (male)	1	3.5	1	21.6	75.6
Urinal (male)	2	1.5	1	16.2	48.6
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	2.2	30	37.4	123.42
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	2.5	15	22	13.75
Shower	0.1	2.5	300	22	27.5

Total Daily Volume (gal)	485.22
Annual Work Days	365
Annual Volume (gal)	177105.3
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	177105.3

FTE Occupant Multipliers

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
11	9	0.5	16	0.2	18.7
11	9	1	16	0.1	21.6
11	9	0.4	16	0.1	16.2
0	0	0.4	0	0.1	0

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
22	18	0.5	32	0.2	37.4
0	0	0.5	0	0.2	0
22	18	0	32	0	22
22	18	0	32	0	22

Flush Fixture	Flow Rate (gpf)
Conventional Water Closet	3.5
Low-Flow Water Closet	1.28
Conventional Urinal	1.5
Low-Flow Urinal	0.125

Flow Fixture	Flow Rate (gpm)
Conventional Lavatory	2.2
Low-Flow Lavatory	0.5
Ultra Low-Flow Lavatory	0.35
Kitchen Sink	2.5
Low-Flow Kitchen Sink	1.5
Shower	2.5
Low-Flow Shower	1.5

Proposed Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	1.28	1	18.7	71.808
Water Closet (male)	1	1.28	1	21.6	27.648
Urinal (male)	2	0.125	1	16.2	4.05
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	0.5	30	37.4	28.05
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	1.5	15	22	8.25
Shower	0.1	1.5	300	22	16.5

Total Daily Volume (gal)	156.3
Annual Work Days	365
Annual Volume (gal)	57052
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	57052

Existing Water Consumption =	177105.3 gal/year
Proposed Water Consumption	57052 gal/year
Consumption Reduction	120054 gal/year
% Reduction over baseline =	67.79%

Var. Water Rate ($/Kgal) =	$8.11
Annual Water Savings =	$973.63

Fixture	Qty
Flush Valve WC	10
Tank WC	0
Urinal	6
Lavatory	14
Shower	9
Kitchen Sink	2

City of Fort Pierce
Police Substation Ave D

Existing Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	3.5	1	0.5	5.25
Water Closet (male)	1	3.5	1	2	7
Urinal (male)	2	1.5	1	1.4	4.2
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	2.2	30	2	6.6
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	2.5	15	1	0.625
Shower	0.1	2.5	300	0	0

Total Daily Volume (gal)	23.675
Annual Work Days	365
Annual Volume (gal)	8641.375
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	8641.375

FTE Occupant Multipliers

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
0	1	0.5	0	0.2	0.5
1	1	1	0	0.1	2
1	1	0.4	0	0.1	1.4
0	0	0.4	0	0.1	0

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
1	2	0.5	0	0.2	2
0	0	0.5	0	0.2	0
1	2	0	0	0	1
0	0	0	0	0	0

Flush Fixture	Flow Rate (gpf)
Conventional Water Closet	3.5
Low-Flow Water Closet	1.28
Conventional Urinal	1.5
Low-Flow Urinal	0.125

Flow Fixture	Flow Rate (gpm)
Conventional Lavatory	2.2
Low-Flow Lavatory	0.5
Ultra Low-Flow Lavatory	0.35
Kitchen Sink	2.5
Low-Flow Kitchen Sink	1.5
Shower	2.5
Low-Flow Shower	1.5

Proposed Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	1.28	1	0.5	1.92
Water Closet (male)	1	1.28	1	2	2.56
Urinal (male)	2	0.125	1	1.4	0.35
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	0.5	30	2	1.5
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	1.5	15	1	0.375
Shower	0.1	1.5	300	0	0

Total Daily Volume (gal)	6.7
Annual Work Days	365
Annual Volume (gal)	2447
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	2447

Existing Water Consumption =	8641.375 gal/year
Proposed Water Consumption	2447 gal/year
Consumption Reduction	6194 gal/year
% Reduction over baseline =	71.68%

Var. Water Rate ($/Kgal) =	$8.30
Annual Water Savings =	$51.41

Fixture	Qty
Flush Valve WC	3
Tank WC	0
Urinal	1
Lavatory	4
Shower	0
Kitchen Sink	1

City of Fort Pierce
Public Works Compound

Existing Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	3.5	1	9.9	103.95
Water Closet (male)	1	3.5	1	11.3	39.55
Urinal (male)	2	1.5	1	10.7	32.1
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	2.2	30	21	69.3
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	2.5	15	15	9.375
Shower	0.1	2.5	300	2	2.5

Total Daily Volume (gal)	256.775
Annual Work Days	260
Annual Volume (gal)	66761.5
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	66761.5

FTE Occupant Multipliers

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
9	1	0.5	2	0.2	9.9
10	1	1	3	0.1	11.3
10	1	0.4	3	0.1	10.7
0	0	0.4	0	0.1	0

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
19	2	0.5	5	0.2	21
0	0	0.5	0	0.2	0
15	2	0	5	0	15
2	0	0	5	0	2

Flush Fixture	Flow Rate (gpf)
Conventional Water Closet	3.5
Low-Flow Water Closet	1.28
Conventional Urinal	1.5
Low-Flow Urinal	0.125

Flow Fixture	Flow Rate (gpm)
Conventional Lavatory	2.2
Low-Flow Lavatory	0.5
Ultra Low-Flow Lavatory	0.35
Kitchen Sink	2.5
Low-Flow Kitchen Sink	1.5
Shower	2.5
Low-Flow Shower	1.5

Proposed Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	1.28	1	9.9	38.016
Water Closet (male)	1	1.28	1	11.3	14.464
Urinal (male)	2	0.125	1	10.7	2.675
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	0.5	30	21	15.75
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	1.5	15	15	5.625
Shower	0.1	1.5	300	2	1.5

Total Daily Volume (gal)	78.0
Annual Work Days	260
Annual Volume (gal)	20288
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	20288

Existing Water Consumption =	66761.5 gal/year
Proposed Water Consumption	20288 gal/year
Consumption Reduction	46474 gal/year
% Reduction over baseline =	69.61%

Var. Water Rate ($/Kgal) =	$8.30
Annual Water Savings =	$385.73

Fixture	Qty
Flush Valve WC	3
Tank WC	13
Urinal	9
Lavatory	15
Shower	1
Kitchen Sink	2

City of Fort Pierce
Seven Gables House

Existing Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	3.5	1	4.4	46.2
Water Closet (male)	3	3.5	1	2.6	27.3
Urinal (male)	2	1.5	1	0	0
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	2.2	30	8.1	26.73
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	2.5	15	1	0.625
Shower	0.1	2.5	300	0	0

Total Daily Volume (gal)	100.855
Annual Work Days	350
Annual Volume (gal)	35299.25
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	35299.25

FTE Occupant Multipliers

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
1	0	0.5	17	0.2	4.4
0	1	1	16	0.1	2.6
0	0	0.4	0	0.1	0
0	0	0.4	0	0.1	0

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
1	1	0.5	33	0.2	8.1
0	0	0.5	0	0.2	0
1	1	0	33	0	1
0	0	0	0	0	0

Flush Fixture	Flow Rate (gpf)
Conventional Water Closet	3.5
Low-Flow Water Closet	1.28
Conventional Urinal	1.5
Low-Flow Urinal	0.125

Flow Fixture	Flow Rate (gpm)
Conventional Lavatory	2.2
Low-Flow Lavatory	0.5
Ultra Low-Flow Lavatory	0.35
Kitchen Sink	2.5
Low-Flow Kitchen Sink	1.5
Shower	2.5
Low-Flow Shower	1.5

Proposed Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	1.28	1	4.4	16.896
Water Closet (male)	1	1.28	1	2.6	3.328
Urinal (male)	2	0.125	1	0	0
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	0.5	30	8.1	6.075
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	1.5	15	1	0.375
Shower	0.1	1.5	300	0	0

Total Daily Volume (gal)	26.7
Annual Work Days	350
Annual Volume (gal)	9336
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	9336

Existing Water Consumption =	35299.25	gal/year
Proposed Water Consumption	9336	gal/year
Consumption Reduction	25963	gal/year
% Reduction over baseline =	73.55%	

Var. Water Rate ($/Kgal) =	$8.96
Annual Water Savings =	$232.63

Fixture	Qty
Flush Valve WC	0
Tank WC	2
Urinal	0
Lavatory	2
Shower	0
Kitchen Sink	1

City of Fort Pierce
Sunrise Theater

Existing Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	3.5	1	44	462
Water Closet (male)	1	3.5	1	24	84
Urinal (male)	2	1.5	1	24	72
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	2.2	30	88	290.4
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	2.5	15	8	5
Shower	0.1	2.5	300	8	10

Total Daily Volume (gal)	923.4
Annual Work Days	260
Annual Volume (gal)	240084
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	240084

FTE Occupant Multipliers

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
4	0	0.5	200	0.2	44
4	0	1	200	0.1	24
4	0	0.4	200	0.1	24
0	0	0.4	0	0.1	0

# Full Time Occupants	# Transients	Transient Factor	# Retail Customers	Retail Cust Factor	FTE Occupants
8	0	0.5	400	0.2	88
0	0	0.5	0	0.2	0
8	0	0	400	0	8
8	0	0	400	0	8

Flush Fixture	Flow Rate (gpf)
Conventional Water Closet	3.5
Low-Flow Water Closet	1.28
Conventional Urinal	1.5
Low-Flow Urinal	0.125

Flow Fixture	Flow Rate (gpm)
Conventional Lavatory	2.2
Low-Flow Lavatory	0.5
Ultra Low-Flow Lavatory	0.35
Kitchen Sink	2.5
Low-Flow Kitchen Sink	1.5
Shower	2.5
Low-Flow Shower	1.5

Proposed Water Consumption

Flush Fixture	Daily Uses	Flowrate (GPF)	Duration (flush)	Occupants (FTE)	Water Use (gallons)
Water Closet (female)	3	1.28	1	44	168.96
Water Closet (male)	1	1.28	1	24	30.72
Urinal (male)	2	0.125	1	24	6
Waterless Urinal (male)	2	0	1	0	0

Flow Fixture	Daily Uses	Flowrate (GPM)	Duration (seconds)	Occupants (FTE)	Water Use (gallons)
Lavatory (conventional)	3	0.5	30	88	66
Lavatory (auto control)	3	1	12	0	0
Kitchen Sink	1	1.5	15	8	3
Shower	0.1	1.5	300	8	6

Total Daily Volume (gal)	280.7
Annual Work Days	260
Annual Volume (gal)	72977
Rainwater or Graywater Volume (gal)	0
Total Annual Volume (gal)	72977

Existing Water Consumption =	240084	gal/year
Proposed Water Consumption	72977	gal/year
Consumption Reduction	167107	gal/year
% Reduction over baseline =	69.60%	

Var. Water Rate ($/Kgal) =	$9.94
Annual Water Savings =	$1,661.05

Fixture	Qty
Flush Valve WC	26
Tank WC	0
Urinal	7
Lavatory	27
Shower	1
Kitchen Sink	1

Schedule F
Construction and Installation Standards and Requirements

FOR

City of Ft. Pierce RFQ No. – 6052

Prepared by:

The City of Fort Pierce Department of Engineering
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Date: July 1, 2013

TABLE OF CONTENTS

ARTICLE 1	DOCUMENTS INCORPORATED BY REFERENCE	1
ARTICLE 2	REPRESENTATIONS OF THE COMPANY	1
ARTICLE 3	INTENT AND INTERPRETATION	2
ARTICLE 4	COMPANY'S PERFORMANCE	3
ARTICLE 5	TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS	3
ARTICLE 6	CONTRACT PRICE AND CONTRACT PAYMENTS	5
ARTICLE 7	INFORMATION AND MATERIAL SUPPLIED BY THE CITY	9
ARTICLE 8	DUTIES, OBLIGATIONS, RESPONSIBILITIES OF COMPANY	10
ARTICLE 9	CLAIMS BY THE COMPANY	13
ARTICLE 10	SUBCONTRACTORS	14
ARTICLE 11	CHANGE ORDERS	14
ARTICLE 12	DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK	17
ARTICLE 13	CITY'S RIGHT TO SUSPEND COMPANY'S PERFORMANCE	18
ARTICLE 14	INSURANCE	18
ARTICLE 15	PERFORMANCE AND PAYMENT BONDS	19
ARTICLE 16	MISCELLANEOUS PROVISIONS	19

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

This Schedule may refer to and incorporate by reference, any definitions, terms, requirements or provisions contained in the Guaranteed Energy and Water Savings Performance Contract and its schedules, attachments, exhibits and appendices. To the extent a definition for a defined term does not appear in the body of this schedule or its attachments, reference is to be made to the definitions contained in the Guaranteed Energy and Water Savings Performance Contract, ("Contract"). If there is a material conflict between this document and any other of the Contract Documents, the conflict shall be resolved by reference to the order of precedence contained in Section 2.1 of the Contract. This Schedule F includes the following Exhibits:

1. Exhibit "A" – Construction Schedule
2. Exhibit "B" – DBE Participation Statement
3. Exhibit "C" – Notice to Contractors
4. Exhibit "D" – Wage Rate Requirements
5. Exhibit "E" - Buy America Certificate of Compliance, Certification Regarding Lobbying, Certification Regarding Debarment

Exhibits A through E listed above are hereby incorporated herein by reference and made a part hereof. 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 COMPANY shall become and be a part of this Schedule F. Documents not expressly referenced in this Article 1 do not, and shall not, form any part of this Contract Schedule. 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 COMPANY

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

2(A) The COMPANY is fully qualified to act as the general contractor for the Work 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 Work;

2(B) The COMPANY has become familiar with the Project sites and Facilities and the local conditions under which the Work is to be constructed and operated; and

2(C) The COMPANY has received, reviewed, and examined all of the documents which make up the Contract Documents, 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 Schedule, the CITY and the COMPANY agree as follows:

3(A) The Contract Documents, together with the Contractor's and Surety's performance and payment bonds for the Work, constitute the entire and exclusive agreements between the parties with reference to the Work, and said Contract Documents supersede any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied or reasonably inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by the COMPANY for the Contract Price;

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

3(D) When a word, term, or phrase is used in this Contract Schedule, 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 Schedule, 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;

The COMPANY shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, drawings and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error or omission which the COMPANY may find with respect to these documents, before proceeding with the affected work. The express or implied approval by the CITY Engineer of any drawings or other submittals shall not relieve the COMPANY of the continuing duties imposed hereby, nor shall any such approval be evidence of the COMPANY's compliance with this Contract.

ARTICLE 4
COMPANY'S PERFORMANCE

The COMPANY shall perform all of the Work required, implied or reasonably inferable from the Contract Documents, including, but not limited to, the following:

4(A) The COMPANY will complete the Work described in the Contract Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Scope of Work, all as may be amended by written agreement of the Parties 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 upon Completion of the Project, or as otherwise provided in the Contract Documents, and receipt of same by the CITY shall be a condition precedent to final payment to the COMPANY. The COMPANY shall prepare and submit final as-built drawings to the CITY.

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The COMPANY 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 Work. **The COMPANY shall accomplish Final Acceptance within the number of calendar days specified on the Construction Schedule attached hereto as Exhibit A (sometimes hereinafter referred to as the "Contract Time").** By signing this Contract, the COMPANY agrees that the Contract Time is a reasonable time for accomplishing completion of the Work.

5(B) The COMPANY shall pay the CITY the sum of **$ 750.00** for each and every calendar day of unexcused delays in achieving Final Acceptance beyond the date set forth herein for Final Acceptance. Any sums due and payable hereunder by the COMPANY 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 the Contract; When the CITY reasonable believes that Final Acceptance will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the COMPANY an amount then believed by the CITY to be adequate to recover liquidated damages applicable to

such delays. If and when the Company overcomes the delay in achieving Final Acceptance, for which CITY has withheld payment, the CITY shall promptly release to the COMPANY those funds withheld, but no longer applicable, as liquidated damages;

5(C) The term "Final Acceptance", shall be as defined in defined in Section 1.1 of the Contract.

5(D)

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

5(E) COMPANY agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, COMPANY agrees that it will keep itself 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 COMPANY 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 COMPANY may be granted a reasonable extension of time;

COMPANY agrees to access the Facilities and perform the Work without interfering with the CITY's use and occupancy of the Facilities. If this requires the COMPANY to perform work on an overtime basis, the COMPANY shall be responsible for all associated costs with performing the Work and the District shall have no obligation or liability for the COMPANY's increased cost necessary to comply with this provision.

5(F) If the COMPANY is delayed at any time in the progress of the Work by the CITY or 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 COMPANY's control, avoidance, or mitigation, and without the fault or negligence of the COMPANY and/or COMPANY'S 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 COMPANY complies with the notice and documentation requirements set forth below.

If the COMPANY is delayed, obstructed, hindered or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect 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 Time modified in writing accordingly. Delays without compensation to the COMPANY as a direct result of an act or neglect of the CITY or City Engineer cannot exceed 45 days in the aggregate over the term of the Project. The COMPANY 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 COMPANY, or for which an equitable adjustment is provided for or excluded under any other term or condition of the 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 form the basis for cost calculations under any claims for delay.

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 COMPANY must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the COMPANY 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 COMPANY 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 COMPANY's entitlement to any extension of time.

Extensions of time will be the COMPANY'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 COMPANY for hindrances or delays solely caused by the CITY if such delays or hindrances were within the CITY's ability to control and are not partially caused by the COMPANY 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 the Investment Grade Energy Audit Report dated January 14, 2013, identified as Appendix A to the Contract Documents, the COMPANY shall provide all labor and materials required to complete the design, construction and implementation of the CMs as

prescribed in the Contract Documents Schedules B and F, for the sum of **$5,477,153 (Five Million Four Hundred Seventy-Seven Thousand One Hundred Fifty-Three and zero cents) ("Contract Price").**

6(B) Prior to review of the first payment request, the COMPANY 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 Work (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 may reasonably request (See also the specifications for additional information). The COMPANY shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the COMPANY shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the COMPANY'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 COMPANY 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 COMPANY 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 reasonably required by the CITY Engineer or his designee.

Therein, the COMPANY 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 Work, and materials or equipment necessary for the Work 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 COMPANY 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 COMPANY (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 COMPANY while in storage and in transit, for all such materials purchased and paid for by the COMPANY **Hard Cost of Builder's Risk insurance to be paid by COMPANY and such cost is not to be included inCOMPANY's fee to be passed on to the City in any way.**

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 COMPANY and shall constitute the COMPANY'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 the Contract Documents, and that the COMPANY 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. Such review of the Payment Request and any related work shall be performed by the CITY Engineer within two (2) weeks from the date the City receives such Payment Request. 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 COMPANY to the CITY or which the CITY shall have the right to withhold as authorized by the Contract Documents, subject to approval by the CITY. Approval of the COMPANY'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 COMPANY 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 COMPANY shall, as required by the CITY, also furnish 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 Work and the Project site. Furthermore, the COMPANY 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 COMPANY until substantial completion of contracted project.

6(D) All payments due COMPANY by CITY under this Contract are subject to the Florida Prompt Payment Act. When payment is received from the CITY, the COMPANY shall promptly pay all subcontractors, material men, laborers and suppliers the amounts they are due for the work covered by such payment.

6(E) Neither payment to the COMPANY, 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 COMPANY not strictly in compliance with the Contract Documents.

After written notice to the COMPANY 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 company due to:

(1) The quality of a portion, or all, of the COMPANY's work not being in compliance with the requirements of the Contract Documents;

(2) The quantity of the COMPANY's work not being as represented in the COMPANY's Payment Request, or otherwise;

(3) The COMPANY's rate of progress being such that, in the reasonable opinion of the CITY Engineer or his designee, Final Acceptance may be inexcusably delayed;

(4) The COMPANY's failure to use Contract funds, previously paid the COMPANY by the CITY to pay COMPANY's project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

(5) Claims made, or claims likely to be made as evidenced by a claimant filing a demand, notice of intent to file a claim, including a dully filed mechanic's lien for labor or materials provided or a notice of intent to file a mechanic's lien, against the CITY or its property for which the COMPANY 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 COMPANY;

(7) The COMPANY'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 Company for amounts previously paid by the CITY as contemplated in this Sub-article 6(F), the Company 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 Company's obligations in Article 14 and elsewhere.

With Exception of the Savings Guarantee, The CITY's rights under the Contract Documents survive the Contract Term and are not waived by final payment and/or acceptance, and are in addition to the CITY'S rights as otherwise provided by law.

Guarantees and equipment warranties required by this Contract shall commence on the date of Final Acceptance, not the date of Substantial Completion.

Upon Final Acceptance, the CITY shall pay the COMPANY an amount sufficient to increase total payments to the COMPANY to one hundred percent (100%) of the Contract amount 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 Work is complete and the COMPANY is ready for a final review, the COMPANY 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 Work. If the CITY Engineer concurs that the Project is complete and in full accordance with the Contract Documents and that the COMPANY has performed all of their obligations to the CITY hereunder, the COMPANY will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the COMPANY is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to the Contract Documents. If the CITY Engineer reasonably determines that final Approval for Payment should not be issued and is required to repeat the final inspection of the Work, the COMPANY shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the COMPANY'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 Sub-article 6 above, endeavor to make final payment of all sums due the COMPANY within thirty (30) calendar days of the final Request for Payment, with the exception of items disputed in good faith or concerning which the CITY Engineer has reasonably exercised any of his rights to investigate.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the COMPANY, 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 Work. Such written and tangible material is furnished to the COMPANY 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 COMPANY 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 inherent 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 COMPANY's cost of, or the time required for, performance of any part of the Work under the Contract Documents, 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 COMPANY under this clause shall be allowed unless the COMPANY 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 COMPANY for an adjustment hereunder shall be allowed if asserted after final payment under this Contract.

7(B) The CITY Manager, Deputy 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 COMPANY 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
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE COMPANY

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

8(A) Reference is hereby made to the continuing duties set forth in Sub-article 3(H) which are by reference hereby incorporated in this Sub-article 8(A). The COMPANY shall not perform work without adequate plans and specifications, or without, as appropriate, approved drawings, or other submittals. If the COMPANY 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 Documents without first providing written notice to the CITY Engineer, the COMPANY shall be responsible for such work and shall correct same bearing the costs set forth in Article 3(H) above;

8(B) All work shall strictly conform to the requirements of the Contract Documents. To that end, the COMPANY 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;

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

8(D) Notwithstanding in addition to any other warranties or assurance provided in the Contract Documents or by applicable law, the COMPANY hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that all materials and equipment provided shall be new (unless otherwise specified)and of the

highest quality, that the completed work will be complete and of the highest quality, without defects, and that all work strictly complies with the requirements of the Contract Documents. Any work not strictly complying with the requirements of this Sub-article shall constitute a breach of this COMPANY's warranty;

8(E) Unless otherwise provided for in the Contract Documents, the COMPANY will be responsible for acquiring the permit(s) and calling for routine inspections. The COMPANY will cooperate with and abide by the decision of inspectors having jurisdiction. The COMPANY shall comply with all legal requirements applicable to the work;

8(F) The COMPANY shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part time and offsite supervision, approved by the City. Key supervisory personnel assigned by the COMPANY to this Project are as follows:

NAME	FUNCTION
Kevin Faris	Project Manager

If at any time the CITY Engineer or his designee reasonably determines that any employee of the COMPANY 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 COMPANY, whom shall replace the employee as soon as possible, at no increased cost to the CITY.

8(G) The COMPANY must submit to the CITY Engineer and the CITY Representative the COMPANY'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. The COMPANY'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 Sub-article 8(G) shall be a condition precedent to payment to the COMPANY and failure by the COMPANY to strictly comply with said requirements shall constitute a material breach of this Contract.

8(H) The COMPANY shall keep an updated copy of the Contract Documents at the site. Additionally, the COMPANY shall keep a copy of approved drawings and other submittals. All of these items shall be available to the CITY Engineer during all regular business hours.

8(I) Drawings and other such submittals from the COMPANY do not constitute a part of the Contract Documents. The COMPANY shall not do any work requiring 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 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 COMPANY of responsibility for deviations from the Contract Documents 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 COMPANY that it has verified that the submittals meets the requirements of the Contract Documents, 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 COMPANY 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.

8(J) The COMPANY 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 COMPANY shall thoroughly clean the Project site of all debris, trash and excess materials or equipment. If the COMPANY 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 COMPANY for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

8(K) At all times relevant to this Contract, the COMPANY 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.

8(L) PROTECTION OF PERSONS AND PROPERTY.

It shall be the responsibility of the COMPANY to initiate, continue and supervise all safety programs and precautions in the performance of the terms of this Contract. The COMPANY shall take reasonable and necessary 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 COMPANY's obligations hereunder, the COMPANY shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the CITY Engineer, the COMPANY 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 COMPANY 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 COMPANY 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 COMPANY'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).

ARTICLE 9
CLAIMS BY THE COMPANY

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

9(A) All COMPANY 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.

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

9(C) In the event the COMPANY 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 COMPANY due to concealed and unknown conditions, the COMPANY must give the CITY Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the COMPANY to give the written notice and make the claim as provided by this Sub-article 11(C) and Sub-article 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition;

9(D) In the event the COMPANY 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 COMPANY shall strictly comply with the requirements of Sub-article 11(A) above and such claim shall be made by the COMPANY 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 COMPANY of any claim for additional compensation;

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

ARTICLE 10
SUBCONTRACTORS

10(A) Upon execution of this Contract, the COMPANY shall identify to the CITY Engineer, in writing, those parties COMPANY intends on using 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 COMPANY 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 COMPANY shall solicit proposals from potential replacements and shall submit the names of the replacement subcontractor to the City for approval without an increase in the price of the Work.

All subcontracts shall afford the COMPANY rights against the subcontractor which correspond to those rights afforded to the CITY against the COMPANY precisely as those rights are contained in the Contract Documents,, including those rights of Contract termination as set forth herein below.

10(B) Each and every subcontract related to the Project is hereby assigned by the COMPANY to the CITY, contingent upon the termination of this Contract for default as provided herein, and only as to those subcontracts which the CITY Engineer accepts in writing directed to the COMPANY. 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 COMPANY shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 11
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 COMPANY 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:

11(A) Change Order shall mean a written order to the COMPANY 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 Price (other than a change attributable to damages to the COMPANY for delay as provided in Article 6 hereof) or the time for the COMPANY'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 COMPANY may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

(1) The COMPANY 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 COMPANY shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(4) The COMPANY's proposal shall include a complete justification for any time extension proposed.

11(B) Any change in the Contract Price resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the CITY and the COMPANY 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;

(c) the COMPANY's execution of the Change Order; or

(2) If no mutual agreement occurs between the CITY and the COMPANY, 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 COMPANY shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

11(C) The execution of a Change Order by the COMPANY shall constitute conclusive evidence of the COMPANY's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the COMPANY. The COMPANY, 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 COMPANY knew or should have known;

11(D) The COMPANY shall notify and obtain the consent and approval of the COMPANY's surety with reference to all Change Orders if such notice, consent or approval are required by the CITY, the COMPANY's surety or by law. The COMPANY's execution of the Change Order shall constitute the COMPANY'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.

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

COMPANY'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.

COMPANY'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.

COMPANY'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 COMPANY's materials, direct labor, and equipment costs.

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

1. For the COMPANY, for any work performed by the COMPANY's own forces, 15% of the Subtotal of Costs to the COMPANY.

2. For the COMPANY, for any work performed by his Subcontractor, 6% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, 15% of their materials and direct labor costs.

4. For each Subcontractor, for work performed by his Sub-subcontractor(s), 6% 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:

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

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

ARTICLE 12
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

12(A) In addition to its obligations under the provisions of Section 4.2(C) of the Contract, in the event that the COMPANY covers, conceals or obscures its work in violation of the Contract Documents 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;

12(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 the Contract Documents, the costs incurred by the COMPANY to uncover and subsequently, replace such work shall be done by the CITY; otherwise, such costs shall be borne by the COMPANY;

12(C) The COMPANY 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 the Contract Documents.

Additionally, the COMPANY shall reimburse the CITY for all retesting, review, re-inspections and other expenses incurred as a result of the defective, failing or non-conforming work.

ARTICLE 13
CITY'S RIGHT TO SUSPEND COMPANY'S PERFORMANCE

13(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 COMPANY 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 COMPANY shall immediately comply with same;

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

(1) demobilization and remobilization, including such justifiable costs paid to subcontractors;

(2) preserving and protecting work in place; and

(3) approved storage of materials or equipment purchased for the Project, including insurance thereon;

13(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 COMPANY 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 COMPANY shall not be entitled to any payment for Work which the COMPANY 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.

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

ARTICLE 14
INSURANCE

14(A) COMPANY 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 its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

14(B) (1) COMPANY shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers reasonably acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements required by in Section 12 of the Contract.

14(C) The CITY and COMPANY waive all rights against (1) each other and any of their subcontractors, subcontractors' agents, and employees each of the other, and (2) the separate contractors if any, and any of their subcontractors, subcontractors' agents, and employees, for damages caused by fire or other causes of loss to the event covered by property insurance obtained pursuant to subarticle 17(C) (Builder's Risk), or other property insurance applicable to the Work, provided such waiver does not compromise coverage under such insurance coverage. The CITY or COMPANY, as appropriate, shall require separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The required Builder's Risk policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 15
PERFORMANCE AND PAYMENT BONDS

BONDS REQUIRED: Performance and Payment Bonds shall be as provided for in Section 13 of the Contract.

ARTICLE 16
MISCELLANEOUS PROVISIONS

16(A) Compliance By COMPANY: Nondiscrimination

In the performance of the Work, COMPANY shall comply with all Federal, State and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The COMPANY shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same, as provided in Section 9 of the Contract, in the event of non-compliance. COMPANY agrees to abide by the requirements under Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

16(B) Drug-Free Workplace

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

16(C) State and Local Taxes

Company shall be responsible for, as a cost of the Work, the payment of all state and local taxes.

16(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.

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

CITY:

Jack 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:

Andre Leblanc, Director, Operations
BGA, Inc.
3101 W. Dr. MLK Jr. Blvd., Suite 110
Tampa, FL 33607
Phone: 813-375-3469
Fax: 813-375-3400

City Commission Regular Meeting **Agenda Item # 12. b.**

Meeting Date: 03/03/2014

Re: Selection of Alternate for Treasure Coast League of Cities

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Selection of Alternate Member for Treasure Coast Regional League of Cities

SUMMARY:

In a letter dated February 14, 2014, the City of Fort Pierce was requested to appoint an alternate member to the Treasure Coast Regional League of Cities (TCRLC). Currently, Mayor Linda Hudson serves as the appointed member.

RECOMMENDATION:

Appoint a member of the Commission to serve as an alternate.

ALTERNATIVES:

Take no action.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Treasure Coast Regional League of Cities

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

No fiscal impact.

Attachments

TCRLC Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	02/20/2014 03:12 PM

Form Started By: Linda Cox Started On: 02/20/2014 09:27 AM

Final Approval Date: 02/20/2014

TREASURE COAST REGIONAL LEAGUE OF CITIES

CITIES

FELLSMERE

SEBASTIAN

ORCHID

INDIAN RIVER SHORES

VERO BEACH

FORT PIERCE

ST. LUCIE VILLAGE

PORT ST. LUCIE

OKEECHOBEE

STUART

SEWALL'S POINT

OCEAN BREEZE

JUPITER ISLAND

To: Members Cities of the Treasure Coast Regional League of Cities
City of Vero Beach
City of Fort Pierce
City of Okeechobee
Town of St. Lucie Village
Town of Sewall's Point

From: Patricia Christensen, Executive Director

Date: February 14, 2014

RE: Alternate Members to the Treasure Coast Regional League of Cities (TCRLC)

It has come to my attention, while in the process of updating the TCRLC Membership List and website, your city or town does not have an Alternate Member appointed, to represent your city or town in the absence of your appointed Board Member.

It may be, you have an alternate member and we may have not documented it. If this is the case, could you please forward the name and contact information of your alternate member to me at your convenience?

If your city or town, has not appointed an alternate, could you please address this with your governing body and at a future meeting and advise me of their decision?

Thank you for your assistance in this matter.

Cc: Bonnie Cruz, Secretary

City Commission Regular Meeting **Agenda Item # 12. c.**

Meeting Date: 03/03/2014

Re: Appointments to Code Enforcement Board

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

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SUBJECT:

Resolution 14-R10 - Re-appointing two members and appointing one new member to the Code Enforcement Board.

SUMMARY:

- Re-Appoint Mr. John George, who has served on the Code Board since 2005, to a new 3-year term.
- Re-Appoint Mr. Mike Monti, who has served on the Code Board since 2011, to a new 3-year term.
- Appoint Mr. Al Bernetti as a new Code Board member. Mr. Bernetti will fill the vacancy created by Mr. Donald Scott's decision to not apply for re-appointment.

RECOMMENDATION:

Re-appoint Mr. George and Mr. Monti and appoint Mr. Bernetti to the Code Enforcement Board

ALTERNATIVES:

Do not approve appointments.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Linda Cox, City Clerk

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

No fiscal impact.

Attachments

14-R10

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	02/12/2014 03:34 PM
City Manager	Peggy Arraiz	02/12/2014 03:41 PM
City Manager	Robert Bradshaw	02/14/2014 11:10 AM

Form Started By: Peggy Arraiz Started On: 02/12/2014 01:41 PM

Final Approval Date: 02/14/2014

RESOLUTION NO. 14-R10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE CODE ENFORCEMENT BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Code Enforcement Board; said terms to commence upon adoption of this resolution and to expire February 28, 2017, or when a successor has been duly appointed.

Name	Term Expires
John George	February 28, 2017
Mike Monti	February 28, 2017
Al Bernetti	February 28, 2017

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of March, 2014.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Robert V. Schwerer, City Attorney

City Commission Regular Meeting **Agenda Item # 12. d.**

Meeting Date: 03/03/2014

Re: 14-R11 - Planning Board Appointments

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 14-R11 - Appointing and Re-Appointing seven members to the City Planning Board

SUMMARY:

Appoint six (6) regular members with two-year terms expiring February 29, 2016 and one (1) regular member to fill vacancy of Bill Clancy with a term expiring February 28, 2015.

RECOMMENDATION:

Adopt Resolution 14-R11

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox

COORDINATED WITH:

Rebecca Grohall, Planning Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

No fiscal impact.

Attachments

14-R11

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	02/21/2014 03:18 PM

Form Started By: Linda Cox Started On: 02/21/2014 10:04 AM

Final Approval Date: 02/21/2014

RESOLUTION NO. 14-R11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE CITY PLANNING BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the City Planning Board; said terms to commence upon adoption of this resolution and to as indicated below, or when a successor has been duly appointed.

Name	Type	Term Expires
Bob Burdge	regular	February 29, 2016
Brian Paul	regular	February 29, 2016
Marcia Baker	regular	February 29, 2016
Phyllis Castro	regular	February 29, 2016
Erica Ganzi	regular	February 29, 2016
Eloise Cumings	regular	February 29, 2016
Eduardo Mujica	regular	February 28, 2015
Steve Weaver	alternate	February 29, 2016
Mike Dahan	alternate	February 29, 2016

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of March, 2014.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Robert V. Schwerer, City Attorney

City Commission Regular Meeting **Agenda Item # 12. e.**

Meeting Date: 03/03/2014

Re: 14-R12 - Board of Adjustment Appointments

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 14-R12 - Appointing and Re-Appointing two regular and two alternate members to the Board of Adjustment

SUMMARY:

Appoint two (2) regular members with three-year terms expiring February 28, 2017 and two (2) alternate members with three year terms expiring February 28, 2017.

RECOMMENDATION:

Adopt Resolution 14-R12

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox

COORDINATED WITH:

Rebecca Grohall, Planning Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

No fiscal impact.

Attachments

14-R12

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	02/21/2014 03:18 PM

Form Started By: Linda Cox Started On: 02/21/2014 10:12 AM

Final Approval Date: 02/21/2014

RESOLUTION NO. 14-R12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF ADJUSTMENT**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Board of Adjustment; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

Name	Type	Term Expires
Joyce Calvert	regular	February 28, 2017
Clem Benton, Jr.	regular	February 28, 2017
Bill Nunn	alternate	February 28, 2017
BJ Beavin	alternate	February 28, 2017

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of March, 2014.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Robert V. Schwerer, City Attorney

City Commission Regular Meeting **Agenda Item # 12. f.**

Meeting Date: 03/03/2014

Re: Resolution 14-R13: FIND Grant Application to Complete Construction of Melody Lane Fishing Pier

Submitted For: Libby Woodruff, Grant Writer, Urban Redevelopment

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SUBJECT:

Resolution No. 14-R13 authorizing the City to apply for and accept a second grant from the Florida Inland Navigation District (FIND) for completion of the construction of the Melody Lane Fishing Pier.

SUMMARY:

Staff seeks Commission approval to apply to the FIND for grant funds to complete the construction of a public fishing pier on Melody Lane. Pier will be 10' wide by 220' long with a 26' x 26' platform on easternmost end and include a fish cleaning station.

RECOMMENDATION:

Staff recommends Commission approval of Resolution 14-R13 and to direct the Mayor to execute the FIND grant application and Resolution 14-R13 in support of it.

ALTERNATIVES:

Do not apply for the grant to secure the funds needed to complete the construction of the fishing pier.

RESPONSIBLE STAFF:

Libby Woodruff, Grants Administrator

COORDINATED WITH:

Tracy Telle, Assistant City Engineer

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2013-2014
Account:	MSTU
Amount:	$212,500

FISCAL IMPACT:

City match funded through Parks MSTU.

Attachments

Resolution 14-R13

FIND Grant

Form Review

Inbox	Reviewed By	Date
Finance Department	Gloria Johnson	02/24/2014 04:46 PM
City Manager	Robert Bradshaw	02/25/2014 03:02 PM
Form Started By: Libby Woodruff		Started On: 02/21/2014 10:52 AM
Final Approval Date: 02/25/2014		

RESOLUTION NO. 14-R13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, FOR ASSISTANCE UNDER THE **FLORIDA INLAND NAVIGATION DISTRICT** WATERWAYS ASSISTANCE PROGRAM TO COMPLETE THE CONSTRUCTION OF A **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: Complete Construction of Public Fishing Pier and Fish Cleaning Station on Melody Lane

TOTAL ESTIMATED COST: $425,000

BRIEF DESCRIPTION OF PROJECT: Funding from this grant award will help complete the construction 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.

WHEREAS, the City of Fort Pierce received a grant from the Florida Inland Navigation District, Project #SL-FP-13-55, in the amount of $100,000.00 to commence design and construction of the above referenced project which was approved and matched by the Fort Pierce City Commission using Parks MSTU funds on October 21, 2013; and

WHEREAS, additional financial assistance from the Florida Inland Navigation District (FIND) is required to complete construction of the project mentioned above.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, that a grant application to FIND in the amount of $212,500.00 representing fifty percent (50%) of the costs for the project described above on behalf of the City of Fort Pierce is authorized; and

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

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C., which will be 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.

4. That it will not discriminate against any person on the basis of race, color or natural origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct 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.

7. This resolution shall take effect immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of March, 2014.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Robert V. Schwerer, City Attorney

DRAFT

ATTACHMENT E-1

WATERWAYS ASSISTANCE PROGRAM FY 2014
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY

Applicant: City of Fort Pierce

Department: Urban Redevelopment

Project Title: Final Phase - Construction of Public Fishing Pier and Fish Cleaning Station on Melody Lane in Fort Pierce

Project Director: Libby Woodruff 772-467-3169 Title Grants Administrator

Project Liaison Agent (*if different from above*): Same

Liaison Agent Title: Same

Address: 100 U.S. Hwy. 1

Fort Pierce, FL Zip Code: 34950

Telephone: 772-467-3169 Fax: 772-595-5808

Email: ewoodruff@city-ftpierce.com

******* I hereby certify that the information provided in this application is true and accurate. ******

SIGNATURE: _____ DATE: _____

PROJECT SUMMARY NARRATIVE (Please summarize the project in 2 paragraphs or less.)

The seawall alongside the south end of Melody Lane on Fort Pierce's downtown waterfront is a popular fishing area for residents and visitors. Because a fishing pier, cleaning station, and line and tackle disposal system are unavailable, fishermen catch and clean fish from the seawall and sidewalk, and simultaneously deface the seawall, carve the surrounding trees with sharp objects, and discard fish entrails, carcasses, unused bait, tangled fishing line and tackle in the grass, along the seawall and sidewalk and in the Indian River Lagoon. This encourages pelicans, seagulls and buzzards to congregate and contribute feces to the squalor. Risk of injury to the general public, to wildlife and to the environment is an ever-present danger.

Funding from this grant will supplement the 'multi-year' award that the FIND granted to the City of Fort Pierce in 2013 (Project # SL-FP-13-55) and expedite the construction of an environmentally friendly, ADA-accessible 10' wide, 220' long fishing pier with a 26'x26' landing, line and tackle disposal system, and fish cleaning station with a macerator at this popular fishing locale. We project that thousands of local, regional and international anglers will enjoy the pier and its amenities each year. The project will also include signage to illustrate ecologically friendly practices for carcass, line and tackle disposal and information on protecting sea turtles, manatees and other wildlife, per ACOE and FL DEP permits for this project that the City received in 2012 and 2013. The fishing pier and all of its accessories will be correctly maintained by the City of Fort Pierce's Public Works Department and will be completely free to the public.

DRAFT

New 12/17/90, Rev.07-30-02, 08-28-06

ATTACHMENT E-2
APPLICATION CHECKLIST 2013

(To be completed by the Applicant)

This checklist and the other items listed below in items 1 through 14 constitute your application. The required information shall be submitted in the order listed.

Any additional information submitted by the applicant is subject to being removed from the package by District staff prior to presentation to the District Board because of reproduction and space considerations.

Two (2) copies of your application are required. One original and one electronic copy.

<u>All information</u> (except maps) is required to be on 8 1/2" x 11" paper.

Maps and drawings may be on 8 1/2" x 14" paper and folded to 8 1/2" x 11" so that they may be included to hole punch and bound by staff.

		YES	NO
1.	District Commissioner Review (prior to March 01) (***NOTE*: <u>For District Commissioner initials ONLY!)</u>** **(District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Applicant Info/Project Summary – E-1 (Form No. 90-22, 1 page) **(Form must be completed and signed)**	_X_	____
3.	Application Checklist – E-2 (Form No. 90-26, 2 pages) **(Form must be signed and dated)**	_X_	____
4.	Project Information – E-3 (Form No. 90-22a, 1 page)	_X_	____
5.	Project Evaluation and Rating – E-4$_{(+)}$ (Form No. 91-25) (Form must be completed, proper attachment included) (**No signatures required**)	_X_	____
6.	Project Cost Estimate – E-5 (Form No. 90-25, 1 page) **(Must be on District form**)	_X_	____
7.	Official Resolution Form – E-6 (Form No. 90-21, 2 pages) **(Resolution must be in District format and include items 1-6)**	_X_	____
8.	Attorney's Certification (Land Ownership) – E-7 **(Must be on or follow format of Form No. 94-26,** **(Legal descriptions NOT accepted in lieu of form)**	_X_	____

DRAFT

ATTACHMENT E-2 (Continued)
APPLICATION CHECKLIST
(To be completed by the Applicant)

9.	Project Timeline – E-8 (Form No. 96-10, 1 page)	_X_	____
10.	County Location Map	_X_	____
11.	City Location Map (if applicable)	_X_	____
12.	Project Boundary Map	_X_	____
13.	Clear & Detailed Site Development Map	_X_	____
14.	Copies of all Required Permits (Required of development projects only)	_X_	____

The undersigned, as applicant, acknowledges that Items 1 through 13 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, April 02, 2012. By June 01, 2012 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 14 is due to the District no later than the final TRIM Hearing in September 2012. If the information in Item 14 is not submitted to the District office by the District's final TRIM hearing in September 2012, I am aware that my application will be removed from any further funding consideration by the District.

APPLICANT: City of Fort Pierce_____ APP. TITLE: Final Phase - Construction of Public Fishing Pier & Fish Cleaning Station on Melody Lane in Fort Pierce

_____ _____

**** SIGNATURE - APPLICANT'S LIAISON **** DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility: _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

Form No. 90-26 - New 9/2/92, Revised 07-30-02.

DRAFT

ATTACHMENT E-3 - PROJECT INFORMATION 2013

APPLICANT: City of Fort Pierce APPLICATION TITLE: Final Phase - Construction of Public Fishing Pier, Fish Cleaning Station on Melody Lane in Fort Pierce

Total Project Cost: $ 425,000 FIND Funding Requested: $ 212,500 % of total cost: 50

Amount and Source of Applicants Matching Funds: Matching funds in the amount of $ 212,500 will be provided by the City of Fort Pierce from collected impact fees.

Other (non-FIND) Assistance applied for (name of program and amount) N/A

Ownership of Project Site (check one): Own: X Leased: ____ Other: Interlocal Agreement with St. Lucie County for Riparian Rights.

If leased or other, please describe lease or terms and conditions: The City of Fort Pierce has entered into an interlocal governmental agreement with St. Lucie County for Riparian Rights associated with this project.

Once completed, will this project be insured against damage? Yes Explain: This project will be insured through the City's risk management insurance policy.

Has the District previously provided assistance funding to this project or site? : No

If yes, please list: N/A

What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable): There are currently no boat ramps, boat slips, or trailer parking spaces in the proposed location for this pier. There is 0 linear feet of boardwalk and 105 linear feet of seawall currently at the site.

How many additional ramps, slips, parking spaces or other public access features will be added by the completion of this project? (as applicable): The completion of this project will not provide any additional ramps, slips, or parking spaces. It will, however, provide a free, public access 10' wide, 220' long fishing pier with a 26'x26' landing at the southernmost point. The project will also include a fish cleaning station with a macerator that expels into the City's sewer system, fishing line and tackle disposal units and educational/informational signage. The new pier will be located on the southernmost end of Melody Lane in Fort Pierce.

If there are fees charged for the use of this project, please denote. How do these fees compare with fees from similar public & private facilities in the area? Please provide documentation

No fees will be charged to use the fishing pier or the fish cleaning station.

Please list all Environmental Resource Permits required for this project:

Agency	Yes/ No /N/A	Date Applied For	Date Received
WMD	N/A		
DEP	Yes	June, 2012	July, 2013
ACOE	Yes	June, 2012	October, 2012
COUNTY/CITY	N/A		

DRAFT

ATTACHMENT E-4

WATERWAYS ASSISTANCE PROGRAM

APPLICATION EVALUATION AND RATING WORKSHEET 2013

The applicant is to complete this worksheet by entering the project title, applicant name and answers to the applicable questions. ****Do not answer with more than three sentences.****

All applicants must answer a total of ten questions. All applicants will complete Attachment E-4 of the worksheet, which includes questions 1 through 6.

Each applicant will then complete **one and only one sub-Attachment** (E-4 A, B, C, D or E, questions 7-10) according to the applicant's project type in reference to Attachment C. The applicant should determine their project type (if the project incorporates more than one project type) by determining which project type is dominant in terms of project cost.

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

APPLICATION TITLE: Final Phase - Construction of Public Fishing Pier and Fish Cleaning Station on Melody Lane in Fort Pierce

APPLICANT: City of Fort Pierce

CATEGORY & RATING POINTS AVAILABLE	RATING POINTS	EVALUATION CRITERIA

1) PRIORITY LIST:

a) List the priority list category of this project from Attachment C in the application. (The application may only be of **one** type based upon the predominant cost of the project elements.)

Priority #11 – Public fishing and viewing piers.

b) Explain how the project fits this priority category.

This project will provide funding to help complete the construction of a public fishing pier and fish cleaning station on the southernmost end of Melody Lane in Fort Pierce.

(For reviewer only)
Max. Available Score _____

Range of Score (0 to ___ points)

DRAFT

2) WATERWAY RELATIONSHIP:

a) Explain how the project directly relates to the ICW and the mission of the Navigation District.

This project does not directly relate to the ICW and the mission of the Navigation District. However, the Navigation District has generously provided this opportunity for applicants to compete for grant funding for to improve public access amenities, as they relate to waterways, beaches and fishing.

According to District Policy 66B-2.004, financial assistance, support and cooperation may be provided to eligible local governments for public recreation.

b) How does the project benefit public navigation or access to the ICW or adjoining waterways?

This project does not directly benefit public navigation or access to the ICW or adjoining waterways. However, as stated above, the Navigation District has generously provided this opportunity for applicants to compete for grant funding and states its policy to support local government public recreational projects in 66B-2.004.

(For reviewer only)
(0-6 points)

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3) PUBLIC USAGE & BENEFITS:

a) How is the public usage of this project clearly identified and quantified?

The residents and visitors who currently fish from the seawall at the south end of Melody Lane will naturally use the new pier once it is constructed since the new ADA-accessible pier will have informational signage identifying the site as a "public fishing pier." In 2013, City staff provided a low estimate of 25 people a day that fish from the seawall; this equals to more than 9,000 people a year, which quantifies the need for the project.

b) Discuss the regional and local public benefits and access that will be provided by the project.

Regionally and locally, unemployment and home foreclosure rates in Fort Pierce are some of the highest in the entire nation, causing many residents to struggle every day just to afford basic shelter and food for themselves and their children. This new fishing pier and fish cleaning station will guarantee a free, ADA-accessible, safe, sanitary venue for local and regional residents to catch and clean fish every day and provide free food for themselves and their families.

c) Estimate the amount of total public use.

An average of 25 residents fish from the seawall located at the south end of Melody Lane every day (25 x 365) = 9,115/year. We believe this number will easily double with the construction of the new fishing pier and cleaning station.

d) Can residents from other counties of the District reasonably use the project? Explain.

The pier and cleaning station will be available FREE of cost to the general public, including all member counties, on a non-exclusive basis, without regard to race, color, religion, age, sex or similar condition.

(For reviewer only)
(0-8 points)

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4) TIMELINESS

a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-8.

Permitting required for this project is complete.

The City received a $100,000 "multi-year' grant award from the FIND in 2013 to begin the design and construction of this project.

Geotechnical testing is underway and architectural renderings are in the final stages and will be included with this grant application.

We will follow the City's general procurement procedures and will create and publish a Request for Proposals (RFP) within the next 60-90 days for the design and construction of the pier and installation of the fish cleaning station.

June, 2012 – DEP, ACOE Permit Applications Submitted

October, 2012 – DEP Permit Received

July, 2013 – ACOE Permit Received

October, 2013 – FIND "Multi-Year" Grant Awarded

January/February, 2014 – Geotechnical testing, design renderings complete

March/April, 2014 – Grant application submitted to FIND for "Final Phase – Construction of Melody Lane Fishing Pier"

April-June, 2014 – Design/Build RFP Created and Advertised

August, 2014 – Design/Build Contract Awarded

September/October, 2014 – Construction Permitting Complete

October, 2014 – FIND Grant Awarded for "Final Phase – Construction of Melody Lane Fishing Pier"

November, 2014 – Construction Begins

March, 2015 – Project Completed / Ribbon Cutting

b) Briefly explain any unique aspects of this project that could influence the project timeline.

We see no unique aspect to this project that could influence the project timeline, except the weather.

(For reviewer only)
(0-3 points)

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5) COSTS & EFFICIENCY:

a) List any additional funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.

The City will provide 50% match, as required for this project. These funds are currently available via impact fee collections. The total amount of the City's match for this phase of the project is $212,500.

b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

No increase to this project costs due to materials or specific site conditions have been identified at this time.

c) Describe any methods to be utilized to increase the cost efficiency of this project.

This project will be a 'design/build' project, meaning all of the design and construction aspects will be performed through a single-point-of-contact design-build contractor. This will decrease overall costs, shorten the project completion schedule and minimize risks for the City.

d) If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

Absolutely NO FEES will be associated with the use of the fishing pier, or the fish cleaning station.

(For reviewer only)
(0-6 points)

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6) PROJECT VIABILITY:

a) Does the project fill a specific need in the community or is it consistent with an existing maritime management plan?

More than 9,000 people a year are in need of a secure, ADA-accessible fishing pier at the south end of Melody Lane to assist them in safely catching and cleaning their fish. Providing the pier and amenities will also deter vandalism of the area seawall, landscaping and sidewalk. The fish cleaning station and fishing line and hook disposal system will also reduce risks to marine and wildlife that frequent the area.

b) Clearly demonstrate how the project will continue to be maintained after District funding is completed.

The City of Fort Pierce's Public Works Department will provide regular maintenance and upkeep of the pier and fish cleaning station and the other associated amenities.

c) Will the program result in significant and lasting benefits? Please describe any environmental benefits associated with this project.

The fishing pier and amenities will provide ongoing, safe, easily accessible accommodations to local, regional, national and international partakers and significantly benefit families by providing a resource for free food. This project will also decrease environmental damage and decrease the danger of marine and wildlife injury by reducing accessibility to fish carcasses and fishing line and tackle.

(For reviewer only)
(0-7 points)

SUB-TOTAL _____

DRAFT

ATTACHMENT E-4A

WATERWAYS ASSISTANCE PROGRAM

APPLICATION EVALUATION AND RATING WORKSHEET

DEVELOPMENT & CONSTRUCTION PROJECTS

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

CATEGORY & RATING POINTS AVAILABLE	RATING POINTS	EVALUATION CRITERIA

7) PERMITTING:

a) **Have all required environmental permits been applied for? If permits are NOT required, explain why not.**

Permits from ACOE and FL DEP have been approved and are in-hand. Copies are attached to this application.

b) If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work. Please provide a general cost estimate for the future Phase II work.

This is the 'Final Phase' of this project. Phase 1 is currently underway.

Permits from ACOE and FL DEP are complete, approved and in-hand. Copies are attached to this application.

- Design renderings are currently being prepared and will be included with this application.
- The engineering work will take place once the design/build contract is awarded, in August, 2014.
- We estimate costs to complete Phase II (THIS FINAL PHASE) will be $425,000.

c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

All required permits have been approved and are in-hand. Copies are attached to this application for your reference.

(For reviewer only)
(0-4 points)

8) PROJECT DESIGN:

a) Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?

The preliminary design work for this project is complete. Architectural renderings are included with this application, for your information. The engineering and architectural designs will be finalized once a RFP is issued and a contract is awarded in August, 2014.

b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, decrease environmental impacts, improve water quality or reduce costs?

The fishing pier, cleaning station and line/tackle disposal system will include ADA accessibility, which will enhance public usage and access. Environmental impacts will be reduced after construction due to the decline in vandalism and damage to surrounding trees and landscaping. Marine and wildlife endangerment will decrease due to the decrease to accessible fish bones, fishing line and tackle. The City will use “Thru-Flow” interlocking panels to cover the deck of the pier, which will allow sunlight to shine through and encourage seagrass growth.

(For reviewer only)
(0-2 points)

9) CONSTRUCTION TECHNIQUES:

a) Briefly explain the construction techniques to be utilized for this project.
Typical marine construction techniques will be utilized for this project.

b) How are the construction techniques utilized appropriate for the project site?

Marine construction techniques will be appropriate for this project site because the project is a marine-based project.

c) Identify any unusual construction techniques that may increase or decrease the costs of the project.

Costs of the project may increase based on seagrass location; special requirements may have to be implemented to protect the seagrass beds.

(For reviewer only)
(0-3 points)

10) CONSTRUCTION MATERIALS:

a) List the materials to be utilized for this project. What is the design life of the proposed materials?

Concrete piles and concrete caps, stainless steel cleaning table, plumbing hardware, stainless steel hardware, Thru-Flow decking, poly-coated hand rail construction materials, heavy-duty macerator, industry-approved electrical and solar lighting and hardware and infrastructure. The design life of the materials utilized for this project is 25+ years.

b) Describe any recyclable material to be utilized. How does the recyclable material (if any) compare to other available material?

No recyclable materials will be utilized for this project.

c) Identify any unique construction materials that may significantly alter the project costs.

The City does not foresee using any construction materials that could significantly alter the project costs.

(For reviewer only)
(0-3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 16 points. A score of 35 points or more is required to be considered for funding.)

Form No. 91-25A
(Effective Date: 3-21-01, revised 4-24-06)

DRAFT

ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2013

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

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

APPLICANT: **City of Fort Pierce**

Project Elements	Quantity Estimated Cost (Number and/or Footage)	Applicant's Cost	FIND Cost
Complete Construction - Public Fishing Pier w/Decorative Railing	2,408 Sq. Ft. x $184.20/each = $443,553 (Balance of Phase I FIND Grant & Cash Match = $137,545 goes toward this) = Balance needed for Construction - $306,000	$153,000	$153,000
Fish Cleaning Station complete w/macerator, lighting, water/sewer hookup, line and hook disposal systems, etc. (incl. City permitting)	1 @ $50,000	$25,000	$25,000
Pedestrian Archway	1 @ $25,000	$12,500	$12,500
Benches	6 @ $1,500/each = $9,000	$4,500	$4,500
Lighting (complete w/elec service)	1 @ $12,000	$6,000	$6,000
Bike Rack	1 @ $3,500	$1,750	$1,750
Trash Receptacles	2 @ $1,750/each = $3,500	$1,750	$1,750
Right of Way Restoration	1 @ $6,000	$3,000	$3,000
Project Signage	Various @ $10,000 Total	$5,000	$5,000

**** TOTALS =** **$ 425,000** (Project Total) **$ 212,500** (Applicant Share) **$ 212,500** (FIND Share)

Form No. 90-25 (New 10/14/92, Revised 04-24-06)

DRAFT

ATTACHMENT E-7

ATTORNEYS CERTIFICATION OF TITLE 2013
(See Rule 66B-2.006(4) & 2.008(2) FAC)

DRAFT

ATTACHMENT E-8

WATERWAYS ASSISTANCE PROGRAM 2013

PROJECT TIMELINE

Project Title: Fishing Pier and Fish Cleaning Station on Melody Lane

Applicant: City of Fort Pierce

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.
NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

June, 2012 – DEP, ACOE Permit Applications Submitted

October, 2012 – DEP Permit Received

July, 2013 – ACOE Permit Received

October, 2013 – FIND "Multi-Year" Grant Awarded

January/February, 2014 – Geotechnical testing, design renderings complete

April-June, 2014 – RFP Created and Advertised

August, 2014 – Design/Build Contract Awarded

September/October, 2014 – Construction Permitting Complete

October, 2014 – FIND Grant Awarded for "Final Phase – Construction of Melody Lane Fishing Pier"

November, 2014 – Construction Begins

March, 2015 – Project Completed / Ribbon Cutting

City Commission Regular Meeting **Agenda Item # 12. g.**

Meeting Date: 03/03/2014

Re: Proposed All Aboard Florida Resolution 14-R14

Submitted For: Nick Mimms, Deputy City Manager, City Manager

SUBJECT:

Resolution 14-R14 - Funding of All Aboard Florida Impacts to the City of Fort Pierce, subject to review as to form and correctness by City Attorney.

SUMMARY:

As directed by the City Commission at their meeting on February 18, 2014, staff has drafted the attached resolution to request state assistance in funding the impacts of All Aboard Florida or requiring All Aboard Florida to fully fund its impacts to the City. This resolution is similar to that which has been considered by St. Lucie County, Treasure Coast Regional League of Cities and other municipalities along the FEC railroad.

RECOMMENDATION:

Approval Resolution 14-R14

ALTERNATIVES:

Do no approve or revise Resolution 14-R14.

RESPONSIBLE STAFF:

Nick Mimms, Deputy City Manager

COORDINATED WITH:

Linda W. Cox, City Clerk

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

No fiscal impact.

Attachments

14-R14

Form Review

Inbox	Reviewed By	Date

City Manager	Jennifer Robinson	02/21/2014 04:16 PM
City Manager	Robert Bradshaw	02/26/2014 12:12 PM

Form Started By: Jennifer Robinson Started On: 02/21/2014 04:07 PM

Final Approval Date: 02/26/2014

RESOLUTION 14-R14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, REQUESTING THAT THE **STATE OF FLORIDA EITHER REQUIRE ALL ABOARD FLORIDA TO FUND ALL NECESSARY STEPS TO PRESERVE AND ENHANCE THE QUALITY OF LIFE FOR VISTORS TO AND RESIDENTS OF THE CITY OF FORT PIERCE, TO FUND THE COST OF QUIET ZONES AT THE RAILROAD CROSSINGS** LOCATED WITHIN THE CITY OF FORT PIERCE **OR PROVIDE STATE FUNDING FOR THE COST OF THOSE QUIET ZONES**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce acknowledges the efforts of Florida East Coast Industries to construct a high speed passenger rail system, called All Aboard Florida, from Miami to Orlando along current and additional FEC tracks; and

WHEREAS, seven (7) of the railroad crossings (Savannah Road, Orange Avenue, Avenue A, Avenue D, State Road A1A South, Fisherman's Wharf, State Road A1A North) are in Fort Pierce in addition to the Citrus Avenue Overpass and the Avenue C/Backus Avenue underpass; and

WHEREAS, the All Aboard Florida Project will increase railroad traffic and train noise; and

WHEREAS, thousands of people who reside in close proximity to these crossings who would be significantly affected by traffic, noise and possible safety aspects of increased railroad traffic; and

WHEREAS, All Aboard Florida trains are proposed to travel through the locally-designated historic neighborhoods such as Edgartown, Rivers Edge, and Historic Downtown Fort Pierce. These historic neighborhoods contain residential and commercial historical structures, many of which have been restored at great expense to citizens and government, with some listed on the state and/or national historic register; and

WHEREAS, ingress to and egress from Historic Downtown Fort Pierce, which the citizens and the government have spent millions of dollars to redevelop, and where our reconstructed City Marina with its innovative waterfront protection islands have just been completed, will be severely impacted, by increased railroad traffic; and

WHEREAS, the FECI tracks run close to the environmentally sensitive Indian River Lagoon, which is the essence of the Treasure Coast and the most diverse estuary in North America, and reduction in waterfront access due to railroad traffic would significantly reduce economic and recreational opportunities for our community; and

WHEREAS, quiet zones are needed at all affected railroad crossings in order to mitigate the impacts of increased railroad traffic and railroad noise and to protect the health, safety, and the quality of life of all City of Fort Pierce residents, businesses, and visitors; and

WHEREAS, the preservation of the quality of life of the City will, at the very least, depend on All Aboard Florida improving the rail crossings to maximize safety and minimize noise and disruption; and

WHEREAS, the State of Florida has expressed a commitment to the success of All Aboard Florida, and may not have recognized the potential major disruption that it may bring to the City of Fort Pierce without direct passenger rail benefits;

WHEREAS, the cost of upgrading the infrastructure at crossings to meet maximum safety requirements would be beyond the funding ability of the City of Fort Pierce; and

WHEREAS, the City of Fort Pierce requires financial assistance for infrastructure improvements and other road and traffic related construction, to keep our citizens safe, and our jurisdictions solvent.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA

Section 1. The City of Fort Pierce formally requests that the State of Florida require All Aboard Florida to fund the cost of all improvements required to mitigate impacts resulting from railroad expansion including quiet zones that may be designated in the near future.

Section 2. The City of Fort Pierce also requests any state funding assistance for All Aboard Florida related infrastructure access not displace funds already committed to projects in the City of Fort Pierce by the Florida Department of Transportation.

Section 3. The Governor and State Legislators do all within their power to urge FECI to explore extending direct benefits of passenger rail service to the City of Fort Pierce, to provide funding for crossing enhancements and corridor improvements, and explore partnerships from which the area may benefit directly to offset and/or mitigate the impacts of All Aboard Florida.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of March, 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

City Commission Regular Meeting **Agenda Item # 13. a.**

Meeting Date: 03/03/2014

Re: Department Activity Report

Submitted For: Robert Bradshaw, City Manager

SUBJECT:

Department Activity Report

Attachments

City Manager's Activity Report

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	02/24/2014 04:15 PM

Form Started By: Jennifer Robinson Started On: 02/20/2014 07:48 PM

Final Approval Date: 02/24/2014

Interoffice Memorandum

FROM THE OFFICE OF THE

CITY MANAGER

TO: The Honorable Mayor and Members of the City Commission
FROM: Robert J. Bradshaw, City Manager
RE: Department Activity Report
DATE: February 21, 2014

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 held a Conference Agenda meeting on February 10, 2014.
- The City Manager and Deputy City Manager met with Steven Enns regarding his Golf Course concerns.
- The City Manager and Deputy City Manager met with the City Attorney to discuss the Teamsters arbitration.
- The Deputy City Manager attended a meeting regarding Teamster related issues.
- The Deputy City Manager held a grievance hearing regarding a Teamsters matter.
- The City Manager, Deputy City Manager and Planning Manager met with Ben DeVries regarding partnership opportunities with TCERDA.
- The Deputy City Manager attended a CRA Advisory Committee meeting on February 12, 2014.
- The Deputy City Manager and Executive Assistant participated in the City Hall Fitness Challenge.
- The Deputy City Manager attended the Communitywide Council meeting on February 12, 2014.
- The City Manager and Deputy City Manager attended a pre-arbitration meeting regarding a Teamsters grievance.
- The City Manager and Deputy City Manager met with Commissioner Alexander to discuss current City issues.
- The City Manager and Deputy City Manager met with the Mayor weekly to discuss current City issues.

City Manager's Office contd.

- The Deputy City Manager met with representatives of Community Outreach Youth Program regarding their event next month.
- The City Manager and Deputy City Manager met with the department heads to discuss the agenda for the February 18, 2014 City Commission meeting.
- The City Manager met with Commissioner Perona to discuss the agenda for the February 18, 2014 City Commission meeting and current City issues.
- The City Manager and Deputy City Manager attended a meeting regarding the transmittal process.
- The City Manager and Deputy City Manager attended a pre-arbitration meeting with the City Attorney.
- The City Manager attended the FPUA Board meeting on February 18, 2014.
- The City Manager and Deputy City Manager attended the Teamsters arbitration.
- The Deputy City Manager met with the Public Works Manager regarding the Human Development & Resource Center.
- The Deputy City Manager met with Urban Redevelopment staff.
- The City Manager, Deputy City Manager and Executive Assistant met with the Finance Director regarding a Pension Workshop.
- The City Manager met with the City Engineer regarding 1404 Avenue E, One Lord, One Faith Church.
- The City Manager met with the Code Compliance Manager regarding animal control issues and code enforcement issues.
- The City Manager met with the City Attorney regarding numerous legal issues and active litigation.

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: 18 Renewals: 9 Transfers: 0

- 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: 10 Renewals: 2

- 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.
- Assisted Code Compliance Manager by processing payment and providing receipt for check received from St Lucie County Humane Society for animal registrations.
- Assisted Code Compliance Manager by processing payment and providing receipt for check received from St Lucie County Humane Society for January 2014 impound fees.
- On-going updating of contractors' records for current Liability Insurance, Workman Compensation Insurance, and State License information.
- Attended and recorded Board of Examiners of Contractors meeting held on February 11, 2014.
- Entered all necessary data into the computer system to create an account and issue a competency card for contractors approved by the Board of Examiners of Contractors at 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.
- Set up portable recording equipment in the 2nd floor conference room on February 10, 2014 for City Manager's Conference Agenda Meeting.
- Attended, recorded and transcribed minutes of the Fort Pierce City Commission Meeting held on February 18, 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.

City Clerk's Office contd.

- 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.
- 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.
- License Permit Specialist/Deputy City Clerk assisted City Attorney Office by providing certified copies of records for court.
- License Permit Specialist/Deputy City Clerk assisted Purchasing Department by researching and providing copy of Commission Meeting minutes.
- License/Permit Clerk Joyce Kobbe attended lecture presented on February 13, 2014 titled "Learning The Basics: Portion Size and Control.
- City Clerk attended Fort Pierce Area Council meeting.
- City Clerk participated in interview process for Marketing Specialist.
- City Clerk participated as a judge in the STEM Fair at Indian River State College.
- City Clerk attended Economic Development Council Small Business Partners meeting.
- City Clerk attended United Way Board meeting.

Administrative Services Department

- Procurement –
  1. Processed purchase orders and fiscal year blanket purchase orders.
  2. Processing and/or completion of awards to vendors/contractors approved by Commission.
  3. Meetings:
     a) Director of Administrative Services conducted meetings with the Public Works Manager, and the Deputy City Manager regarding a personnel issue.
     b) Director of Administrative Services met with City Attorney regarding the Grievance.
     c) Director of Administrative Services also coordinated and attended Union Grievance meetings with Public Works Manager and representatives from Local 769.

- 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 February, 2014 employee annual evaluations.
  10. Completed Verification of Employment/Loss of Income forms.

- Risk Management –
  1. Upcoming Seminar 5 Secrets to Permanent Weight Loss.
  2. Coordinating with Big Brothers and Big Sister Volunteer Training.
  3. Reviewed Insurance Requirements for Procurement Bids.
  4. Accident and Injury Reviews.
  5. Audited, Closed, and Processed WC Claims.
  6. Processed Insurance Subrogation.
  7. Consulted with the City Carrier Regarding Liability Claims.
  8. Processed day to day Risk Management Duties.

Finance Department

- Met with City Manager and Deputy City Manager to discuss the pension workshop
- 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.
- Submitted work orders to State of Florida to enhance the router speed at City Hall and all remote sites. Completed the router speed for Indian Hills.
- 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 forty (40) new work orders and completed ninety five (95) 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. Minutes for Historic Preservation Board
  5. Pre-Application meeting for proposed 4,000 sq. ft. structure located at parcel# 2422-601-0001-000-4

- Comprehensive Planning, Long Range Planning –
  1. 1110 N 29th Street - Pine Creek Village Apartments - Zoning Atlas & Future Land Use Amendment - City Commission
  2. 4100 Glades Cut-Off Rd. - Diamond R Fertilizer - Zoning Atlas Amendment -– Planning Board
  3. 3700 Okeechobee Road - Annexation - City Commission Presentation
  4. S 25th Street - Dollar General - ZAA/FLUMA - City Commission Scheduling

- Development Review –
  1. 4000 S US Hwy 1- Muslim Friends of Florida
  2. 1167 S US HWY 1 - Easement Abandonment - City Commission Staff Report
  3. Site Plan - Planning Board Scheduling

- GIS/Mapping –
  1. WEB City website edits, updates
  2. GIS Research/analysis for condos GIS data
  3. GIS Research/analysis for address resolution for individual units
  4. 4400 S US Hwy 1 - Acura - Review approved Site Plan for permitting
  5. Savannahs - analysis tree mitigation review for trails and parkway

- Historic Preservation –
  1. 903 Delaware Ave - HPB Staff Report
  2. 102 N 2nd Street - HPB Staff Report
  3. 1404 Avenue E - One Lord, One Faith Site Plan - Meeting with concerned resident

Building Division

- 7131 Okeechobee Rd (West Star) – There has been no change in the status of this permit; we will continue to keep you informed of the progress of this project.

- 4400 S. US Hwy 1 (Acura Dealership) – Revisions were received for this project and are under review. We will keep you informed of the progress of this project.

- Building Department Staffing – Within the past five weeks the Building Department Inspector Staff has been decimated. Brad Leary, our multi-certified inspector resigned after being recruited by an engineering firm. Danny Hawkins, our Deputy Building Official (and one of only 700 Master Code Professionals in the world) resigned after being heavily recruited. In both cases they would have preferred to continue employment with the City of Ft. Pierce but were not being compensated adequately for their licensure and expertise. Although we wish them the best in all of their future endeavors, their departure will negatively impact the service that we render the building community. Unfortunately, Kevin Grant fell through an improperly installed scaffold and was seriously injured. His prolonged absence will also diminish our ability to efficiently complete our inspection load.

Code Enforcement Division

- Hearings – Special Magistrate Blandino
  1. Special Magistrate Ross
     a) 7 violation hearings - 7 found in violation
     b) 1 request for extension of time - Request approved
  2. St. Lucie County Court – Judge Barnes
     a) COFP v. James R. Lundy III
        - 7 counts – all continued due to Mr. Lundy being incarcerated.
        - Next hearing scheduled for March 28, 2014
     b) COFP v. Curtis Boyd
        - Running at large – paid before hearing started $105.00
        - Failure to restrain animal – paid before hearing started $55.00
     c) COFP v. Jimmy Plain
        - Registration required – 2 counts – dismissed by Judge
        - Rabies vaccination required – dismissed by Judge
        - Failure to restrain animal – dismissed by Judge
        - Running at large – dismissed by Judge
     d) COFP v. Sylvia Caratachea
        - Registration required – guilty – fined $55.00 plus court costs
     e) COFP v. Mike Long
        - Animal abuse/cruelty/neglect – guilty – fined $255.00 plus court costs

- Code Enforcement –
  1. Received 37 complaints
  2. Issued 8 written warnings
  3. Issued 2 citations
  4. Initiated 83 new cases: 67 general violations and 15 lot clearing violations
  5. Conducted 220 follow-up inspections
  6. Closed 78 cases

- Animal Control –
  1. Responded to 105 dispatched calls
  2. Conducted 171 self-initiated calls
  3. Conducted 44 follow-up investigations
  4. Issued 3 citations and 5 written warnings
  5. Completed 2 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 continue to work with the City Clerk's office to follow up on businesses that did not renew their Business Tax Receipts.
  2. Invited MetLife representatives to come in and speak with our department members. Staff was given the opportunity to meet one on one with the representative.
  3. Met Libby Woodruff to discuss the Florida Animal Friend grant and discuss issues with United for Animals.
  4. Attended the annual South Beach Association meeting.
  5. Met with Mr. Bradshaw to review a flyer submitted by United for Animals and provided comments via memo.
  6. Continued training Code Officers Saucedo and Denmark. We anticipate their weekend assignments will begin March 2nd.

Engineering Department

- Development Reviews – Intake of three (3) Building Permit, Site Plan, or Certificate of Occupancy reviews.
- Stormwater Division – Annual individual SMU billings currently being prepared for Federal, State and local agencies, schools and churches. These property owners are billed individually as opposed to being included on the tax bill.
- 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 – Construction contract approved. Setting up pre-construction meeting with contractor.
- S. 21st Street / Havana Ave. Sidewalk Project – Project currently under design. Funding has been approved by FDOT for FY 2015. 90% plan review comments have been submitted to the consultant.
- 31st Street Sidewalks from Okeechobee Road to Tennessee Avenue – Awaiting delivery of FDOT executed LAP Agreement. Upon receipt the project will be advertised for construction bids.
- 5th Street Reconstruction from Orange Avenue to Boston Avenue – Construction underway. Final completion is scheduled for April 2014.
- Heathcote Stormwater Improvements – Contract awarded to Paul Jacquin and Sons. Pre-construction meeting being set for the next 2 weeks. 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. Bid opening is scheduled for the first week in March. 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 April.
- Melody Lane Fishing Pier – Under design.
- H.D. King Power Plant Clean-up –Structural evaluation of seawall to begin within two weeks. Cardno TBE has submitted proposal for 2014 clean-up. Fill material to be supplied from Heathcote Stormwater Improvement project for a cost savings for both projects.
- 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 is wrapping up at the PWD compound and work is scheduled to begin at the Police Department the first week of March.

- Get Fit Challenge II – Round II of our PWD fitness challenge has begun! To date the PWD has lost 59lbs.

Police Department

- Violence Prevention Community Outreach – On February 11th, Chief Baldwin and members of the police department hosted a violence prevention seminar at Fort Pierce Central High School. On February 13th, Chief Baldwin and members of the police department appeared on the Anthony Chamber's Show (WFLM and WIRA) for violence prevention.

- Staffing – Victim Advocate Sonjia Philpart has resigned in order to relocate to Palm Beach. Officers Nelson Mondragon and Alexander Quiles began employment on February 16th. The department currently has 11 vacancies for police officers and 1 vacancy for civilian positions (victim advocate).

- Upcoming Events:
  a) February 26, at 4PM – Scott Vanduzer (Big Apple) is hosting a fundraiser for Officer Sena's child who is suffering a serious medical condition.
  b) March 3-6, Chief Baldwin and a team from the Roundtable of St. Lucie County will be in Dallas attending training provided by the Office of Juvenile Justice and Delinquency Prevention on their Comprehensive Gang Model.
  c) March 11, at 5:30PM – The Hundred Club of St. Lucie County is hosting a Cocktail Party to raise funding to support families in the event of a line of duty tragedy. The event will be held at Tradition Town hall.

Urban Redevelopment Department

- Grants Administrator –
  1. Received grant award from Florida Humanities Council to complete Highwaymen Heritage Trail project
  2. Completed and submitted grant application to Visit Florida for the design, printing and distribution of brochures for Fort Pierce Authentic Tours (FPAT)
  3. Collaborated with Workforce Solutions (new name - Career Source Research Coast) to implement youth intern work program for City
  4. Researched and documented funding opportunities and suggestions for funding for Untied for Animals nonprofit
  5. Provided continual assistance and information to onsite auditors
  6. Collaborated with Tracy (Engineering) to develop strategy and budget for Florida Inland Navigation District grant application to complete fishing pier on Melody Lane
  7. Collaborated with Craig Mundt (St. Lucie County Art and Cultural Alliance) to develop public art maintenance plan and payment schedule
  8. Collaborated with external vendors and Public Works to design sign for Jetty Park to recognize grant award from Land and Water Conservation Fund
  9. Prepared materials for and provided oversight for Communitywide Council February meeting
  10. Created backup materials for City Commission review and approval of Commercial Facade grants
  11. Provided oversight for housing issues pertaining to Ms. Luella Anderson
  12. Created contractual agreement for commercial Facade grant recipients
  13. Provided project oversight and extensive review and detailed recommendations for FPAT website to IRSC website designer
  14. Began developing promotional strategy for Lincoln Park Improvement Project community meeting
  15. Researched possibilities for NSP-rehabbed apartments on Orange Avenue
  16. Met with numerous citizens regarding various issues including housing, nonprofit support, economic development initiatives, etc.

- Program Analyst –
  1. FEMA
     a) Marina Project
        - Monitoring time extension
        - Monitoring funding requests
        - Made several phone calls to State regarding time extension and funding reimbursement
  2. Windows Expansion Project
     a) Received modification # 2 from State, forwarded to legal and prepared for agenda item
     b) Preparing second pay application
     c) Received first draw from State
     d) Preparing second draw request to State
  3. Enterprise Zone: Answering emails and phone calls pertaining to tax credits
  4. SHIP
     a) Waiting on work write ups from Building Department to prepare RFPs
     b) Researching home education classes for home owners
     c) Prepared templates for housing rehabilitation and forwarded to legal for approval
     d) Following up on home repair complaints with two applicants
     e) Reviewing rehab specifications and SHIP policies

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

- Finished ordering trophies and prizes for City Championship.
- Met with Superintendent and Mechanic to review proposal for new golf car lease.
- Met with Superintendent and Mechanic to discuss leasing maintenance equipment.

River Walk Center

Park Permits	2,050.00
Garden Center	200.00
Programming	1,049.93
River Walk Center	685.55
Special Events	3,495.00
Total	$7,480.48

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 February 4 and 11; Comedy Corner Improv on Saturday, February 8; BlueBird Productions presented Selwyn Birchwood February 7; Fort Pierce Jazz and Blues Society & Sunrise Theatre co-presented Society Variety Show; Rico Monaco Band February 15. Performances on the Sunrise Theatre main stage included A sold-out performance by Kenny Rogers on February 7; Alan Parsons Live Project on February 15.

- Assistance continues with future rental events and co-presentations with various community groups including, but not limited to: Kyman Entertainment's The Ultimate Oldies Concert on March 7; Plastered Touring's Ron White on March 15-16; BlueBird Educational Productions 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 Charlie Worsham on March 7.

- 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.