

# CITY OF FORT PIERCE

## CITY COMMISSION AGENDA

Regular Meeting - Monday, April 20, 2015 - 6:30 p.m.

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

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Reverend Dr. Kenneth Mills, Save our Children
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
  - a. Approval of Minutes from the April 6, 2015 meeting.
6. **PROCLAMATIONS**
  - a. Proclamation recognizing April 24, 2015 as Arbor Day. Being received by Paul Bertram, Public Works.
  - b. Proclamation recognizing May 1, 2015 as Law Day. Being received by Carlos Wells, St. Lucie County Bar Association President.
  - c. Proclamation recognizing April as Child Abuse Prevention Month. Being received by Sara Frahm, Program Manager, CASTLE.
  - d. Proclamation recognizing April as Guardian ad Litem Month. Being received by H.L. "Vern" Melvin, Circuit Director.
7. **LETTERS TO COMMISSION**
  - a. Commendation letter from The Daniel M. Center for Behavioral Change thanking the Building & Code Enforcement Department for their swift response when the building was hit by a car.
  - b. Email received from Mears Construction commending the Building Department, in particular, Kim West, for Kim's professional manner and great attitude.

8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

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

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9. **CONSENT AGENDA**

- a. Waive interest, penalties and administrative fees in the amount of \$324.40 for lot clearing lien against 3061 S 10th St, Ft. Pierce, FL owned by Elizabeth Brown, 5202 Palmetto Dr., Ft. Pierce, FL, contingent upon payment of \$139.93 within 60 days.
- b. Reduce code enforcement fines in the amount of \$32,290.00 against 3111 Boston Avenue owned by Danilo Ortega (TR) and Lurine Foster (TR), 3549 SW Riviera Street, Port St. Lucie, FL 34953 to \$1000.00 payable in 60 days.
- c. Reduce code enforcement fines in the amount of \$262,915.00 against 508 N. 14th Street; previously owned by Alcinne Calixt (TR) C/O Reynard Millien, 508 N 14th St., Ft Pierce, FL and currently owned by Royston Dass, 1528 SW Abington Avenue, Port St. Lucie, FL 34953 to \$1,000.00 payable in 60 days.
- d. Approve Blackstreet Enterprises, LLC in response to RFP No. 2015-021 for an amount not to exceed \$20,444.00 for rehabilitation of 2008 Avenue P funded by the State Housing Initiative Partnership (SHIP).
- e. Approve De La Hoz Builders, Inc. in response to RFP No. 2015-022 for an amount not to exceed \$22,922.00 for rehabilitation of 2802 Avenue I funded by the State Housing Initiative Partnership (SHIP).
- f. Approval of Lease Extension Agreement with Little Jim Bait and Tackle, Inc. for property located at 601 North Causeway Drive, Fort Pierce, Florida for a ten year period commencing on March 1, 2015 in the amount of \$2,000.00 per month adjusted annually by CPI.
- g. Approval of settlement agreement between Dickerson Florida, Inc. and the City of Fort Pierce.

- h. Approval of travel expenses in the amount of \$898.78 for Commissioner Sessions to attend the 30th Annual National Conference on Preventing Crime in the Black Community being held May 27 - 30, 2015, in Tampa, Florida.
- i. Approval of travel expenses in the amount of \$898.78 for Commissioner Alexander to attend the 30th Annual National Conference on Preventing Crime in the Black Community being held May 27 - 30, 2015, in Tampa, Florida.
- j. Approval of Travel for Mayor Hudson to attend the Florida League of Cities Regional Summit Series - Economic Development Tools on August 11, 2015 in the amount of \$173.77.
- k. Approval of Employment Agreement between the City of Fort Pierce and Diane Hobley-Burney for her services as Chief of Police for a three year term commencing June 1, 2015 at an annual salary of \$124,091.00 subject to City Attorney review.

10. **PUBLIC HEARINGS**

- a. Ordinance No. 15-009 - Amending Chapter 22 to permit Farmer's Market and Farm Stand Use in Light Industrial Zoning Districts. SECOND READING
- b. Approval of application for Waiver of Distance submitted by Bunwin, Inc. (owner) and Robert Smith (applicant), operating as Celebrity Peacock Jazz and Blues Club, for a 4COP Alcoholic Beverage License, located at 510 Orange Avenue. Property is zoned C-3, General Commercial.

11. **MISCELLANEOUS REPORTS & REQUESTS**

- a. Baccalaureate Degree Legislation Update - Andy Treadwell, Administrative Director of Legislative and Executive Communications, Indian River State College.
- b. FPUA Commercial Utility Services Application process presentation by Bill Abramowicz, Customer Service Manager
- c. Presentation of the Financial Report for the quarter ending March 31, 2015.

12. **CITY COMMISSION**

- a. Discussion on Avenue D businesses requested by Commissioner Alexander.

13. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time and must sign up to speak in advance. 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.

14. **COMMENTS FROM THE CITY MANAGER**

- a. City Manager's Departmental Activity Report.

15. **COMMENTS FROM THE COMMISSION**

16. **ADJOURNMENT**

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

**City Commission Regular Meeting**

**Meeting Date:** 04/20/2015

**Re:**

**Agenda Item # 5. a.**

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**SUBJECT:**

Approval of Minutes from the April 6, 2015 meeting.

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**Attachments**

[04.06.2015 Minutes](#)

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**Form Review**

Form Started By: Linda Cox

Final Approval Date: 04/10/2015

Started On: 04/10/2015 12:34 PM

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, APRIL 6, 2015.

1. **CALL TO ORDER** - Mayor Hudson called the meeting to order at 6:30 p.m.
2. **OPENING PRAYER** - Apostle Trevor Banks of Resurrection Life Family Worship Center offered the opening prayer.
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**

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

Absent: Commissioner Edward Becht

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

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

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

Passed

5. **APPROVAL OF MINUTES**

- a. Approval of Minutes from the March 16, 2015 meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve the Minutes of the Regular Meeting on March 16, 2015.

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

Passed

6. **PROCLAMATIONS**

- a. Mayor Hudson issued a Proclamation recognizing April as Jazz Appreciation Month. It was received by Darryl Bey of Bluebird Productions.
- b. Mayor Hudson issued a Proclamation recognizing Florida's Children's Week. It was received by Tony Loupe and Deb LaBella of the Early Learning Coalition of St. Lucie County.
- c. Mayor Hudson issued a Proclamation declaring April 7, 2015 as National Service Recognition Day. It was received by Scott Hinkley, Director of AmeriCorps Programs, Big Brothers Big Sisters.
- d. Mayor Hudson issued a Proclamation honoring Larry J. Lee, St. Lucie County Health Officer. It was received by Arlease Hall, of the St. Lucie County Health Department.

7. **LETTERS TO COMMISSION** - The following letters will be kept on file in the City Clerk's Office.
- a. Letter from Diamond R. Litty, Public Defender, acknowledging the superior efforts and accomplishments of John Wilkes as Executive Director of the Sunrise Theatre.
  - b. Email from Ronald Weeden and Carmen DiGeorge with the Harbour Isle West Social Committee thanking the entire Fort Pierce Economic Development Team for their great presentation at the Harbour Isle Neighborhood Meeting on March 17, 2015.
  - c. Letter from Anne Satterlee, Public Relations and Development Director, on behalf of the Sunrise Theatre Advisory Board thanking Sergeant John Schramm, Officer Dani Dreizehnter, Officer John Fasanello, and Officer Todd Warner of the Fort Pierce Police Department for their assistance during the Dick Hellstrom Memorial Sunrise Theatre 5K Run/Walk. The funds raised from this event aid in supporting School Time Performances at the Sunrise Theatre for the children of our community.
  - d. Letter from Donna Benton and Betty Brolmann with Coastal Living Realty of Florida expressing appreciation to Nick Mimms, Deputy City Manager, and Kim West, Building Department for their helpful and professional assistance that avoided unnecessary delays for the issuance of a permit.
  - e. Letter from Jim Burg of the Square Grouper Tiki Bar thanking Marc Meyers, Paul Thomas, and Kristie Kirstein of the Building Department and Kori Benton of the Planning Department for their efforts and support in advancing his project.

8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

There were no comments from the public.

9. **CONSENT AGENDA**

- a. Waive interest, penalties, and administrative fees in the amount of \$123.40 for a Lot Clearing Lien against 1002 Avenue E owned by Erica D. Butler, 2502 Mohawk Avenue, Ft. Pierce, FL, leaving a balance of \$200.00 payable in 60 days.
- b. Waive administrative fees in the amount of \$100.00 for Emergency Repair Lien against 1002 Avenue E owned by Erica D. Butler, 2502 Mohawk Avenue, Ft. Pierce, FL, leaving a balance of \$1,169.11 payable in 60 days.
- c. Waiver of interest and penalties in the amount of \$4,867.65 for demolition lien totaling \$14,825.40 against 1569 Thumb Point Drive, Ft. Pierce, FL owned by Freddie Mac, 2005 Vista Parkway, West Palm Beach, FL in consideration of payment of \$9,957.75 payable in 60 days.
- d. Reduce code enforcement fines in the amount of \$18,050.00 against 508 N 14th Street; previously owned by Mayfive Capital LLC, 8902 N Dale Mabry Hwy, #200, Tampa, FL 33614 and currently owned by Royston Dass, 1528 SW Abingdon Avenue, Port St. Lucie, FL 34953, to \$500 payable in 30 days.

- e. Reduce code enforcement fines in the amount of \$66,490.00 against 1002 Avenue E currently owned by Erica D. Butler, 2502 Mohawk Avenue, Ft. Pierce, FL 34946, to \$1,500.00 payable in 60 days.
- f. Approve contribution of \$5,000 to the Police Athletic League from the Law Enforcement Trust Fund.
- g. Approval of Modification # 6 to Florida Division of Emergency Management Contract # 14HM-2Y-66-02-144 to extend the Period of Performance from February 1, 2015 to August 1, 2015.
- h. Approval of a contract with Lyle Sumek Associates, Inc. for consultation services for the update of the Leadership and Strategic Plan for an amount not to exceed \$20,000 in professional fees.
- i. Request award of the Melody Lane Fishing Pier construction contract to the low bidder, Brothers' Construction Inc., in a amount equivalent to \$539,845.
- j. Approval of the investment of \$1.1 million from the available HUD Bond resources to fund the remaining contractual obligations of the City of Fort Pierce Marina Dock Reconstruction Project.
- k. Approval of Lease Extension Agreement with the Fort Pierce Police Officers Association for certain identified parcels in Dreamland Park Subdivision for a five year period at the cost of \$10.00 per year commencing on January 5, 2015.
- l. Approve increase to Purchase Order #150076 for Amy's Cakes and Catering in the amount of \$30,000.00.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander that the following items on the Consent Agenda be approved - **9a, 9b, 9c, 9e, 9g, 9h, 9j, 9k**. Commissioner Alexander pulled item **9d**, Commissioner Sessions pulled items **9f, 9i** and Commissioner Perona pulled item **9i**.

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

Passed

**As to item 9d**, Commissioner Alexander questioned who received the liens, the bank that foreclosed or the current property owner. He has a problem with the bank owning properties that continue to accumulate fines and liens and then request the Commission to forgive them. He feels the fines and liens should remain attached to the bank that accumulated them.

Ms. Arraiz responded that in the past the City has released the property from the lien with the lien remaining against the capital.

Mr. Schwerer affirmed that is an option.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve with discussion to release the lien from the property and attach the fines and liens to Mayfive Capital LLC.

Commissioner Sessions agrees the City of Fort Pierce should not be permitting the banks to shift the responsibility of fines and liens to the potential new owners. He stated in the banking world there is a conveyance of the property with the anticipation of the owners coming before the City; the banks are encouraging the owners to come forth.

Commissioner Perona feels this should be looked at from a case to case basis and not set a precedent for all banks.

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

Passed

**As to item 9f**, Commissioner Sessions pulled this item to request the balance of this fund. Interim Chief Amandro responded the approximate balance that remains in this account is \$34,000.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve Consent Agenda item **9f**.

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

Passed

**As to item 9i**, Commissioner Perona pulled this item as a great opportunity to give an update on the project. He has been asked numerous times when it will begin, and now he is happy to say that the expected date of completion will be in December of this year.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve Consent Agenda item **9i**.

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

Passed

**As to item 9l**, Commissioner Sessions requested an update and clarification of the request for increase.

Mr. Wilkes responded that there have been increased activities at the theatre since the original budget. The numbers of acts that have been added has increased the gross revenue and he sees this request as having no negative impact to the budget. The increase is for the entertainers catering requests that are part of their contract.

Finance Director Gloria Johnson responded to Commissioner Alexander's concerns and explained the funds will be transferred from personal services; the theatre has two positions that are vacant and will be using the unexpended funds from those salaries. Further stating the \$60,000 budgeted for catering has been expended. Therefore, the Finance Department cannot pay any bills until the funds are moved to cover the expenses and because the amount is over \$10,000 it has to come before the Commission for approval. Ms. Johnson reiterated the funds are not coming out of the General Fund.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve Consent Agenda item **9I**.

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

Passed

## **10. PUBLIC HEARINGS**

- a. Ordinance No. 15-007 - Final Budget Amendment of the 2013-14 Budget. **SECOND READING**

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

Gloria Johnson, Finance Director, appeared and was available for questions.

Mayor Hudson opened the Public Hearing.

Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve Ordinance No. 15-007 on second and final reading.

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

Passed

- b. Ordinance No. 15-009 - Amending Chapter 22 to permit Farmer's Market and Farm Stand Use in Light Industrial Zoning Districts. **FIRST READING**

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

Clarissa Davis, Planner, appeared with a brief presentation and staff recommendation for approval. This is a staff initiated text amendment application for farmer's markets and farmer stands to be a permitted use in the I1 light industrial zone and amend the error from 2013 that created the conditional use.

Mayor Hudson opened the Public Hearing.

Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve Ordinance No. 15-009 on first reading.

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

Passed

- c. Application for a Site Plan and Conditional Use submitted by Mosaics Of America Inc. to construct a 14,500 S.F. structure to include a new showroom, warehouse, and business offices located at 900 S US Highway 1, Fort Pierce, FL. (Staff recommends postponement until April 20th, 2015 meeting in order to consider Site Plan, Conditional Use, Abandonment, and Lot Transfer Concurrently.)

Kori Benton, Historic Preservation Officer, appeared and indicated staff was recommending this item be postponed to April 20, 2015 meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to postpone until April 20, 2015.

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

Passed

## 11. MISCELLANEOUS REPORTS & REQUESTS

- a. Approval of 2013-14 Final Budget Amendments for Grant Funds: CDBG, SHIP and Grant Administration

Gloria Johnson, Finance Director, stated this is the final amendment for the City's Grant funds. The initial budget for the year for the CDBG was \$1,567,023 with a final amendment for \$3,734,559. The increase of \$2,867,436 was due to receiving payment from the developer for a note that matured from Coral Square. The Ship program initially budgeted for \$271,149 actually finalled at \$74,947. Lastly, the Hurricane and Housing was decreased from \$286,458 to \$151,174.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve the 2013-14 Final Budget Amendments for Grant Funds.

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

Passed

## 12. CITY COMMISSION

- a. Resolution 15-R14 appointing Daniel Retherford to the Board of Adjustments and Appeals.

City Clerk Linda Cox introduced the resolution, read by title only, into the record.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve Resolution No. 15-R14 appointing Mr. Daniel Retherford.

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

Passed

- b. Consideration of the FPUA's FY 2014 Final Budget Amendment.

Director of Utilities Authority Clay Lindstrom appeared with a presentation. The City distribution payment for the year 2015 will be \$5,735,239.

Commissioner Alexander questioned whether this item should be postponed until after a meeting with the FMPA.

City Attorney Robert Schwerer responded this is on schedule to be presented to the Commission in accordance with the City Charter at the conclusion of the budget year. This approval triggers the payment from the Utilities Authority to the City of the contribution payment. Since the Utilities Board has passed this final budget amendment, it therefore comes to the Commission on the next scheduled agenda and then begins the 30 day clock the charter provides unless the Commission, by a 4/5's majority vote to delete or decrease a line item in the budget, it becomes final in 30 days. He explained the difficulty to line item veto on a final budget. Further explaining the CAFR defines the final number the City will

receive in transfer for City revenues of the Utilities Authority for the year.

Commissioner Sessions commented on the increase to Director Thiess' salary 30 days prior to his leaving. Mayor Hudson clarified that upon retiring, a final payout will seem huge because of the accrued vacation and sick leave they are due and receive.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to deny the proposed final budget for 2014 based on the line items being presented.

AYE: Commissioner Rufus Alexander, Commissioner Reginald Sessions

NAY: Mayor Linda Hudson, Commissioner Thomas Perona

Failed

Motion was made by Commissioner Thomas Perona, Mayor Linda Hudson relinquished the gavel to Mayor Pro Tem Rufus Alexander and seconded the motion to waive the 30 days.

AYE: Mayor Linda Hudson, Commissioner Thomas Perona

NAY: Commissioner Rufus Alexander, Commissioner Reginald Sessions

Failed

- c. Consider acceptance of the FPUA Comprehensive Annual Financial Report (CAFR) for FY2014.

Nina Hurtubise, Director of Financial Services, appeared and stated there was an extended discussion about this item last year with a recommended motion by Mr. Schwerer. This motion is in accordance with the City of Fort Pierce Charter, Article 12, and Section 178(c). Ms. Hurtubise stated the UA is asking for approval of the audit, not the CAFR and read into record the motion.

The FPUA is requesting that the City approve the audit as being the unqualified opinion of the auditors that the FPUA's financial statements for the fiscal year ending September 30, 2014 are fairly presented in conformity with Generally Accepted Accounting Principles (GAAP), and accept the filing of such audit with the City of Fort Pierce, the same to be kept together with the FPUA CAFR, on file with the City Clerk's office pursuant to the City Charter.

Mr. Schwerer clarified for the Commission that the CAFR is the certified financial report that is submitted, there is no motion needed to approve it. However, the Commission needs to approve that the audit was done with generally accepted standards that will then be a statement by this Commission to the citizens of Fort Pierce that their financial transactions have been properly audited in accordance with all government regulations.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions with discussion to approve the audit as being the unqualified opinion of the auditors that the FPUA's financial statements for the fiscal year ending September 30, 2014 are fairly presented in conformity with Generally Accepted Accounting Principles (GAAP), and accept the filing of such audit with the City of Fort Pierce, the same to be kept together with the FPUA CAFR, on file with the City Clerk's office pursuant to the City Charter.

Commissioner Sessions stated he can appreciate the CAFR report because it gives him the ability to critique the proposed budget.

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

NAY: Commissioner Rufus Alexander

Passed

13. **COMMENTS FROM THE PUBLIC** - there were no comments from the public.

14. **COMMENTS FROM THE CITY MANAGER**

a. City Manager's Departmental Activity Report

Mr. Bradshaw stated that he is both excited and proud to present a very historic moment in the City of Fort Pierce. The City is in the final stages of hiring the new Police Chief. He wanted to thank and commend staff, the advisory committee, the representatives from PERF, Commission and the community as a whole; it was a very successful process.

Risk Manager Sherita Johnson was happy to announce that the hiring process that started with 72 applications being received and narrowed down to 10 then ultimately the final 5 applicants, has been a success. She stated the City's conditional offer that was extended, was accepted by Diane Hobleby-Burney. Ms. Hobleby-Burney was quoted as saying that she looks forward to being a part of the history of the City of Fort Pierce and she is excited to meet the organization.

15. **COMMENTS FROM THE COMMISSION**

Commissioner Alexander stated he attended the Easter festivities at 29th Street Park and was concerned that there were no police officers visible.

Commissioner Perona wanted to thank staff for picking up on the parking issues downtown. There were a couple of very full weekends with lots of events, staff stepped in and volunteered. They assisted and helped the people get where they wanted to go. He stated they are working on the parking issues at the beach right now; he feels this will be a bigger challenge because there isn't as much land that is suitable for parking. This is a dynamic committee that continues to move forward. He urges everyone to check out the City's website and look for the link ***Where Can I Park in Downtown Fort Pierce***. This link will show you with maps where there are approximately 1400 places to park. Commissioner Perona stated that once the City gets the resolution going forward, there are some issues of policy that may need to be handled by the Commission.

Mr. Bradshaw added that Commissioner Perona is being very modest, that he wanted to thank him for his leadership. Mayor Hudson expressed her gratitude also; she had received no recent emails or calls concerning towed vehicles.

Mr. Schwerer reported on the Porpoise Beach agreement. The City received today a revised agreement that is going back to staff to take a final look at and once the County Commission approves the agreement it will be back before the Commission for approval.

Commissioner Sessions is very encouraged with the new changes in the City, with the new Utility Director and new Police Chief he is motivated to run for office again. He feels inspired for another four years. The City is doing some really great things and he has high expectations. He would like everyone to keep in their prayers the Haitian Church on Orange Avenue. Their van crashed, eight died and ten were critically injured. He sends his condolences and the community needs to come together in support. He is sending that message out to the community.

Mayor Hudson stated that on April 15, 2015 from 4:00 to 10:00 p.m. there will be a fundraising event by Scott VanDuzer at Big Apple Pizza on behalf of the Haitian Church. The services for

the eight who died will be held on April 18, 2015, tentatively planned at the Fenn Center. She stated it is the younger people that are now making the decisions at the church because it was the elders that were traveling in the van. If you would like to make a donation and cannot attend the fundraiser you can do so online through the VanDuzer Foundation. Mayor Hudson wanted to mention the City is working with the Florida League of Cities on the many bills in the Legislature that are impacting cities. One would require Indian River State College to take State out of its name, thus reducing its funding. She feels Senate Bill 1252 would create an adverse effect on IRSC as well as other Community Colleges in the state. The City of Fort Pierce will suffer if this happens.

**16. ADJOURNMENT**

There being no further business, Mayor Hudson declared the meeting adjourned at 8:29 p.m.

ATTEST:

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CITY CLERK

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MAYOR COMMISSIONER

**City Commission Regular Meeting**

**Agenda Item # 6. a.**

**Meeting Date:** 04/20/2015

**Re:**

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**SUBJECT:**

Proclamation recognizing April 24, 2015 as Arbor Day. Being received by Paul Bertram, Public Works.

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**Attachments**

Arbor Day

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**Form Review**

Form Started By: Linda Cox

Started On: 02/17/2015 12:05 PM

Final Approval Date: 02/17/2015

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim April 24, 2015, as:

## ARBOR DAY

in the City of Fort Pierce and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 20<sup>th</sup> day of April, 2015.

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MAYOR COMMISSIONER

**City Commission Regular Meeting**

**Agenda Item # 6. b.**

**Meeting Date:** 04/20/2015

**Re:** Law Week

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**SUBJECT:**

Proclamation recognizing May 1, 2015 as Law Day. Being received by Carlos Wells, St. Lucie County Bar Association President.

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**Attachments**

Law Day

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**Form Review**

Form Started By: Linda Cox

Started On: 03/16/2015 10:16 AM

Final Approval Date: 03/16/2015

*WHEREAS*, Law Day is an occasion of public acknowledgement of our Nation's and Florida's heritage of justice, liberty and equality under the law; and

*WHEREAS*, Seeking to formally recognize the role that the rule of law plays in the foundation of a free, just and safe society, Law Day has been annually proclaimed by the President of the United States since Dwight D. Eisenhower declared the first Law Day on May 1, 1958; and

*WHEREAS*, the United States Congress in 1961 encoded the presidential practice into law, statutorily designating May 1 as Law Day; and

*WHEREAS*, the year 2015 marks the 800th anniversary of a milestone in legal history, the sealing of Magna Carta at Runnymede, England, in 1215; and

*WHEREAS*, the American Bar Association has identified the 2105 Law Day theme as "Magna Carta: Symbol of Freedom Under Law"; and

*WHEREAS*, the Founders of our Nation drew upon the basic principles of Magna Carta in drafting our cherished documents of liberty, including the Declaration of Independence, United States Constitution, and the Bill of Rights; and

*WHEREAS*, Magna Carta has become one of the world's most enduring symbols of the importance of the rule of law and liberty under law; and

*WHEREAS*, Magna Carta continues to be a source of inspiration in the advancement of human rights and fostering democratic principles; and

*WHEREAS*, promoting public understanding of the importance of the rule of law and the roots of our freedom are an important component in the civic education of the citizens of the United States and of the state of Florida; and

*WHEREAS*, Law Day, May 1, 2015, will be commemorated both in the State of Florida and throughout these United States.

*NOW, THEREFORE*, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim May 1, 2015 as:

## *LAW DAY*

in the City of Fort Pierce and call upon all community residents, parents, children, teachers, business and community leaders to participate in scheduled observances and celebrations of Law Day 2015, and use this occasion to preserve, strengthen and honor our commitment to the rule of law and justice for all by participating in Law Day activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 20<sup>th</sup> day of April, 2015.

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**MAYOR COMMISSIONER**

**City Commission Regular Meeting**

**Agenda Item # 6. c.**

**Meeting Date:** 04/20/2015

**Re:**

---

**SUBJECT:**

Proclamation recognizing April as Child Abuse Prevention Month. Being received by Sara Frahm, Program Manager, CASTLE.

---

**Attachments**

Child Abuse Prevention

---

**Form Review**

Form Started By: Linda Cox

Started On: 03/19/2015 11:27 AM

Final Approval Date: 03/19/2015

- WHEREAS, for more than three decades, CASTLE has upheld their legacy of protecting the lives of abused children and families; and
- WHEREAS, CASTLE, works diligently with Devereux and the Florida Department of Children and Families to ensure that every child suffering from abuse has a brighter future and hope for a safe life; and
- WHEREAS, children who have suffered abuse or neglect are at least 25 percent more likely to experience problems such as delinquency, teen pregnancy, low academic achievement, drug use, and mental health problems; and
- WHEREAS, CASTLE, along with its community partners, embraces opportunities that can potentially change the way society cares for children and youth. Act now to protect children in Fort Pierce, Florida.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of April, 2015, as:

### *CHILD ABUSE PREVENTION MONTH*

in the City of Fort Pierce and encourages community agencies, religious organizations, businesses, and others to celebrate adoption, honor families that grow through adoption, further an awareness of the changes and issues in adoption, and focus attention on those children who live in the shadow of an uncertain future while they await forever families.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 20<sup>th</sup> day of April, 2015.

---

MAYOR COMMISSIONER

**City Commission Regular Meeting**

**Agenda Item # 6. d.**

**Meeting Date:** 04/20/2015

**Re:**

---

**SUBJECT:**

Proclamation recognizing April as Guardian ad Litem Month. Being received by H.L. "Vern" Melvin, Circuit Director.

---

**Attachments**

Guardian ad Litem

---

**Form Review**

Form Started By: Linda Cox

Started On: 02/17/2015 11:57 AM

Final Approval Date: 02/17/2015

*WHEREAS,* the Guardian ad Litem Program speaks for the best interests of abused, abandoned and neglected children who are involved in the court system; and

*WHEREAS,* volunteers not only advocate for a child's best interest, but also serve as educational advocates and mentors; and

*WHEREAS,* currently, more than 600 children in our community are victims who have endured abuse and are in need of a Guardian ad Litem to speak for their best interest; and

*WHEREAS,* members of the Fort Pierce community are encouraged to join together throughout the month of April to raise awareness for those children who have fallen victim to abuse, neglect and abandonment; and

*WHEREAS,* the Guardian ad Litem Program allows individuals to join hands with government in order to give a voice to innocent children who are suffering through no fault of their own.

*NOW, THEREFORE,* I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of April, 2015, as:

## *Guardian ad Litem Month*

and urge all citizens to give of their time to make a difference in the lives of our most vulnerable children by volunteering with the Guardian ad Litem Program.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 6th day of April, 2015.

---

**MAYOR COMMISSIONER**

**City Commission Regular Meeting**

**Agenda Item # 7. a.**

**Meeting Date:** 04/20/2015

**Re:** Commendation letter

**Submitted For:** Marc Meyers, Building Official, Building

---

**SUBJECT:**

Commendation letter from The Daniel M. Center for Behavioral Change thanking the Building & Code Enforcement Department for their swift response when the building was hit by a car.

---

**Attachments**

Commendation letter

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Robert Bradshaw	04/14/2015 09:59 AM
Form Started By: Tami Ryan		Started On: 04/02/2015 09:13 AM
Final Approval Date: 04/14/2015		

RECEIVED

TIME \_\_\_\_\_

APR 01 2015

CITY OF FT. PIERCE  
CITY MANAGER'S OFFICE



OK  
- [Signature]

***From the Desk of***

**Marc Meyers, CBO, CFM  
Building Official  
City of Fort Pierce  
100 North U.S. 1  
Post Office Box 1480  
Fort Pierce, Florida 34954  
T: 772-467-3187  
F: 772-468-0457  
[MMeyers@city-ftpierce.com](mailto:MMeyers@city-ftpierce.com)**

DATE: March 31, 2015

TO: Robert Bradshaw, City Manager

RE: ✓ Commendation Letter for Building and Code Enforcement Dept. – The Daniel M. Center for Behavioral Change

---

The vast majority of correspondence, whether written or verbal, that the Building Department receives is of a negative nature. Because of the types of issues that the Building Department personnel deal with, people are usually complaining, so it is quite refreshing to receive letters and e-mails like the one attached.

Please provide the department with the recognition it deserves by having notification of this letter of commendation read at the next available Commission Meeting.

This memo and the attached letter of commendation will be placed in the department's file.

Thank You,

  
Marc Meyers, CBO, CFM  
Building Official

Attachment

cc: Building Department Information Board



*The Daniel M. Center for Behavioral Change*  
827 Sunrise Blvd  
Ft Pierce, Fl 34950  
(Ph)772-466-0051 (Fx)772-466-6616  
Positive Expectations Academy  
Camp Holiday

March 25, 2015

Dear Mr. Meyers,

On February 3, 2015, our school Positive Expectations Academy was hit by a car. The car demolished the exterior wall of the school office. This was extremely traumatic for our students and staff. Thanks to the swift response from the Building & Code Enforcement Department chaos was turned into order.

Please share our photo and sincere thanks to those that helped.

On behalf of Linda Melton, Daniel M. Foundation, Chairman of the Board of Directors

*Sharon Morris*  
Sharon Morris, Principal



*The Daniel M. Foundation*

RECEIVED  
MAR 31 2015  
Building Department

**City Commission Regular Meeting**

**Agenda Item # 7. b.**

**Meeting Date:** 04/20/2015

**Re:** Commendation letter

**Submitted For:** Marc Meyers, Building Official, Building

---

**SUBJECT:**

Email received from Mears Construction commending the Building Department, in particular, Kim West, for Kim's professional manner and great attitude.

---

**Attachments**

Mears Construction

---

**Form Review**

**Inbox**

City Manager

Form Started By: Tami Ryan

Final Approval Date: 04/14/2015

**Reviewed By**

Robert Bradshaw

**Date**

04/14/2015 09:59 AM

Started On: 04/06/2015 03:07 PM

***From the Desk of***

**Marc Meyers, CBO, CFM  
Building Official  
City of Fort Pierce  
100 North U.S. 1  
Post Office Box 1480  
Fort Pierce, Florida 34954  
T: 772-467-3187  
F: 772-468-0457  
[MMeyers@city-ftpierce.com](mailto:MMeyers@city-ftpierce.com)**



DATE: April 6, 2015

TO: Robert Bradshaw, City Manager

RE: Commendation Letter for Building Department and Kim West, Permit Specialist,  
from Mears Construction

---

The vast majority of correspondence, whether written or verbal, that the Building Department receives is of a negative nature. Because of the types of issues that the Building Department personnel deal with, people are usually complaining, so it is quite refreshing to receive letters and e-mails like the one attached.

Please provide the Building Department staff and Kim West, Permit Specialist, with the recognition they deserve by having this commendation read at the next available Commission Meeting.

Thank You,

Marc Meyers, CBO, CFM  
Building Official

Attachment

cc: Human Resources  
Building Department Information Board

**City Commission Regular Meeting**

**Agenda Item # 9. a.**

**Meeting Date:** 04/20/2015

**Re:** Lot Clearing Lien - 3061 S 10th St

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

---

**SUBJECT:**

Waive interest, penalties and administrative fees in the amount of \$324.40 for lot clearing lien against 3061 S 10th St, Ft. Pierce, FL owned by Elizabeth Brown, 5202 Palmetto Dr., Ft. Pierce, FL, contingent upon payment of \$139.93 within 60 days.

**SUMMARY:**

**BACKGROUND:** Ms. Brown purchased the property from a foreclosing bank, however, the lot clearing occurred with the owner prior to the bank. The lien remained active and new owners are requesting the reduction. Lot Clearing liens only attach to the property and do not "spread" by attaching to a name.

**REQUEST:** Elizabeth Brown, 5202 Palmetto Dr., Ft. Pierce, FL is requesting to waive administrative fees, interest, and penalties in the amount of \$324.40 leaving a balance due of \$139.93.

**RECOMMENDATION:**

Staff recommends waiving interest, penalties, and administrative fees of \$324.40 leaving a balance due of \$139.93 payable in 60 days.

Recommendation is based on:

1. The lot was cleared before she became the owner in 2002.
2. Since purchasing the lot, the property has been maintained.

**ALTERNATIVES:**

1. Deny request.
2. Determine alternative amount.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Executive Secretary.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager.  
Kathy D'Arton, Accounts Receivable.

---

**Fiscal Impact**

**Budgeted Y/N:** 2015

**Fiscal Year:**

**Account:**

**Amount:** 139.93

**OTHER INFORMATION:**

\$139.93 to the general fund.

---

**Attachments**

[Request for Reduction](#)

[Breakdown](#)

[Tax Card](#)

---

**Form Review**

**Inbox**

City Manager

Form Started By: Collen Greer

Final Approval Date: 04/14/2015

**Reviewed By**

Robert Bradshaw

**Date**

04/14/2015 09:53 AM

Started On: 03/26/2015 04:24 PM

- Compose
- Inbox (16)
- Drafts (4)
- Sent
- Spam (244)
- Trash (46)
- > Folders
- > Recent



# CITY OF FORT PIERCE

## DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

### REQUEST FOR A WAIVER LOT CLEARING / DEMOLITION LIENS

Property address:	3061 South 10 <sup>th</sup> Street		
Owner(s) of record:	FRANK & ELIZABETH BROWN		
Mailing address:	5202 PALMETTO DR. FT. PIERCE 34982		
Property tax ID #:	2421-444-0030-000/4		
Original purchase date:	1-23-02	Original purchase price:	25,500 <sup>00</sup>
Other Information:	<input type="checkbox"/> Inherited Property	<input type="checkbox"/> Purchased at Tax Sale	<input type="checkbox"/> Adjoining Property
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial
Name of person requesting waiver	ELIZABETH BROWN	Relationship to owner(s):	
Telephone #: 772 466-9512		Mobile phone #: 772 332-1377	
E-mail: bettybrn@bellsouth.net		Preferred contact method:	
What are owner(s) intentions for property:			
Are there current code violations?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Explain: (please attached notice)	
Is a lien filed against the property?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	If yes, what is the lien amount?	
Is property listed for sale?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, what is listing price?	
Is property under contract for sale?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, what is the sale price?	

City incurred charges (lot clearing, demolition, etc)	\$ 139.93
Administrative fees	\$ 100.00
Interest	\$ 187.08
Penalties	\$ 37.32
<b>TOTAL AMOUNT DUE TO CITY</b>	<b>\$ 464.33</b>
<b>DOLLAR AMOUNT REQUESTING TO BE WAIVED</b>	<b>-\$ 324.40</b>
<b>DOLLAR AMOUNT I AGREE TO PAY</b>	<b>\$ 139.93</b>

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

Elizabeth Brown  
(Signature of Owner or Representative)

ELIZABETH BROWN  
(Printed Name)

- Compose
- Inbox (16)**
- Drafts (4)
- Sent
- Spam (244)
- Trash (46)
- > Folders
- > Recent



**CITY OF FORT PIERCE**  
 DIVISIONS OF CODE ENFORCEMENT  
 & ANIMAL CONTROL  
 MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

SS  
R LIST.

Full Title:  
st...

**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 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 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 (772-467-3149) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Officer) 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. 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 the Code Enforcement Board or Special Magistrate prior to being heard before the City Commission.

Property Address: 3061 South 10<sup>th</sup> St.

Property Owner: FRANK & ELIZABETH BROWN

Mailing Address: 5202 PALMETTO DR. FT. PIERCE 34982

Telephone #: 772-466-9512 Cell Phone #: 772-332-1377

E-Mail Address: bettybrn@bellsouth.net

Is the property in compliance? yes If no, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Compose
- Inbox (16)
- Drafts (4)
- Sent
- Spam (244)
- Trash (46)
- > Folders
- > Recent



# CITY OF FORT PIERCE

## DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

I, ELIZABETH BROWN, do hereby submit this Petition in reduction in the total amount of the penalty imposed and in support offer the following statement:

*The lot was cleared before we became the owners of the property. Since then we have made it an abode home with a picket fence. Property has been kept cut & trimmed since purchasing.*

Date: 3-25-15

Signed: Elizabeth Brown

Print Name: ELIZABETH BROWN

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Elizabeth Brown who acknowledged before me that the information contained herein is true and correct. H personally known to me and has produced FL DL B650-233-38-941-0 as identification.

SWORN TO AND SUBSCRIBED before me this 25th day of March 2015



**COLLEEN GREER**  
 MY COMMISSION # EE 216024  
 EXPIRES: November 13, 2016  
 Bonded Thru Budget Notary Services

Colleen Greer  
 Notary Public, State of Florida

# MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Robert J. Bradshaw, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

**SUBJECT: LOT CLEARING LIEN REDUCTION**  
Address: 3061 S 10<sup>th</sup> Street, Fort Pierce, FL  
Owner: Brown, Elizabeth.

DATE: April 20, 2015

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The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Lot Clearing Lien	\$139.93	\$224.40	\$100.00
TOTAL	\$139.93	\$224.40	\$100.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)	\$324.40
CANNOT BE WAIVED (ALL LOT CLEARING COSTS)	<u>\$139.93</u>
	\$464.33



**City Commission Regular Meeting**

**Agenda Item # 9. b.**

**Meeting Date:** 04/20/2015

**Re:** 3111 Boston Avenue Lien Reduction Request

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

---

**SUBJECT:**

Reduce code enforcement fines in the amount of \$32,290.00 against 3111 Boston Avenue owned by Danilo Ortega (TR) and Lurine Foster (TR), 3549 SW Riviera Street, Port St. Lucie, FL 34953 to \$1000.00 payable in 60 days.

**SUMMARY:**

**BACKGROUND:** Mr. Ortega and Ms. Foster, who are making the reduction request, were the owners at the time of the violation and the lien. Due to financial difficulties they did not make the necessary repairs until recently. They are now requesting leniency regarding the lien. This is the only time that Mr. Ortega and Ms. Foster have come before the Commission for any consideration.

**REQUEST:** Attorney Margaret Benton, representative for Mr. Ortega and Ms. Foster, submitted the request listing the fines due as \$30,000.00 +/- and to waive \$29,000.00 leaving an agreement to pay \$1,000.00.

**RECOMMENDATION:**

The Special Magistrate heard Mr. Ortega's request and recommends that the City Commission reduce the lien to \$1,000.00 to cover the administrative expenses of the city, payable in 60 days. His recommendation is based on:

1. Mr. Ortega is financially unable to pay the mortgage (approximately \$55,000) over the last couple of years and the property is worth approximately \$30,000.
2. Due to the economic downturn and the location he has been unable to rent or sell the property.
3. He has lost other properties that he owned due to foreclosure.
4. He has brought the property into compliance, which is the ultimate goal, and will continue to maintain the property.

**ALTERNATIVES:**

1. Deny the request.
2. Make alternative recommendations.

**RESPONSIBLE STAFF:**

Colleen Greer, Executive Secretary.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager.

---

## Fiscal Impact

**Budgeted Y/N:** 2015

**Fiscal Year:**

**Account:**

**Amount:** 1000.00

**OTHER INFORMATION:**

\$1000.00 to the general fund.

---

## Attachments

Request for Reduction

Tax Card

breakdown

minutes

---

## Form Review

**Inbox**

City Manager

Form Started By: Collen Greer

Final Approval Date: 04/14/2015

**Reviewed By**

Robert Bradshaw

**Date**

04/14/2015 09:54 AM

Started On: 04/02/2015 11:08 AM



# 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:	2/26/2015		
Property address:	3111 Boston Avenue, Fort Pierce, FL 34950		
Owner(s) of record:	Danilo Ortega (Tr) & Lurine Foster (Tr)		
Mailing address:	3549 SW Riviera Street, Port St Lucie, FL 34953		
Property tax ID #:	2408-805-0008-0005		
Original purchase date:	2/14/2007	\$75,000.00	\$75,000.00
Other Information:	<input type="checkbox"/> Inherited Property	<input type="checkbox"/> Purchased at Tax Sale	<input type="checkbox"/> Adjoining Property Owner
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Danilo Ortega	Relationship to owner(s):	Owner
Telephone #:	Home Telephone #	Mobile phone #:	772-801-3789
E-mail:	Danortega1955@gmail.com	Preferred contact method:	email
What are owner(s) intentions for property:	Try to bring mortgage current		
Amount of Fine:	\$30,000.00 +/-	Date Fine Initiated:	10/20/2014
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice) If yes, click to type explanation
Is a lien filed against the property?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is the lien amount? \$30,000.00 +/-
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price? Enter listing price
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price? Enter sales price

AMOUNT OF FINE / LIEN

\$ 30,000.00 +/-

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ 29,000.00

DOLLAR AMOUNT I AGREE TO PAY

\$ 1,000.00

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)

Danilo Ortega  
(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: 3111 Boston Avenue, Fort Pierce, FL 34950

Property Owner: Danilo Ortega (Tr) and Lurine Foster (Tr)

Mailing Address: 3549 SW Riviera Street, Port St Lucie, FL 34953

Telephone #: \_\_\_\_\_ Cell Phone #: 772-801-3789

E-Mail Address: Danortega1955@gmail.com

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, Danilo Ortega, 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:

My wife and I suffered a financial hardship with this property because of the downturn of the economy. There is a mortgage on it and we have been unable to pay the mortgage in the past three years. This is because we have been unable to rent it or sell it. I could not rent it because the house is located in a migrant area, and when the economy went down, the migrants left and did not return. Many properties in this same area appear to be abandoned due to this same problem. Therefore, we were unable to repair the fence with no income coming in. I owe approximately \$55,000.00 on the mortgage. However the present value of the property is approximately \$30,000.00. My financial situation is that I lost other rental properties due to foreclosure. If I have to pay a portion of the fine, I will need more than 60 days

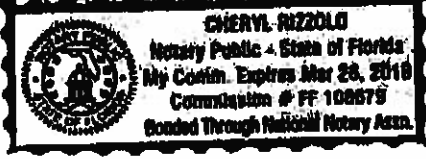
Date: 2-26-15

Signed: [Signature]  
Print Name: Daniilo Ortega

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority DANILO ORTEGA  
who acknowledged before me that the information contained herein is true and correct. He / She is not personally known to me and has produced Fla Dr. Lic 0632160551880  
as identification.

SWORN TO AND SUBSCRIBED before me this 26<sup>th</sup> day of February, 2015.



[Signature]  
Notary Public, State of Florida

### Property Identification

**Site Address:** 3111 BOSTON AVE  
**Map ID:** 24/08S

**Parcel ID:** 2408-805-0008-000-5  
**Zoning:**

**Account #:** 20870  
**Use Type:** 0100

**Sec/Town/Range:** 08/35S/40E  
**Jurisdiction:** Fort Pierce

### Ownership

Danilo Ortega (TR)  
Lurine Foster (TR)  
3549 SW Rivera St  
Port St Lucie, FL 34953-3718

### Legal Description

WYLDWOOD PARK S/D BLK 1 LOT 8 (OR 2594-2878: 2766-1731)

### Current Values

**Just/Market:** \$16,200      **Assessed:** \$16,200  
**Exemptions:** \$0      **Taxable:** \$16,200

### Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2014	\$16,200	\$16,200	\$0	\$16,200
2013	\$16,100	\$16,100	\$0	\$16,100
2012	\$16,700	\$16,700	\$0	\$16,700

### Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
02-14-2007	2766 / 1731	01	WD	Ortega,Danilo	\$100
06-20-2006	2594 / 2878	00	WD	Villalta,Maria A	\$70,000
03-02-2005	2177 / 0924	01	QC	Garcia,Maria C	\$100

### Primary Building Information

Finished Area of this building: 896 SF  
Gross Area of this building: 896 SF

#### Exterior Data

**View:**  
**Year Built:** 1926  
**Primary Wall:** Wood no Sh  
**Roof Cover:** Fibrglss Shg  
**Frame:**  
**Story Height:** 1 Story

**Roof Structure:** Gable  
**Grade:** D+  
**No. Units:** 1

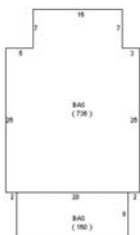
**Building Type:** HD+  
**Effective Year:** 1965  
**Secondary Wall:**

**Bedrooms:** 0  
**Full Baths:** 1  
**Half Baths:** 0  
**A/C %:** 0%  
**Heated %:** 0%  
**Sprinkled %:** 0%

#### Interior Data

**Electric:** AVERAGE  
**Heat Type:**  
**Heat Fuel:**

**Primary Int Wall:**  
**Avg Hgt/Floor:** 0  
**Primary Floors:** Carpet



### Total Areas

<b>Finished/Under Air (SF):</b>	896
<b>Gross Area (SF):</b>	896
<b>Land Size (acres):</b>	0.17
<b>Land Size (SF):</b>	7,224
<b>Total Building Count:</b>	1

### Special Features and Yard Items

Type	Qty	Units	Year Blt
CHAINLINK 4'	1	180	2004

*This information is believed to be correct at this time but it is subject to change and is not warranted.*

© Copyright 2014 Saint Lucie County Property Appraiser.

# MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Robert J. Bradshaw, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

**SUBJECT: CODE ENFORCEMENT LIEN REDUCTION**  
3111 Boston Avenue, Fort Pierce, FL

DATE: April 20, 2015

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The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 14-0768	\$32,250.00	\$0.00	\$40.00
<b>TOTAL</b>	\$32,250.00	\$0.00	\$40.00

CAN BE WAIVED (ALL COSTS)

\$32,290.00

Peggy Arraiz read the facts of the case and went over the 7 criteria of Rule 17 of the Rules of Procedure. Ms. Arraiz stated that Mr. Dass has also been in front of the Code Board for another case; as well as, going before the City Commission for a demolition reduction. Mr. Dass has offered \$500.00 to settle this lien, however, Staff is asking for \$1000.00 to cover the administrative costs. Royston Dass was sworn in for testimony. He stated that he bought the property knowing there was liens and that the violations did exist. Once he made the repairs and brought the property into compliance, he sought a reduction on the liens. Special Magistrate considered his testimony but felt the city wasn't out of line by asking for the administrative costs to be covered.

Motion was made by Frank M. Blandino after reviewing the 7 criteria required by Rule 17 to recommend to the City Commission to reduce the lien to \$1000.00 payable in 60 days. If not paid within that time the lien would revert back to the original amount.

2.

14-0768	3111 Boston Avenue	Ortega, Danilo (TR) Foster, Lurine (TR)	Peggy Arraiz
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Case Initiated:	April 10, 2014	Type of Presentation:	Lien Reduction Request
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OWNER: Danilo Ortega (TR) Lurine Foster (TR) 3549 SW Rivera Street Port St. Lucie, FL 34953	
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**Section(s): 5-369 Vacant Buildings**  
**Section(s): 5-368 (1) Property Maintenance**  
**Section(s): 5-368 (6) Fence Maintenance**  
**Section(s): 22-67 (B) (5) Fence Maintenance-Permit Required**

Peggy Arraiz read the facts of the case and went over the 7 criteria of Rule 17 of the Rules of Procedure. Ms. Arraiz stated that Mr. Ortega has offered \$1000.00 to settle the lien and Staff is in agreement to accept that. Mr. Ortega had been sworn in for the previous case and stated that he wanted to continue making improvements on the property.

Motion was made by Frank M. Blandino after reviewing the 7 criteria required by Rule 17 to recommend to the City Commission to reduce the lien to \$1000.00 payable in 60 days. If not paid within that 60 days the lien would revert back to its original amount.

**7. REQUEST FOR EXTENSION OF TIME**

1.

14-1543	1709 N 16th Street	Sturup, Alfredia	Peggy Arraiz
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Case Initiated:	July 21, 2014	Type of Presentation:	Extension of Time
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OWNER: Alfredia Sturup P. O. Box 884 Loxahatchee, FL 33470	OCCUPIED BY:
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**City Commission Regular Meeting**

**Agenda Item # 9. c.**

**Meeting Date:** 04/20/2015

**Re:** Lien Reduction Request - 508 N 14th Street

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

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**SUBJECT:**

Reduce code enforcement fines in the amount of \$262,915.00 against 508 N. 14th Street; previously owned by Alcinne Calixt (TR) C/O Reynard Millien, 508 N 14th St., Ft Pierce, FL and currently owned by Royston Dass, 1528 SW Abington Avenue, Port St. Lucie, FL 34953 to \$1,000.00 payable in 60 days.

**SUMMARY:**

**BACKGROUND:** Lien was placed against Alcinne Calixt (TR) in 2009 for failure to repair the roof. The property was sold in a tax sale in 2013 and title has changed hands three times since. The current owner, Mr. Dass, obtained all necessary permits and repaired the roof. He also plans other substantial repairs at the property. There is no record of any other property owned in St. Lucie County by Alcinne Calixt.

**REQUEST:** The new property owner, Royston Dass, requests the fines in the amount of \$262,915.00 be reduced by \$262,415.00 leaving a balance due of \$500.00.

**RECOMMENDATION:**

The Special Magistrate heard Mr. Dass' request and recommends that the City Commission reduce the lien to \$1,000.00 to cover the administrative expenses of the city, payable in 60 days.

Recommendation is based on:

1. The new owner is who corrected the violations and brought the property into compliance.
2. The new owner has plans to revitalize the property by bringing it back to its historic form.
3. The new owner has plans to make this a family home.
4. The new owner states he will keep the property up to city code and it will serve as an example to other homeowners.

**ALTERNATIVES:**

1. Deny the request.
2. Make alternative recommendations.

**RESPONSIBLE STAFF:**

Colleen Greer, Executive Secretary.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager.

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**Fiscal Impact**

**Budgeted Y/N:** 2015

**Fiscal Year:**

**Account:**

**Amount:** 1000.00

**OTHER INFORMATION:**

\$1000.00 to the general fund.

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**Attachments**

Request for Reduction

Tax Card

Breakdown

minutes

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**Form Review**

**Inbox**

City Manager

Form Started By: Collen Greer

Final Approval Date: 04/14/2015

**Reviewed By**

Robert Bradshaw

**Date**

04/14/2015 09:56 AM

Started On: 04/02/2015 01:00 PM



# CITY OF FORT PIERCE

Case 08-2600  
**RECEIVED**

## DIVISIONS OF CODE ENFORCEMENT **FEB 26 2015** & ANIMAL CONTROL

CODE ENFORCEMENT  
CITY OF FT. PIERCE

*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: 508n 14<sup>th</sup> Street Fort Pierce FL 34950

Property Owner: Royston Dass

Mailing Address: 1528 SW Abingdon Ave Port Saint Lucie 34953

Telephone #: 772 237 9220 Cell Phone #: 772 237 9220

E-Mail Address: XJDINC@HOTMAIL.COM

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*

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I, Royston Dass, 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:

I Royston Dass submit this Petition in Request for a reduction or wavier in the penalties charged and in support offer the following statement. This Property was left in despair due to the lack of commitment by the previous homeowner, Who made no attempt to bring the property into compliances and neglect payments of fines or liens associated with the city code violation. Hence: abandoning the building. The city was left with an abandoned building that was not only an atrocity but also an attraction for persons involved in illegal activities. The property was left with a very likely outcome of demolition, due to its horrific state there is no one willing to alleviate the cost or purchase the building.

Now that I have ownership of this property my main initiative is to bring it back to its



# CITY OF FORT PIERCE

## DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

*Margaret M. Arraiz, Code Compliance Manager*

historic form. I plan to revitalize the property into full compliances with all city codes and regulations. Also to make this house a home for a loving family that will bring forth a positive up bringing to the neighborhood. This request is for a reduction or waiver to the current fines and liens that this property has accrued due to no fault of mine. The damages of this property are no fault of mines and I will devote myself to keep up with the city code. This will serve as an example to other homeowners. That wishes to buy dilapidated properties with the intention of fixing them up but is deferred to do so due to fines and liens that is no fault of their own. This reduction or waiver shows that Fort Pierce is ready and willing to keep improving an already great city.

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# CITY OF FORT PIERCE

## DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

Margaret M. Arraiz, Code Compliance Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 02-25-15

Signed: *Rayston Dass*

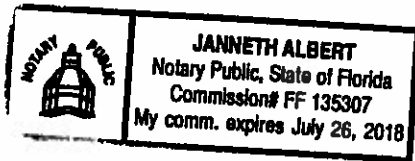
Print Name: Rayston DASS.

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Rayston D. Dass  
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 DL D200724770500  
as identification.

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of February, 2015

*Janneth Albert*  
Notary Public, State of Florida





# 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:	02-25-15		
Property address:	508n 14 <sup>th</sup> Street Fort Pierce FL, 34950		
Owner(s) of record:	Royston Dass		
Mailing address:	1528 SW Abingdon Ave Port Saint Lucie FL, 34953		
Property tax ID #:	2400-502-0027-000/7		
Original purchase date:	01/15/2015	Original purchase price:	11,000
Other Information:	<input type="checkbox"/> Inherited Property	<input type="checkbox"/> Purchased at Tax Sale	<input checked="" type="checkbox"/> Adjoining Property Owner
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Royston Dass	Relationship to owner(s):	owner
Telephone #:	772 237 9220	Mobile phone #:	
E-mail:	Xjdinc@hotmail.com	Preferred contact method:	
What are owner(s) intentions for property:	To revitalize		
Amount of Fine:	\$262,915	Date Fine Initiated:	2009
Are there current code violations?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Explain: (please attached notice)	
Is a lien filed against the property?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	If yes, what is the lien amount?	\$262,915
Is property listed for sale?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, what is listing price?	
Is property under contract for sale?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, what is the sale price?	

AMOUNT OF FINE / LIEN	\$ 262,915
DOLLAR AMOUNT REQUESTING TO BE WAIVED	\$ 262,415
DOLLAR AMOUNT I AGREE TO PAY	\$ 500.00



# CITY OF FORT PIERCE

## DIVISIONS OF CODE ENFORCEMENT & ANIMAL CONTROL

*Margaret M. Arraiz, Code Compliance Manager*

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)

  
(Printed Name)

### Property Identification

**Site Address:** 508 N 14th ST  
**Map ID:** 24/09N

**Parcel ID:** 2409-502-0027-000-7  
**Zoning:**

**Account #:** 21304  
**Use Type:** 0100

**Sec/Town/Range:** 09/35S/40E  
**Jurisdiction:** Fort Pierce

### Ownership

XJD LLC  
 292 Terrace RD  
 Tarpon Springs, FL 34689-1906

### Legal Description

CLYDE KILLER`S A/D BLK 1 LOT 25 (OR 3711-574)

### Current Values

**Just/Market:** \$35,700    **Assessed:** \$35,700  
**Exemptions:** \$0        **Taxable:** \$35,700

### Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2014	\$35,700	\$35,700	\$0	\$35,700
2013	\$35,400	\$35,400	\$0	\$35,400
2012	\$36,100	\$36,100	\$0	\$36,100

### Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
01-13-2015	3711 / 0574	0001	SP	Barrington Capital Investments LLC	\$11,000
01-12-2015	3711 / 570		DE	Barrington Capital Investments (TR)	\$0
07-15-2014	3656 / 0303	0111	TR	Redstone Capital LLC (TR),	\$100

### Primary Building Information

Finished Area of this building: 1,056 SF  
 Gross Area of this building: 1,056 SF

**View:**  
**Year Built:** 1949  
**Primary Wall:** CB Stucco

**Roof Cover:** Fibrglss Shg  
**Frame:**  
**Story Height:** 1 Story

#### Exterior Data

**Roof Structure:** Hip  
**Grade:** D-  
**No. Units:** 1

**Building Type:** HD-  
**Effective Year:** 1949  
**Secondary Wall:**

**Bedrooms:** 0  
**Full Baths:** 1  
**Half Baths:** 0

**A/C %:** 0%  
**Heated %:** 0%  
**Sprinkled %:** 0%

#### Interior Data

**Electric:** AVERAGE  
**Heat Type:**  
**Heat Fuel:**

**Primary Int Wall:**  
**Avg Hgt/Floor:** 0  
**Primary Floors:** A TL/CON



### Total Areas

<b>Finished/Under Air (SF):</b>	1,952
<b>Gross Area (SF):</b>	2,124
<b>Land Size (acres):</b>	0.18
<b>Land Size (SF):</b>	7,750
<b>Total Building Count:</b>	2

### Special Features and Yard Items

Type	Qty	Units	Year Blt
CHAINLINK 4'	1	280	1995
SITE DEV S-F	1	1	2001

*This information is believed to be correct at this time but it is subject to change and is not warranted.*

© Copyright 2014 Saint Lucie County Property Appraiser.

# MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Robert J. Bradshaw, City Manager

FROM: Colleen Greer, Executive Assistant to Code Enforcement

**SUBJECT: CODE ENFORCEMENT LIEN REDUCTION**  
508 N. 14<sup>th</sup> Street, Ft. Pierce, FL

DATE: April 20, 2015

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The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 08-2600	\$262,875.00	\$ .00	\$40.00
<b>TOTAL</b>	\$262,875.00	\$ .00	\$40.00

CAN BE WAIVED (ALL COSTS)

\$262,915.00

D.

15-0397	1104 Boston Ave	Ortega (TR), Danilo Foster (TR), Lurine	Andy Avery
---------	-----------------	--	------------

Case Initiated:	March 3, 2015	Type of Presentation:	Repeat
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<b>OWNER:</b> Danilo Ortega (TR) Lurine Foster (TR) 3548 SW Rivera Street Port St. Lucie, FL 34953	<b>OCCUPIED BY:</b> Nelda Merissaint 1104 Boston Avenue Fort Pierce, FL 34950
--	--

**Section(s): 5-368 (1) (3) (4) Property Maintenance**  
**Section(s): 16-25 (C) Responsibility for Containers**  
**Section(s): 16-46, 16-47, 16-48 (1) (5) Outside Storage**  
**Section(s): 16-46, 16-47, 16-48 (11) Outside Storage-Indoor Furniture**  
**Section(s): 22-187 (13) (b) Landscape Maintenance**  
**Section(s): 16-46, 16-47, 16-48 (4) Parking on Other Than Pavement**  
**Section(s): 16-46, 16-47, 16-48 (7) Nuisance as a Condition**

Officer Andy Avery read the facts of the case and presented photos which were marked as exhibit 1. Danilo Ortega was sworn in for testimony. Mr. Ortega stated that he wants to do everything right and make additional home improvements, however, he needs more time. Staff was in agreement to allow him 90 days to comply the violations.

Motion was made by Frank M. Blandino that a violation does exist and that Danilo Ortega & Lurine Foster have committed or is responsible for the violations. He ordered that the violator has 90 days in which to comply with the city code of ordinances. In the event the violations are not cured or complied within the time period, a fine of \$100.00 per day will be assessed for each day the violation continues past the date set for compliance. The violator has 30 days in which to appeal his decision in the Circuit Court of St. Lucie County.

5. **PUBLIC HEARINGS - MASSEY HEARINGS (FINE REDUCTIONS)**

6. **PUBLIC HEARINGS - LIEN REDUCTION REQUESTS**

1.

08-2600	508 N 14th Street	Calixt, Alcinne (TR)	Peggy Arraiz
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Case Initiated:	July 25, 2008	Type of Presentation:	Lien Reduction Request
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<b>PREVIOUS OWNER:</b> Alcinne Calixt (TR) C/O Reynard Millien 508 N 14th Street Ft. Pierce, FL 34950	<b>CURRENT OWNER:</b> XJD LLC C/O Royston Dass 1528 SW Abingdon Avenue Port St. Lucie, FL 34953
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**Section(s): 5-1.105.1 Permit Required**

Peggy Arraiz read the facts of the case and went over the 7 criteria of Rule 17 of the Rules of Procedure. Ms. Arraiz stated that Mr. Dass has also been in front of the Code Board for another case; as well as, going before the City Commission for a demolition reduction. Mr. Dass has offered \$500.00 to settle this lien, however, Staff is asking for \$1000.00 to cover the administrative costs. Royston Dass was sworn in for testimony. He stated that he bought the property knowing there was liens and that the violations did exist. Once he made the repairs and brought the property into compliance, he sought a reduction on the liens. Special Magistrate considered his testimony but felt the city wasn't out of line by asking for the administrative costs to be covered.

Motion was made by Frank M. Blandino after reviewing the 7 criteria required by Rule 17 to recommend to the City Commission to reduce the lien to \$1000.00 payable in 60 days. If not paid within that time the lien would revert back to the original amount.

2.

14-0768	3111 Boston Avenue	Ortega, Danilo (TR) Foster, Lurine (TR)	Peggy Arraiz
Case Initiated:	April 10, 2014	Type of Presentation:	Lien Reduction Request
OWNER: Danilo Ortega (TR) Lurine Foster (TR) 3549 SW Rivera Street Port St. Lucie, FL 34953			

**Section(s): 5-369 Vacant Buildings**  
**Section(s): 5-368 (1) Property Maintenance**  
**Section(s): 5-368 (6) Fence Maintenance**  
**Section(s): 22-67 (B) (5) Fence Maintenance-Permit Required**

Peggy Arraiz read the facts of the case and went over the 7 criteria of Rule 17 of the Rules of Procedure. Ms. Arraiz stated that Mr. Ortega has offered \$1000.00 to settle the lien and Staff is in agreement to accept that. Mr. Ortega had been sworn in for the previous case and stated that he wanted to continue making improvements on the property.

Motion was made by Frank M. Blandino after reviewing the 7 criteria required by Rule 17 to recommend to the City Commission to reduce the lien to \$1000.00 payable in 60 days. If not paid within that 60 days the lien would revert back to its original amount.

**7. REQUEST FOR EXTENSION OF TIME**

1.

14-1543	1709 N 16th Street	Sturup, Alfredia	Peggy Arraiz
Case Initiated:	July 21, 2014	Type of Presentation:	Extension of Time
OWNER: Alfredia Sturup P. O. Box 884 Loxahatchee, FL 33470		OCCUPIED BY:	

**City Commission Regular Meeting**

**Agenda Item # 9. d.**

**Meeting Date:** 04/20/2015

**Re:** Recommendation of Award for Bid No. 2015-021, State Housing Initiative Partnership (SHIP), Housing Rehabilitation

**Submitted For:** Linda Whalen, Program Analyst, Urban Redevelopment

---

**SUBJECT:**

Approve Blackstreet Enterprises, LLC in response to RFP No. 2015-021 for an amount not to exceed \$20,444.00 for rehabilitation of 2008 Avenue P funded by the State Housing Initiative Partnership (SHIP).

**SUMMARY:**

In conformation with the SHIP Local Housing Assistance Plan (LHAP), the City of Fort Pierce may provide Owner - Occupied Housing Repair / Rehabilitation funding through the SHIP program for the upgrading of substandard owner - occupied housing units and to address code violations. The City shall award SHIP owner - occupied repair / rehabilitation assistance to income eligible households on a first come first serve basis.

**RECOMMENDATION:**

Approve Blackstreet Enterprises, LLC in response to RFP No. 2015-021.

**ALTERNATIVES:**

Select alternative bidder.

**RESPONSIBLE STAFF:**

Linda Whalen, Project Administrator  
Nick Mimms, Deputy City Manager

**COORDINATED WITH:**

Building Department  
Purchasing Department

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2015  
**Account:** 105-9502-554-83-10  
**Amount:** \$20,444.00

**FISCAL IMPACT:**

None. All projects will be fully funded by SHIP.

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**Attachments**

## Bid Tabulation

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### Form Review

**Inbox**

Purchasing

Finance Department

City Manager

Form Started By: Linda Whalen

Final Approval Date: 04/14/2015

**Reviewed By**

Tony Barnes

Gloria Johnson

Robert Bradshaw

**Date**

04/13/2015 03:50 PM

04/13/2015 05:09 PM

04/14/2015 12:25 PM

Started On: 04/06/2015 11:07 AM



MEMORANDUM  
from the  
PROCUREMENT DEPARTMENT

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TO: Nick Mimms, Deputy City Manager

THROUGH: Tony Barnes, Director of Administrative Services  
Gelencia Carter, Purchasing Manager

FROM: Georgia Montgomery, Purchasing Specialist

SUBJECT: Bid No. 2015-021 ~ Housing Rehabilitation Project for  
2008 Avenue P

DATE: March 30, 2015

---

*TJB*  
*GC*  
*Georgia Montgomery*

Attached are the tabulation sheet and a copy of each bid submittal for the above referenced bid. The file is available for review in the Procurement Department.

The invitation was sent to 539 vendors. Nineteen (19) vendors requested specifications with (4) responding (21.05%) plus 0 "No Bid" (21.05 % total response).

Please respond to the Procurement Department for recommendation of award.

Expiration date is May 25, 2015. Commission approval must be completed by this date.

/gm

Attachment

cc: Linda Whalen, Grant Writer

**CITY OF FORT PIERCE  
TABULATION OF BIDS**

**"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."**

<b>BID ON:</b>	<b>Housing Rehabilitation Project for 2008 Avenue P</b>
<b>BID NUMBER:</b>	<b>2015-021</b>
<b>DATE:</b>	<b>03/26//15 @ 3:00 PM</b>
<b>RECOMMENDED AWARD:</b>	<b>Pending</b>

<b>RESPONSE</b>
4 of 19 = 21.05 %
0 "No Bids"
Total = 21.05 %

<b>Vendor</b>	<b>Bid Amount</b>
My Licensed Roofer LLC d/b/a McAlhany Construction Vero Beach, FL	\$12,207.00
Blackstreet Enterprises, LLC Port St Lucie, FL	\$20,444.00
De La Hoz Builders, Inc. Sebastian, FL	\$22,873.00
Gentile Corporation West Palm Beach, FL	\$27,690.00

**PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.**

**City Commission Regular Meeting**

**Agenda Item # 9. e.**

**Meeting Date:** 04/20/2015

**Re:** Recommendation of Award for Bid No. 2015-022 State Housing Initiative Partnership (SHIP), Housing Rehabilitation

**Submitted For:** Linda Whalen, Program Analyst, Urban Redevelopment

---

**SUBJECT:**

Approve De La Hoz Builders, Inc. in response to RFP No. 2015-022 for an amount not to exceed \$22,922.00 for rehabilitation of 2802 Avenue I funded by the State Housing Initiative Partnership (SHIP).

**SUMMARY:**

In conformance with the SHIP Local Housing Assistance Plan (LHAP), the City of Fort Pierce may provide Owner-Occupied Housing Repair / Rehabilitation funding through the SHIP program for the upgrading of substandard owner-occupied housing units and to address code violations. The City shall award SHIP owner-occupied repair / rehabilitation assistance to income eligible households on a first come first serve basis.

**RECOMMENDATION:**

Approve De La Hoz Builders, Inc. in response to RFP. No. 2015-022.

**ALTERNATIVES:**

Select alternative bidder.

**RESPONSIBLE STAFF:**

Linda Whalen, Project Administrator  
Nick Mimms, Deputy City Manager

**COORDINATED WITH:**

Building Department  
Purchasing Department

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2015  
**Account:** 105-9502-554-83-10  
**Amount:** 22,922.00

**FISCAL IMPACT:**

None. All projects will be fully funded by SHIP.

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**Attachments**

## Bid Tabulation

---

### Form Review

**Inbox**

Purchasing

Finance Department

City Manager

Form Started By: Linda Whalen

Final Approval Date: 04/14/2015

**Reviewed By**

Tony Barnes

Gloria Johnson

Robert Bradshaw

**Date**

04/13/2015 03:52 PM

04/13/2015 05:10 PM

04/14/2015 12:25 PM

Started On: 04/06/2015 11:28 AM



MEMORANDUM  
from the  
PROCUREMENT DEPARTMENT

---

TO: Nick Mimms, Deputy City Manager

THROUGH: Tony Barnes, Director of Administrative Services  
Gelencia Carter, Purchasing Manager

FROM: Georgia Montgomery, Purchasing Specialist

SUBJECT: Bid No. 2015-022 ~ Housing Rehabilitation Project for  
2802 Avenue I

DATE: March 30, 2015

---

Attached are the tabulation sheet and a copy of each bid submittal for the above referenced bid. The file is available for review in the Procurement Department.

The invitation was sent to 1340 vendors. Fifteen (15) vendors requested specifications with (4) responding (26.66%) plus 0 "No Bid" (26.66 % total response).

Please respond to the Procurement Department for recommendation of award.

Expiration date is May 25, 2015. Commission approval must be completed by this date.

/gm

Attachment

cc: Linda Whalen, Grant Writer

**CITY OF FORT PIERCE  
TABULATION OF BIDS**

**"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."**

<b>BID ON:</b>	<b>Housing Rehabilitation Project for 2802 Avenue I</b>
<b>BID NUMBER:</b>	<b>2015-022</b>
<b>DATE:</b>	<b>03/26//15 @ 3:00 PM</b>
<b>RECOMMENDED AWARD:</b>	<b>Pending</b>

<b>RESPONSE</b>
4 of 15 = 26.66 %
0 "No Bids"
Total = 26.66 %

<b>Vendor</b>	<b>Bid Amount</b>
My Licensed Roofer LLC d/b/a McAlhany Construction Vero Beach, FL	\$21,367.00
De La Hoz Builders, Inc. Sebastian, FL	\$22,922.00
Black Street Enterprises LLC. Port St Lucie, FL	\$24,989.00
Gentile Corporation West Palm Beach, FL	\$28,990.00

**PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.**

**City Commission Regular Meeting**

**Agenda Item # 9. f.**

**Meeting Date:** 04/20/2015

**Re:** Little Jim Bait & Tackle Lease Extension

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**SUBJECT:**

Approval of Lease Extension Agreement with Little Jim Bait and Tackle, Inc. for property located at 601 North Causeway Drive, Fort Pierce, Florida for a ten year period commencing on March 1, 2015 in the amount of \$2,000.00 per month adjusted annually by CPI.

**SUMMARY:**

The City of Fort Pierce entered into a five year lease agreement with Little Jim Bait and Tackle on March 1, 2010 which provided for a conditional option to renew for a ten (10) year term. The owners remained in full compliance with all terms and conditions of the lease and made all required improvements. The City received a request to exercise their renewal option.

**RECOMMENDATION:**

Staff recommends the approval of an extension of the lease agreement with Little Jim Bait and Tackle for a ten year term commencing on March 1, 2015.

**ALTERNATIVES:**

N/A

**RESPONSIBLE STAFF:**

Nick Mimms, Deputy City Manager

**COORDINATED WITH:**

Robert V. Schwerer, City Attorney

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**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

\$2,000.00 per month to the General Fund.

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**Attachments**

Little Jim Lease

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**Form Review**

Inbox

Reviewed By

Date

City Manager                      Robert Bradshaw  
Form Started By: Linda Cox  
Final Approval Date: 04/14/2015

04/14/2015 10:02 AM  
Started On: 04/07/2015 10:11 AM

MAR 24 2015

## CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

CITY OF FT. PIERCE  
CITY MANAGER'S OFFICE

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**M E M O R A N D U M**

**TO:** Nicholas Mimms, Deputy City Manager

**FROM:** Robert V. Schwerer, City Attorney

**SUBJECT:** Little Jim Bait and Tackle – Lease Extension

**DATE:** March 24, 2015

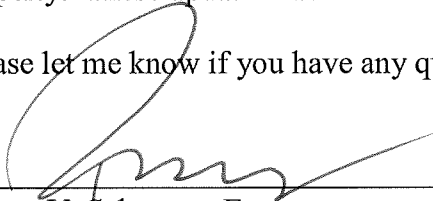
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Attached please find the Lease Extension for the Little Jim Bait and Tackle lease, approved as to form and correctness. You may have this scheduled as a consent agenda item on the next City Commission agenda.

Please note that the Lease provided for a conditional ten (10) year lease extension. In an effort to update all of the City's leases of its properties, our insurance consultant is recommending some minor changes to the insurance provisions of our leases of City property. These updates have been incorporated in the attached.

Please let me know if you have any questions.



---

Robert V. Schwerer, Esq.  
City Attorney

/mlp

Attachment

cc: Robert J. Bradshaw, City Manager (*via email*)  
Linda Cox, City Clerk (*via email*)

## LEASE EXTENSION

**THIS LEASE EXTENSION AGREEMENT**, is made and entered into this \_\_\_ day of March, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, ("**LANDLORD**"), and **LITTLE JIM BAIT AND TACKLE, INC.** a Florida corporation organized under the laws of Florida with its principal address at 601 North Causeway Drive, Fort Pierce, Florida, ("**TENANT**").

**WHEREAS**, the Landlord and Tenant entered into a five (5) year Lease Agreement for the parcel generally referred to as "Little Jim Fish Camp", Fort Pierce, Florida, attached hereto as Exhibit "A", commencing on March 1, 2010; and

**WHEREAS**, TENANT and LANDLORD have mutually agreed to a ten (10) year lease extension as provided under said Lease.

**NOW, THEREFORE**, in consideration of the covenants herein contained, and the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **LANDLORD** and **TENANT** do hereby agree as follows:

- 1) The Lease term shall be extended for an additional ten (10) year period, commencing on March 1, 2015.
- 2) Portions of Section 7 Insurance of the Lease are updated and modified as follows:

### Workers' Compensation/Employer's Liability 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 on Compensation Insurance, without restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those endorsements which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$500,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$500,000	Disease – Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

### Marina Operators Insurance

Such insurance shall include coverage for marina operators' legal liability, protection and indemnity, and commercial general liability. The commercial general liability coverage shall be no more restrictive than that provided by the

most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 11 (Additional Insured – Managers or Lessors of Premises ~~Owners, Lessees, or Contractors~~). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- \$500,000 Marina Operators Legal Liability
- \$500,000 Protection and Indemnity
- \$500,000 General Aggregate
- \$500,000 Products/Completed Operations Aggregate
- \$500,000 Personal and Advertising Injury
- \$500,000 Each Occurrence

3) All other terms and conditions of the Lease shall remain the same.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Extension to be executed by their appropriate officials, as of the date first above written.

**CITY OF FORT PIERCE**, a municipal corporation, **LANDLORD**

**Attest:**

\_\_\_\_\_  
Linda Cox, City Clerk

By: \_\_\_\_\_  
Linda Hudson, Mayor

Approved as to Form and Correctness:

\_\_\_\_\_  
Robert V. Schwerer, Esq.  
City Attorney

**LITTLE JIM BAIT & TACKLE, INC.**, a Florida Corporation, **TENANT**

By: \_\_\_\_\_  
Richard A. King, President

**STATE OF FLORIDA**  
**COUNTY OF ST. LUCIE**

**I HEREBY CERTIFY** that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, **Richard A. King, as President of LITTLE JIM BAIT & TACKLE, INC.** to me known to be the person described in and who executed foregoing document and who has produced \_\_\_\_\_ as identification and who did take an oath.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of March, 2015.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_

## LEASE AGREEMENT FOR LITTLE JIM PROPERTY

THIS LEASE AGREEMENT is entered into this ~~25<sup>TH</sup>~~ <sup>MAY</sup> day of March, 2010, having an effective date of March 1, 2010, by and between the **CITY OF FORT PIERCE**, a municipal corporation within the territorial limits of St. Lucie County, Florida (hereinafter "LANDLORD") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and **LITTLE JIM BAIT & TACKLE, INC.**, a Florida corporation (hereinafter "TENANT"), whose business address is 601 North Causeway Drive, Fort Pierce, Florida 34949.

### WITNESSETH:

**WHEREAS**, the Landlord is the owner of land, building and certain improvements located on a barrier island on the southeast side along the waterway, generally known as Little Jim's located at 601 North Causeway Drive, Fort Pierce, Florida 34949 (the "Demised Premises") which is more fully depicted and described on Exhibits "A-1" and "A-2" attached hereto; and

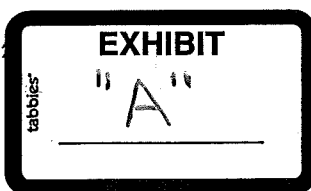
**WHEREAS**, the TENANT has been selected by the City Commission of City of Fort Pierce through a competitive selection process as the operator and lessee of the Demised Premises; and

**WHEREAS**, the TENANT has agreed to operate and improve the Demised Premises in accordance with this Lease; and

**WHEREAS**, the Lease of the Demised Premises to TENANT by Landlord shall be subject to all existing zoning and building restrictions and regulations and any provisions and clauses set forth herein.

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

1. **TERM.** The term of this Lease shall be five (5) years commencing March 1, 2010, to and including February 28, 2015 to be followed by a conditional option to renew for a ten 10 year term, provided the TENANT shall at all times remain in full compliance with all terms and conditions of this Lease and that TENANT shall have completed all required improvements. In the event TENANT shall complete the



improvements in Schedule "A" within the first three (3) years of the original term, TENANT shall be entitled to the optional ten (10) year renewal term.

TENANT shall furnish LANDLORD with a minimum of six (6) months written notice of its intention to exercise this option prior to the expiration of the initial term. Acceptance of such option by LANDLORD shall be conditioned upon compliance as provided herein.

**2 DEMISED PREMISES.** The Demised Premises consists of an approximate eight hundred eighty (880) square foot, more or less building formerly known as LITTLE JIM FISH CAMP, together with ground level deck, and 200 linear feet of dock walkway providing approximately 470 linear feet of dockage, located at the southeast side of the DOT bridge on Alt. A1A known as Little Jim Bridge as depicted on Exhibits "A-1" and "A-2, attached hereto and incorporated herein by reference.

**3 LEASE PAYMENTS.** TENANT in consideration of this Lease, shall pay LANDLORD, without demand, at the offices of the Director of Finance, City Hall, 100 North U.S. 1, Fort Pierce, Florida 34954, or such other place as LANDLORD may from time to time designate in writing, rent in the amounts and manner set forth herein:

(a) from the commencement hereof through March 31, 2011 the sum of \$1,600 due upon the 1<sup>ST</sup> day of each month;

(b) commencing April 1, 2011 ,through March 31, 2012 \$1,800 per month due upon the 1<sup>ST</sup> day of each month.

(c) commencing April 1, 2012 through March 31, 2015 the sum of \$2,000 per month due upon the 1<sup>ST</sup> day of each month.

(d) During the optional renewal period and commencing the first day of the first year of the optional renewal lease term, rent shall be readjusted, modifying the current term rent for the year by an amount equal to (100%) of the Annual "Unadjusted Percent Change" in the Consumer Price Index (CPI), for "United States City Average" for the previous year as published by the Bureau of Labor Statistics, for the month in which the first year of the optional lease term begins. For each change of one (1) index point in the CPI, rent shall be adjusted by a factor of 1.0%.

Any adjustments shall take effect at the end of the twelfth month of the year preceding the first day of the first month of the new lease year and will be further adjusted each twelve (12) months thereafter. Said adjustment will be based on the most recent CPI indices available immediately prior to the adjustment date.

LANDLORD shall notify TENANT of the adjusted rent due based on the preceding method of adjustment, and TENANT shall promptly pay the same. If LANDLORD shall notify TENANT of such adjusted rent subsequent to the payment of any rent for such lease year, upon the first day of the month immediately following the receipt of such notice, TENANT shall pay the amount due for the months during such lease year as to which rent without such adjustment had previously been paid. Such adjusted rent shall not, under any circumstances, result in a reduction of the previous year's rent.

The covenant of TENANT to pay rent is separate and distinct from other covenants and TENANT shall have no right of set-off or reduction in the payment of rent for any reason. Payments required hereunder shall be in United States currency or its equivalent.

4 **TAX.** In addition to rent specified herein, and other sums of money provided in and by this Lease to be paid by TENANT, TENANT shall pay in advance the full amount of all property, sales, use, excise and rental taxes levied, assessed by or payable to any governmental agency, body or taxing authority for or on account of this Lease.

TENANT shall also be responsible for and pay any ad valorem and non ad valorem taxes which are assessed upon the property leased by TENANT, assessed by the taxing authority during TENANT's usage and lease of the property.

TENANT shall pay prior to delinquency all taxes assessed and levied upon the trade fixtures, furnishings, equipment, inventory and all other personal property of TENANT contained in the leased premises or elsewhere.

5 **LATE CHARGES.** In the event any base rent payment due hereunder shall not be paid within ten (10) days after the due date, TENANT shall pay LANDLORD a late charge of five (5%) percent of such late payment.

6. **HOURS OF OPERATION.** At all times during this Lease, TENANT shall be required to operate a fish camp with related facilities and amenities including bait and tackle shop, dockage, basic boat supplies, snacks, food & beverages, including patio,

casual dining, with minimum hours of operation to vary by season, holidays and related factors seven days per week. TENANT agrees to operate no less than 8 hours per day, weather permitting. TENANT further agrees that it will offer breakfast and casual lunch and dinner during selected months. TENANT shall have the right to determine its business hours within the above perimeters and as provided herein.

TENANT further acknowledges the need for the continuous and regular operation, including the duty to exercise best management practices, and the operation of said business as provided for herein shall be a separate covenant under this Lease.

**7. INSURANCE.** TENANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with Insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein.

As evidence of compliance with the Insurance required herein, TENANT shall furnish CITY with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, 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 Inclusion of CITY and CITY's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; or
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to CITY.

All policies should be endorsed to provide thirty (30) days written notice of cancellation to CITY for all coverages. Until such Insurance is no longer required by this Contract, TENANT shall provide CITY with renewal or replacement evidence of insurance prior to the expiration or termination of such insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by CITY, TENANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified, complete copy of the policies of insurance providing the coverage required.

Workers' Compensation/Employer's Liability 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 on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 500,000 Each Accident

\$ 500,000 Disease - Policy Limit

\$ 500,000 Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

#### Marina Operators Insurance

Such insurance shall include coverage for marina operators' legal liability, protection and indemnity, and commercial general liability. The commercial general liability coverage shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 500,000 Marina Operators Legal Liability

\$ 500,000 Protection and Indemnity

\$ 500,000 General Aggregate

\$ 500,000 Products/Completed Operations Aggregate

\$ 500,000 Personal and Advertising Injury

\$ 500,000 Each Occurrence

#### Liquor Liability Coverage

Such insurance shall cover liability of TENANT arising out of the sale of alcoholic beverages on the Demised Premises and in the course of their business. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 500,000 General Aggregate  
\$ 500,000 Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 500,000 Each Occurrence - Bodily Injury and Property  
Damage Combined

Pollution Legal Liability Insurance

If TENANT engages in fueling operations, TENANT shall procure and maintain insurance applicable to TENANT's liability resulting from pollution or other environmental impairment arising out of, or in connection with such fueling operations including the use of any storage tanks. Such coverage shall include coverage for clean-up of pollution conditions and 3<sup>rd</sup> party bodily injury and property damage claims arising from pollution conditions.

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:

\$ 500,000 per claim  
\$ 500,000 aggregate

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

The Maximum permissible deductible or self-insured retention on the pollution

liability policy shall be \$25,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of TENANT and TENANT shall pay on behalf of the CITY or CITY's officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

#### Property Insurance

The CITY shall have no responsibility to maintain property insurance on any of TENANT's property. It shall be the sole responsibility of TENANT to maintain property insurance coverage on the building and improvements on the Demised Premises and all contents of such buildings. If TENANT elects to maintain such coverage on TENANT's buildings and contents, such coverage shall be paid for by TENANT. LANDLORD consents to TENANT obtaining such coverage.

In the event TENANT obtains property insurance coverage on the building and improvements, LANDLORD shall be named as an additional insured; provided, however, that should the Demised Premises be damaged by fire or other insured casualty, and the improvements on the Demised Premises are capable of being repaired or rebuilt, all insurance proceeds shall be utilized for the costs to repair and rebuild. In the event the buildings and improvements cannot be repaired or rebuilt, or in the event the costs thereof exceed the available insurance proceeds, all insurance proceeds from losses of any structures shall be paid as follows: (a) to TENANT if during the first four (4) years of this Lease; (b) to LANDLORD during the last year of the initial term,;; (c) to TENANT during the first five (5) years of the subsequent or renewal term; (d) seventy five percent (75%) to TENANT and twenty five percent (25%) to LANDLORD during years six (6) through eight (8) of the subsequent or renewal term; and (e) one-half (1/2) to TENANT and one-half (1/2) to LANDLORD during years nine (9) and ten (10) of the subsequent or renewal term.

#### General Conditions

The insurance provided by TENANT shall apply on a primary basis to, and shall not require any contribution from, any insurance, or self-insurance, maintained by the CITY, or its officials, officers and employees.

Except as provided herein or where prior written approval has been obtained from

CITY hereunder, no deductible or self-insured retention for any required insurance provided by TENANT pursuant to this Agreement will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, TENANT shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of CITY, or its officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of TENANT. Any remedy provided to the CITY by the insurance provided by the TENANT shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of TENANT) available to the CITY under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by TENANT shall relieve TENANT from responsibility to provide insurance as required by this Agreement.

**8. USE OF PREMISES.** TENANT will use and occupy the premises solely as a dockage facility with attendant amenities, including bait and tackle shop, snack bar, casual restaurant in a rustic old Florida style.

- a) TENANT may seek to obtain subject to applicable regulations, licensure for retail sales of beer and wine for on-premises and off-premises consumption. TENANT represents it currently has beer and wine license including off-premises consumption. LANDLORD acknowledges TENANT may seek to obtain a license to serve a full-line of alcoholic beverages for on-premises consumption. TENANT shall provide copies of all liquor license records to LANDLORD upon request.
- b) TENANT specifically agrees not to conduct its business in a manner that disturbs the quiet enjoyment of any nearby residents and agrees to conduct its business in compliance with all applicable laws.
- c) TENANT further agrees to:
  - 1) keep the premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other

obligations imposed by applicable provisions of building, housing, health, and environmental codes by any State or Federal law, regulation, or agency; and

- 2) to make no alterations or additions to the Demised Premises except as set forth herein, without the prior written consent of LANDLORD, and
  - 3) to forbid overnight stays, including live-aboard persons on any docked or moored vessel; and
  - 4) to commit no waste of the premises; to remove all garbage and other debris which results from the operation of TENANT's business in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary and in repair, to use and operate in a reasonable manner all electrical, plumbing and other facilities; not to destroy, deface, damage, impair or remove any part of the Demised Premises or property therein belonging to LANDLORD; and
  - 5) to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not constitute a breach of the peace; and
  - 6) to surrender the Demised Premises at the termination of this Lease in as good state and condition reasonable use and wear permitted.
- d) TENANT shall have the right, subject to approval of LANDLORD to adopt reasonable rules and regulations applicable patrons, customers and members of the public in utilization of the Demised Premises which may include one or more of the following or similar rules:
- (1) Limitation of patrons, customers and members of the public, bringing food and beverages from off site for consumption on Demised Premises, that have not been purchased or acquired from TENANT, including unlicensed alcoholic beverages provided that no limitation shall prevent patrons, customers, or members of the public from consuming such food or beverages on their private vessels or watercraft or the immediate vicinity thereof.

(2) Reserving the right to refuse access to the Demised Premises to any person whose actions, threats, possession of any weapons or obvious impairment poses a threat to persons or property.

(3) Usage of Dockage Agreement approved by Landlord.

(4) Service of any food or beverages including alcoholic beverages consistent with State of Florida requirements for protection of TENANT's liquor license.

(5) Hours of operation, as approved by LANDLORD, including usage of dockage, docks and piers.

**9. MAINTENANCE AND REPAIR.** TENANT shall at all times maintain its facility(s), and all appurtenances thereof in a condition and appearance in keeping with the intent of the parties, in compliance with all local, state and federal statutes, codes, ordinances and rules. TENANT shall keep and maintain in good order, condition and repair (which repair shall mean replacement, if necessary) docks, piers, walkways, exterior and interior walls, roof, exterior and interior portions of all doors, windows, glass, plumbing and sewage facilities, fixtures, interior electrical equipment serving the Demised Premises, floors and ceilings, and all other parts of the Demised Premises. LANDLORD shall not be responsible to maintain or to make any improvements or repairs of any kind in or upon the Demised Premises.

It is anticipated that TENANT will need to install certain improvements and equipment at the Demised Premises which may include a second story, tiki, decking, kitchen equipment, electrical and plumbing fixtures which will become a part of the Demised Premises. See Schedule "A" attached.

If any repairs required to be made by TENANT hereunder are not commenced and proceeded with due diligence within ten (10) days after written notice delivered to TENANT by LANDLORD (or within such shorter period as LANDLORD should require in the event of an emergency, with or without notice), LANDLORD may, at its option, make such repairs without liability to TENANT for any loss of damage which may result to its stock or business by reason of such

repairs, and TENANT shall pay to LANDLORD immediately upon demand as additional rent hereunder, the costs of such repairs plus ten (10%) of the amount thereof (for LANDLORD' s service and overhead costs). At all times during the term of this Lease, TENANT shall maintain the Demised Premises and operate its facility(s) and business in a tasteful manner in accordance with the intent of the parties so as to enhance the image and appearance of the facility.

**10. ALTERATIONS.** Except as provided herein, TENANT shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the Demised Premises to the original condition at TENANT's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT. LANDLORD shall at all times retain sole control of the exterior appearance of the building and the Demised Premises, including but not limited to approval over exterior colors and color scheme for the building and all of its fixtures and appurtenances, to further include all signage.

TENANT undertakes and covenants to perform certain alterations, upgrades, improvements and additions to the Demised Premises during the term hereof which are set forth and outlined on Schedule-"A" attached hereto. TENANT shall commence the improvements listed on Schedule "A" in no particular sequence within 90 days of the date hereof and shall complete all improvements listed on Schedule "A" within the initial term hereof.

**11. UTILITIES.** TENANT shall contract, in its own name and shall pay the

charge before delinquency, for all utility services rendered or furnished to the Demised Premises, including water, gas, electricity, telephone, garbage and the like, together with all taxes or other charges levied on such utilities.

**12. TITLE TO IMPROVEMENTS.** Title to any building, structure or other improvements (other than movable trade fixtures) that shall be constructed, installed or placed upon the Demised Premises shall vest in LANDLORD upon the termination of this Lease or any renewal or extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

**13. DAMAGE AND OBLIGATION TO RESTORE.** TENANT shall give immediate written notice to LANDLORD of any damage caused to the Demised Premises by fire or other casualty. If the Demised Premises should be: (1) damaged by any casualty and; (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD and TENANT may elect either to terminate the lease or to proceed to rebuild and repair the Demised Premises. Should LANDLORD elect to terminate the lease, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty.

In such event, TENANT shall have ninety (90) days to present a plan to rebuild the Demised Premises and provide evidence of sufficient funding, including insurance proceeds.

**14. LIABILITY AND INDEMNIFICATION.** LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's use and occupancy of the leased premises, or due to the negligent, reckless, or intentionally wrongful acts of Tenant or because of fire, flood, wind storm, acts of God, or for any other reason, including the negligent, reckless, or intentionally wrongful acts of third persons on the premises, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligent acts or omissions. TENANT hereby agrees to defend indemnify and save harmless LANDLORD, its officers, employees,

representatives and agents from and against any and all loss, damage, claim, demand, liability, cost or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the occupancy or use of the Demised Premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or in the Demised Premises as a result of TENANT's occupancy including, but not limited to, LANDLORD's attorney's fees and costs, both at trial and appellate levels; provided TENANT shall have the right to designate and employ all counsel, including joint counsel for both LANDLORD and TENANT thereby accepting any tender of defense. This provision shall be deemed satisfied if any insurance provides a defense and is an additional named insured. If there is no insurance coverage TENANT shall provide a defense at its costs, with counsel that is reasonably acceptable to LANDLORD.

**15. EMINENT DOMAIN.** If the Demised Premises or any part thereof should be permanently taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease shall be terminated, the entire compensation award therefore, both leasehold and reversion shall be the property of LANDLORD without any deduction therefrom for any present or future estate of TENANT, and TENANT hereby assigns to LANDLORD all its right, title and interest to any such award. TENANT shall execute all documents required to evidence such result. TENANT shall, however, be entitled to claim, prove and receive in such condemnation proceedings, such award as may be allowed for fixtures and other equipment installed by it, but only if or to the extent such award shall be in addition to the award for the land and the building and other improvements (or portions thereof) containing the Demised Premises.

If the entire Demised Premises should be taken, condemned, or transferred as aforesaid, the Lease shall terminate as of the time possession thereof is required for public sale. If a portion of the Demised Premises should be taken, condemned or transferred as aforesaid, LANDLORD may elect to terminate the Lease, or at its own expense, to repair and restore the portion not affected by the said taking, in which latter event the minimum rent shall be reduced in proportion to the area taken, effective at the time possession is required for public use.

**16. ASSIGNMENT AND SUBLETTING.** The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into

the Lease. TENANT shall not voluntarily, involuntarily, or by operation of law, assign, sell, mortgage, pledge, or in any manner transfer the lease or any estate or interest therein or sublet the Demised Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Demised Premises without the prior written consent of LANDLORD, which consent LANDLORD may not unreasonably withhold. For purposes of this provision, the sale, transfer, or assignment by any shareholder of TENANT of its shares, or the sale of shares by TENANT to any individual, firm, or entity which results in the transfer of more than forty (40%) percent of the stock of such corporation, or causes the existing shareholders to be less than a majority of the control of the corporation, shall also be considered a transfer of this Lease which shall require LANDLORD's prior written consent. Although TENANT may have the right to mortgage its interest in this Lease, all rights acquired under the leasehold mortgage shall be subject to all of the terms of this Lease. There shall be no subordination of this Lease and the LANDLORD shall otherwise be protected in any financing arrangement. TENANT agrees that any leasehold mortgage it may execute in obtaining financing for the construction and development of the proposed facilities shall contain language incorporating the foregoing provision. Consent by LANDLORD to one or more assignments or subletting shall not operate as a waiver of LANDLORD's rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, TENANT and any guarantor of TENANT's obligations under the Lease shall at all times remain fully responsible and liable for compliance with all of the obligations of TENANT, including the payment of rent.

In the event of the transfer and assignment by LANDLORD of its interest in the Lease and in the building(s) and structures comprising the Demised Premises, LANDLORD shall thereby be released from any further obligations and TENANT agrees to look solely to such successor in interest for performance of such obligations. Such transfer and assignment, however, shall not affect the validity of this Lease, and TENANT shall continue in possession of the premises subject to all terms and conditions provided in the Lease.

**17. DEFAULT AND REMEDIES.** The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by TENANT:

- a. The vacating or abandonment of the Demised Premises by

TENANT, with intent to so abandon and not the result of a casualty.

b. The failure by TENANT to make payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from LANDLORD to TENANT.

c. The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT, other than described in Paragraphs a and b above, where such failure shall continue for a period of ten (10) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, TENANT shall not be deemed in default if TENANT commences such cure within said ten (10) day period and thereafter diligently pursues such cure to completion.

d. If TENANT or any guarantor should commence, in any court pursuant to any statute either of the United States or of any state, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against TENANT or any said guarantor and either an order of relief is entered against such party or such party fails to secure a discharge of the proceeding within thirty (30) days of the filing thereof, or if TENANT or any said guarantor becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment of both benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of TENANT's or any said guarantor's property whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

e. The discovery by LANDLORD that any financial statement given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of TENANT, any successor in interest of TENANT, or any guarantor of TENANT's obligations, and any of them, is materially false.

**18. REMEDIES UPON DEFAULT.** In the event of any default or

breach by TENANT, LANDLORD may at any time thereafter, without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof, subject to LANDLORD's obligation to mitigate damages.

(b) Terminate TENANT's right to possession of the Demised Premises by any lawful means and retake possession thereof for the account of LANDLORD, in which event TENANT shall immediately surrender possession of the Demised Premises to LANDLORD and all further liability under the Lease on the part of the TENANT and LANDLORD shall terminate.

(c) Pursue any other remedy now or hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida. In the event of a proceeding involving TENANT under the Bankruptcy Code, 11 U.S.C. §101 et seq., if the Lease is assumed by TENANT's trustee in bankruptcy (after he has cured all existing defaults, compensated LANDLORD for any loss resulting therefrom and provided adequate assurance of future performance), then the Lease may not be assigned by the trustee to a third party, unless such party (1) executes and delivers to LANDLORD an agreement in recordable form whereby such party assumes and agrees with LANDLORD to discharge all obligations of TENANT under the Lease, (2) has a net worth and operating experience at least comparable to that possessed by TENANT and any guarantor hereof as of the time of execution of the Lease, and (3) grants to LANDLORD, to secure the performance of such party's obligations under the lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the Demised Premises, and in connection thereof, such party shall execute such security agreements, financing statements and other documents (the forms of which are to be prepared by

LANDLORD) as are necessary to perfect such lien.

If the LANDLORD should exercise any of its remedies hereunder, TENANT shall be liable for and shall pay to LANDLORD the costs of removing and storing TENANT's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting Demised Premises into condition acceptable to a new tenant or tenants; real estate commissions actually paid; that portion of the leasing commission paid by LANDLORD applicable to the unexpired term of the Lease, if applicable, and all reasonable expenses incurred by LANDLORD, including attorney's fees.

If the Lease should be terminated, or the Lease term should expire, LANDLORD shall have the immediate right thereafter to re-enter the Demised Premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. In such event, LANDLORD shall not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

The rights and remedies granted herein to LANDLORD are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude LANDLORD's right to exercise any or all of the others. All charges payable by TENANT under the terms of the Lease shall be deemed rent for the purpose of LANDLORD exercising its remedies.

No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by LANDLORD at any time when TENANT is in default under any covenant or condition hereof be construed as a waiver of such default or of LANDLORD's right to terminate the Lease on account of such default, nor shall any waiver or indulgence granted by LANDLORD to TENANT be taken as an estoppel against LANDLORD, it being expressly understood that if any time TENANT should be in default in any of its covenants or conditions hereunder, an acceptance by LANDLORD of rent during the continuance of such default or the failure on the part of LANDLORD promptly to avail itself

such other rights or remedies as LANDLORD may have shall not be construed as a waiver of such default, but LANDLORD may at any time thereafter, if such default continues, terminate the Lease on account of such default.

LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but in no event later than fifteen (15) days after written notice by TENANT to LANDLORD, specifying wherein LANDLORD has failed to perform such obligations provided, however, that if the nature of LANDLORD's obligation is such that more than fifteen (15) days are required for performance, LANDLORD shall not be in default if LANDLORD commences performance within such fifteen (15) day period and thereafter diligently prosecutes the same to completion.

TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD's designee within ten (10) days after such amount shall be due, TENANT shall pay to LANDLORD a late charge equal to five (5%) percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of costs LANDLORD will incur by reason of the late payment of TENANT.

19. **LANDLORD SECURITY.** To secure the payment of all rent and other sums of money due and to become due and the faithful performance of the Lease by TENANT, TENANT hereby grants to LANDLORD an express first and prior lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the Demised Premises, and also upon all proceeds of any insurance which may accrue to the TENANT by reason of destruction of or damage to any such property. Such property shall not

be removed therefrom without written consent of LANDLORD until all arrearages in rent and other sums of money then due to LANDLORD hereunder shall first have been paid. This lien and security interest is given in addition to the LANDLORD's statutory lien and shall be cumulative thereto. Consequently with the execution of the Lease (or later if requested by LANDLORD at its discretion), TENANT shall execute and deliver to LANDLORD Uniform Commercial Code Financing Statements in sufficient form so that when properly filed, the security interest hereby given shall be perfected. The lien and security interest created hereby shall be terminated when all of the rent and other sums of money becoming due during the Lease term shall have been paid in full.

20. **SUBORDINATION AND ATTORNMENT.** The Lease, at LANDLORD's option, shall be subordinate to any ground lease, mortgage or any other hypothecation for security now or hereafter placed upon the real property of which the Demised Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee or ground lessor should elect to have the Lease prior to the lien of its mortgagee or ground lease, and should give written notice thereof to TENANT, the Lease shall be deemed prior to such mortgage or ground lease, whether the lease is dated prior or subsequent to the date of said mortgage or ground lease.

TENANT agrees to execute any documents required to effectuate such subordination or to make the Lease prior to the lien of any mortgage or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint LANDLORD as TENANT's attorney in fact and in TENANT's name, place and stead, to do so.

Upon request of LANDLORD, TENANT shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by LANDLORD covering the Demised Premises, attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as LANDLORD under the Lease.

21. **TENANT ESTOPPEL CERTIFICATE.** TENANT shall at any time upon not less than ten (10) days prior written notice from LANDLORD execute, acknowledge and deliver to LANDLORD a statement in writing: (1) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD, or specifying such defaults if any are claimed; and (3) otherwise be in a form reasonably acceptable to LANDLORD. Any such statements may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the Demised Premises.

If LANDLORD desires to finance, refinance, or sell the Demised Premises, or any part thereof, TENANT hereby agrees to deliver to any lender or purchaser designed by LANDLORD such financial statements of TENANT as may be reasonably required by such lender or purchaser. All such financial statements shall be received by LANDLORD and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

22. **NOTICES.** All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attention: City Manager, P.O. Box 1480, Fort Pierce, Florida 34954, with a copy to the Office of the City Attorney, P.O. Box 1480, Fort Pierce, Florida 34954, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail, return receipt requested to: LITTLE JIM'S BAIT & TACKLE, INC., Richard A. King, 6502 Santa Clara Boulevard, Fort Pierce, Florida 34951, with a copy to ROBERT J. GORMAN, ESQ., 1209 Delaware Avenue, Ft. Pierce, FL 34950, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

23. **ACCESS TO PROPERTY.** During the term of this Lease, and any

renewal or extension thereof, TENANT shall permit LANDLORD and the agents and representatives of LANDLORD access to the leased property and licensed area at all reasonable times deemed necessary for the purpose of this Lease, including inspection of all work being performed in connection with the construction of improvements thereon, the management and operation of the facilities and to assure compliance with all ordinances, statutes and rules and regulations of federal, state and local agencies having jurisdiction.

24. **GENERAL PROVISIONS.** The following general provisions shall be an integral part of this Lease:

a. TENANT shall not record the Lease without LANDLORD's prior written consent, and any such recordation shall, at the option of LANDLORD, constitute a non-curable default of TENANT.

b. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

c. The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

d. Time is of the essence.

e. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

f. Whenever a period of time is prescribed for action to be taken by LANDLORD, LANDLORD shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of LANDLORD.

g. Upon TENANT paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on TENANT's part to be observed and performed hereunder, TENANT shall have quiet possession of the Demised Premises, for the entire Lease term, subject to all the provisions of the Lease.

h. Each provision performable by TENANT shall be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

i. Subject to the provisions hereof restricting assignment or subletting by TENANT and regarding LANDLORD's liability, this Lease shall bind the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the State of Florida.

j. The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting "TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

k. The Effective Date of the Lease shall be March 1, 2010.

l. All terms, covenants, and conditions herein contained, to be performed by TENANT, shall be performed at its sole cost and expense, and if LANDLORD shall pay any sum of money or do any act which requires the payment of money, by reason of the failure neglect or refusal of TENANT to perform such term, covenant, or condition, the sum of money so paid by LANDLORD shall be deemed additional rent and shall be payable to TENANT with the next succeeding installment of rent together with such interest as may have accrued thereon.

m. Any amount due to LANDLORD not paid when due shall bear interest at the maximum rate allowable by law accruing from the due date.

n. Notwithstanding anything to the contrary provided in the Lease, it is specifically understood and agreed by LANDLORD and TENANT that there shall be absolutely no personal liability on the part of LANDLORD, or its

shall be absolutely no personal liability on the part of LANDLORD, or its successors, or any partners or corporate shareholders of LANDLORD, or its successors, with respect to any of the terms, conditions and covenants of the Lease, and that TENANT shall look solely to the interest of LANDLORD in the premises for the satisfaction of each and every remedy of TENANT in the event of any breach by LANDLORD of any terms, conditions and covenants of the Lease to be observed or performed by LANDLORD.

25. **JOINT VENTURE.** It is specifically understood and agreed that nothing in this Lease shall be construed as creating a joint venture, partnership or other relationship between the parties to the agreement other than LANDLORD and TENANT.

26. **ATTORNEY'S FEES AND COSTS.** The prevailing party shall be entitled to an award of all costs, charges, and expenses, including the fees of counsel, agents and others retained by such party and incurred in enforcing either party's obligations hereunder or in any litigation or appellate proceedings.

27. **PAYMENT.** No payment by TENANT or receipt of payment by LANDLORD of an amount less than the full amount then due LANDLORD under this Lease shall be construed as anything other than a partial payment of the sum then due and owing. No endorsement or statement on any check or letter or any form of payment or accompanying documents shall be deemed to be an accord and satisfaction or other form of settlement, and LANDLORD may accept any such payment without prejudice to its rights to recover the balance of any sums due and owing under this Lease or to pursue any other remedy permitted under this Lease or Florida law.

28. **RADON GAS.** Pursuant to Fla. Stat. §404.046(8), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the St. Lucie County Public Health Unit.

29. **INSPECTION.** LANDLORD or its agents shall have the right to enter the

any other purpose not inconsistent with the terms and provisions of this Lease.

30. **PARTIAL INVALIDITY.** In the event any term, provision, or condition of this Lease shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair this Lease as a whole or any other provision of this Lease.

31. **TIME.** Time is of the essence of this Lease and every term and provision of this Lease.

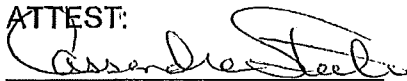
32. **LEASE NOT RECORDABLE.** Neither this Lease nor any notice of memorandum thereof, except such instrument as maybe required by LANDLORD from TENANT shall be recorded in any public records.

33. **ENTIRE AGREEMENT.** This Lease contains the entire and sole agreement between the parties hereto relative to the rental of the leased premises and it may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same formalities as this LEASE. No surrender of the leased premises or of the remainder of the term of this Lease shall be valid unless accepted by LANDLORD in writing. This agreement shall be interpreted and enforced under the laws of the State of Florida. It is agreed and understood that this agreement has been negotiated and drafted jointly and is not to be construed against any party.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

WITNESS AS TO LANDLORD

ATTEST:



Cassandra Steeie, City Clerk

LANDLORD

CITY OF FORT PIERCE

By: 

Robert J. Benton, III, Mayor

Date: May 25 2010

APPROVE AS TO FORM  
AND CORRECTNESS

By: 

Robert V. Schwefel, Esq.  
City Attorney

City Attorney

WITNESSES AS TO TENANT

[Signature]

TENANT:

LITTLE JIM BAIT & TACKLE, INC.

By: [Signature]  
Richard A. King, President

Timothy M. McGuire  
Print name

Date: 5-3-10

Kimberly Thompson  
Print name  
Kimberly Thompson  
Print name

WITNESSES AS TO GUARANTOR:

GUARANTOR:

[Signature]

RICHARD A. KING and RITA KING  
[Signature]  
Richard A. King

Timothy M. McGuire  
Print name

Kimberly Thompson  
Print name  
Kimberly Thompson  
Print name

Rita A. King  
Rita A. King

**GUARANTEE**

**THE UNDERSIGNED**, as Guarantor, guarantees all of the obligations of the TENANT under that certain Lease dated the \_\_\_\_\_ day of March, 2010, between **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, as LANDLORD, and, **LITTLE JIM BAIT AND TACKLE, INC.**, a Florida Corporation, as TENANT, for the Demised Premises identified therein and located at 601 North Causeway Drive, Fort Pierce, FL 34949, adjacent to the City Marina of the City of Fort Pierce, Florida.

The undersigned, jointly and severally, further confirm and acknowledge the following:

1. The liability of the undersigned is absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Lease; (ii) the existence of any property given as security for, or other guarantee of the Lease; or (iii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the TENANT in respect of the Lease or the undersigned in respect of this Guarantee.

2. The undersigned has a monetary interest (direct or indirect) in TENANT, and/or in the conduct of the business to the Demised Premises.

3. The undersigned has executed this Guarantee to induce LANDLORD to lease the Demised Premises to TENANT.

4. With regard to obligations of TENANT to pay money, this Guarantee imposes on the undersigned a guarantee of payment and not of collection.

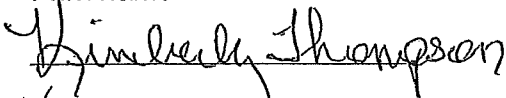
5. LANDLORD has the right to take action against one or more of the undersigned guarantors, if more than one, without affecting the obligations of any other of the undersigned guarantors not being proceeded against.

**WITNESS** our hands and seals this \_\_\_\_\_ day of March, 2010.

**WITNESSES:**

  
\_\_\_\_\_


Timothy M McGuire  
Print name

  
\_\_\_\_\_

Kimberly Thompson  
Print name

**GUARANTOR:**

RICHARD A. KING and RITA KING

  
\_\_\_\_\_

Richard A. King

5-3-10  
Rita King

Date: Rita King

***EXHIBIT "A-1"***

The Demised Premises is legally described as:

35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E  
1556.56 FT, TH S 00 DEG 10 MIN 59 SEC W 1908.70 FT TO POB, TH N  
58 DEG 59 MIN 38 SEC E 166.32 FT, THS 75 DEG 40 MIN 00 SEC E 200  
FT, TH S 54 DEG 07 MIN 50 SEC W 159.37 FT TO HIGH WATER/VEG  
MARK, TH MEANDERING SD HW MARK SWLY 218.96 FT MIL, TH N 35  
DEG 54 MIN 18 SEC W 72.65 FT, TH N 32 DEG 50 MIN 14 SEC E 76.58  
FT TO POB

as generally depicted on the aerial, Exhibit "A-2"

### **SCHEDULE "A"**

TENANT agrees to remove existing concrete boat ramp, which is in disrepair, and improve access area to same with additional parking subject to the City's Land Development Regulations.

TENANT agrees to remove all sunken vessels from the leased portion of the demised property and construct additional pitched-roof decking with outdoor seating to the southwest subject to the City's Land Development Regulations.

TENANT agrees to install new fuel pumping and storage facilities with at least gasoline stations subject to all Federal, State and Local codes and regulations.

TENANT agrees to construct at least five (5) additional boat slips on the leased portion of the demised property subject to all Federal, State and Local codes and regulations.

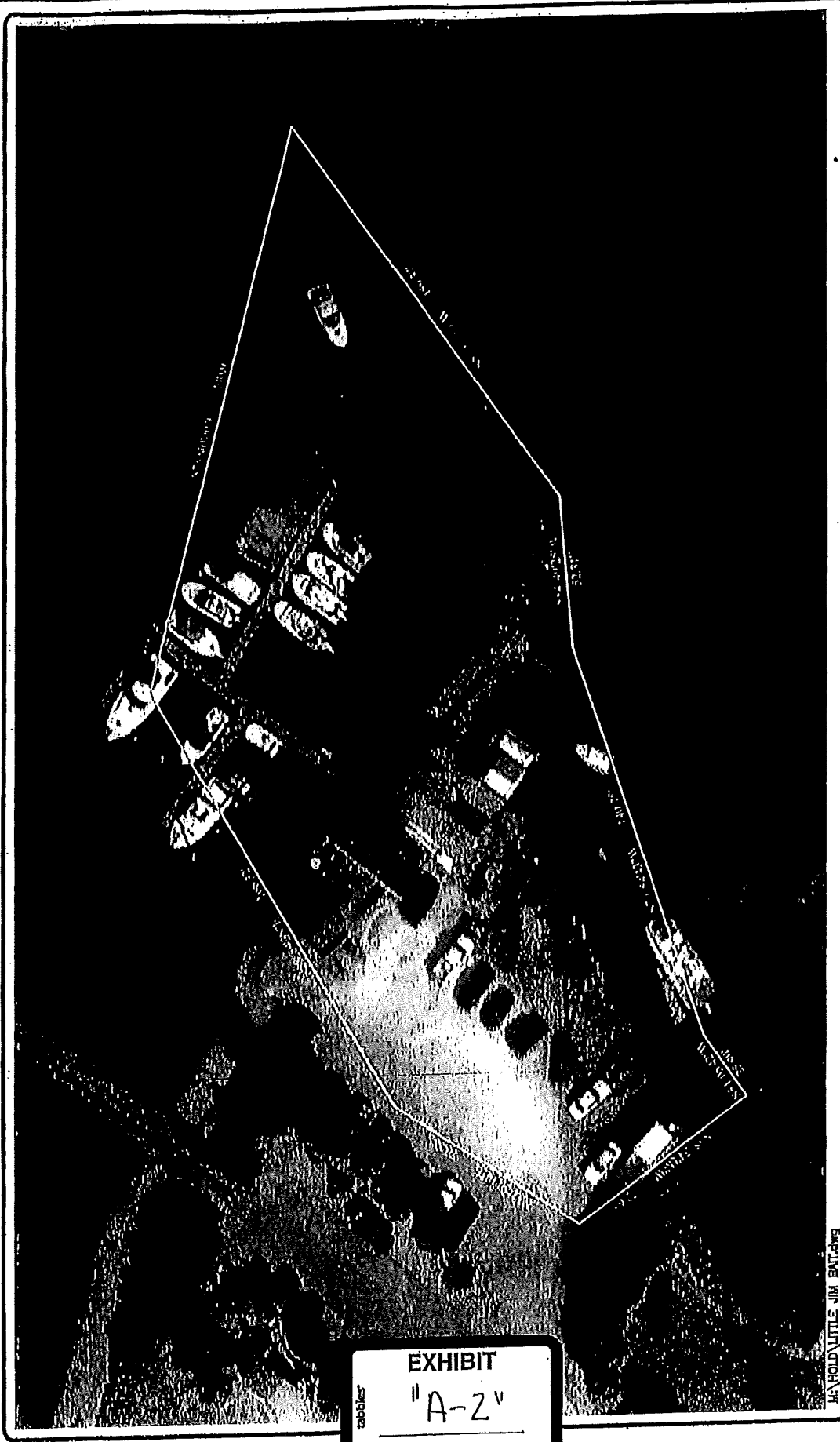


EXHIBIT  
"A-2"

MCYHOLD\LITTLE JIM BAIT.dwg



CITY OF FORT PIERCE  
DEPARTMENT OF ENGINEERING

A PARCEL OF LAND TO BE LEASED  
TO LITTLE JIM BAIT & TACKLE SHOP

DATE:	6-9-00
SCALE:	1" = 50'
DATE:	



NO. DRAWN BY:	
REVISIONS:	

SHEET  
1  
OF  
1

**City Commission Regular Meeting**

**Agenda Item # 9. g.**

**Meeting Date:** 04/20/2015

**Re:** Dickerson vs. City of Fort Pierce

**Submitted For:** Robert Bradshaw, City Manager

---

**SUBJECT:**

Approval of settlement agreement between Dickerson Florida, Inc. and the City of Fort Pierce.

**SUMMARY:**

The attached agreement settles Dickerson Florida's \$1.9M claim against the City in consideration of the sum of \$675,000.

**RECOMMENDATION:**

It is staff's recommendation that the City Commission approve the attached settlement agreement.

**ALTERNATIVES:**

N/A

**RESPONSIBLE STAFF:**

Robert V. Schwerer, City Attorney

**COORDINATED WITH:**

Robert J. Bradshaw, City Manager

---

**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

To be paid out of the construction fund.

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**Attachments**

Memo from City Attorney

Dickerson Florida Settlement Agreement

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**Form Review**

**Inbox**

City Manager

Finance Department

**Reviewed By**

Jennifer Robinson

Johnna Morris

**Date**

04/14/2015 04:27 PM

04/16/2015 09:42 AM

City Manager  
Form Started By: Linda Cox  
Final Approval Date: 04/16/2015

Robert Bradshaw

04/16/2015 09:54 AM  
Started On: 04/10/2015 12:35 PM

RECEIVED

TIME \_\_\_\_\_

APR 10 2015

CITY OF FT. PIERCE  
CITY MANAGER'S OFFICE

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

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**MEMORANDUM**

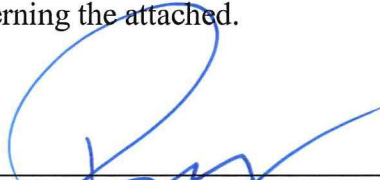
**TO:** Robert J. Bradshaw, City Manager (*via email*)  
**FROM:** Robert V. Schwerer, City Attorney  
**SUBJECT:** Dickerson vs. City of Fort Pierce  
**DATE:** April 10, 2015

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You are aware we have reached agreement with Dickerson Florida to settle their approximate \$1.9 million claim against the City. Attached is a copy of the Settlement Agreement which sets out the terms of settlement. The agreement requires Commission approval. Request is made that this be scheduled for the next available Commission meeting as a Consent Agenda item.

I am available to answer any questions either the Commission or you may have concerning the attached.

  
\_\_\_\_\_  
Robert V. Schwerer, Esq.  
City Attorney

/mlp

Attachment

cc: Fort Pierce Mayor and Commissioners (*via email*)  
Linda Cox, City Clerk (*via email*)  
John R. Andrews, City Engineer (*via email*)  
Garrison M. Dundas, Esquire (*via-email*)

**SETTLEMENT AGREEMENT**

\_\_\_\_\_ (SPACE ABOVE THIS LINE FOR RECORDING DATA) \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That **DICKERSON FLORIDA, INC.**, a Florida corporation, its' respective administrators, successors, assigns, related entities, employees, agents, principals, attorneys, officers, directors, and representatives, ("First Party"), for and in consideration of the sum of **SIX HUNDRED SEVENTY-FIVE THOUSAND and no/100 (\$675,000.00) DOLLARS**, and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, do hereby release, acquit, and forever discharge the **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, and all individuals, persons, or corporations in privity with it, with the express exception of **AECOM USA, INC.**, including but not limited to **THE FORT PIERCE UTILITY AUTHORITY and FLORIDA DEPARTMENT OF TRANSPORTATION**, and its' respective administrators, successors, assigns, related entities, employees, agents, principals, attorneys, officers, directors, and representatives, ("Second Party"), of and from and any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespass, damages or demands, economic, noneconomic, compensatory, nominal and punitive, in whatever name or nature, in tort, in contract or by statute, in any manner arisen, arising, or growing out of any and all damages, expenses, or losses sought or claimed, of whatever name or nature, past, present, or future, known or unknown, from the beginning of the world until the date of execution of this agreement which said First Party ever had, now have, or which any personal

representative, successor, heir or assign of said First Party, hereafter can, shall or may have, against the Second Party for, upon, or by reason of any matter, cause or thing whatsoever which has arisen, arises from, or which may hereafter arise out of the incidents, claims, or matters which were alleged in, or could have been alleged in the case of **DICKERSON FLORIDA, INC.**, Plaintiff, v. **CITY OF FORT PIERCE, FLORIDA**, Defendant, Case No: 562014CA000260(BC), Circuit Court, St. Lucie County, Florida, together with all claims or causes of action arising from or related to that certain Unit Price Construction Contract for SR A1A Phase I Roadway Improvements, Bid No. 6008, dated November 1, 2010, between the First Party and Second Party as set out in said lawsuit; as well as any and all other claims First Party may have against Second Party arising out of any other work, contractual or otherwise, that First Party may have provided Second Party with regard to roadway construction work for or on any other phase of SR A1A Roadway Improvements.

As part of this settlement, the **CITY OF FORT PIERCE, FLORIDA** agrees to and assigns any and all claims it has against **AECOM USA, INC.** As part of this assignment, the **CITY OF FORT PIERCE, FLORIDA** agrees to execute any other documents legally necessary to formally effectuate the assignment, agrees to provide upon specific request from First Party any relevant documents not already in the possession of First Party that are related to the claim against **AECOM USA, INC.**, and agrees to fully cooperate with **DICKERSON FLORIDA, INC.** in its' prosecution of the **AECOM USA, INC.** claim. **DICKERSON FLORIDA, INC.** shall be fully responsible for any attorney fees and costs associated with pursuing the **AECOM USA, INC.** claim.

This settlement covers and encompasses all claimable elements of damage and injuries under Florida law, known and unknown, including, but not limited to attorneys'

fees, costs, and interest. Further, the First Party hereby agrees to indemnify, to save, defend, and hold harmless the Second Party from and of any and all claims, subrogated interests, or liens of any third parties, and any and all other subrogated interests or liens, regardless of their source, including any and all mechanic's, materialman's, or laborer's liens.

**ALL PARTIES TO THIS SETTLEMENT AGREEMENT ARE TO BEAR THEIR OWN RESPECTIVE ATTORNEY'S FEES AND COSTS. THE FIRST PARTY WILL FILE WITH THE COURT A NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE AGAINST SECOND PARTY IN THE ABOVE-REFERENCED CIRCUIT COURT CASE UPON EXECUTION OF THIS SETTLEMENT AGREEMENT BY BOTH PARTIES.**

The First Party hereby acknowledge that they understand and accept all of the terms and conditions herein and that this is a settlement of the herein mentioned claims without an admission of liability therefore on the part of any party to this agreement.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 9<sup>TH</sup> day of APRIL, 2015.

Signed, sealed and delivered in presence of:

Larry T. Dale  
DICKERSON FLORIDA, INC.

Witness:

Donna Zales

Witness:

Rob McLaughlin

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared LARRY T. DALE for DICKERSON FLORIDA, INC., to me known to be the person described in, who took an oath, who read and executed the foregoing instrument, and who acknowledged before me that he/she is authorized to execute, and did execute the same.

9<sup>TH</sup> WITNESS my hand and official seal in the County and State last aforesaid this day of APRIL, 2015.

Antoinette Peterson  
Notary Signature-State of Florida at Dale  
Printed: Antoinette Peterson  
My Commission Expires: 9/29/2018  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF148809  
Expires 9/29/2018

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**CITY OF FORT PIERCE, a Florida municipal corporation**

\_\_\_\_\_  
**Linda Hudson, Mayor**

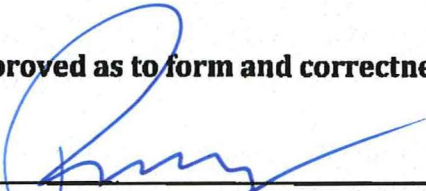
**Witness:**

\_\_\_\_\_

**Witness:**

\_\_\_\_\_

**Approved as to form and correctness**

  
\_\_\_\_\_  
**Robert V. Schwerer, City Attorney**

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_ for the **CITY OF FORT PIERCE, FLORIDA.**, to me known to be the person described in, who took an oath, who read and executed the foregoing instrument, and who acknowledged before me that he/she is authorized to execute, and did execute the same.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Signature-State of Florida at Large  
Printed:  
My Commission Expires:

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**City Commission Regular Meeting**

**Agenda Item # 9. h.**

**Meeting Date:** 04/20/2015

**Re:** Sessions Travel

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**SUBJECT:**

Approval of travel expenses in the amount of \$898.78 for Commissioner Sessions to attend the 30th Annual National Conference on Preventing Crime in the Black Community being held May 27 - 30, 2015, in Tampa, Florida.

**SUMMARY:**

The 30th National Preventing Crime in the Black Community Conference is a collaborative effort sponsored by Attorney General Pam Bondi to foster communication and action among practitioners through the sharing of innovative ideas and prevention strategies that have been successful in the black community. A major component of the program will be directed toward alternatives to violence among our young people. The agenda is designed to showcase successful programs and promote a positive exchange of ideas on the subject. Over 1300 people attended last year in Jacksonville .

**RECOMMENDATION:**

Approve Commissioner Sessions travel.

**ALTERNATIVES:**

Deny approval.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

n/a

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2015  
**Account:** 00110005114030  
**Amount:** 898.78

**OTHER INFORMATION:**

Sufficient funds exist for this travel.

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**Attachments**

Travel

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**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 04/14/2015

**Reviewed By**

Robert Bradshaw

**Date**

04/14/2015 09:59 AM

Started On: 04/07/2015 09:36 AM

**REGISTRATION INFORMATION**

Bureau of Criminal Justice Programs  
 Office of Attorney General PL-01  
 The Capital, Tallahassee, FL 32399  
 (850) 414-3350

**TRAVEL EXPENSE STATEMENT**

**HOTEL INFORMATION**

Tampa Marriot Waterside Hotel & Marina  
 700 South Florida Avenue  
 Tampa, FL 33602  
 (813) 221-4900 or (888) 789-3090

DATE: **3/26/2015**

- 1. TRAVELER'S NAME: Reginald Sessions
- 2. DEPARTURE DATE: 5/27/2015
- 3. RETURN DATE: 5/30/2015
- 4. DESTINATION: Tampa, FL
- 5. CODE CHARGE: 001-1000-511-40-30
- 6. AMT BUDGETED: \_\_\_\_\_

- DEPARTMENT: Commission
- DEPARTURE TIME: 12:00 p.m.
- RETURN TIME: 12:00 p.m.
- PURPOSE: Attend the 30th National Conference on Preventing Crime in the Black Community

7. BALANCE AVAILABLE: \_\_\_\_\_

Expenses must comply with City Code of Ordinances 1-158.  
 Per Diem Allowance \$50.00 or \$12.50 per quarter day.  
 Class A Travel 24-hour day.

Hotel # (904) 940-8000

- \* REGISTRATION FEE:
- \* HOTEL BILL: Confirmation # 32C4KHVF
- BAGGAGE ALLOWANCE (\$5 PER PERSON)
- \* COMMUNICATION:
- \* FARES: AIR FARE
- \* TAXI, BUS
- \* CAR RENTAL
- \* MILEAGE @ 0.575 305.6
- \* GASOLINE EXPENSE
- \* TOLL ROAD FEES OR **PARKING FEES**
- \* MISC. EXPENSES

- MEALS
- 3 BREAKFAST @ \$8.00
  - 0 LUNCH @ \$8.00
  - 3 DINNER @ \$20.00
  - SPECIAL LUNCHEON/BANQUET
  - 6.5% STATE TAX
  - 15% GRATUITIES

PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
265.00			
	279.00		
		5.00	
		175.72	
		72.00	
		24.00	
		0.00	
		60.00	
		0.00	
		5.46	
		12.60	

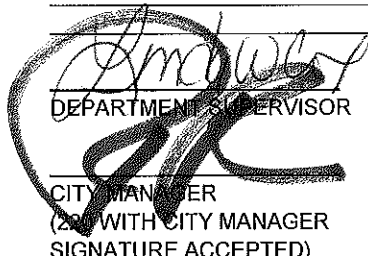
BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.  
 LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.  
 DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

**TOTALS**

265.00	279.00	354.78	
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ADVANCE CASH RECEIVED: \_\_\_\_\_  
 REFUND DUE CITY: \_\_\_\_\_  
 REFUND DUE EMPLOYEE: \_\_\_\_\_

TRAVEL APPROVED BY:

  
 DEPARTMENT SUPERVISOR  
 CITY MANAGER  
 (20 WITH CITY MANAGER  
 SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\* RECEIPT REQUIRED  
 REV 1/15 DLN

Dear Sir/Madam,

This form has been created in order to allow you to have third party expenses charged to your credit/debit card. Please provide all the information requested below to ensure prompt processing of your application. We ask you to please sign and date the form before submission. Please fax the completed form to the Front Desk at (813) 314-6624. Please call number (813) 221-4900 to inform Front Desk that fax is being sent so it can be retrieved in a timely manner. Do not send photocopy of the front or back of the credit card with this form, as this is against credit card company regulations.

**Cardholder Information - Required**

Name as it appears on the credit/debit card: \_\_\_\_\_

Card type:  Visa  MC  Amex  Diners/CB  Discover  JCB

Account type:  Personal  Corporate | Company Name: \_\_\_\_\_

Issuing Bank: \_\_\_\_\_ Phone #: \_\_\_\_\_

Account number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Address: (where statement is mailed) \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax or alternate number: \_\_\_\_\_

E-mail Address for Folio to be sent to \_\_\_\_\_

**Guest Information - Required**

Guest name: \_\_\_\_\_

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

City, State and Zip: \_\_\_\_\_

Company: \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax or alternate number: \_\_\_\_\_

Confirmation number: \_\_\_\_\_

Arrival date: \_\_\_\_\_ Departure date: \_\_\_\_\_

Relation to cardholder:  Relative  Friend  Business Associate  Other: \_\_\_\_\_

**Rate Information and Approved Charges - Required**

Room rate:\* \_\_\_\_\_ Taxes:\* \_\_\_\_\_ Total daily rate:\* \_\_\_\_\_ Number of nights: \_\_\_\_\_

\* (Rate and tax amount must be provided by a hotel representative in order to complete this form)

- All Charges  Room & Tax  Telephone (L.D.)  Telephone (Local)  Restaurant
- Room Service  Valet (Laundry)  Parking  HS Internet Access  Movies
- Other: \_\_\_\_\_

Cardholder name: (Printed) \_\_\_\_\_

Cardholder signature: \_\_\_\_\_ Date: \_\_\_\_\_

I certify that all information is complete and accurate. I hereby authorize (ENTER YOUR PROPERTY NAME HERE) to collect payment for all charges as indicated in the Rate Information and Approved Charges section of this form by processing a charge to the credit/debit card listed above. Charges must not exceed \_\_\_\_\_ for the entire stay/event. I understand that a new form will have to be completed if guest wishes to extend his/her stay. I certify that I am the authorized signer of the credit/debit card listed above.

Florida

Attorney General  
Pam Bondi



Florida Consortium of Urban League Affiliates  
Derrick Brooks Charities

30th National Conference on  
Preventing Crime in  
the Black Community  
May 27 - 29, 2015, Tampa, Florida

### Conference Sponsors/Hosts

#### Platinum Level Sponsors

Derrick Brooks Charities  
Florida Consortium of Urban League Affiliates  
Florida Department of Corrections  
Florida Department of Juvenile Justice  
Palm Beach County Sheriff's Office

#### Gold Level Sponsors

Florida A & M University  
Florida Commission on Offender Review  
Florida Department of Children and Families  
Florida Department of Education  
Florida Department of Health

#### Silver Level Sponsors

Florida Cotton  
Florida Sheriff's Association  
Star and Shield Insurance Exchange

#### Hosts

BAYS Florida  
Big Brothers/Big Sisters of Tampa Bay, Incorporated  
Boys and Girls Clubs of Tampa Bay  
Children's Board of Hillsborough County  
Clearwater Police Department  
Crime Stoppers of Tampa Bay, Incorporated  
Derrick Brooks Charities Youth Programs  
Federal Bureau of Investigation, Tampa Regional Office  
Florida Department of Children and Families, Suncoast Region  
Florida Department of Corrections, Region 6  
Florida Highway Patrol, Troop C  
Get It Straight Foundation  
Juvenile Diversion Programs, Thirteenth Judicial Circuit  
Haines City Police Department  
Hillsborough County Sheriff's Office  
Juvenile Welfare Board of Hillsborough County  
Manatee County Sheriff's Office  
Men Against Destruction/Defending Against  
Drugs and Social Disorder (MADDADS)  
Minority Law Enforcement Council of Palm Beach County

Ocala Police Department  
Office of the Public Defender, Hillsborough County  
Office of Senator Arthenia Joyner, Florida Senate,  
District 19  
Office of the State Attorney, Sixth Judicial Circuit  
Office of the State Attorney, Thirteenth Judicial Circuit  
Office of the United States Attorney, Middle  
District of Florida  
Orange County Sheriff's Office  
Plant City Police Department  
Pinellas County Sheriff's Office  
Pinellas County Urban League  
Police Athletic League of Tampa, Incorporated  
Saint Petersburg Police Department  
Temple Terrace Police Department  
Tampa International Airport Police Department  
Tampa Police Department  
Urban League of Palm Beach County  
Visit Tampa Bay

### What is the conference about?

The 30th National Conference on Preventing Crime in the Black Community is sponsored by Attorney General Pam Bondi in conjunction with the Florida Consortium of Urban League Affiliates and Derrick Brooks Charities. Its purpose is to promote communication and encourage action among practitioners through the sharing of innovative ideas and prevention strategies. It brings together law enforcement officers, faith-based and community leaders, local and state government professionals, and educators. A major component of the program involves initiatives and strategies that provide alternatives to violence among our young people. The agenda is designed to protect victims and promote positive solutions. Over 1300 people attended last year's conference in Jacksonville.

### Who should attend?

Concerned citizens (adults and teens), and professionals from law enforcement, juvenile justice, corrections, victim services, educational institutions, local, state, and federal governments, religious and social services, labor and employment relations.

### Why should YOU attend?

Learn from subject matter experts; network with colleagues and friends from other programs; identify successful programs for your community; professional and personal development.

### When and Where?

Tampa Marriott Waterside Hotel & Marina

700 South Florida Avenue

Tampa, Florida 33602

(813) 221-4900 or (888) 789-3090

Online Registration Web Link: [https://resweb.passkey.com/Resweb.do?mode=welcome\\_ei\\_new&eventID=12251822](https://resweb.passkey.com/Resweb.do?mode=welcome_ei_new&eventID=12251822)

\$93.00 (plus tax) Guest Room Rate, single/double occupancy

Reservation Deadline: April 24, 2015

Valet Parking (overnight guests): \$15.00 (in/out privileges)

Daily Parking (non overnight guests): \$8.00/ Daily Self Parking (private lot across from hotel): \$12.00



# 30th National Conference on Preventing Crime in the Black Community May 27-29, 2015, Tampa, Florida

## Conference Schedule



The Honorable Pam Bondi

**The Honorable Pam Bondi, Florida Attorney General**

You are invited to come and meet Florida's 37th Attorney General and first woman to serve in this capacity as she opens this 30th National Conference. As she begins her 2nd term, she looks forward to sharing her thoughts and priorities about the crime and violence issues in Florida.



Derrick Brooks  
Derrick Brooks Charities

Mr. Derrick Brooks is the NFL Star of the Tampa Bay Buccaneers, National TV and radio Commentator, and a member of the 2004 class of inductees into the Professional Football Hall of Fame. Derrick is also President and CEO of Derrick Brooks Charities. Whether on the field, behind the mic, or in the community, Derrick Brooks has demonstrated that he is a leader and role model worthy of imitation.



Robbi Montgomery

In the 1960s-1970s, Ms. Robbi Marie Montgomery enjoyed a successful musical career which included singing background for the Beatles, and for Ike and Tina Turner as one of the famous "Ikettes." At age thirty-six, she lost her singing voice due to asthma, and found her oldest son, Andre, dead. That was the worst thing that she ever endured, and was a low point in her life. Although still hurting very badly, she knew in her heart that she had to move on. In 1988, she opened a restaurant called "Sweetie Pie's," and it has been open ever since. It has been named the number one soul food restaurant in Saint Louis, Missouri. In October 2011, OWN (The Oprah Winfrey Network) launched a reality television series that follows the Montgomery family as they struggle with the demands of being African-American entrepreneurs. Ms. Montgomery will share her story, and the lessons she has learned from an incredible life.

The Honorable David A. Clarke, Jr. has spent the last three-and-a-half decades in law enforcement serving the people of Milwaukee. In 2002, Sheriff Clarke was appointed as the 64th Sheriff of Milwaukee County by Governor Scott McCallum, and later elected that same year to his first of three, four-year terms. Sheriff Clarke was honored in May 2013, with the Sheriff of the Year Award from the Constitutional Sheriffs and Peace Officers Association for "demonstrating true leadership and courage." Many national organizations and news outlets have interviewed Sheriff Clarke as an expert on law enforcement, Second Amendment, and homeland security issues, including: CNN, Fox News, Glenn Beck, The Washington Times, The Washington Post, National Public Radio, Politico.com, National Rifle Association, Conservative Political Action Conference, and the U.S. Concealed Carry Association.



The Honorable  
David A. Clarke, Jr.

### Wednesday, May 27, 2015

08:30 a.m. - 06:00 p.m. Registration Opens  
12:00 p.m. - Job/Resource/Vendor Fairs Opens

### Thursday, May 28, 2015

08:00 a.m. - 05:00 p.m. Registration Continued  
Job/Resource/Vendor Fairs Continued  
09:00 a.m. - 10:30 a.m. Opening Plenary Session  
Remarks: The Honorable Pam Bondi,  
Florida Attorney General  
10:30 a.m. - 10:45 a.m. Break  
10:45 a.m. - 11:45 a.m. Keynote Address: Mr. Derrick Brooks, Derrick Brooks Charities  
12:00 p.m. - 02:00 p.m. Luncheon A (Adults)  
Keynote Address: Ms. Robbi Montgomery  
12:00 p.m. - 02:00 p.m. Luncheon B (Teens/Chaperons)  
Keynote Address  
02:00 p.m. - 05:15 p.m. Concurrent Sessions A-L (Adults/Teens)

### Friday, May 29, 2015

07:30 a.m. - 5:00 p.m. Registration Continued  
Job/Resource/Vendor Fairs Continued  
08:30 a.m. - 12:00 p.m. Concurrent Sessions M-X (Adults/Teens)  
12:00 p.m. - 02:00 p.m. Luncheon A (Adults)  
Keynote Address: The Honorable David A. Clarke, Jr.  
Sheriff, Milwaukee County, WI  
12:00 p.m. - 02:00 p.m. Luncheon B (Teens/Chaperons)  
Keynote Address  
02:00 p.m. - 03:30 p.m. Concurrent Sessions Y-DD (Adults/Teens)  
03:45 p.m. - 05:15 p.m. Youth Speak-up, Speak-out Plenary Session  
03:00 p.m. - 07:00 p.m. Issuance of Certificates  
07:00 p.m. - 11:00 p.m. Youth Anti-Crime Rally

Visit: [preventblackcrime.com](http://preventblackcrime.com), for full schedule

For more information, contact any of the following agencies:

Office of the Florida Attorney General – Daniel Gilmore, (850) 414-3350

Derrick Brooks Charities – Darrell B. Daniels, (813) 241-1415

Hillsborough County Sheriff's Office – Major Willie Parker, Jr., (813) 247-8289

30th National Conference on Preventing Crime in the Black Community  
Registration Form  
preventblackcrime.com

If registration fee received by May 13, 2015.....\$265.00  
(includes two luncheons and conference materials)

If registration fee received after May 13, 2015.....\$290.00  
(includes two luncheons and conference materials)

Teen registration if received by May 13, 2015.....\$150.00  
(includes two luncheons and conference materials)

Teen registration if received after May 13, 2015.....\$175.00  
(includes two luncheons and conference materials)

**Registration Information:** Registrations may be submitted on-line (preferably) at: [www.preventblackcrime.com](http://www.preventblackcrime.com); faxed to: (850) 413-0633; or mailed to: Preventing Crime in the Black Community Registration, Bureau of Criminal Justice Programs, Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050

**Deadlines and Cancellations:** After May 13, 2015, participants must register on-site (May 27-29). Luncheon tickets cannot be guaranteed for participants who register after May 13, 2015. Cancellations and requests for refunds must be received in writing no later than May 13, 2015. Refunds will not be processed until after June 30, 2015.

**Payment Information:** Conference participants can pay by check or money order. All checks and money orders should be made payable to the **URBAN LEAGUE OF BROWARD COUNTY, INC.** (FEID NO. 59-1564384). Checks or money orders made payable to the **URBAN LEAGUE OF BROWARD COUNTY, INC.** should be received on or before May 13, 2015. Mail to: Preventing Crime in the Black Community Registration, Bureau of Criminal Justice Programs, Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050. Telephone (850) 414-3350.

**PAYMENT NOTE FOR STATE AGENCIES:** Florida state agencies must pay by check or money order made payable to the **URBAN LEAGUE OF BROWARD COUNTY, INC.** (Journal Transfers are not acceptable)

**NOTE: Do not mail any payments (checks, money orders), registration forms, or other correspondence directly to the URBAN LEAGUE OF BROWARD COUNTY, INC.**

**Teen Registration:** All teen participants must be accompanied by a registered adult chaperon. For one teen please use the form below; for two or more teens, use the "Group Registration" form located at: [www.preventblackcrime.com](http://www.preventblackcrime.com), FORMS. Teens cannot register themselves.

Adult  - Full Conference Reg. - \$265.00 Teen  - Grades 6-12, Full Conference Reg. - \$150.00  
Teen Chaperon  - Full Conference Reg. - \$265.00 Email: [amartin@city-ftpierce.com](mailto:amartin@city-ftpierce.com)

NOTE: Other Registration Types Must Register at: [www.preventblackcrime.com](http://www.preventblackcrime.com)

Mr.  Ms.  Last Name: Sessions First Name: Reginald M.I.

Job Title: Commissioner Agency: City of Fort Pierce

Mailing Address: 100 N US Hwy 1 / P.O. Box 1480

City: Fort Pierce County: St Lucie State: FL Zip Code: 34954

Daytime

Telephone: (772) 467-3066 Are you a sworn law enforcement officer? Yes  No   
(Area Code) Number

Describe any special accommodations that you may require to participate in the conference pursuant to the Americans with Disabilities Act (ADA):

Office of Attorney General Pam Bondi  
Bureau of Criminal Justice Programs  
PL-01, The Capitol  
Tallahassee, FL 32399-1050

PRESORTED STANDARD  
U.S. POSTAGE PAID  
TALLAHASSEE, FL  
PERMIT NO. 174

## YOUTH SPEAK-UP SPEAK-OUT

The Youth Speak-Up, Speak-Out is a joint training session involving both teens and adults on Friday afternoon. It is designed to be a thought-provoking exploration of crime and violence issues, as well as, the choices and consequences that young people make. Participants will participate in an open discussion that will allow everyone to share their experiences and insight on factors that contribute to crime and violence. It will be facilitated by Mr. Malik Yoba, actor, writer and youth activist. Please join us. We want to hear from as many teens in attendance as possible. There will also be door prizes and other surprises!!!!!!!!!!!!!!

Malik Yoba is a well known actor and writer who can be seen most recently in the 2015 FOX television series "Empire". He came of age in the crime-ridden ghettos of the Bronx and Harlem, and thus empathizes deeply, with troubled inner-city youth. As his schedule permits, he devotes much of his time to volunteering, and giving back to youth organizations and schools. He has truly learned to not only "talk-the-talk," but also "walk-the-walk."



Malik Yoba





The Tampa Marriott Waterside Hotel & Marina Reservation Confirmation <Watchdog: Virus checked>  
The Tampa Marriott Waterside Hotel & Marina Team  
to:  
amartin  
03/26/2015 10:51 AM  
Hide Details  
From: The Tampa Marriott Waterside Hotel & Marina Team <groupcampaigns@pkghlrss.com>  
To: <amartin@city-ftpierce.com>  
Please respond to <tracking@pkghlrss.com>  
Security:  
Some images were prevented from loading. Show Images

### Tampa Marriott Waterside Hotel & Marina

700 South Florida Ave  
Tampa, FL 33602 US  
Phone: 1-888-268-1616 Fax: 813-204-6349

---

### Reservation for REGINALD SESSIONS

**Online Confirmation Number: 32C4KHZP**  
**Marriott Confirmation Number: 86896769**  
**Check-in: 27-May-2015 (Check-in time: 4:00 PM)**  
**Check-out: 30-May-2015 (Check-out time: 12:00 PM)**



[View Hotel Website](#)

[Maps & Transportation](#)

# Reservation Confirmation

Dear REGINALD SESSIONS,

We are pleased to confirm your reservation with Marriott. Below is a summary of your booking and room information. We look forward to making your stay gratifying and memorable. When you're traveling away from home you can always count on Marriott.

Tampa Marriott Waterside Hotel & Marina

## Planning Your Trip

- [Visit Tampa area](#)

## Reservation Details

**Confirmation number: 32C4KHZP**  
**Your hotel:** Tampa Marriott Waterside Hotel & Marina  
**Check-in:** 27-May-2015 (Check-in time: 3:00 PM)  
**Check-out:** 30-May-2015 (Check-out time: 12:00 PM)  
**Room type:** Standard Room

**Number of rooms:** 1  
**Guests per room:** 1  
**Guest name:** REGINALD SESSIONS  
**Reservation confirmed:** 26-Mar-2015  
**Guarantee method:** Credit Card

Summary of Room Charges	Cost per night per room (USD)
27-May-2015 - 30-May-2015	93.00
Estimated taxes and fees	Rates do not include 12% tax (subject to change).
<b>Total for stay (for all rooms) not including applicable taxes/fees</b>	<b>279.00</b>
Tampa Marriott Waterside Hotel & Marina will make every effort to accomodate the below requests, however they are not guaranteed. <ul style="list-style-type: none"> <li>Reservations must be cancelled by 6pm day of arrival in order to avoid a one night's room/tax charge.KING BED</li> </ul>	

### Canceling your Reservation

Reservations must be cancelled by 6pm day of arrival in order to avoid a one night's room/tax charge.

You may modify or cancel your reservation [here](#) or call 888-789-3090 in the US and Canada. Elsewhere, call . Contact us if you have any questions about your reservation.

### Travel Alerts

Please Note: All Marriott hotels in the USA and Canada, are committed to a smoke-free policy. [Learn More](#)

### Internet Privacy, Authenticity

Your privacy is important to us. [Please visit our Internet Privacy Statement for full details.](#) This email confirmation is an auto-generated message. Replies to automated messages are not monitored.

This email was sent by Passkey International, Inc.  
 On behalf of:  
 Tampa Marriott Waterside Hotel & Marina

**City Commission Regular Meeting**

**Agenda Item # 9. i.**

**Meeting Date:** 04/20/2015

**Re:** Alexander Travel

---

**SUBJECT:**

Approval of travel expenses in the amount of \$898.78 for Commissioner Alexander to attend the 30th Annual National Conference on Preventing Crime in the Black Community being held May 27 - 30, 2015, in Tampa, Florida.

**SUMMARY:**

The 30th National Preventing Crime in the Black Community Conference is a collaborative effort sponsored by Attorney General Pam Bondi to foster communication and action among practitioners through the sharing of innovative ideas and prevention strategies that have been successful in the black community. A major component of the program will be directed toward alternatives to violence among our young people. The agenda is designed to showcase successful programs and promote a positive exchange of ideas on the subject. Over 1300 people attended last year in Jacksonville .

**RECOMMENDATION:**

Approve Commissioner Alexander's travel.

**ALTERNATIVES:**

Deny approval.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

n/a

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2015  
**Account:** 00110005114030  
**Amount:** 898.78

**OTHER INFORMATION:**

Sufficient funds exist for this travel.

---

**Attachments**

Alexander Travel

---

**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 04/14/2015

**Reviewed By**

Robert Bradshaw

**Date**

04/14/2015 10:00 AM

Started On: 04/07/2015 09:36 AM

**REGISTRATION INFORMATION**

Bureau of Criminal Justice Programs  
Office of Attorney General PL-01  
The Capital, Tallahassee, FL 32399  
(850) 414-3350

**TRAVEL EXPENSE STATEMENT**

**HOTEL INFORMATION**

Tampa Marriot Waterside Hotel & Marina  
700 South Florida Avenue  
Tampa, FL 33602  
(813) 221-4900 or (888) 789-3090

DATE: **3/26/2015**

1. TRAVELER'S NAME: Rufus Alexander  
2. DEPARTURE DATE: 5/27/2015  
3. RETURN DATE: 5/30/2015  
4. DESTINATION: Tampa, FL  
5. CODE CHARGE: 001-1000-511-40-30  
6. AMT BUDGETED: \_\_\_\_\_

DEPARTMENT: Commission  
DEPARTURE TIME: 12:00 p.m.  
RETURN TIME: 12:00 p.m.  
PURPOSE: Attend the 30th National Conference on Preventing Crime in the Black Community

7. BALANCE AVAILABLE: \_\_\_\_\_

Expenses must comply with City Code of Ordinances 1-158.  
Per Diem Allowance \$50.00 or \$12.50 per quarter day.  
Class A Travel 24-hour day.

Hotel # (904) 940-8000

- \* REGISTRATION FEE:
- \* HOTEL BILL: Confirmation # 32C4KHVF
- BAGGAGE ALLOWANCE (\$5 PER PERSON)
- \* COMMUNICATION:
- \* FARES: AIR FARE
- \* TAXI, BUS
- \* CAR RENTAL
- \* MILEAGE @ 0.575 305.8
- \* GASOLINE EXPENSE
- \* TOLL ROAD FEES OR PARKING FEES
- \* MISC. EXPENSES

- MEALS
- 3 BREAKFAST @ \$8.00
  - 0 LUNCH @ \$8.00
  - 3 DINNER @ \$20.00
  - SPECIAL LUNCHEON/BANQUET
  - 6.5% STATE TAX
  - 15% GRATUITIES

PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
265.00			
	279.00		
		5.00	
		175.84	
		72.00	
		24.00	
		0.00	
		60.00	
		0.00	
		5.46	
		12.60	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.  
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.  
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

**TOTALS**

265.00	279.00	354.90	
--------	--------	--------	--

ADVANCE CASH RECEIVED: \_\_\_\_\_  
REFUND DUE CITY: \_\_\_\_\_  
REFUND DUE EMPLOYEE: \_\_\_\_\_

TRAVEL APPROVED BY: *[Signature]*  
DEPARTMENT SUPERVISOR  
*[Signature]*  
CITY MANAGER  
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Florida

Attorney General  
**Pam Bondi**



Florida Consortium of Urban League Affiliates  
Derrick Brooks Charities

30th National Conference on  
Preventing Crime in  
the Black Community  
May 27 - 29, 2015, Tampa, Florida

### Conference Sponsors/Hosts

#### Platinum Level Sponsors

Derrick Brooks Charities  
Florida Consortium of Urban League Affiliates  
Florida Department of Corrections  
Florida Department of Juvenile Justice  
Palm Beach County Sheriff's Office

#### Gold Level Sponsors

Florida A & M University  
Florida Commission on Offender Review  
Florida Department of Children and Families  
Florida Department of Education  
Florida Department of Health

#### Silver Level Sponsors

Florida Lottery  
Florida Sheriff's Association  
Star and Shield Insurance Exchange

#### Hosts

BAYS Florida  
Big Brothers/Big Sisters of Tampa Bay, Incorporated  
Boys and Girls Clubs of Tampa Bay  
Children's Board of Hillsborough County  
Clearwater Police Department  
Crime Stoppers of Tampa Bay, Incorporated  
Derrick Brooks Charities Youth Programs  
Federal Bureau of Investigation, Tampa Regional Office  
Florida Department of Children and Families, Suncoast Region  
Florida Department of Corrections, Region 6  
Florida Highway Patrol, Troop C  
Get it Straight Foundation  
Juvenile Diversion Programs, Thirteenth Judicial Circuit  
Haines City Police Department  
Hillsborough County Sheriff's Office  
Juvenile Welfare Board of Hillsborough County  
Manatee County Sheriff's Office  
Men Against Domestic Violence/Defending Against  
Drugs and Social Disorder (MADD/ADS)  
Minority Law Enforcement Council of Palm Beach County

Ocala Police Department  
Office of the Public Defender, Hillsborough County  
Office of Senator Arthenia Joyner, Florida Senate,  
District 19  
Office of the State Attorney, Sixth Judicial Circuit  
Office of the State Attorney, Thirteenth Judicial Circuit  
Office of the United States Attorney, Middle  
District of Florida  
Orange County Sheriff's Office  
Plant City Police Department  
Pinellas County Sheriff's Office  
Pinellas County Urban League  
Police Athletic League of Tampa, Incorporated  
Saint Petersburg Police Department  
Temple Terrace Police Department  
Tampa International Airport Police Department  
Tampa Police Department  
Urban League of Palm Beach County  
Visit Tampa Bay

### What is the conference about?

The 30th National Conference on Preventing Crime in the Black Community is sponsored by Attorney General Pam Bondi in conjunction with the Florida Consortium of Urban League Affiliates and Derrick Brooks Charities. Its purpose is to promote communication and encourage action among practitioners through the sharing of innovative ideas and prevention strategies. It brings together law enforcement officers, faith-based and community leaders, local and state government professionals, and educators. A major component of the program involves initiatives and strategies that provide alternatives to violence among our young people. The agenda is designed to protect victims and promote positive solutions. Over 1300 people attended last year's conference in Jacksonville.

### Who should attend?

Concerned citizens (adults and teens), and professionals from law enforcement, juvenile justice, corrections, victim services, educational institutions, local, state, and federal governments, religious and social services, labor and employment relations.

### Why should YOU attend?

Learn from subject matter experts; network with colleagues and friends from other programs; identify successful programs for your community; professional and personal development.

### When and Where?

Tampa Marriott Waterside Hotel & Marina

700 South Florida Avenue

Tampa, Florida 33602

(813) 221-4900 or (888) 789-3090

Online Registration Web Link: [https://resweb.passkey.com/Resweb.do?mode=welcom\\_ei\\_new&eventID=12251822](https://resweb.passkey.com/Resweb.do?mode=welcom_ei_new&eventID=12251822)

\$93.00 (plus tax) Guest Room Rate, single/double occupancy

Reservation Deadline: April 24, 2015

Valet Parking (overnight guests): \$15.00 (in/out privileges)

Daily Parking (non overnight guests): \$8.00/ Daily Self Parking (private lot across from hotel): \$12.00



# 30th National Conference on Preventing Crime in the Black Community May 27-29, 2015, Tampa, Florida

## Conference Schedule



The Honorable Pam Bondi

**The Honorable Pam Bondi, Florida Attorney General**

You are invited to come and meet Florida's 37th Attorney General and first woman to serve in this capacity as she opens this 30th National Conference. As she begins her 2nd term, she looks forward to sharing her thoughts and priorities about the crime and violence issues in Florida.



Derrick Brooks  
Derrick Brooks Charities

Mr. Derrick Brooks is the NFL Star of the Tampa Bay Buccaneers, National TV and radio Commentator, and a member of the 2014 class of inductees into the Professional Football Hall of Fame. Derrick is also President and CEO of Derrick Brooks Charities. Whether on the field, behind the mic, or in the community, Derrick Brooks has demonstrated that he is a leader and role model worthy of imitation.



Robbi Montgomery

In the 1960s -1970s, Ms. Robbi Marie Montgomery enjoyed a successful musical career which included singing background for the Beeles, and for Ike and Tina Turner as one of the famous "Ikettes." At age thirty-six, she lost her singing voice due to asthma, and found her oldest son, Andre, dead. That was the worst thing that she ever endured, and was a low point in her life. Although still hurting very badly, she knew in her heart that she had to move on. In 1988, she opened a restaurant called "Sweetie Pie's," and it has been open ever since. It has been named the number one soul food restaurant in Saint Louis, Missouri. In October 2011, OWN (The Oprah Winfrey Network) launched a reality television series that follows the Montgomery family as they struggle with the demands of being African-American entrepreneurs. Ms. Montgomery will share her story, and the lessons she has learned from an incredible life.

The Honorable David A. Clarke, Jr. has spent the last three-and-a-half decades in law enforcement serving the people of Milwaukee. In 2002, Sheriff Clarke was appointed as the 64th Sheriff of Milwaukee County by Governor Scott McCallum, and later, elected that same year to his first of three, four-year terms. Sheriff Clarke was honored in May 2013, with the Sheriff of the Year Award from the Constitutional Sheriffs and Peace Officers Association for "demonstrating true leadership and courage." Many national organizations and news outlets have interviewed Sheriff Clarke as an expert on law enforcement, Second Amendment, and homeland security issues, including: CNN, Fox News, Glenn Beck, The Washington Times, The Washington Post, National Public Radio, Politico.com, National Rifle Association, Conservative Political Action Conference, and the US Concealed Carry Association.



The Honorable  
David A. Clarke, Jr.

### Wednesday, May 27, 2015

08:30 a.m. - 06:00 p.m. Registration Opens  
12:00 p.m. - Job/Resource/Vendor Fairs Opens

### Thursday, May 28, 2015

08:00 a.m. - 05:00 p.m. Registration Continued  
Job/Resource/Vendor Fairs Continued  
09:00 a.m. - 10:30 a.m. Opening Plenary Session  
Remarks: The Honorable Pam Bondi,  
Florida Attorney General  
10:30 a.m. - 10:45 a.m. Break  
10:45 a.m. - 11:45 a.m. Keynote Address: Mr. Derrick Brooks, Derrick Brooks Charities  
12:00 p.m. - 02:00 p.m. Luncheon A (Adults)  
Keynote Address: Ms. Robbi Montgomery  
12:00 p.m. - 02:00 p.m. Luncheon B (Teens/Chaperons)  
Keynote Address  
02:00 p.m. - 05:15 p.m. Concurrent Sessions A-L (Adults/Teens)

### Friday, May 29, 2015

07:30 a.m. - 5:00 p.m. Registration Continued  
Job/Resource/Vendor Fairs Continued  
08:30 a.m. - 12:00 p.m. Concurrent Sessions M-X (Adults/Teens)  
12:00 p.m. - 02:00 p.m. Luncheon A (Adults)  
Keynote Address: The Honorable David A. Clarke, Jr.  
Sheriff, Milwaukee County, WI  
12:00 p.m. - 02:00 p.m. Luncheon B (Teens/Chaperons)  
Keynote Address  
02:00 p.m. - 03:30 p.m. Concurrent Sessions Y-DD (Adults/Teens)  
03:45 p.m. - 05:15 p.m. Youth Speak-up, Speak-out Plenary Session  
03:00 p.m. - 07:00 p.m. Issuance of Certificates  
07:00 p.m. - 11:00 p.m. Youth Anti-Crime Rally

Visit: [preventblackcrime.com](http://preventblackcrime.com), for full schedule

For more information, contact any of the following agencies:

Office of the Florida Attorney General – Daniel Gilmore, (850) 414-3350

Derrick Brooks Charities – Darrell B. Daniels, (813) 241-1415

Hillsborough County Sheriff's Office – Major Willie Parker, Jr., (813) 247-8289

30th National Conference on Preventing Crime in the Black Community  
Registration Form  
preventblackcrime.com

- If registration fee received by May 13, 2015.....\$265.00  
(includes two luncheons and conference materials)
- If registration fee received after May 13, 2015.....\$290.00  
(includes two luncheons and conference materials)
- Teen registration if received by May 13, 2015.....\$150.00  
(includes two luncheons and conference materials)
- Teen registration if received after May 13, 2015.....\$175.00  
(includes two luncheons and conference materials)

**Registration Information:** Registrations may be submitted on-line (preferably) at: [www.preventblackcrime.com](http://www.preventblackcrime.com); faxed to: (850) 413-0633; or mailed to: Preventing Crime in the Black Community Registration, Bureau of Criminal Justice Programs, Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050

**Deadlines and Cancellations:** After May 13, 2015, participants must register on-site (May 27-29). Luncheon tickets cannot be guaranteed for participants who register after May 13, 2015. Cancellations and requests for refunds must be received in writing no later than May 13, 2015. Refunds will not be processed until after June 30, 2015.

**Payment Information:** Conference participants can pay by check or money order. All checks and money orders should be made payable to the **URBAN LEAGUE OF BROWARD COUNTY, INC.** (FEID NO. 59-1564384). Checks or money orders made payable to the **URBAN LEAGUE OF BROWARD COUNTY, INC.** should be received on or before May 13, 2015. Mail to: Preventing Crime in the Black Community Registration, Bureau of Criminal Justice Programs, Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050. Telephone (850) 414-3350.

**PAYMENT NOTE FOR STATE AGENCIES:** Florida state agencies must pay by check or money order made payable to the **URBAN LEAGUE OF BROWARD COUNTY, INC.** (Journal Transfers are not acceptable)

**NOTE: Do not mail any payments (checks, money orders), registration forms, or other correspondence directly to the URBAN LEAGUE OF BROWARD COUNTY, INC.**

**Teen Registration:** All teen participants must be accompanied by a registered adult chaperon. For one teen please use the form below; for two or more teens, use the "Group Registration" form located at: [www.preventblackcrime.com](http://www.preventblackcrime.com), FORMS. Teens cannot register themselves.

Adult  - Full Conference Reg. - \$265.00 Teen  - Grades 6-12, Full Conference Reg. - \$150.00  
Teen Chaperon  - Full Conference Reg. - \$265.00 Email: [amartin@city-ftpierce.com](mailto:amartin@city-ftpierce.com)

NOTE: Other Registration Types Must Register at: [www.preventblackcrime.com](http://www.preventblackcrime.com)

Mr.  Ms.  Last Name: Alexander First Name: Rufus M.I. \_\_\_\_\_

Job Title: Commissioner Agency: City of Fort Pierce

Mailing Address: 100 N US Hwy 1 / P.O. Box 1480

City: Fort Pierce County: St Lucie State: FL Zip Code: 34954

Daytime

Telephone: (772) 467-3066 Are you a sworn law enforcement officer? Yes  No   
(Area Code) Number

Describe any special accommodations that you may require to participate in the conference pursuant to the Americans with Disabilities Act (ADA): \_\_\_\_\_

Office of Attorney General Pam Bondi  
Bureau of Criminal Justice Programs  
PL-01, The Capitol  
Tallahassee, FL 32399-1050

PRESORTED STANDARD  
U.S. POSTAGE PAID  
TALLAHASSEE, FL  
PERMIT NO. 174

## YOUTH SPEAK-UP SPEAK-OUT

The Youth Speak-Up, Speak-Out is a joint training session involving both teens and adults on Friday afternoon. It is designed to be a thought-provoking exploration of crime and violence issues, as well as, the choices and consequences that young people make. Participants will participate in an open discussion that will allow everyone to share their experiences and insight on factors that contribute to crime and violence. It will be facilitated by Mr. Malik Yoba, actor, writer and youth activist. Please join us. We want to hear from as many teens in attendance as possible. There will also be door prizes and other surprises!!!!!!!!!!!!

Malik Yoba is a well known actor and writer who can be seen most recently in the 2015 FOX television series "Empire". He came of age in the crime-ridden ghettos of the Bronx and Harlem, and thus empathizes deeply, with troubled inner-city youth. As his schedule permits, he devotes much of his time to volunteering, and giving back to youth organizations and schools. He has truly learned to not only "talk-the-talk," but also "walk-the-walk."



Malik Yoba





The Tampa Marriott Waterside Hotel & Marina Reservation Confirmation <Watchdog: Virus checked>  
 The Tampa Marriott Waterside Hotel & Marina Team  
 to:  
 amartin  
 03/26/2015 10:46 AM  
 Hide Details  
 From: The Tampa Marriott Waterside Hotel & Marina Team <groupcampaigns@pkghlrs.com>  
 To: <amartin@city-ftpierce.com>  
 Please respond to <tracking@pkghlrs.com>  
 Security:  
 Some images were prevented from loading. Show Images

Tampa Marriott Waterside Hotel & Marina

700 South Florida Ave  
 Tampa, FL 33602 US  
 Phone: 1-888-268-1616 Fax: 813-204-6349

*Reserved for King*  
 \_\_\_\_\_  
*No guarantees*

Reservation for RUFUS ALEXANDER

**Online Confirmation Number: 32C4KHVF**  
**Marriott Confirmation Number: 86891157**  
**Check-in: 27-May-2015 (Check-in time: 4:00 PM)**  
**Check-out: 30-May-2015 (Check-out time: 12:00 PM)**



[View Hotel Website](#)

[Maps & Transportation](#)

# Reservation Confirmation

Dear RUFUS ALEXANDER,

We are pleased to confirm your reservation with Marriott. Below is a summary of your booking and room information. We look forward to making your stay gratifying and memorable. When you're traveling away from home you can always count on Marriott.

Tampa Marriott Waterside Hotel & Marina

## Planning Your Trip

- [Visit Tampa area](#)

## Reservation Details

**Confirmation number: 32C4KHVF**  
**Your hotel:** Tampa Marriott Waterside Hotel & Marina  
**Check-in:** 27-May-2015 (Check-in time: 3:00 PM)  
**Check-out:** 30-May-2015 (Check-out time: 12:00 PM)  
**Room type:** Standard Room

**Number of rooms:** 1  
**Guests per room:** 1  
**Guest name:** RUFUS ALEXANDER  
**Reservation confirmed:** 26-Mar-2015  
**Guarantee method:** Credit Card

Summary of Room Charges	Cost per night per room (USD)
27-May-2015 - 30-May-2015	93.00
Estimated taxes and fees	Rates do not include 12% tax (subject to change).
<b>Total for stay (for all rooms) not including applicable taxes/fees</b>	<b>279.00</b>
Tampa Marriott Waterside Hotel & Marina will make every effort to accomodate the below requests, however they are not guaranteed. <ul style="list-style-type: none"> <li>Reservations must be cancelled by 6pm day of arrival in order to avoid a one night's room/tax charge.KING BED</li> </ul>	

### Canceling your Reservation

Reservations must be cancelled by 6pm day of arrival in order to avoid a one night's room/tax charge.

You may modify or cancel your reservation [here](#) or call 888-789-3090 in the US and Canada. Elsewhere, call . Contact us if you have any questions about your reservation.

## Travel Alerts

Please Note: All Marriott hotels in the USA and Canada, are committed to a smoke-free policy. [Learn More](#)

### Internet Privacy, Authenticity

Your privacy is important to us. [Please visit our Internet Privacy Statement for full details.](#) This email confirmation is an auto-generated message. Replies to automated messages are not monitored.

This email was sent by Passkey International, Inc.  
 On behalf of:  
 Tampa Marriott Waterside Hotel & Marina

**City Commission Regular Meeting**

**Agenda Item # 9. j.**

**Meeting Date:** 04/20/2015

**Re:** Mayor Hudson Travel to FLC Legislative Action Days

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

**SUBJECT:**

Approval of Travel for Mayor Hudson to attend the Florida League of Cities Regional Summit Series - Economic Development Tools on August 11, 2015 in the amount of \$173.77.

**SUMMARY:**

Florida League of Cities Regional Summit Series provides real world guidance on the fundamentals and tools of realistic economic development. Elected officials can use them to guide strategies for sustainable economic development in their communities.

**RECOMMENDATION:**

Approve travel request.

**ALTERNATIVES:**

Deny travel request.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Mayor Linda Hudson

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2015  
**Account:** 001-100-511-4030  
**Amount:** 173.77

**OTHER INFORMATION:**

Sufficient funds exist in the budget.

**Attachments**

Hudson Travel

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Robert Bradshaw	02/25/2015 02:36 PM
City Manager	Robert Bradshaw	04/14/2015 10:00 AM

Form Started By: Linda Cox  
Final Approval Date: 04/14/2015

Started On: 02/19/2015 03:33 PM

REGISTRATION INFORMATION

HOTEL INFORMATION

TRAVEL EXPENSE STATEMENT

Florida League of Cities
P.O. Box 1757
Tallahassee, FL 32302-1757
(850) 222-3806

Winter Park Civic Center
1050 W. Morse Blvd
Winter Park, FL 34236

DATE: 3/19/2015

1. TRAVELER'S NAME: Linda Hudson
2. DEPARTURE DATE: 8/11/2015
3. RETURN DATE: 8/11/2015
4. DESTINATION: Winter Park, FL
5. CODE CHARGE: 001-1000-511-40-30
6. AMT BUDGETED:

DEPARTMENT: Mayor and Commission
DEPARTURE TIME: 6:00 a.m.
RETURN TIME: 5:30 p.m.
PURPOSE: 2015 FLC Regional Summit Series
Economic Development Tools

7. BALANCE AVAILABLE:

Expenses must comply with City Code of Ordinances 1-158.
Per Diem Allowance \$50.00 or \$12.50 per quarter day.
Class A Travel 24-hour day.

- \* REGISTRATION FEE:
\* HOTEL BILL: Confirmation #
BAGGAGE ALLOWANCE (\$5 PER PERSON)
\* COMMUNICATION:
\* FARES: AIR FARE
\* TAXI, BUS
\* CAR RENTAL
\* MILEAGE @ 0.575 254
\* GASOLINE EXPENSE
\* TOLL ROAD FEES OR PARKING FEES
\* MISC. EXPENSES

- MEALS
1 BREAKFAST @ \$8.00
LUNCH @ \$8.00 \*included
0 DINNER @ \$20.00
SPECIAL LUNCHEON/BANQUET
6.5% STATE TAX
15% GRATUITIES

Table with 4 columns: PREPAID EXPENSES, CREDIT CARD, ESTIMATED CASH EXPENSES, ACTUAL CASH EXPENSES. Includes rows for Mileage (146.05), Toll Road Fees (18.00), Breakfast (8.00), Lunch (0.00), Dinner (0.00), State Tax (0.52), and Gratuities (1.20).

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

TOTALS table with values: 0.00, 0.00, 173.77

ADVANCE CASH RECEIVED:
REFUND DUE CITY:
REFUND DUE EMPLOYEE:

TRAVEL APPROVED BY: [Signature]
DEPARTMENT SUPERVISOR
CITY MANAGER
(220 W. W. CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

[Sign Out](#) [Allison Martin](#) [Cart](#)

Keyword Search



# FLORIDA LEAGUE OF CITIES, INC.

[Events](#) [My Account](#)

Thank you for your payment. This web page is your receipt - please print a copy for your records.

Need help printing? Try the control-P key command: press and hold the control key (usually located on the bottom left of the keyboard), and then press the letter P.

## Order Confirmation

Florida League of Cities

Order Number      36700  
Order Date          3/24/2015  
Bill To                Allison Martin

Item	Quantity	Price	Total
- Linda Hudson When: 8/11/2015 - 8/11/2015 Where: Winter Park Civic Center 1050 W. Morse Blvd. Winter Park, FL 34236	1	0.00	0.00

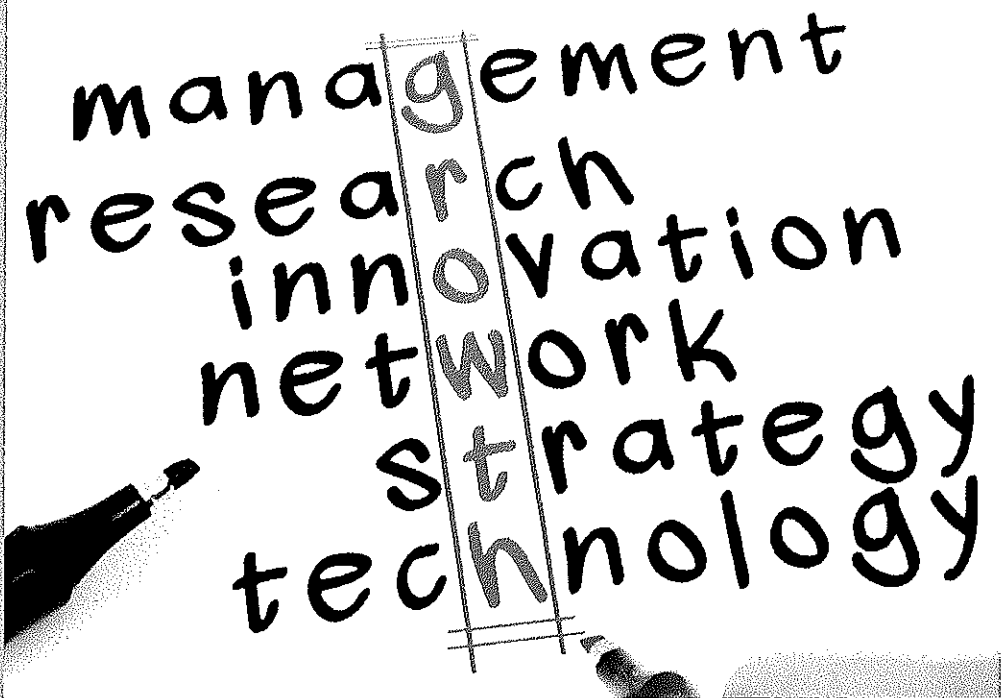
Transaction Grand Total      **0.00**

A confirmation is being sent to: [amartin@city-ftpierce.com](mailto:amartin@city-ftpierce.com)

Send another copy to:

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# Tools That Work for Economic Development

## GENERAL DESCRIPTION

Effective economic development requires leadership. Policy decisions, implementation strategy and economic reality ideally come together to achieve a community's economic development goals. This program provides real-world guidance on the fundamentals and tools of realistic economic development. Elected officials can use them to guide strategies for sustainable economic development in their communities.

## Speaker: Kevin S. Crowder, CEcD

Kevin Crowder is the director of economic development for Redevelopment Management Associates, an economic development and redevelopment consulting firm. He has practiced economic development in Florida for more than 20 years, which includes 15 years as the director of economic development and government affairs for the City of Miami Beach. Crowder serves on the Florida Redevelopment Association Board of Directors and is an IEDC-certified economic developer. His expertise includes public private partnerships, business improvement districts, market research, business and entrepreneurial assistance, private capital investment, redevelopment agency programs and government affairs.

This workshop will give participants an opportunity to network among themselves for best practices and innovations.

## DATES AND LOCATIONS

**April 7** (Registration deadline - 4/1/15)

**Location:** Florida League of Cities, Raymond C. Sittig Hall, Plaza Level, 301 S. Bronough Street, Tallahassee, FL 32301

**May 13** (Registration deadline - 5/6/15)

**Location:** Nova Southeastern University, Room 1124, Carl DeSantis Building - Knight Auditorium  
Main Campus Address: 3301 College Avenue, Davie, FL 33314

**June 26** (Registration deadline - 6/19/15)

**Location:** City of Sarasota City Hall, 1565 1st Street, Room 112, Sarasota, FL 34236

**August 11** (Registration deadline - 8/5/15)

**Location:** Winter Park Civic Center, 1050 W. Morse Blvd., Winter Park, FL 32789

## PROGRAM AGENDA

8:30 a.m.	Registration/Continental Breakfast
9:00 a.m.	Welcome and Introductions
9:15 a.m.	What Drives Economic Development?
10:00 a.m.	Managing and Funding Economic Development
10:45 a.m.	Break
11:00 a.m.	Real Estate and Public Private Partnerships
11:45 a.m.	Lunch
12:30 p.m.	Retention vs. Recruitment
1:00 p.m.	Branding for Business
1:45 p.m.	Break
2:00 p.m.	Measuring Economic Development
2:30 p.m.	Wrap Up Exercise - Economic Drivers and Opportunities
3:30 p.m.	Adjourn

**Who:** Municipal Elected Officials, Staff, City Managers, City Clerks

**What:** A one-day regional seminar: **Tools That Work for Economic Development**

**When:** Choose from five different dates

**Where:** Choose from five different locations

**Cost:** Free to elected municipal officials and staff from FLC member cities. However, please be sure to register ahead of time to guarantee a seat and a lunch. We cannot guarantee reservations after the cutoff date.

The FLC appreciates the local and regional leaders in each region for their support of these seminars and our sponsors.



## TO REGISTER

### Tools That Work for Economic Development

Each workshop is limited to the first 100 registrants. Participation is limited on a space-available basis, and to city affiliated interests.

**NOTE:** This year, the Florida League of Cities is using a new online registration system for the convenience of our members. This new system requires online registration for any FLC event. The good part is that for any event, a member need only remember a password and the system will recognize them and enter all the data for that person. This will streamline the process for people who are registering for others, as well as themselves. If you have any problems with the registration portal, please contact Carol Westmoreland at [cwestmoreland@flcities.com](mailto:cwestmoreland@flcities.com) or (850) 701-3608. We are working very hard to ensure a smooth transition for this system, and every new system has a learning curve. Thank you for your patience and please do let us know how we may be of assistance at any time.

#### Select your Economic Development summit location/date:

##### April 7 - Tallahassee

Register online at [https://members.flcities.com/FLC/Events/Event\\_Display.aspx?EventKey=FLCU040715](https://members.flcities.com/FLC/Events/Event_Display.aspx?EventKey=FLCU040715)

##### May 13 - Davie

Register online at [https://members.flcities.com/FLC/Events/Event\\_Display.aspx?EventKey=FLCU051315](https://members.flcities.com/FLC/Events/Event_Display.aspx?EventKey=FLCU051315)

##### June 26 - Sarasota

Register online at [https://members.flcities.com/FLC/Events/Event\\_Display.aspx?EventKey=FLCU062615](https://members.flcities.com/FLC/Events/Event_Display.aspx?EventKey=FLCU062615)

##### August 11 - Winter Park

Register online at [https://members.flcities.com/FLC/Events/Event\\_Display.aspx?EventKey=FLCU081115](https://members.flcities.com/FLC/Events/Event_Display.aspx?EventKey=FLCU081115)

(850)  
570 7206

**City Commission Regular Meeting**

**Agenda Item # 9. k.**

**Meeting Date:** 04/20/2015

**Re:** Chief of Police Contract

**Submitted For:** Robert Bradshaw, City Manager

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**SUBJECT:**

Approval of Employment Agreement between the City of Fort Pierce and Diane Hopley-Burney for her services as Chief of Police for a three year term commencing June 1, 2015 at an annual salary of \$124,091.00 subject to City Attorney review.

**SUMMARY:**

Due to the retirement of the former police chief, the services of the Police Executive Research Forum (PERF) was secured to perform a search to fill the position of Chief of Police. After a comprehensive review of the applications, a short list was prepared by the Selection Committee, which consisted of two representatives from PERF, the City Manager, Deputy City Manager and the Project Manager, Sheritta Johnson. Each candidate was then interviewed by the individual members of the City Commission and by the Selection Committee.

**RECOMMENDATION:**

It is the recommendation of the Selection Committee that the proposed employment agreement with Diane Hopley-Burney is approved.

**ALTERNATIVES:**

None.

**RESPONSIBLE STAFF:**

Robert J. Bradshaw, City Manager  
Nick Mimms, Deputy City Manager  
Sheritta Johnson, Project Manager

**COORDINATED WITH:**

Police Executive Research Forum

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**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

\$124,091.00 from the Police Department's budget.

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## Attachments

### Police Chief Contract

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#### Form Review

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 04/16/2015

**Reviewed By**

Robert Bradshaw

**Date**

04/16/2015 11:01 AM

Started On: 04/10/2015 12:43 PM

# **CITY OF FORT PIERCE, FLORIDA**

**DIANE HOBLEY-BURNEY  
CHIEF OF POLICE**

## **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** made and entered into this 1<sup>st</sup> day of June 2015, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to "**CITY**" and **DIANE HOBLEY-BURNEY**, hereafter referred to as "**HOBLEY-BURNEY**".

**WHEREAS**, the **CITY** desires to secure the services of **HOBLEY-BURNEY** as Chief of Police for a minimum of three (3) years from the Effective Date of this agreement and **HOBLEY-BURNEY** desires to accept such position; and

**WHEREAS**, the **CITY** and **HOBLEY-BURNEY** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **HOBLEY-BURNEY** has agreed.

**NOW, THEREFORE**, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, the **CITY** and **HOBLEY-BURNEY** agree with each other as follows:

**1. Employment.**

**HOBLEY-BURNEY** will render full time professional services to the **CITY** in the capacity of Chief of Police of the **CITY** for the initial term of three (3) years, commencing June 1, 2015 through May 31, 2018. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis. **HOBLEY-BURNEY** agrees to sever ties with her existing employer, and report for work, and the duties and employment of **HOBLEY-BURNEY** as Chief of Police shall commence the June 1, 2015.

**HOBLEY-BURNEY** shall devote all of her time, attention, knowledge and skill, solely and exclusively to the business and interest of the City of Fort Pierce, and the public which it serves. **HOBLEY-BURNEY** will at all times faithfully, industriously, and diligently perform to the best of her ability all duties that may be required of her by virtue of her position as Chief of Police, including the performance of all duties set forth in the City Charter, Ordinances, Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Manager. Although it is recognized that **HOBLEY-BURNEY** shall devote her time, attention, knowledge, and skills to the administration of the Police Department, it is also recognized that she be allowed to participate in various professional growth opportunities. These shall include: lecturing, teaching, writing and professional consulting. Prior to participating in any of these areas, she shall first obtain the approval of the City Manager. **HOBLEY-BURNEY** shall, subject to the prior written approval of the City Manager, be allowed to use accumulated compensatory time or vacation time to teach, lecture or provide consultation services to others, provided doing so will not interfere or conflict with her duties as Chief of Police. Nothing herein shall prohibit **HOBLEY-BURNEY** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from her performance of the terms of this Agreement. In the event **HOBLEY-BURNEY** makes formal application for full-time employment elsewhere while serving as Chief of Police, she shall be required to provide written notice to the City Manager simultaneously with such application or submittal.

**2. Compensation.**

In consideration for these services as Chief of Police, the **CITY** agrees to pay **HOBLEY-BURNEY** an annual base salary of ONE-HUNDRED TWENTY-FOUR THOUSAND

AND NINETY ONE DOLLARS (\$124,091.00) per annum, payable in bi-weekly installments. Said compensation may be increased each year in such amounts, at such times, and to such extent as the City Manager may determine based upon a performance appraisal using the following criteria but not limited to: Leadership, Management Ability, Community Awareness, Public Relations, Internal/External Communications and Overall Job Performance.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **HOBLEY-BURNEY's** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

**3. Performance Evaluations.**

The City Manager may, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **HOBLEY-BURNEY's** performance as Chief of Police. The matter of the performance reviews shall consider continuing management objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by the City Manager and **HOBLEY-BURNEY**.

Should it be determined that **HOBLEY-BURNEY** was successful in her overall performance, and if the City Manager, determines that the fiscal condition of the **CITY** is sufficient, the City Manager will consider **HOBLEY-BURNEY's** compensation and benefits, and endeavor to maintain them at a level commensurate with her peers in the Police Chief profession in similarly situated Florida cities and the rate of general inflation in the economy.

**4. Supervision.**

**HOBLEY-BURNEY** shall be under the supervision of the City Manager and she will perform such services as will be required of her by the City Manager and the laws of the City of Fort Pierce and State of Florida in the administration of the Police Department. **HOBLEY-BURNEY** shall be responsible for the administration and operation of the Police Department.

**5. Benefits.**

In addition to annual compensation specified above, the **CITY** agrees to provide **HOBLEY-BURNEY** with the following benefits:

(a) **HOBLEY-BURNEY** shall be entitled to receive twenty (20) working days vacation, sick leave, and holiday time as defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

(b) **HOBLEY-BURNEY** duties require that she shall have the exclusive use of a vehicle at all times during her employment with the **CITY** of a road-worthy current model vehicle provided to her by the **CITY**. The **CITY** shall be responsible for paying for liability, property damage and comprehensive insurance, and for the purchase, operation, maintenance, repair and regular replacement of said vehicle.

(c) Membership dues to professional associations and societies and to such service organizations and clubs of which **HOBLEY-BURNEY** is and will be a member, subject to the approval of the City Manager.

(d) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

(e) Retirement benefits as provided to City Employees; provided, however, if **HOBLEY-BURNEY** elects not to participate as a member under the **CITY's** retirement plan, the **CITY** shall contribute a sum to her Deferred Compensation Plan (or other plan designed by **HOBLEY-BURNEY**) equal to the same percentage contribution, up to the maximum allowed by law, as the **CITY** would have contributed to **HOBLEY-BURNEY's** retirement under the **CITY's** plan.

**6. Relocation Expenses.**

The **CITY** will pay **HOBLEY-BURNEY** the sum of FOUR THOUSAND DOLLARS (\$4,000.00) for the expenses of moving **HOBLEY-BURNEY, HOBLEY-BURNEY's** family, and **HOBLEY-BURNEY's** personal property from **HOBLEY-BURNEY's** current residence to

the **CITY**, including packing, moving, truck rental, storage costs, unpacking, and insurance charges, and miscellaneous charges incurred or expended by her in effecting this move, said sum to also be intended to cover temporary housing for **HOBLEY-BURNEY** and her family within the **CITY** for the period of time between her initial reporting for work on or before the Effective Date and the date she secures permanent housing.

**7. Professional Development.**

(a) CITY hereby agrees to budget for and to pay the travel and subsistence expenses of **HOBLEY-BURNEY** for professional and official travel, meetings and occasions adequate to continue the professional development of **HOBLEY-BURNEY** and to adequately attend necessary official and other functions for the CITY.

(b) CITY also agrees to budget and to pay for the travel and subsistence expenses of **HOBLEY-BURNEY** for short courses, institutes and seminars that are necessary for her professional development and for the good of the CITY.

(c) The sums required for A and B above shall be subject to the approval by the City Manager.

**8. Termination.**

(a) At all times during the term of this Agreement, **HOBLEY-BURNEY** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause.

(b) If **HOBLEY-BURNEY** resigns following a formal offer to accept resignation made by the City Manager.

**9. Severance.**

Except as provided in this Agreement, severance will be paid to **HOBLEY-BURNEY** when employment is terminated as defined in Paragraph 8 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **HOBLEY-BURNEY** her then annual base salary for (90) consecutive days thereafter, and the **CITY** shall also maintain **HOBLEY-BURNEY's** life insurance and major medical insurance coverage paid up and in effect during such period. **HOBLEY-BURNEY** shall also

be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **HOBLEY-BURNEY** shall not be required to perform any duties for the City or come to the City.

The severance provisions set forth herein shall not apply and the City shall not be obligated to pay the ninety (90) days severance in the event **HOBLEY-BURNEY** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of Chief of Police, or material breach by **HOBLEY-BURNEY** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, the CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

**10. Attendance at Meetings.**

The **CITY** agrees to permit **HOBLEY-BURNEY** to be absent from the **CITY** during working days to attend professional meetings and to attend to such outside professional duties in the Chief of Police field as have been mutually agreed upon between her and the City Manager. Attendance at such approved meetings and accomplishment of approved professional duties shall be fully compensated service time and shall not be considered vacation time. The **CITY** shall reimburse **HOBLEY-BURNEY** for all reasonable expenses incurred by her incident to attendance at approved professional meetings; provided, however, that such reimbursement is appropriate and within the limits of the City's budget.

**11. Best Efforts of Employee.**

**HOBLEY-BURNEY** agrees that she will at all times faithfully, industriously and

to the best of her ability, experience and talents, perform all the duties which may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of the **CITY**. **HOBLEY-BURNEY** further agrees that she will continue her education and training so that she will keep up with or exceed education requirements of her position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as the **CITY** shall in good faith require, or as the interest, needs or opportunity of the **CITY** shall require.

**12. Disability.**

If **HOBLEY-BURNEY** is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 9. However, **HOBLEY-BURNEY** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits. Nothing herein is intended to waive any benefits provided by Family Medical Leave Act, Workers' Compensation, or any other benefit(s) available to City employees.

**13. Residency.**

**HOBLEY-BURNEY** shall, within 6 months of employment, maintain permanent residency within the City of Fort Pierce, Florida, during her term as Chief of Police.

**14. Compensatory Time.**

It is recognized that **HOBLEY-BURNEY** must devote a great deal of time outside the normal office hours to the business of the **CITY**, and to that end **HOBLEY-BURNEY** shall be allowed to accumulate up to one hundred twenty (120) hours of compensatory time which **HOBLEY-BURNEY** may utilize in lieu of vacation

time or as otherwise provided in this Agreement. Accumulated compensatory time shall not be paid upon termination of employment.

**15. Employee At-Will.**

**HOBLEY-BURNEY** is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

**16. Liability Claims.**

The **CITY** shall defend and save harmless **HOBLEY-BURNEY** against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **HOBLEY-BURNEY's** duties as Chief of Police of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **HOBLEY-BURNEY's** employment or services or for claims for punitive damages. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **HOBLEY-BURNEY's** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **HOBLEY-BURNEY** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

**17. Voluntary Resignation.** In the event **HOBLEY-BURNEY** voluntarily resigns her position with the **CITY**, **HOBLEY-BURNEY** shall provide a minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the City Manager as specified in Paragraph 8(b) above, **HOBLEY-BURNEY** shall not be entitled to nor shall the **CITY** be liable to pay severance if **HOBLEY-BURNEY** resigns.

**18. General Provisions.** The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

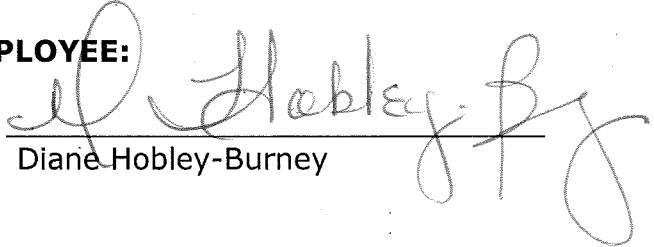
(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **HOBLEY-BURNEY**, her administrators, executors, legatees, heirs, and assigns.

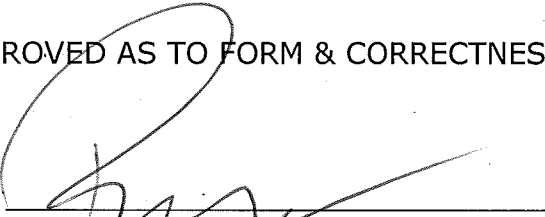
**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

**EMPLOYER:**  
CITY OF FORT PIERCE, FLORIDA

By: \_\_\_\_\_  
Robert J. Bradshaw, City Manager

ATTEST:  
\_\_\_\_\_  
Linda Cox, City Clerk

**EMPLOYEE:**  
By:   
Diane Hobley-Burney

APPROVED AS TO FORM & CORRECTNESS:  
By:   
Robert V. Schwerer, City Attorney

**City Commission Regular Meeting**

**Agenda Item # 10. a.**

**Meeting Date:** 04/20/2015

**Re:** Zoning Text Amendment - Farmer's Market or Farm Stand Use

---

**SUBJECT:**

Ordinance No. 15-009 - Amending Chapter 22 to permit Farmer's Market and Farm Stand Use in Light Industrial Zoning Districts. **SECOND READING**

**SUMMARY:**

Proposal to amend code Section 22-22(e) Allowed Uses – Use Table to allow “Farmer’s Market or Farm Stands” as a permitted use within the I-1, Light Industrial zone.

**RECOMMENDATION:**

Staff recommends approval.

**ALTERNATIVES:**

Approve with conditions; Deny.

**RESPONSIBLE STAFF:**

Clarissa Davis, Planner

**COORDINATED WITH:**

Rebecca Grohall, AICP, Planning Manager

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**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

n/a

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**Attachments**

Staff Report

Excerpt From Section 22-22 Use Table

Excerpt From Comprehensive Plan Future Land Use Element

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**Form Review**

**Inbox**

City Manager

Form Started By: Clarissa Davis

**Reviewed By**

Robert Bradshaw

**Date**

03/30/2015 10:36 AM

Started On: 03/23/2015 09:13 AM

Final Approval Date: 04/07/2015



# CITY OF FORT PIERCE

## PLANNING DEPARTMENT

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

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**TO:** The Honorable Mayor and Members of the City Commission  
**THROUGH:** Rebecca Grohall, AICP, Planning Manager  
**FROM:** Clarissa Davis, Planner  
**SUBJECT:** Zoning Text Amendment – Farmer’s Market or Farm Stand Use  
**DATE:** March 16, 2015

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### STAFF REPORT

#### Staff Analysis:

This text amendment is a staff initiated proposal to amend code Section 22-22(e) *Allowed Uses – Use Table* in regards to the use “Farmer’s Market or Farm Stands”.

In 2012, the applicant, State of Florida Agriculture and Consumer Services, applied for a zoning text amendment to make “Farmer’s Markets and Farm Stands” a permitted use within the I-1, Light Industrial zone. The proposal was granted by the City Commission on October 1, 2012. In November 2013, code Section 22-22 *Allowable Uses* was modified to display permitted and conditional uses in tabular form. The result was the “Farmer’s Market or Farm Stand” use converted to a conditional use in error. This proposal is to rectify that error and allow the “Farmer’s Market or Farm Stand” use to be a permitted use within the I-1, Light Industrial zone once again.

Code Section 22-131 *Basic Amendment Standards* states the following regarding review of amendment applications: Before an amendment is approved, findings will be made that the following standards are satisfied:

- (1) The amendment is consistent with the comprehensive plan;
- (2) The amendment will not have an adverse effect 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.

This application has met these requirements.

#### TRC Comments

At the February 19<sup>th</sup> TRC meeting, the participating departments had no comment on the application.

## **Comprehensive Plan**

In regards to uses, the Comprehensive Plan considers Industrial areas to exhibit the following:  
“The uses allowed under this designation include light manufacturing and processing facilities; storage and distribution facilities; warehousing; **general and intensive commercial uses**; research corporate parks, large business parks and mixed use office parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses.”

## **Planning Board Recommendations**

At their March 10<sup>th</sup> meeting, the Planning Board recommended approval of the text amendment.

## **Staff Comments**

Staff recommends that the City Commission approve the text amendment allowing Farm Stands and Farmer’s Markets as a permitted use within the I-1, Light Industrial zone.

Below is an excerpt from code Section 22-22(e) *Use Table* which displays the proposal for the “Farmer’s Market or Farm Stand” use to be considered a permitted use. The use is highlighted in red.

ZONING DISTRICT	E1	E2	E3	R1	R2	R3	R4	R4A	R5	C1	C2	C3	C4	C5	C6	CP	I1	I2	I3	OS1	OS2	A1	A2
<b>COMMERCIAL</b>																							
Eating and Drinking Establishments																							
–Brew Pub	-	-	-	-	-	-	-	-	C	P	C	P	P	P	P	C	C	C	-	-	-	-	-
–Coffee Shop	-	-	-	-	-	-	C	-	C	C	P	P	P	P	P	C	C	C	-	-	-	-	-
–Neighborhood Bistro	-	-	-	-	-	-	-	-	C	C	C	P	P	P	P	C	C	C	-	-	-	-	-
–Neighborhood Café	-	-	-	-	-	-	-	-	C	C	C	P	P	P	P	C	C	C	-	-	-	-	-
–Restaurants, Fast Food	-	-	-	-	-	-	-	-	C	-	-	P	P	P	P	C	C	C	-	-	-	-	-
–Restaurant and Bar	-	-	-	-	-	-	-	-	C	C	C	P	P	P	P	C	C	C	-	C	-	-	C
–Wine/Cigar Bar	-	-	-	-	-	-	-	-	C	C	C	P	P	P	P	C	C	C	-	-	-	-	-
Entertainment, Indoor (except as noted below)																							
–Adult Establishment	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
–Arcade Amusement Center	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-
–Bar or Nightclub	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
–Theater	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
Entertainment, Outdoor (except as noted below)																							
–Batting Cages, Driving Ranges	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-
–Stables or Equestrian Facilities	C	C	C	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	-	-	-	-
–Stadium or Arena	-	-	-	-	-	-	-	-	-	-	-	C	-	C	C	-	C	C	-	-	-	-	-
Marine-Related Commercial (except as noted below)																							
–Boat and Marine Equipment Sales	-	-	-	-	-	-	-	-	-	C	-	P	P	C	P	-	-	C	-	C	-	-	C
–Marina/Boat Livery	-	-	-	-	-	-	-	-	-	C	-	C	C	C	C	-	-	P	-	C	-	-	C
Office																							
–Administrative, Professional, General, Medical Office	-	-	-	-	-	-	C	C	C	P	P	P	P	P	P	P	C	C	-	-	-	-	-
–Day Labor Employment Agency	-	-	-	-	-	-	-	-	-	P	C	P	P	-	-	P	-	-	-	-	-	-	-
–Medical and Dental Clinic	-	-	-	-	-	-	-	-	-	P	C	P	P	C	-	P	-	C	-	-	-	-	-
–Television and Radio Studios	-	-	-	-	-	-	-	-	-	P	P	P	P	P	C	P	-	C	-	-	-	-	-
<b>ZONING DISTRICT</b>																							
<b>Overnight Accommodations</b>																							
–Bed & Breakfast	-	-	-	-	-	-	C	C	C	-	P	P	P	P	-	-	-	-	-	-	-	-	-
–Dwelling Rental	-	-	-	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
–Hotel/Motel	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	C	-	-	-	-	-	-	-
–Recreational Vehicle Park	-	-	-	-	-	-	-	-	-	-	-	C	-	C	-	-	-	-	-	-	-	-	-
–Resort Hotel	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-
Parking, Commercial																							
–Art Gallery	-	-	-	-	-	-	-	-	-	C	C	P	P	P	-	C	-	-	-	-	-	-	-
–Farmers Market or Farm Stand	P	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	P	-	-	-	-	-	-
–Grocery or Liquor Store	-	-	-	-	-	-	C	-	C	-	P	P	P	C	-	C	-	-	-	-	-	-	-
–Neighborhood Commercial Sale	-	-	-	-	C	C	P	P	P	-	P	P	P	C	-	C	-	-	-	-	-	-	-
–Office Supplies & Electronics	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-
–Pet Stores	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	C	-	-	-	-	-	-	-

### C. Institutional

**Institutional (INST):** The Institutional designation provides for public, quasi-public and private institutional uses. Permitted uses within this designation include government buildings; private and public schools; community centers; colleges; public airports; public parking structures; major community facilities, including hospitals, non-profit medical facilities, medical facilities; religious institutions, and government offices. A maximum of 1.0 FAR is permitted.

### D. Industrial

**Boundary Industrial (BI):** The Boundary Industrial designation is intended for parcels suitable for industrial development and to promote the City's position as a major employment center. The uses allowed under this designation include intensive manufacturing and industrial uses, storage and distribution facilities and warehousing. This land use designation allows a maximum FAR of 1.5.

**Industrial (I):** The Industrial designation is intended for parcels suitable for industrial development and to promote the City's position as a major employment center. The uses allowed under this designation include light manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; research corporate parks, large business parks and mixed use office parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses. This land use designation allows a maximum FAR of 1.5.

**Heavy Industrial (HI):** The Heavy Industrial designation is intended for parcels suitable for industrial development and to promote the City's position as a major employment center. The uses allowed under this designation include intensive manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; large business parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses. This land use designation allows a maximum FAR of 2.0.

### E. Conservation/Open Space

**Conservation and Open Space (COS):** The Conservation and Open Space designation is intended to provide for the preservation, continued growth, and enhancement of the City's rich resource of conservation areas, parklands, environmentally sensitive areas, recreational areas and open spaces. The designation provides for natural, managed and cultivated open space, including, natural parks, woodlands, habitat, floodplains, areas with permanent open space easements, greenways, and recreational facilities. This category combines the previously General Open Space (Os), Recreational Open Space (Osr), and Conservation Open Space (Osc) categories. This designation allows a maximum FAR of 0.25.

**City Commission Regular Meeting**

**Agenda Item # 10. b.**

**Meeting Date:** 04/20/2015

**Re:** Application for Waiver of Distance - Celebrity Peacock Jazz and Blues Club -  
510 Orange Avenue

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

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**SUBJECT:**

Approval of application for Waiver of Distance submitted by Bunwin, Inc. (owner) and Robert Smith (applicant), operating as Celebrity Peacock Jazz and Blues Club, for a 4COP Alcoholic Beverage License, located at 510 Orange Avenue. Property is zoned C-3, General Commercial.

**SUMMARY:**

- The applicant, since the initial review of the project by the City Commission at their March 2nd, 2015 meeting, has revised the requested alcohol license to a SRX: Special Restaurant License allowing Beer, Wine & Liquor sales for on premise consumption only. The amendment was coupled with the proposed consolidation of renovations to eliminate the previous phasing plan, affirmation of the intended hours of operation (Remaining closed on Sunday) .
- Pursuant to City Code Section 3-7 of the City Code, a Waiver of Distance must be granted to approve the sale of alcoholic beverages by retail for consumption on the premises where the establishment is located within 1,600 feet of other licensed establishments, a church, or a school.
- Six (6) churches and eight (8) licensed establishments are located within 1,600 feet of the proposed establishment.
- The proposed establishment, as presented, encompasses approximately 24,000 square feet of floor area presented as a restaurant and entertainment venue. The first floor presents seating, bar area, dance floor, stage, DJ Booth, restrooms, staircases, and elevator access to the second floor. The second floor plan includes a commercial kitchen, additional dining area, an enclosed dance floor extension to the north, restrooms and support office.
- The application estimates the capacity to hold approximately 500 patrons with the proposed renovations.
- The off-street parking requirements for this establishment are approximately 230 spaces (seven (7) of which will need to be handicapped accessible), whereas the subject site currently contains fifteen (15) parking spaces with an absence of handicapped accessible spaces. The presented parking plan, to utilize off-site public parking, does not meet the requirements of the City Code.
- The Planning Board, at their November 11th, 2014 meeting, voted nine to one to recommend conditional approval of the requested Waiver of Distance in accordance with the proposed site improvements and parking plan.

· A total of 32 notifications of the proposed Waiver of Distance were mailed to the owners of property located within 500 feet of the subject property. As of April 9th, 2015, 12 responses have been received of which 9 respondents supported and 3 opposed the request.

**RECOMMENDATION:**

Denial

**ALTERNATIVES:**

Approval with conditions

- Approval

**RESPONSIBLE STAFF:**

Kori Benton, Historic Preservation Officer

**COORDINATED WITH:**

None.

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**Fiscal Impact**

**Budgeted Y/N:**

**Fiscal Year:**

**Account:**

**Amount:**

**OTHER INFORMATION:**

Potential Increase in Ad-Valorem Tax Revenue

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**Attachments**

[Staff Report](#)

[Site Aerial](#)

[Zoning Map](#)

[Project Narrative, Application & Support Documents](#)

[Proposed Parking Plan](#)

[Floor Plans](#)

[Planning Board Minutes](#)

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**Form Review**

**Inbox**

City Manager

Form Started By: Kori Benton

Final Approval Date: 03/03/2015

**Reviewed By**

Robert Bradshaw

**Date**

02/25/2015 02:39 PM

Started On: 02/20/2015 09:38 AM



# CITY OF FORT PIERCE

## PLANNING DEPARTMENT

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

**TO:** Robert J. Bradshaw, City Manager  
**THROUGH:** Rebecca Grohall, AICP, Planning Manager  
**FROM:** Kori Benton, Historic Preservation Officer  
**RE:** **Application for Waiver of Distance – SRX Alcoholic Beverage License  
Celebrity Peacock Jazz and Blues Club  
510 Orange Avenue**  
**DATE:** April 9<sup>th</sup>, 2015

### STAFF REPORT

**Applicant/Business Owner:** Robert L. Smith  
2451 North Seacrest Blvd.  
Boynton Beach FL 33435

**Property Owner:** Bunwin Inc.  
4521 PGA Blvd Suite 201  
Palm Beach Gardens FL 33418

**Requested Action:** Approval of a Waiver of Distance for an Alcoholic Beverage License

**Type of License:** SRX: Special Restaurant License allowing Beer, Wine & Liquor sales for on premise consumption only

**Name of Establishment:** Celebrity Peacock Jazz and Blues Restaurant

**Type of Establishment:** Restaurant

**Site Location:** 510 Orange Avenue

**Parcel ID:** 2410-606-0004-000-3

**Current Zoning:** C-3, General Commercial Zone

**Future Land Use:** CG, General Commercial

**Surrounding Zoning:**

North	East	South	West
C-3	C-3	C-3	C-3

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## Staff Analysis:

The property owner and applicant are seeking to adaptively reuse a two-story structure, formerly known as the Grant Department Store, at 510 Orange Avenue to establish a restaurant. The proposal encompasses renovations to accommodate dining and entertainment on the first floor and a commercial kitchen and additional dining on the second floor of the structure. The site is located on Orange Avenue, between 5<sup>th</sup> and 7<sup>th</sup> Streets, within an extension of the Downtown area described as "Midtown".

Section 3-7 of the City Code prohibits the City from granting approval for the sale of alcoholic beverages by retail for consumption on the premises where a proposed establishment is located within 1,600 feet of other licensed establishments, a church, or a school, unless a Waiver of Distance is granted by the City Commission.

The applicant is requesting a SRX: Special Restaurant License to serve beer, wine, and liquor for consumption on-premises in conjunction with the presented restaurant.

There are six (6) churches and eight (8) licensed establishments located within 1,600 feet of the proposed establishment. Therefore, in accordance with Section 3-9 of the City Code, the applicant is requesting a waiver of the minimum required distance of 1,600 feet between the applicant's establishment, and these noted establishments.

As specified by Section 3-11 of the City Code, a waiver of distance shall be granted only if it does not adversely affect community health, safety or general welfare and that the following are considered:

a. **The actual location and distance of the proposed establishment with respect to other places of business licensed to sell intoxicating beverages, whether on or off the premises, as well as churches and schools;**

Per the manner of measurement outlined in City Code Section 3-8, there are six (6) churches and eight (8) licensed establishments located within 1,600 feet of the proposed establishment. The First United Methodist Church complex is abutting the proposed establishment to the west, and Common Ground Vineyard Ministries is located in close proximity, under 250 feet to the south of the proposed location. Notre Dame Mission, Ft. Pierce Haitian, St. Mark's and Greater New Bethel churches are located within 900 to 1,300 feet from the proposed establishment.

The licensed establishments, offering on-premise consumption, within 1,600 feet are located within the Downtown Business & Entertainment District. These establishments include Thai Pepper, Bangkok, Lorenzo's, Yellowtail Grill, Krazy Fish, 2nd Street Bistro, Zelmo's, and the Sunrise Theatre.

b. **The type and size of the establishment, including any bar floor space and seating capacity, and whether, in view of such type or size, the proposed establishment is likely to create a public nuisance or traffic impediment by drawing crowds or persons milling about outside the building;**

The proposed establishment, as presented, encompasses approximately 24,000 square feet of floor area presented as a restaurant and entertainment venue. The first floor presents seating, bar area, dance floor, stage, DJ Booth, restrooms, staircases, and elevator access to the second floor. The second floor plan includes a commercial kitchen, additional dining area, an enclosed dance floor extension to the north, restrooms and support office. The open layout offers expansive areas for abundant seating and capacity for a sizable volume of patrons.

The application estimates the capacity to hold approximately 500 patrons with the proposed renovations. Staff is unable to verify this represented capacity, in the absence of complete architectural and life safety plans. Final capacity of the structure is contingent upon a finalized interior layout, fire safety provisions, restrooms, and other aspects of the extensive renovations necessary for the presented reuse of the structure.

Provided the type and size of the proposed establishment, and absence of defined occupancy of the structure, Staff finds a significant capacity for increased vehicle and pedestrian traffic through this corridor, creating potential for traffic impediments by drawing crowds outside the building, and identified parking areas which are predominantly off-site. The prospect may be most comparable to the Sunrise Theatre in scale. The subject site is located along the pedestrian oriented segment of Orange Avenue, lying two blocks west of Downtown, where this activity, if controlled and monitored for safety, may be desirable.

The capture of parking facilities in close proximity to the establishment could further the ability to concentrate increased traffic, minimizing interference with neighboring establishments and residential streets. The establishment of private shared parking agreements for have been predominantly unsuccessful, or have been dismissed based upon concerns of the scale and type of establishment.

The formal hours of operation, presented by the applicant, for the establishment are presented as follows:

**Primary Restaurant Hours of operation:**

**Monday :** 11 am - 11pm  
**Tuesday:** 11 am - 11pm  
**Wednesday:** 11 am - 11pm  
**Thursday:** 11am -9 pm  
**Friday:** 11am - 9 pm  
**Saturday:** 11am - 9 pm  
**Sunday:** Closed

**Extended Restaurant & Entertainment nights:**

**Thursday:** 9 pm - 2am  
**Friday:** 9 pm - 2am  
**Saturday:** 9 pm - 2am  
**Sunday:** Closed

The regular hours of operation proposed seek to avoid conflict with church services conducted on Sunday, further concentrating entertainment hours to Thursday, Friday, and Saturday evenings.

**c. Whether adequate parking and landscaping for the facility are provided so as to meet the requirements set forth in sections 22-59 through 22-61;**

Per Section 22-60(d)(2)a. 2. of the City Code, restaurants and bars are required to provide one parking space for each 100 square feet of gross floor area. Given this requirement, the total off-street parking requirements for this establishment are nearly 230 spaces (seven (7) of which will need to be handicapped accessible). The subject site currently contains fifteen (15) parking spaces with an absence of handicapped accessible spaces.

The applicant has presented a proposal to utilize available off-site public parking lots in varying proximity to the establishment, as well as, a shared parking agreement with a neighboring site. These parking areas, the available parking spaces, and walking distance from the establishment are as follows:

<b>Parking Lot</b>	<b>Parking Spaces</b>	<b>Walking Distance from Establishment</b>
On-street (5 <sup>th</sup> through 7 <sup>th</sup> St)	26	Variable
City Lot at Orange & 7 <sup>th</sup> St	15	410 ft.
701 Orange Avenue	20	450 ft.
North Avenue A/Arcade Overflow	55	740 ft.
Downtown Parking Garage	450	825 ft.

It is noted that the initial submittal included a preliminary agreement with Common Ground Vineyard Church to utilize their 34 parking spaces, adjacent to the south of the proposed establishment, however the agreement has been terminated.

City Code Section 22-60 (b)(1) guides that off-lot spaces be provided on other property located within three hundred (300) feet of the main entrance of the establishment utilizing the spaces. The safe walking distances from the identified lots exceed this established distance, presenting potential concerns related to availability, safety, and noise.

The applicant is requesting the City Commission accept the proposed off-site parking plan, in conjunction with a plan to implement handicap accessible spaces within the on-site parking lot to meet local and federal requirements.

Additionally, per Section 22-60(g)(1) of the City Code, off-street parking for the proposed establishment shall be provided with a minimum of three (3) foot-candles of site lighting. A site lighting plan has not been included with the application package to address lighting of the subject lot, or the off-site lots to be included. Staff has notified the applicant of this minimum requirement for parking lots utilized in connection with this establishment, however no agreements with the City of Fort Pierce or Fort Pierce Utilities Authority have been formulated to review and potentially upgrade lighting within the City owned lots presented.

The proposed plan does not incorporate a parking plan to meet the requirements of the City Code.

**d. Whether the facility is physically separated or well buffered from all adjacent residentially zoned areas;**

The proposed establishment is surrounded entirely by commercially zoned property. Residential homes begin one block to the west of 7th Street, north and south of Orange Avenue.

**e. Whether traffic generated by patrons or pickup/delivery vehicles will pass through low or moderate density residentially zoned neighborhoods;**

The proposed establishment's main access is from Orange Avenue, a principal arterial road, and should not directly generate additional traffic in low or moderate density residentially zoned neighborhoods for pickup/delivery vehicles; however limited access of parking within close proximity of the establishment may place unwanted trips within adjacent streets as patrons search for parking.

**f. Whether, if the facility is located within sixteen hundred (1,600) feet of a church or school, it will generate traffic which may adversely affect the safety of persons attending such church or school.**

The proposed establishment is located in close proximity to two church facilities, most notably First United Methodist Church abutting to the west. The site is located within the "Midtown" redevelopment area, on the outskirts of Downtown. The proposed hours of operation, as presented by the applicant and its location within the designated commercial zone should not adversely affect the safety of persons attending said churches, with the exception of overlapping hours of operation or events. Concerns do exist regarding the spillover of vehicle parking to the private parking lots adjacent to the establishment, and other vacant property, not authorized for use by patrons. This is a common nuisance if adequate parking facilities are not provided on-site or within close proximity to an establishment of high volume.

**Planning Board Recommendation:**

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The Planning Board, at their November 11th, 2014 meeting, voted nine to one to recommend approval of the requested Waiver of Distance in accordance with the proposed site improvements and parking plan, with the following conditions:

- 1) The applicant meets the City parking requirements contained in 22-60, by providing payment in-lieu for the space deficiency, or secure shared parking agreements with neighboring property owners, ensuring hours of operation do not overlap and satisfactory legal evidence is presented to the city commission to confirm authorization of use; and
- 2) The applicant certifies that the parking lot lighting requirement (3 foot candle average) is met for the parking lot areas to be utilized in connection with the establishment.

The applicant has established preliminary parking agreements to utilize parking located at 701 Orange Avenue and a portion of the lot at 410 Avenue A, and upgrade site lighting in conjunction with the establishment. The preliminary agreements with Common Ground Vineyard Church, to utilize their 34 parking spaces, and the Notre Dame Catholic Mission's portion of the Avenue A public parking lot, have been terminated since the project was presented to the Planning Board.

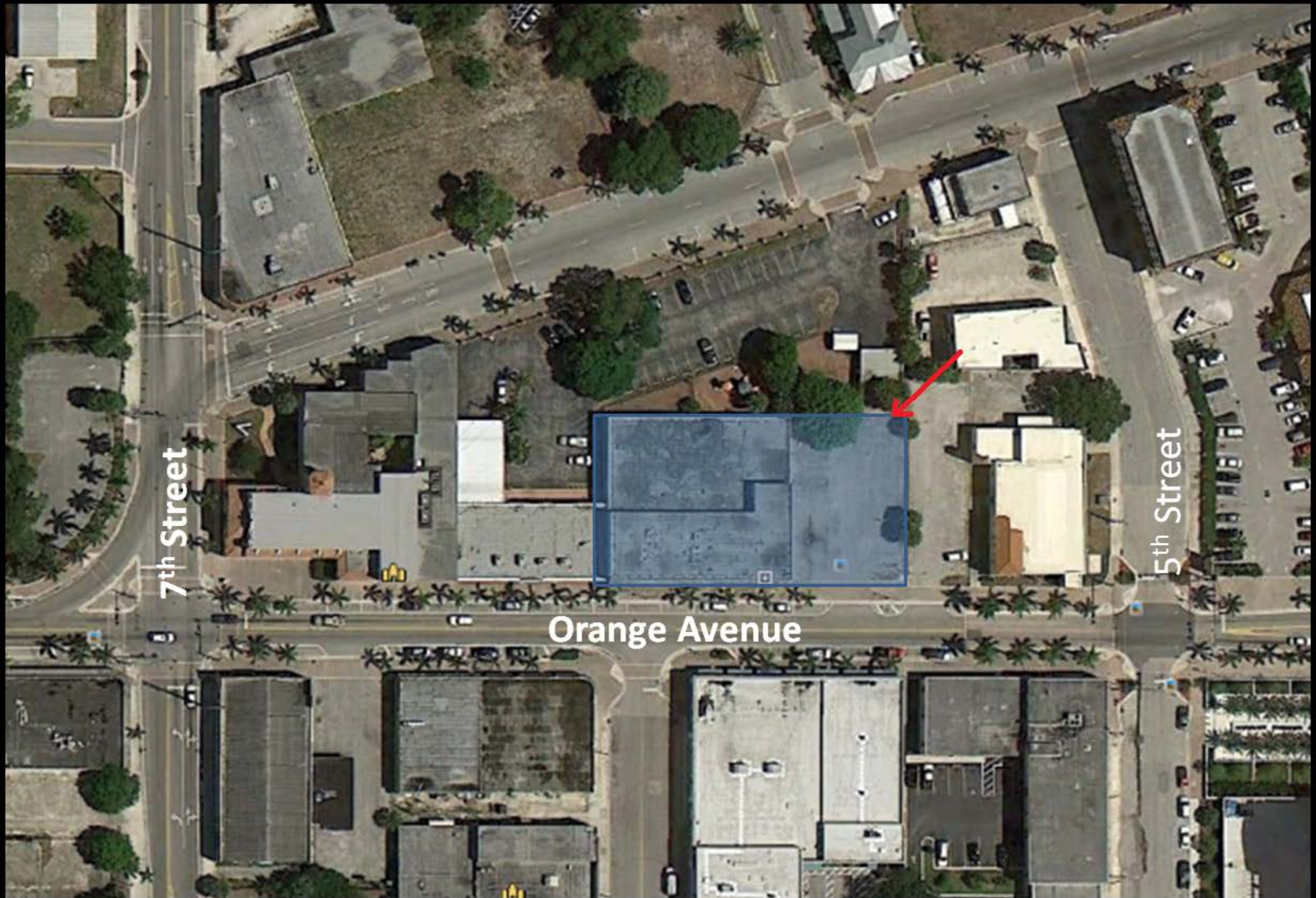
The use of the City's Parking areas in conjunction with this establishment would necessitate the review and possible upgrade of lighting facilities to meet the minimum 3 foot candle average required by City Code.

**Property Owner Response Summary:**

A total of 32 notifications of the proposed Waiver of Distance were mailed to the owners of property located within 500 feet of the subject property. As of April 9<sup>th</sup>, 2015, 12 responses have been received of which 9 respondents supported and 3 opposed the request.

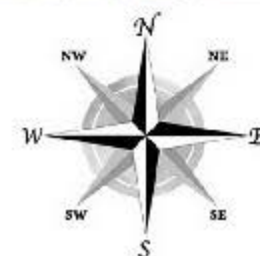
**Staff Recommendation:**

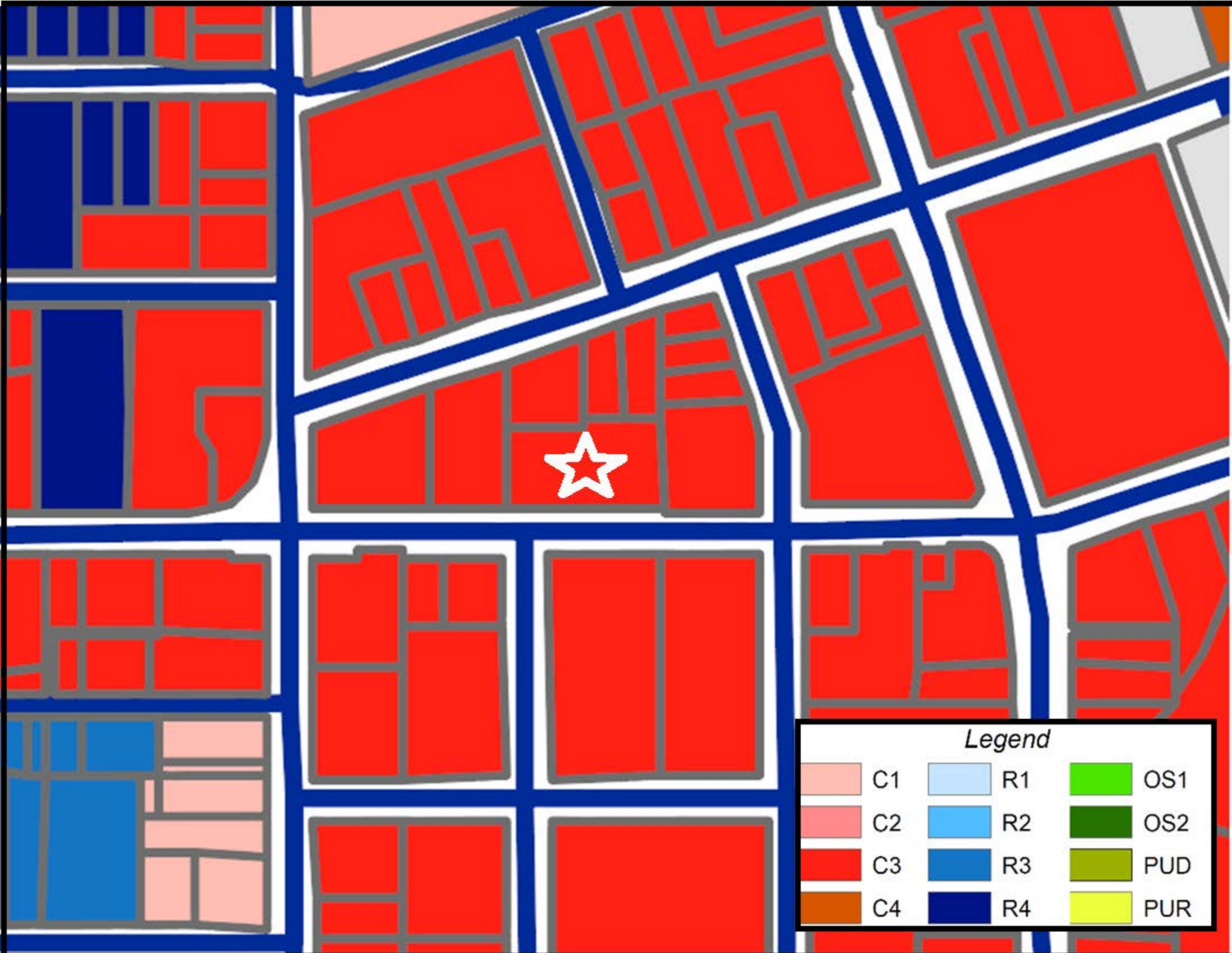
The proposed establishment presents factors that may adversely affect community health, safety or general welfare, and presents various concerns related to criteria a., b., and c. within Section 3-11 of the City Code based upon the type, scale, potential capacity, and limited parking presented with the requested establishment; therefore Staff recommends that the City Commission **deny** the Waiver of Distance request as presented.



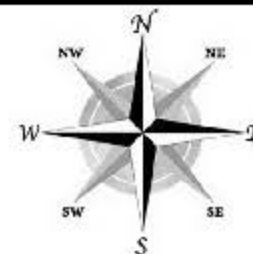
# 510 Orange Avenue

## Site Aerial





# 510 Orange Avenue Zoning Map



Dear Mayor and Commissioners,

After taking into consideration what was said at the meeting on Monday March 2nd 2015, I seriously thought about the concerns the preachers and his members had brought out .So I've decided to close my business, Celebrity Peacock Jazz & Blues Restaurant, on Sunday as to avoid any disturbance to Sunday Services.

I realize that it would be a huge loss to my business, but in order to have peace with my neighbors I would be willing to do so. I hope this would make all parties involved happy on the decision I have made, in order for my business to move forward.

I am willing to meet with any of the Pastors at any time to discuss any further concerns they may have.

When completing the construction, this will include the complete downstairs along with the completion of the kitchen upstairs.

We are changing the license from a 4 COP license to a SRX license. A minimum of 50% of our revenue is required of food sales and service to comply with these requirements.

**Base Hours of operation** are as follows :

<b>Monday :</b>	11 am - 11pm
<b>Tuesday:</b>	11 am - 11pm
<b>Wednesday:</b>	11 am - 11pm
<b>Thursday:</b>	11am -9 pm
<b>Friday:</b>	11am - 9 pm
<b>Saturday:</b>	11am - 9 pm

**Entertainment nights :**

<b>Thursday:</b>	9 pm - 2am
<b>Friday:</b>	9 pm - 2am
<b>Saturday:</b>	9 pm - 2am
<b>Sunday:</b>	Closed

Restaurant will be kept open for food on entertainment nights, 9 pm - 2 am.

Thursday, Friday, and Saturday nights from 8:00 pm – 2:30 am armed security and non-armed security will be present on entertainment nights.

Yours faithfully,

Robert Smith



# CITY OF FORT PIERCE

## PLANNING DEPARTMENT

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

### WAIVER OF DISTANCE

Property address or Location 510 Orange Ave, FT Pierce, FL 34950  
Parcel ID #(s) 2410-606-0004-000-3  
Project description Celebrity Peacock restaurant and lounge.

STEVEN TARR  
Property Owner(s) Bunwin Inc.  
Street Address 4521 PGA Blvd Suite 201  
City Palm beach gardens State FL Zip 33418  
Phone Number 561-622-3386  
Email Address \_\_\_\_\_

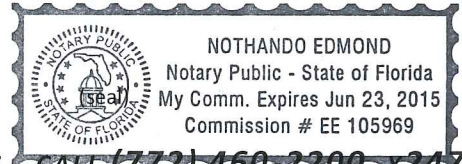
Applicant/Representative, Title, Company Robert L. Smith.  
Street Address 2451 NTH Seacrest Blvd.  
City Boynton bch State FL Zip 33435  
Phone Number 561-880-7094.  
Email Address dht2001noloo@yahoo.com

**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.

Robert Smith Robert Smith  
Property Owner(s) Signature(s) \_\_\_\_\_

STATE OF FLORIDA -- COUNTY St Lucie  
The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August 2014, by Robert Lewis Smith who is personally known to me or has produced ID Florida Card. as identification.

[Signature]  
Signature of Notary

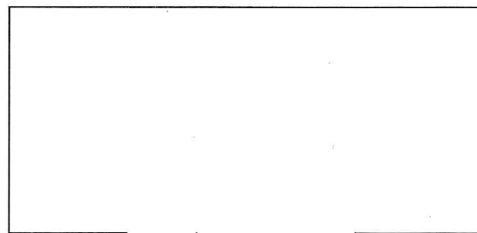


**INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 460-2200 x247**

#### TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date \_\_\_\_\_ Fees \_\_\_\_\_ Control # \_\_\_\_\_ B. Permit # \_\_\_\_\_  
Intake Planner \_\_\_\_\_  
Planner Assigned \_\_\_\_\_  
Approved By \_\_\_\_\_ Date \_\_\_\_\_  
Comments \_\_\_\_\_



Intake Date Stamp

# WAIVER OF DISTANCE

Submit one (1) original & seven (7) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- As-built site drawing, to scale, including the building, front door, parking area, traffic ingress and egress, sidewalks, landscaping and exterior lighting
- Sketch of the building's interior layout including square footage of the following: kitchen, bar area, seating arrangement, and restrooms

Complete, notarized

### Application Type:

- 1 APS/2APS: Beer Only / Package Sales or On-Premises Consumption
- 1 COP/2COP: Beer and Wine/Package Sales or On-Premises Consumption
- 3 APS: Beer, Wine & Liquor/Package Sales Only
- 4 COP: Beer, Wine & Liquor/On-Premises Consumption

### Business Information:

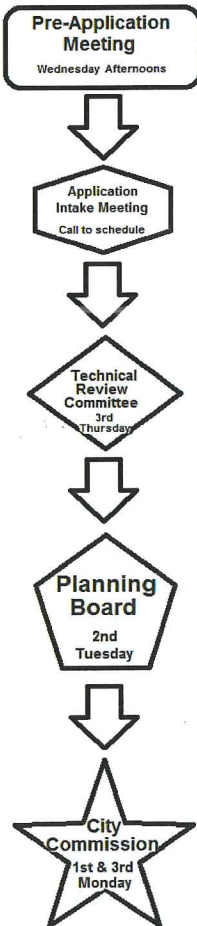
- New Business
- Transfer from: \_\_\_\_\_ address \_\_\_\_\_ Open since: \_\_\_\_\_ year

Building Size 20000 Maximum Occupancy 500 Total Seating 460 Parking Spaces 518

### Hours of Operation:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
11:00 AM to 10 PM	11 AM to 10 PM	11 AM to 10 PM	11 AM to 10 PM	11 AM to 2 AM	11 AM to 2 AM	11 AM to 1 AM

### Application Outlook



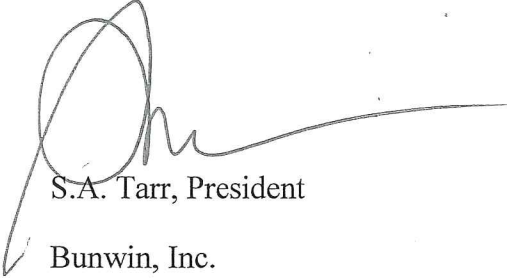
### Minimum requirements for on-premises consumption.

- (1) An applicant holding a "Beer and Wine—Consume on Premises and Package Sales" license must be engaged in conducting a bona fide restaurant establishment, for which such waiver is sought, and to qualify as a bona fide restaurant the restaurant must:
  - (a) Have tables capable of seating not fewer than twenty (20) persons simultaneously, for the purpose of serving meals;
  - (b) Must dispense sales of beer and wine only to persons patronizing the establishment for the main purpose of ordering and consuming food;
  - (c) Have permanent kitchen facilities with a commercial stove, refrigerator and oven located within the premises in which meals are regularly prepared for service to patrons of the establishment.
- (2) An applicant holding a "Beer, Wine and Liquor—Consume on Premises and Package Sales" license must demonstrate that any parking area provided for is illuminated by not less than three (3) footcandles per square foot of parking lot area.

# BUNWIN, INC.

September 1, 2014

As owner of 701 Orange Avenue, Bunwin, Inc., hereby agrees to enter into an agreement to provide additional parking (times and number of spaces TBD) for the restaurant to be located at 510 Orange Avenue.

A handwritten signature in black ink, appearing to read 'S.A. Tarr', with a long horizontal flourish extending to the right.

S.A. Tarr, President

Bunwin, Inc.

Brackett Family Limited Partnership  
2066 14<sup>th</sup> Avenue, Suite 101  
Vero Beach, FL 32960  
(772)567-4303

January 13, 2015

Kori Benton  
Planning Department  
City of Fort Pierce  
PO Box 1480  
Fort Pierce, FL 34954

Dear Kori,

As the property owner of the Parking Lot located at 410 Avenue A, we hereby agree to facilitate an agreement with Mr. Smith, and the City of Fort Pierce based upon the established lease agreement, to ensure the level of lighting provided for the subject parking area meets the requirements contained in City Code Section 3-14 (2) to be illuminated by not less than three (3) foot-candles per square foot of parking lot area.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert L. Brackett". The signature is stylized with a large, sweeping initial "R" and a horizontal line extending to the right.

Robert L. Brackett  
General Partner

# BUNWIN, INC.

December 16, 2014

As owner of 701 Orange Avenue, Bunwin, Inc., hereby agrees to enter into an agreement to provide additional parking (approximately 20 spaces) for the restaurant to be located at 510 Orange Avenue. We agree to use the required 3 candle lighting at both the 701 and 510 buildings.

A handwritten signature in black ink, appearing to be 'S.A. Tarr', with a long horizontal flourish extending to the right.

S.A. Tarr, President

Bunwin, Inc.



Magforce Protection Agency, LLC  
*Protection, is our way of life*

Magnus Huggins  
President/CEO

Armed, Unarmed, Residential & Commercial  
Private, Clubs, Events, & Body Guard

Cell: 732-512-8708 • Phone: 561-613-7861  
Email: [magforceprotection@outlook.com](mailto:magforceprotection@outlook.com)

lic# B1400158

Security Company

Peacock



Magforce Protection Agency, LLC  
*Protection, is our way of life*

Magnus Huggins  
President/CEO

**SERVICES WE PROVIDE**

Armed, Unarmed, Residential & Commercial  
Private, Clubs, Events, & Body Guard

Cell: 732-512-8708 • Phone: 561-613-7861  
Email: [magforceprotection@outlook.com](mailto:magforceprotection@outlook.com)

lic# B1400158

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**ADAM H. PUTNAM**  
COMMISSIONER

**DIVISION OF LICENSING**  
**10/07/17**  
DATE OF EXPIRATION

**10/07/14**  
DATE ISSUED

**B 1400158**  
LICENSE NUMBER

**MAGFORCE PROTECTION AGENCY LLC**

3847 TURTLE RUN BLVD,  
APT 2423  
CORAL SPRINGS, FL 33067

HUGGINS, MAGNUS L, PRESIDENT

THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF  
CHAPTER 493, FLORIDA STATUTES.



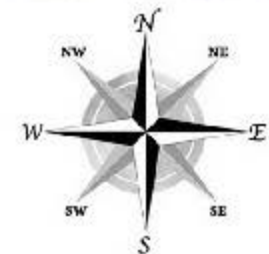
**ADAM H. PUTNAM**  
COMMISSIONER

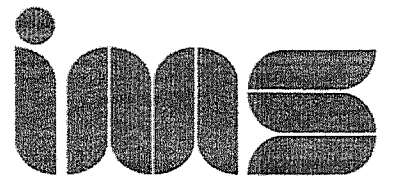


Parking Lot	Parking Spaces	Walking Distance from Establishment
On-street (5 <sup>th</sup> through 7 <sup>th</sup> St)	26	Variable
City Lot at Orange & 7 <sup>th</sup> St	15	410 ft.
701 Orange Avenue	20	450 ft.
North Avenue A/Arcade Overflow	55	740 ft.
Downtown Parking Garage	450	825 ft.



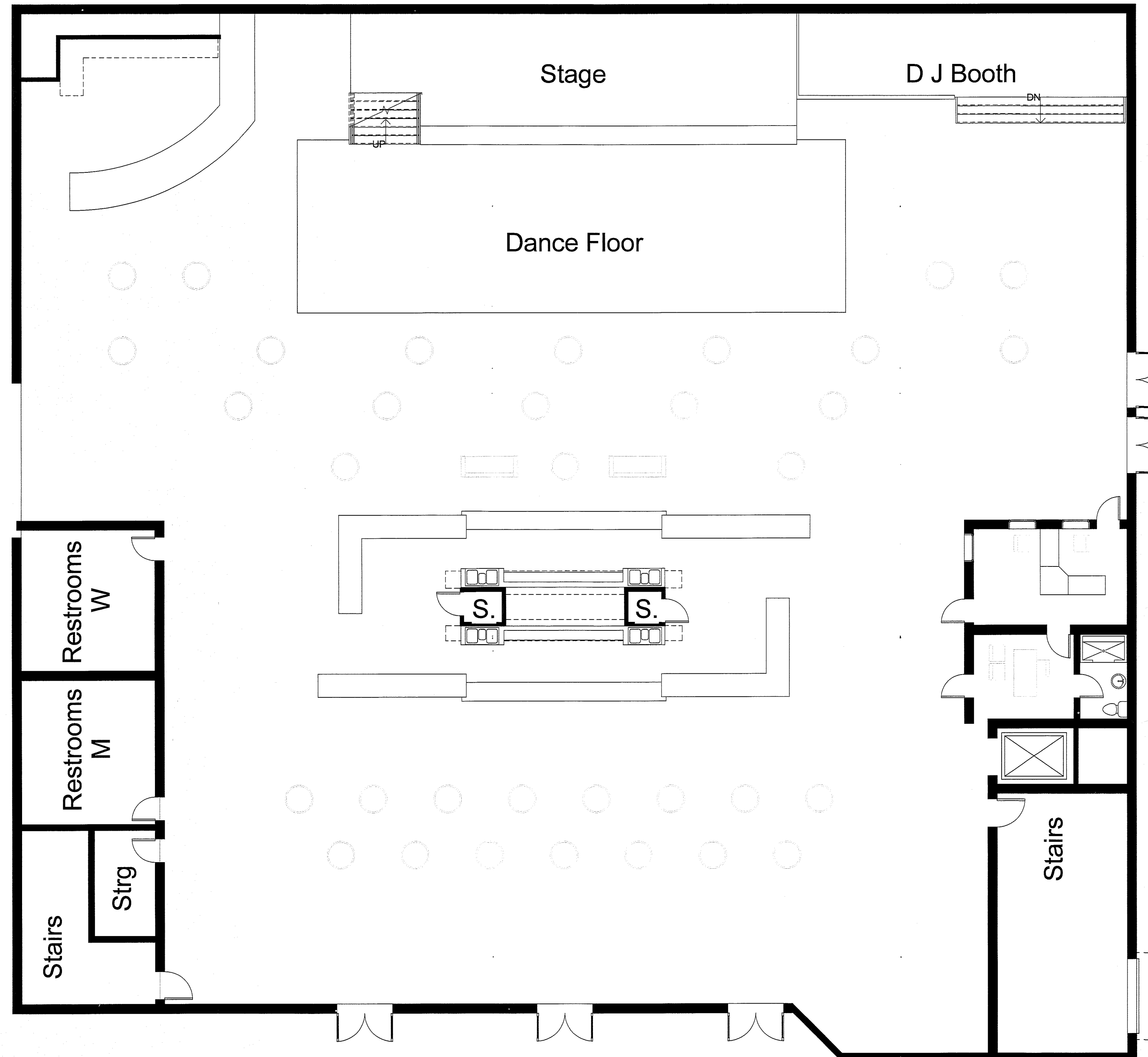
# Celebrity Peacock Jazz & Blues Club Proposed Parking Plan





Integrated Management Services P.A., Inc.  
ENGINEERS PLANNERS PROJECT MANAGERS

INTEGRATED MANAGEMENT  
SERVICES, P.A., INC.  
126 E. AMITE STREET  
JACKSON, MS 39201  
P: 601.968.9194  
F: 601.968.9192



1  
1 of 2 1/8" = 1'-0" 1st Floor

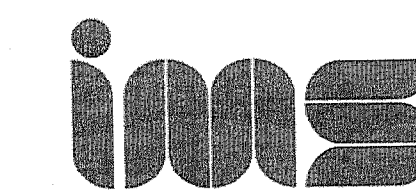
DRAWING REVISIONS		
NO.	REMARKS	DATE

SEAL:  
**NOT FOR CONSTRUCTION**

DRAWN BY: JY	SCALE: 1/8" = 1'-0"
DESIGNED BY: JY	DATE: 12/02/14
CHECKED BY: JY	
FRSH NAME:	
SHEET NAME:	

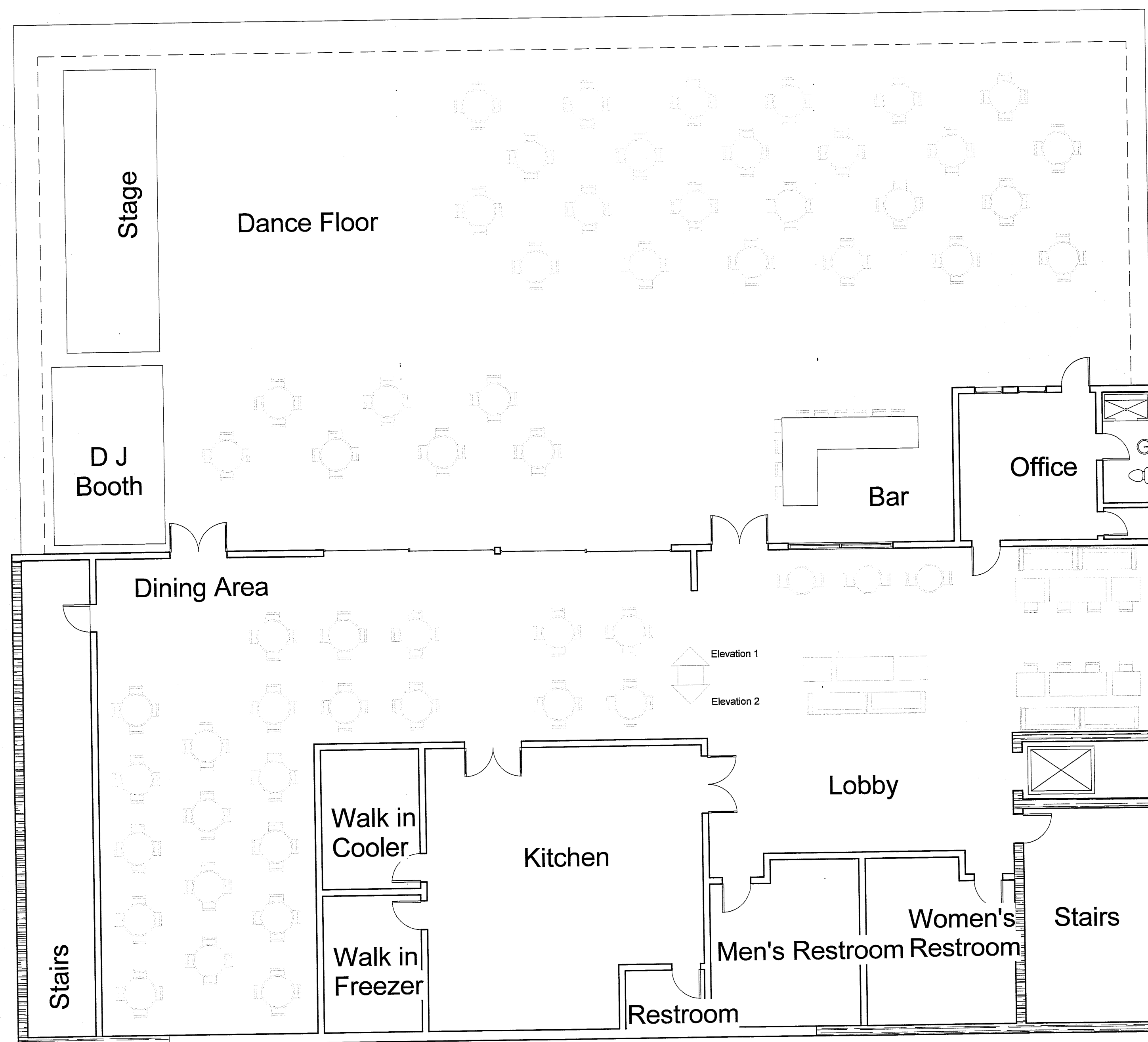
1st Floor

SHEET NUMBER  
**1 of 2**



Integrated Management Services P.A., Inc.  
ENGINEERS PLANNERS PROJECT MANAGERS

INTEGRATED MANAGEMENT  
SERVICES, P.A., INC.  
126 E. AMITE STREET  
JACKSON, MS 39201  
P: 601.968.9194  
F: 601.968.9192



1  
2 of 2 2nd Floor  
1/8" = 1'-0"

DRAWING REVISIONS		
NO.	REMARKS:	DATE:

SEAL:

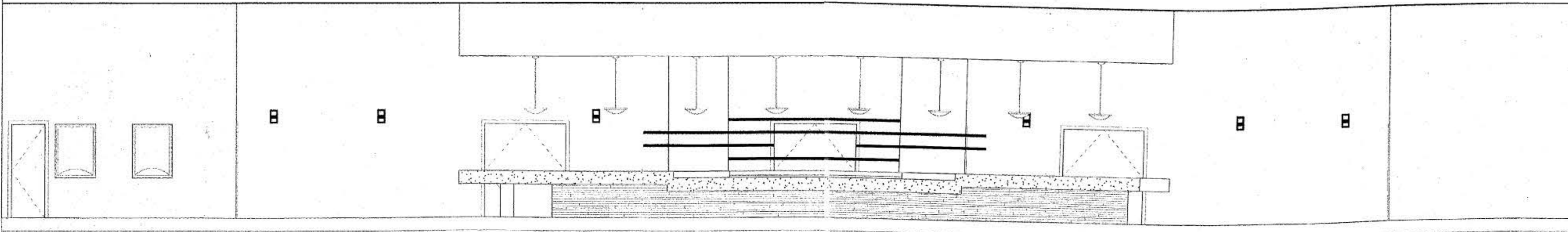
NOT FOR CONSTRUCTION

DRAWN BY: JY	SCALE: 1/8" = 1'-0"
DESIGNED BY: JY	DATE: 12/02/14
CHECKED BY: JY	
DRAWN NAME: JY	
SHEET NAME:	

2nd Floor Phase II

SHEET NUMBER:

2 of 2



2 Bar Elevation  
1/4" = 1'-0"



# CITY OF FORT PIERCE PLANNING BOARD

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## Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON WEDNESDAY, **NOVEMBER 12, 2014**, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

Present: Eduardo Mujica; Phyllis Castro; Tim O'Connell; Erica Ganzi; Robert Poitier; Eloise Cummings; John George; Marcia Baker; Brian Paul; Steve Weaver; Mike Dahan; Bob Burdge, Chairman

Staff Present: Rebecca Grohall, AICP, Planning Manager  
James Walker, Assistant City Attorney  
Kori Benton, Historic Preservation Officer  
Clarissa Davis, Planner  
Alison Rutkowski, Planning Analyst  
Alicia Rosenthal, Administrative Assistant

**4. CONSIDERATION OF ABSENCES**

All members were present.

**5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS**

Since all members were present, the alternate members were able to participate in discussions.

**6. APPROVAL OF MINUTES**

a. October 14, 2014 Meeting

Motion was made by Phyllis Castro, seconded by Robert Poitier to approve the minutes from the October 14, 2014 meeting.

AYE: Eduardo Mujica, Phyllis Castro, Tim O'Connell, Erica Ganzi, Robert Poitier, Eloise Cummings, John George, Marcia Baker, Brian Paul, Chairman Bob Burdge

Passed

## 7. NEW BUSINESS

### a. Annexation - Twenty-two (22) Parcels

Ms. Davis gave an overview of the application. Board discussion ensued. Harold Smith commented. Ms. Grohall commented on a better annexation strategy.

Motion was made by John George, seconded by Robert Poitier to forward a recommendation of approval to the City Commission to annex these parcels into Fort Pierce City Limits as it furthers the goals, objectives and policies of the Comprehensive Plan.

AYE: Eduardo Mujica, Phyllis Castro, Tim O'Connell, Erica Ganzi, Robert Poitier, Eloise Cummings, John George, Marcia Baker, Brian Paul, Chairman Bob Burdge

Passed

### b. Proposed Zoning Regulations for Medical Marijuana Facilities

Because Medical Marijuana was not passed by the state of Florida on November 5, 2014 the item is being removed from the agenda.

Motion was made by Phyllis Castro, seconded by Robert Poitier to remove this item from the agenda.

AYE: Eduardo Mujica, Phyllis Castro, Tim O'Connell, Erica Ganzi, Robert Poitier, Eloise Cummings, John George, Marcia Baker, Brian Paul, Chairman Bob Burdge

Passed

### c. Zoning Atlas Amendment - Seaway Drive (Eight Parcels)

Ms. Davis gave an overview of the application. Board discussion ensued. William Stoddard, Applicant Representative from Schulke, Bittle and Stoddard commented. Harold Smith, Resident, suggested to make single family residence an approved use in C-5 zoning instead of a conditional use. Terry Wolters, Property Owner, commented. Blades Robinson, Property Owner, commented.

Motion was made by Marcia Baker, seconded by John George to forward a recommendation of approval to the City Commission for a Zoning Atlas Amendment (Rezoning) from C-5 Tourist Commercial to R-4A, Hutchinson Island Medium Residential.

AYE: Brian Paul, Eloise Cummings, John George, Erica Ganzi, Marcia Baker, Robert Poitier, Tim O'Connell, Phyllis Castro, Eduardo Mujica, Chairman Bob Burdge

Passed

### d. Comprehensive Plan Map Amendment (LPA Hearing) - Seaway Drive (Eight Parcels). The Planning Board, as the Local Planning Agency, is to review and provide a recommendation.

Ms. Davis gave an overview of the application.

Motion was made by Marcia Baker, seconded by John George to forward a recommendation of approval to the City Commission for a Comprehensive Plan Amendment from GC, General Commercial to HR, Hutchinson Island Residential.

AYE: Phyllis Castro, Tim O'Connell, Robert Poitier, Marcia Baker, Erica Ganzi, John George, Eloise Cummings, Brian Paul, Eduardo Mujica, Chairman Bob Burdge  
Passed

**e. Conditional Use Approval - 1913 Surfside Drive**

Ms. Rutkowski gave an overview of the application. Board discussion ensued. Jeff McCauley, Representative, commented.

Motion was made by Phyllis Castro, seconded by Erica Ganzi to forward a recommendation of approval to the City Commission for a Conditional Use for a portion of the new deck.

AYE: Eloise Cummings, John George, Erica Ganzi, Marcia Baker, Robert Poitier, Tim O'Connell, Phyllis Castro, Eduardo Mujica, Brian Paul, Chairman Bob Burdge  
Passed

**f. Conditional Use Approval - 1905 Okeechobee Road**

Mr. Benton gave an overview of the application. Board discussion ensued. Mike Menard, Representative, from Cook and Menard Architecture commented.

Motion was made by Erica Ganzi, seconded by Marcia Baker to forward a recommendation of approval to the City Commission with the following condition that all landscaping be completed prior to final inspection and Certificate of Occupancy and that the parking lot lighting is up to code.

AYE: Tim O'Connell, Robert Poitier, Marcia Baker, Erica Ganzi, John George, Eloise Cummings, Brian Paul, Eduardo Mujica, Phyllis Castro, Chairman Bob Burdge  
Passed

**g. Conditional Use Approval (with no new construction) - 3204 Ohio Avenue**

Ms. Davis gave an overview of the application. Board discussion ensued.

Motion was made by John George, seconded by Robert Poitier to forward a recommendation of approval to the City Commission with the following conditions to be completed and within 7 days of City Commission approval:

1) That all Code Compliance issues be resolved including:

- Operating a business without a business license
- Fence maintenance
- Lot Clearing - Landscape Maintenance
- Outside Storage

2) That landscaping per Section 22-67(e)(5) shall be provided along the fence on Nebraska Avenue.

AYE: John George, Erica Ganzi, Marcia Baker, Robert Poitier, Tim O'Connell, Phyllis Castro, Eduardo Mujica, Brian Paul, Eloise Cummings, Chairman Bob Burdge  
Passed

**h. Site Plan Approval - Orange Avenue & N. 17th Street**

Ms. Davis gave an overview of the application. Board discussion ensued. Matt Walker, Engineer of Record, from LBYD, commented.

Motion was made by Robert Poitier, seconded by John George to forward a recommendation of approval to the City Commission to construct a 10,000 square-foot Family Dollar retail facility.

AYE: Robert Poitier, Marcia Baker, Erica Ganzi, John George, Eloise Cummings, Brian Paul, Eduardo Mujica, Phyllis Castro, Tim O'Connell, Chairman Bob Burdge  
Passed

**i. Site Plan Approval and Application for Waiver of Distance - 1918 Seaway Drive**

Mr. Benton gave an overview of the application. Board discussion ensued. Daniel Sorrow, Agent for Applicant from Coteleur & Hearing commented. Mr. Walker explained that the Planning Board does not have the ability to waive application of the code and ordinances therefore the applicant could go to the Board of Adjustment and get a Variance that would permit the lower foot candles on the Waiver of Distance.

Motion was made by Robert Poitier, seconded by Marcia Baker to forward a recommendation of approval to the City Commission for the proposed site plan to construct a restaurant and tiki bar.

AYE: Erica Ganzi, Marcia Baker, Robert Poitier, Tim O'Connell, Phyllis Castro, Eduardo Mujica, Brian Paul, Eloise Cummings, John George, Chairman Bob Burdge  
Passed

Motion was made by Marcia Baker, seconded by Robert Poitier to forward a recommendation of approval to City Commission for the Waiver of Distance for a restaurant and tiki bar.

AYE: Marcia Baker, Erica Ganzi, John George, Eloise Cummings, Brian Paul, Eduardo Mujica, Phyllis Castro, Tim O'Connell, Robert Poitier, Chairman Bob Burdge  
Passed

**j. Application for Waiver of Distance – 510 Orange Avenue**

Mr. Benton gave an overview of the application. Board discussion ensued. Mike Menard, Applicant Representative, from Cook & Menard Architecture commented. Kathy Krueger from First United Methodist Church commented. Robert Smith, Applicant, commented.

Motion was made by Marcia Baker, seconded by Robert Poitier to forward a recommendation to the City Commission for approval of the Waiver of Distance for a 4COP Alcoholic Beverage License for the proposed establishment in accordance with the proposed site improvements and parking plan, with the following conditions:

- 1) The applicant meets the City parking requirements contained in 22-60, by providing payment in-lieu for the space deficiency, or secure shared parking agreements with neighboring property owners, ensuring hours of operation do not overlap and satisfactory legal evidence is presented to the city commission to confirm authorization of use.
- 2) The applicant certifies that the parking lot lighting requirement (3 foot candle average) is met for the parking lot areas to be utilized in connection with the establishment.

AYE: Marcia Baker, Robert Poitier, Tim O'Connell, Eduardo Mujica, Brian Paul, Eloise Cummings, John George, Erica Ganzi, Chairman Bob Burdge  
NAY: Phyllis Castro  
Passed

**8. BOARD COMMENTS**

Chairman Burdge announced Ms. Castro's resignation due to her relocation out of Ft. Pierce.

Mr. Walker commented on what the City Commission will be doing to fill the vacancy.

Chairman Burdge asked the board to fill out the demographic form that was given out and turn into the Planning Department.

**9. ADJOURNMENT**

**City Commission Regular Meeting**

**Agenda Item # 11. a.**

**Meeting Date:** 04/20/2015

**Re:**

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**SUBJECT:**

Baccalaureate Degree Legislation Update - Andy Treadwell, Administrative Director of Legislative and Executive Communications, Indian River State College.

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**Form Review**

Form Started By: Linda Cox

Started On: 04/16/2015 11:43 AM

Final Approval Date: 04/16/2015

**City Commission Regular Meeting**

**Agenda Item # 11. b.**

**Meeting Date:** 04/20/2015

**Re:** FPUA Commercial Services

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

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**SUBJECT:**

FPUA Commercial Utility Services Application process presentation by Bill Abramowicz,  
Customer Service Manager

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**Attachments**

FPUA Commercial PPT

Commercial Accts Backup

---

**Form Review**

Form Started By: Linda Cox

Started On: 03/05/2015 11:11 AM

Final Approval Date: 03/05/2015

# Commercial Utility Services





# Commercial Utility Considerations

- **Business Plan**
- **Business Resources - IRSC, SBDC and SCORE**



# Equipment and Property Upgrades

- Renovation Upgrades – Equipment, Grease traps, Service Upgrades/Property Owner/Business Operator
- City of Fort Pierce/St. Lucie County Codes and Ordinances/Permitting



# Deposits

- Deposits – Average two months bill (using current rates; based on hours of operations, sq. ft., type of business)
  - Service is provided for thirty (30) days and then FPUA bills the customer for service. The customer is then allowed to use services for another thirty days. If no payment is received for the first thirty days, by the due date, we disconnect for non-payment, thereby leaving a sixty (60) day, or two-month bill outstanding.
  - Cash/Letter of Credit/Surety Bond
  - Extensions for commercial accounts based on deposit



# Commercial Application

FPUA has a very detailed application process

- All the proper business information
- FPUA is aware of the type of business operation to better serve the customer and ensure our services are provided properly, and do not affect other customers



# Rates & Demand Metering

- Current Rates are provided on [www.fpua.com](http://www.fpua.com)
- Electric, Demand, Water, Wastewater, Natural Gas, Solid Waste, Power Cost Adjustment and Purchased Gas Adjustment
- Fiber, Dedicated Internet [www.fpua.net](http://www.fpua.net)
- Demand customer at 21 kW; lower electric rate, but includes a demand charge; some customers better off with a demand charge



# Collections

- FPUA sends customers a utility bill. The bill is due twenty-days later. A penalty charge of 1.5% is applied if not paid by this date, and a Past Due or Cut-off notice is mailed.
- When the next bill is ready to go out, if the previous bill has not been paid a \$15.00 Late Payment Charge is applied, and the account is subject to disconnection for non-payment.



# Other Charges

- Taxes, Surcharges and Gross Receipts
  - City of Fort Pierce Utility Taxes for the City of Fort Pierce customers; Outside the City Surcharges for the St. Lucie County (SLC) customers; St. Lucie County Franchise Fees for SLC customers; Florida State Sales Taxes; SLC School Taxes; and State of Florida Gross Receipts Tax. These calculations are based on the amount of utilities used. In addition, FPUA forwards 6% of FPUA's total gross revenues to the City of Fort Pierce, which is included in our base rates.



# Other Charges

- Inactive Account Charges
  - Incur minimum charges
- Capital Improvement Charges (CIC)
  - Installment Payment Program (IPP) for the Services and Facilities furnished by the Water System and the Wastewater System



# Commercial Services

Key Accounts/Commercial Services or our Customer Service Representatives will assist any customer with questions on these issues.

772-466-1600

Questions?

## Commercial Utility Services

Fort Pierce Utilities Authority (FPUA) serves approximately 5,000 commercial customers, many of them successful, long time businesses. FPUA is located in our downtown area near other government agencies, at 206 S. 6<sup>th</sup> St. Our employees live near and shop in these businesses, and are encouraged to spend their money with the businesses in our community. We realize small businesses are the lifeblood of our community and we aid their operations through our support and patronage. FPUA sponsors and participates in many charitable events and our employees volunteer for many events throughout the community.

Our intent here is not to provide instructions on “How to Run Your Business” or overstep our boundaries. However, after working with many businesses over the years, staff has noticed that some of these topics surprised a start-up business owner that had a good idea but was not aware of the utility related considerations and other issues.

## IRSC, SBDC and SCORE

Indian River State College (IRSC) has resources and classes available to assist in developing or maintaining a business. Small Business Development Center (SBDC) is a government agency which provides a vast array of technical assistance to small businesses and aspiring entrepreneurs. Service Corps of Retired Executives (SCORE) consist of volunteer business people assisting small businesses solve business problems. Volunteers give freely of their time, energy and knowledge to help others.

## Make a Business Plan

A business plan is necessary for any financing and will help keep the business on track. You may be able to present the plan to IRSC, SCORE, or SBDC to determine if the plan is sufficient.

## **Of Major Importance to Consider for Any Business Venture**

Business start-ups should call FPUA (772) 466-1600 ext. 3900 to inquire about the average bills for the location, the utilities serving the location (may need city water and wastewater if property doesn't have those services), what the deposit amount will be, and verify potential upgrades necessary for electric, water, wastewater, grease traps, and natural gas to ensure the associated costs are within the business's budget. A site may be a beautiful location for a restaurant, but may not have a grease trap, which is required in a restaurant; or the location may need an upgrade for the grease trap due to the type of cooking they intend to do (frying costs more), or may need another type of service upgrade, and that can be expensive. The property may be older and not energy efficient, or have an outdated air conditioning unit or other equipment which could make for a high utility bill. Utility costs can be a large expense for certain types of businesses, and the utility costs could be lowered by using energy efficient equipment.

Stated best practices for start-ups are to keep capital reserves to support the business until the business begins to profit, and for incidentals, including money needed to cover utility costs. Other start-up expenses to be considered include building renovations (inside and out), parking lot renovations (handicap spaces, landscaping) and other costs necessary to satisfy City/County permitting requirements and ordinances, all required before opening. Also keep in mind funding will be needed for potential changes due to inspections by City/County/Fire Dept. which may be required to open the business.

## Deposits

Deposit calculations are performed in accordance with FPUA Deposit Resolutions. Deposits are necessary to cover FPUA revenue loss that may occur when utility customers experience cash flow deficits and are unable to pay their bill. Commercial deposits are based on an average of two-month's utility bills at the location. If the last business was a laundry mat and the new business is a laundry mat, we base the new deposit on the history at the location, assuming the same equipment is in place. If the old business is different from the new business, such as the prior laundry mat is now an insurance office, we calculate the deposit based on hours of operation, square footage, type of business, etc., along with our current rates, to determine the deposit. Utility rate calculations include write-offs or unpaid balances from other customers. It is unfair for our current customer base to support the costs of a failed business; so to avoid this potential risk, FPUA fully deposits our commercial accounts.

The reason FPUA uses an "average two-month bill" is that service is provided for thirty (30) days before FPUA bills the customer for service. The customer is then allowed to use services for another thirty days. If no payment is received for the first thirty days by the due date, we disconnect for non-payment, thereby leaving a sixty (60) day, or two-month bill outstanding. So in essence, the customer is paying their last two billings in advance when establishing service. This is an industry-wide standard, supported by the Florida Public Service Commission and the Florida Statutes. There are some utilities that require more than a two-month bill for deposit. FPUA Deposit Resolutions are available at [www.fpu.com](http://www.fpu.com). If the business has payment issues along the way, FPUA is often asked to extend the customer beyond their normal date for disconnecting the service for non-payment for several days or more. The first thing our representatives will do is compare the deposit to the amount owed. If the customer already owes more than the deposit, it is doubtful the customer will get an extension for payment. For that reason, it may be better to have more deposit on hand than necessary when starting the business. The business is not required to place cash with FPUA for the deposit, although cash is one option. The customer may apply to their bank for a Letter of Credit, or apply to their insurance company for a Surety Bond. The customer pays those agencies a percentage of the required deposit amount each year, and the agency will cover the debt if the business closes and is unable to pay the final balances. FPUA must provide the language needed for these alternate options, via a form.

## Commercial Applications

FPUA has a very detailed application process for two reasons: To make sure we have all of the businesses proper information, and to make sure FPUA is aware of the type of business operation to better serve the customer and ensure our services are provided properly without negatively affecting other customers. The application is available on [www.fpu.com](http://www.fpu.com). Once the application process is complete and approved, the services will be turned on, usually the next business day. Failure to properly disclose everything requested on the application, or to have adequate services available for the business, may result in an interruption of services until the business is in compliance with FPUA's Rules and Regulations and requirements for service.

## Rates

FPUA has a variety of rates available to customers, based on load type, meter size and other factors. The choice of the appropriate rate schedule, when the customer is eligible for more than one, is the responsibility of the customer.

FPUA also has Economic Development Rates; the most current rates available are in our Rate Resolutions on our web site.

## Demand Metering

Demand metering allows a utility company to recover costs associated with keeping enough "generation capacity" on-line to meet the electricity demands of certain customers. These customers in the FPUA system are any commercial account with a twenty-one (21) kilowatt demand or higher. If you desire a more verbose discussion of demand, please go to our web site.

## Collection Policies

FPUA sends customers a utility bill. The bill is due twenty (20) days later. A penalty charge of 1.5% is applied if not paid by this date, and a Past Due or Cut-off notice is mailed to the customer. When the next month's bill is ready to be mailed, if the previous bill has not been paid, a \$15.00 Late Payment Charge is applied and the account is subject to disconnection for non-payment. Once disconnected, most typical reconnects are \$35.00, but if FPUA personnel had to disconnect the service at the pole it is \$75.00. The charge for a large CT Meter is \$300.00, due to the complexity of the disconnect/reconnect. Reconnects for payment are completed the same day, by 7:00 p.m. FPUA would prefer not to interrupt a business's operations, so please pay by the due date or call us for an arrangement.

## Other

Please review our website for other important information, especially, [http://www.fpu.com/important\\_information/resolutions.php](http://www.fpu.com/important_information/resolutions.php) for the Rules and Regulations of Customer Service, Service Charges, Deposit information and Rates.

## Taxes, Surcharges and Gross Receipts

FPUA collects: City of Fort Pierce Utility Taxes for the City of Fort Pierce customers; Outside the City Surcharges for the St. Lucie County (SLC) customers; St. Lucie County Franchise Fees for SLC customers; Florida State Sales Taxes; SLC School Taxes; and State of Florida Gross Receipts Tax. These calculations are based on the amount of utilities used. In addition, FPUA forwards 6% of FPUA's total gross revenues to the City of Fort Pierce, which is included in our base rates.

## Department of Revenue (DOR)

Check the Department of Revenue (DOR) website about applicable taxes. Also, check with the DOR's web site about possible tax exemptions available to certain businesses and charitable organizations. Many FPUA customers qualify for these exemptions and avoid sales taxes on electric and gas. Once that exemption is received from the DOR, the customer may also be eligible for utility tax exemptions for electric and water, via the City of Fort Pierce. There are also Manufacturer's Exemptions, Enterprise Zones, etc. which offer incentives and tax breaks. Check to see what is available at your address.

## Inactive Account Charges

Inactive meters at a location still incur minimum charges. See FPUA's Resolutions for amounts and options.

## Capital Improvement Charges

Capital Improvement Charges (CIC's) are costs to off-set impact to FPUA for the Services and Facilities furnished by FPUA. These may apply to new customers or existing services where demand for services increases.

FPUA's Board of Directors adopted an Installment Payment Program with the implementation of Resolution No. UA 2012-8, which is available for certain customers and situations. This program is not available for developers of Residential projects on sub-divided parcels or multi-family Residential projects.

See the Resolution numbers mentioned above, or go to [www.fpu.com](http://www.fpu.com) for the most current Resolution that applies to CIC's and Installment Payments.

**City Commission Regular Meeting**

**Agenda Item # 11. c.**

**Meeting Date:** 04/20/2015

**Re:** 2nd Quarter Financial Report

**Submitted For:** Gloria Johnson, Finance Director, Finance Department

---

**SUBJECT:**

Presentation of the Financial Report for the quarter ending March 31, 2015.

**SUMMARY:**

The financial report for the period ending March 31, 2015, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building and Fort Pierce Redevelopment Agency Funds. The financial report shows comparative information for the second quarter of fiscal 2014 and 2015.

**RECOMMENDATION:**

The Finance Department welcomes any suggestions and/or changes to the format or content.

**ALTERNATIVES:**

The report can be enhanced or changed completely.

**RESPONSIBLE STAFF:**

Finance Director and Chief Accountant

**COORDINATED WITH:**

Finance Department and City Manager

---

**Fiscal Impact**

**Budgeted Y/N:** y

**Fiscal Year:** 2015

**Account:**

**Amount:**

**OTHER INFORMATION:**

Budgeted

---

**Attachments**

2nd Quarter Financial Report

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**Form Review**

**Inbox**

Finance Department  
City Manager

**Reviewed By**

Gloria Johnson  
Jennifer Robinson

**Date**

04/13/2015 02:00 PM  
04/13/2015 04:37 PM

Form Started By: Johnna Morris  
Final Approval Date: 04/14/2015

Started On: 04/13/2015 01:44 PM



# City of Fort Pierce Financial Report For Quarter Ending March 31, 2015

**CITY OF FORT PIERCE, FLORIDA  
FUND EVALUATION REPORT  
FOR THE QUARTER ENDING  
March 31, 2015**

Evaluation Criteria	General Fund	Marina Fund	Solid Waste	Golf Course	Sunrise Theatre	Building & Code
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes	Yes	No
The expense budget is on target.	Yes	Yes	Yes	Yes	Yes	Yes
Positive Net Operating Income	Yes	Yes	Yes	Yes	Yes	No
The fund cash balance is positive.	Yes	Yes	Yes	Yes	Yes	Yes
The fund current financial position is stable.	Yes	Yes	Yes	Yes	Yes	Yes

Evaluation Criteria	CRA Operating	103 CDBG	105 SHIP	106 HHR	199 Emerg
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes	Yes
The fund cash balance is positive.	No	Yes	Yes	Yes	Yes
The fund current financial position is stable.	Yes	Yes	Yes	Yes	Yes

**GENERAL FUND**  
**Projected (Shortage) or Overage for**  
**Fiscal Year 2014/15**

	1ST QUARTER	2ND QUARTER
REVENUES:		
CURRENT AD VALOREM	0	0
DELINQUENT AD VALOREM	0	0
LOCAL OPTION GAS TAX	0	0
TELECOMMUNICATION TAX	0	(250,000)
UTILITY TAX	0	0
OCCUPATIONAL LICENSE & PERMITS	0	0
STATE SHARED REVENUES	0	100,000
CHARGES FOR SERVICES	0	0
COURT & OTHER FINES	0	0
INTEREST ON INVESTMENTS	0	0
MISCELLANEOUS CONTRACTUAL REVENUE	0	0
UTILITY AUTHORITY TRANSFER	0	131,000
INTER-FUND TRANSFER	0	
FUND BALANCE	0	
	0	
REVENUE TOTALS	0	(19,000)

GENERAL FUND  
 Projected (Shortage) or Overage for  
 Fiscal Year 2014/15    CONT'D

	1ST QUARTER	2ND QUARTER
EXPENDITURES:		
SALARIES AND BENEFITS	0	0
EXPENDITURES	0	0
CAPITAL	0	0
GRANTS AND AIDS	0	0
FUNDS TRANSFER	0	0
	_____	_____
EXPENDITURES TOTALS	0	0
PROJECTED REVENUE OVERAGE (SHORTAGE)	<u>0</u>	<u>(19,000)</u>

**GENERAL FUND - REVENUE DETAIL**

	2013/14 Budget	2013/14 Actual	Yr. Lapse 50%	2014/15 Budget	2014/15 Actual	Yr. Lapse 50%
<b><u>Taxes</u></b>						
311 10 Current Ad Valorem	\$ 12,386,111	\$ 10,054,167	81.17%	\$ 12,437,017	\$ 10,588,248	85.13%
311 15 Ad Valorem Adjustment Amount	(619,306)	0	0.00%	(621,851)	0	0.00%
311 20 Delinquent Ad Valorem	50,000	8,478	16.96%	50,000	13,136	26.27%
312 31 Local Option Gas Tax	1,340,000	617,401	46.07%	1,230,000	592,295	48.15%
312 32 New Local Option Gas Tax	950,000	460,341	48.46%	900,000	421,020	46.78%
314 10 Public Service Electricity	2,050,000	1,009,143	49.23%	1,950,000	1,008,672	51.73%
314 11 Electricity FPL	250,000	169,735	67.89%	250,000	175,752	70.30%
314 20 Telecommunications Tax	1,725,000	726,371	42.11%	1,600,000	672,296	42.02%
314 30 Public Service Water	425,000	221,519	52.12%	425,000	221,416	52.10%
314 30 Miscellaneous Taxes	0	455	0.00%	0	521	0.00%
<b>Total Taxes</b>	<b>\$ 18,556,805</b>	<b>\$ 13,267,610</b>	<b>71.50%</b>	<b>\$ 18,220,166</b>	<b>\$ 13,693,356</b>	<b>75.15%</b>
<b><u>Licenses and Permits</u></b>						
321 20 Occupational Licenses	\$ 270,000	\$ 257,063	95.21%	\$ 283,500	\$ 270,215	95.31%
323 10 Planning & Zoning Fees	25,000	4,890	19.56%	25,000	22,670	90.68%
323 30 Amendments	3,000	25,220	840.67%	3,000	2,687	89.57%
323 60 Sign Fees	0	2,665	0.00%	0	3,770	0.00%
323 90 Miscellaneous	25,000	6,933	27.73%	25,000	19,044	76.18%
329 10 Animal Licenses	3,000	2,301	76.70%	3,000	6,061	202.03%
329 20 Lot Clearing Permits	5,000	238	4.76%	5,000	0	0.00%
329 30 Demolition Permits	0	5,524	0.00%	0	3,794	0.00%
329 90 Tree Permits/Special Events	500	200	40.00%	500	1,500	300.00%
<b>Total Licenses and Permits</b>	<b>\$ 331,500</b>	<b>\$ 305,034</b>	<b>92.02%</b>	<b>\$ 345,000</b>	<b>\$ 329,741</b>	<b>95.58%</b>
<b><u>Intergovernmental Revenues</u></b>						
331 50 Disaster Relief Grant	\$ 0	\$ 0	0.00%	\$ 0	\$ 68,122	0.00%
335 12 State Revenue Sharing	\$ 1,125,000	\$ 578,697	51.44%	1,125,000	596,609	53.03%
335 13 Half Cent Sales Tax	1,300,000	721,072	55.47%	1,300,000	775,605	59.66%
335 14 Mobile Home License	30,000	31,814	106.05%	30,000	30,841	102.80%
335 15 Beverage License	31,000	2,985	9.63%	31,000	2,170	7.00%
335 22 Casualty Premium Tax	240,000	0	0.00%	240,000	0	0.00%
335 41 Fuel Tax Refund	55,000	22,475	40.86%	55,000	30,729	55.87%
338 20 County Shared Occup. License	58,000	9,203	15.87%	58,000	9,021	15.55%
339 10 Payments in Lieu of Tax-Hsg Auth	21,000	0	0.00%	21,000	50,180	238.95%
<b>Total Intergovernmental Rev.</b>	<b>\$ 2,860,000</b>	<b>\$ 1,366,246</b>	<b>47.77%</b>	<b>\$ 2,860,000</b>	<b>\$ 1,563,277</b>	<b>54.66%</b>

**GENERAL FUND - REVENUE DETAIL**

	<b>2013/14 Budget</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Budget</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b><u>Charges for Services</u></b>						
341 30 Sale Maps and Publications	500	89	17.80%	500	0	0.00%
341 40 Certified Copying & Rec Search	27,000	14,343	53.12%	27,000	12,645	46.83%
341 41 Reproduction-City Hall	6,000	(253)	-4.22%	6,000	(36)	-0.60%
341 42 Application Fee	3,000	5,775	192.50%	3,000	5,635	187.83%
341 90 Investigative Surcharge	21,000	13,446	64.03%	21,000	14,178	67.51%
341 91 Jury Duty and Fees	100	0	0.00%	100	6	6.00%
341 92 Qualifying Fees	1,000	0	0.00%	1,000	0	0.00%
341 93 Data Processing Services	1,000	1,440	144.00%	1,000	0	0.00%
343 91 Lot Clearing-Admin. Charge	10,000	5,327	53.27%	10,000	3,094	30.94%
343 92 Rotation Towing-Admin. Charge	35,000	12,925	36.93%	35,000	12,750	36.43%
347 40 Community Center/Bus. Social	33,000	16,798	50.90%	33,000	28,426	86.14%
347 42 Community Center Special Events	25,000	20,785	83.14%	25,000	15,935	63.74%
347 44 Community Center Rental Fees	20,000	10,490	52.45%	20,000	10,788	53.94%
347 48 Community Center Events	10,000	8,661	86.61%	10,000	9,357	93.57%
347 49 Community Center Other	8,000	615	7.69%	8,000	2,788	34.85%
347 92 Youth Activity Funds	0	0	0.00%	0	2,200	0.00%
<b>Total Charges for Services</b>	<b>\$ 200,600</b>	<b>\$ 110,441</b>	<b>55.06%</b>	<b>\$ 200,600</b>	<b>\$ 117,766</b>	<b>58.71%</b>
<b><u>Fines and Forfeitures</u></b>						
351 10 Court Fines	\$ 70,000	\$ 33,230	47.47%	\$ 70,000	\$ 35,656	50.94%
351 30 Police Education	8,500	4,190	49.29%	8,500	4,631	54.48%
354 10 Alarm Permit Violations	15,000	0	0.00%	15,000	425	2.83%
354 20 License Penalties	10,000	10,140	101.40%	10,000	11,563	115.63%
354 30 Animal Control	4,000	2,686	67.15%	4,000	3,979	99.48%
354 50 Property Code Violations	45,000	70,657	157.02%	60,000	36,080	60.13%
<b>Total Fines &amp; Forfeitures</b>	<b>\$ 152,500</b>	<b>\$ 120,903</b>	<b>79.28%</b>	<b>\$ 167,500</b>	<b>\$ 92,334</b>	<b>55.12%</b>
<b><u>Miscellaneous Revenues</u></b>						
361 10 Interest on Investments	\$ 40,000	\$ 11,535	28.84%	\$ 40,000	15,888	28.84%
361 20 Interest of SBA	0	0	0.00%	0	0	0.00%
361 33 Other Interest Earnings	1,750	602	34.40%	1,750	11,425	34.40%
362 11 Anchor Carwash	1,440	0	0.00%	1,440	0	0.00%
362 13 Rent - Little Jim	24,000	12,435	51.81%	24,000	12,000	51.81%
362 14 Rent - Old City Hall	0	0	0.00%	0	9,138	0.00%
362 15 Misc. Rental	0	1,510	0.00%	0	(917)	0.00%

**GENERAL FUND - REVENUE DETAIL**

	<b>2013/14 Budget</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Budget</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b>Miscellaneous Revenues contd.</b>						
363 10 Liens	2,000	15,840	792.00%	2,000	7,453	372.65%
363 30 Demolitions	0	0	0.00%	0	8,143	0.00%
363 40 Lot Clearing	0	6,700	0.00%	0	3,431	0.00%
363 50 Interest on Assessments	0	50	0.00%	0	1,555	0.00%
364 41 Sales of Surplus Equipment	0	919	0.00%	0	2,854	0.00%
365 10 Sale of Scrap	0	2,022	0.00%	0	0	0.00%
366 90 Other Contributions/Donations	400	310	77.50%	400	4,050	1012.50%
367 00 Gain/Loss on Sale of Investments	5,000	5,234	104.68%	5,000	9,680	193.60%
369 31 Reimbursement of Expenditures	50,000	112,130	224.26%	112,578	113,568	100.88%
369 32 Purchasing Card Rebate	40,000	84,178	210.45%	40,000	60,077	150.19%
<u>Reimbursement Contractual Services</u>						
369 40 Reimbursement-Contract Svcs	0	0	0.00%	0	0	0.00%
369 41 Marina	1,500	0	0.00%	36,678	0	0.00%
369 42 Solid Waste	0	0	0.00%	0	0	0.00%
369 43 Community Dev. Block Grant	0	330	0.00%	0	20	0.00%
369 45 Stormwater	750,000	187,313	24.98%	550,000	98,146	17.84%
369 46 Golf Course	30,000	13,500	45.00%	30,000	15,000	50.00%
369 47 Sunrise Theatre	30,000	7,500	25.00%	30,000	15,000	50.00%
369 49 Accidents	15,000	10,000	66.67%	15,000	0	0.00%
369 50 Other Misc Revenues	5,000	1,178	23.56%	5,000	1,680	33.60%
<u>Administrative Reimbursement</u>						
369 51 Ft. Pierce Redevelopment Agcy	75,000	25,000	33.33%	75,000	37,500	50.00%
369 52 Marina	40,000	20,000	50.00%	40,000	20,000	50.00%
369 53 Sanitation	80,000	30,000	37.50%	80,000	40,000	50.00%
369 54 Utilities Authority	0	7,432	0.00%	0	6,587	0.00%
369 55 Retirement & Benefit System	106,000	53,000	50.00%	125,000	62,502	50.00%
369 57 St. Lucie County	0	19,096	0.00%	0	0	0.00%
369 59 Police Department/Detail Work	30,500	6,309	20.69%	30,500	3,635	11.92%
369 61 Building Department	85,000	45,250	53.24%	85,000	42,500	50.00%
<u>Other Miscellaneous Reimbursements</u>						
369 60 State of Florida	407,358	0	0.00%	334,064	6,208	1.86%
369 85 Settlement of Claims	25,000	3,716	14.86%	25,000	30,271	121.08%
369 90 Other Misc. Revenues	5,000	444	8.88%	5,000	5,852	117.04%
<b>Total Miscellaneous Revenues</b>	<b>\$ 1,849,948</b>	<b>\$ 683,533</b>	<b>36.95%</b>	<b>\$ 1,693,410</b>	<b>\$ 643,246</b>	<b>37.99%</b>

**GENERAL FUND - REVENUE DETAIL**

	<b>2013/14 Budget</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Budget</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b>Interfund Transfers</b>						
381 23 Transfer from Special Revenue	\$ 60,000	\$ 0	0.00%	\$ 100,000	\$ 0	0.00%
381 90 Intergovernmental Fund	0	0	0.00%	0	0	0.00%
381 91 FPRA Debt Services	2,833,627	2,826,680	99.75%	2,835,071	2,835,071	100.00%
381 92 Debt Service Fund	0	3,500	0.00%	0	0	0.00%
381 93 Golf Course	0	0	0.00%	0	0	0.00%
<b>Total Interfund Transfers</b>	<b>\$ 2,893,627</b>	<b>\$ 2,830,180</b>	<b>97.81%</b>	<b>\$ 2,935,071</b>	<b>\$ 2,835,071</b>	<b>96.59%</b>
<b>Contribution from Enterprise Funds</b>						
382 10 Electricity	\$ 3,794,436	\$ 0	0.00%	\$ 3,847,000	\$ 0	0.00%
382 20 Water	786,403	0	0.00%	811,000	0	0.00%
382 30 Gas	252,188	0	0.00%	244,000	0	0.00%
382 40 Sewer	681,462	0	0.00%	702,000	0	0.00%
382 41 UA Other	327	0	0.00%	220	0	0.00%
382 42 UA Advance	1,250,000	0	0.00%	0	0	0.00%
382 50 Solid Waste Transfer	1,204,000	612,000	50.83%	1,204,000	301,000	25.00%
382 60 Marina Transfer	51,111	14,000	27.39%	51,111	25,555	50.00%
382 80 Sunrise Theatre Transfer	0	0	0.00%	0	0	0.00%
382 90 Golf Course Transfer	28,000	25,556	91.27%	28,000	14,000	50.00%
<b>Total Contribution from Enterprise F</b>	<b>\$ 8,047,927</b>	<b>\$ 651,556</b>	<b>8.10%</b>	<b>\$ 6,887,331</b>	<b>\$ 340,555</b>	<b>4.94%</b>
<b>Total Revenue</b>	<b>\$ 34,892,907</b>	<b>\$ 19,335,503</b>	<b>55.41%</b>	<b>\$ 33,309,078</b>	<b>\$ 19,615,346</b>	<b>58.89%</b>
Appropriated Fund Balance	723,634	0	0.00%	1,508,000	0	0.00%
Restricted Revenue	(1,508,000)	0	0.00%	(550,000)	0	0.00%
<b>TOTAL GENERAL FUND RESOURCES</b>	<b>\$ 34,108,541</b>	<b>\$ 19,335,503</b>	<b>56.69%</b>	<b>\$ 34,267,078</b>	<b>\$ 19,615,346</b>	<b>57.24%</b>

**GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT**

		<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b><u>City Commission</u></b>							
10 00	Personnel Services	\$ 195,636	\$ 81,061	41.43%	\$ 162,977	\$ 82,927	50.88%
	Operating Expense	35,000	20,123	57.49%	40,500	18,561	45.83%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 230,636</u>	<u>\$ 101,184</u>	<u>43.87%</u>	<u>\$ 203,477</u>	<u>\$ 101,488</u>	<u>49.88%</u>
<b><u>City Manager</u></b>							
13 00	Personnel Services	\$ 556,342	\$ 232,068	41.71%	\$ 482,447	\$ 252,683	52.38%
	Operating Expense	60,594	27,565	45.49%	60,594	26,487	43.71%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 616,936</u>	<u>\$ 259,633</u>	<u>42.08%</u>	<u>\$ 543,041</u>	<u>\$ 279,170</u>	<u>51.41%</u>
<b><u>City Attorney</u></b>							
14 00	Personnel Services	\$ 140,108	\$ 70,054	50.00%	\$ 140,108	\$ 70,054	50.00%
	Operating Expense	465,000	215,379	46.32%	465,000	207,925	44.72%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 605,108</u>	<u>\$ 285,433</u>	<u>47.17%</u>	<u>\$ 605,108</u>	<u>\$ 277,979</u>	<u>45.94%</u>
<b><u>City Clerk</u></b>							
16 00	Personnel Services	\$ 254,389	\$ 138,760	54.55%	\$ 245,795	\$ 114,165	46.45%
	Operating Expense	26,385	10,674	40.45%	33,115	12,801	38.66%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 280,774</u>	<u>\$ 149,434</u>	<u>53.22%</u>	<u>\$ 278,910</u>	<u>\$ 126,966</u>	<u>45.52%</u>
<b><u>Administrative Services</u></b>							
22 00	Personnel Services	\$ 557,369	\$ 260,432	46.73%	\$ 569,333	\$ 280,221	49.22%
	Operating Expense	64,793	26,629	41.10%	68,515	23,280	33.98%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 622,162</u>	<u>\$ 287,061</u>	<u>46.14%</u>	<u>\$ 637,848</u>	<u>\$ 303,501</u>	<u>47.58%</u>

**GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT**

		<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b><u>Finance</u></b>							
24 00	Personnel Services	\$ 656,118	\$ 324,912	49.52%	\$ 647,446	\$ 320,097	49.44%
	Operating Expense	36,700	20,004	54.51%	36,700	20,669	56.32%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 692,818</u>	<u>\$ 344,916</u>	<u>49.78%</u>	<u>\$ 684,146</u>	<u>\$ 340,766</u>	<u>49.81%</u>
<b><u>Management Information Systems</u></b>							
25 00	Personnel Services	\$ 451,560	\$ 243,962	54.03%	\$ 464,340	\$ 240,726	51.84%
	Operating Expense	456,400	265,571	58.19%	456,400	233,240	51.10%
	Capital Outlay	0	2,530	0.00%	0	0	0.00%
		<u>\$ 907,960</u>	<u>\$ 512,063</u>	<u>56.40%</u>	<u>\$ 920,740</u>	<u>\$ 473,966</u>	<u>51.48%</u>
<b><u>Planning</u></b>							
29 01	Personnel Services	\$ 417,879	\$ 165,822	39.68%	\$ 377,371	\$ 178,192	47.22%
	Operating Expense	69,016	15,791	22.88%	63,016	12,867	20.42%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 486,895</u>	<u>\$ 181,613</u>	<u>37.30%</u>	<u>\$ 440,387</u>	<u>\$ 191,059</u>	<u>43.38%</u>
<b><u>Bldg &amp; Community Response/Code Enforcement</u></b>							
29 03	Personnel Services	\$ 457,247	\$ 240,445	52.59%	\$ 526,804	\$ 259,119	49.19%
	Operating Expense	321,200	273,035	85.00%	342,885	209,881	61.21%
	Capital Outlay	0	300	0.00%	0	0	0.00%
		<u>\$ 778,447</u>	<u>\$ 513,780</u>	<u>66.00%</u>	<u>\$ 869,689</u>	<u>\$ 469,000</u>	<u>53.93%</u>
<b><u>Police</u></b>							
Combined	Personnel Services	\$ 10,834,768	\$ 5,449,946	50.30%	\$ 10,745,417	\$ 5,458,037	50.79%
	Operating Expense	1,802,405	719,883	39.94%	1,802,405	714,603	39.65%
	Capital Outlay	0	2,000	0.00%	0	14,341	0.00%
		<u>\$ 12,637,173</u>	<u>\$ 6,171,829</u>	<u>48.84%</u>	<u>\$ 12,547,822</u>	<u>\$ 6,186,981</u>	<u>49.31%</u>

**GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT**

		<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b><u>Public Works/Director</u></b>							
40 02	Personnel Services	\$ 136,468	\$ 92,305	67.64%	\$ 130,230	\$ 62,516	48.00%
	Operating Expense	35,000	14,687	41.96%	35,000	12,971	37.06%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 171,468</u>	<u>\$ 106,992</u>	<u>62.40%</u>	<u>\$ 165,230</u>	<u>\$ 75,487</u>	<u>45.69%</u>
<b><u>Public Works/Fleet Maintenance</u></b>							
40 03	Personnel Services	\$ 462,509	\$ 188,606	40.78%	\$ 441,588	\$ 217,284	49.21%
	Operating Expense	33,950	13,204	38.89%	33,950	9,620	28.34%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 496,459</u>	<u>\$ 201,810</u>	<u>40.65%</u>	<u>\$ 475,538</u>	<u>\$ 226,904</u>	<u>47.72%</u>
<b><u>Public Works/Facilities Maintenance</u></b>							
40 04	Personnel Services	\$ 656,264	\$ 339,871	51.79%	\$ 606,805	\$ 287,891	47.44%
	Operating Expense	295,750	156,972	53.08%	285,750	156,491	54.77%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 952,014</u>	<u>\$ 496,843</u>	<u>52.19%</u>	<u>\$ 892,555</u>	<u>\$ 444,382</u>	<u>49.79%</u>
<b><u>Public Works/Parks &amp; Grounds</u></b>							
40 05	Personnel Services	\$ 1,177,925	\$ 583,353	49.52%	\$ 1,154,365	\$ 600,931	52.06%
	Operating Expense	745,200	319,209	42.84%	727,200	227,953	31.35%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 1,923,125</u>	<u>\$ 902,562</u>	<u>46.93%</u>	<u>\$ 1,881,565</u>	<u>\$ 828,884</u>	<u>44.05%</u>
<b><u>Public Works/Streets &amp; Drainage</u></b>							
4006	Personnel Services	\$ 922,278	\$ 493,911	53.55%	\$ 857,799	\$ 439,510	51.24%
	Operating Expense	1,271,950	363,786	28.60%	811,450	391,961	48.30%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 2,194,228</u>	<u>\$ 857,697</u>	<u>39.09%</u>	<u>\$ 1,669,249</u>	<u>\$ 831,471</u>	<u>49.81%</u>

**GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT**

		<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b><u>Engineering</u></b>							
44 00	Personnel Services	\$ 655,764	\$ 347,514	52.99%	\$ 684,810	\$ 335,792	49.03%
	Operating Expense	374,830	101,050	26.96%	373,034	36,958	9.91%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 1,030,594</u>	<u>\$ 448,564</u>	<u>43.52%</u>	<u>\$ 1,057,844</u>	<u>\$ 372,750</u>	<u>35.24%</u>
<b><u>Riverwalk Center</u></b>							
4504	Personnel Services	\$ 118,820	\$ 59,357	49.96%	\$ 120,207	\$ 49,190	40.92%
	Operating Expense	35,250	15,070	42.75%	35,250	16,752	47.52%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 154,070</u>	<u>\$ 74,427</u>	<u>48.31%</u>	<u>\$ 155,457</u>	<u>\$ 65,942</u>	<u>42.42%</u>
<b><u>Administrative</u></b>							
60 00	Personnel Services	\$ 278,500	\$ 20,307	7.29%	\$ 390,977	\$ 21,346	5.46%
	Operating Expense	3,747,769	2,788,869	74.41%	3,573,923	2,836,243	79.36%
	Capital Outlay	125,000	82,756	66.20%	125,000	123,480	98.78%
	Grants and Aid	125,000	73,573	58.86%	210,000	145,790	69.42%
	Non-Oper. Transfer	5,051,405	4,843,895	95.89%	5,938,572	5,222,014	87.93%
		<u>\$ 9,327,674</u>	<u>\$ 7,809,400</u>	<u>83.72%</u>	<u>\$ 10,238,472</u>	<u>\$ 8,348,873</u>	<u>81.54%</u>
<b><u>All Departments</u></b>							
	Personnel Services	\$ 18,929,944	\$ 9,332,686	49.30%	\$ 18,748,819	\$ 9,270,681	49.45%
	Operating Expense	9,877,192	5,367,501	54.34%	9,244,687	5,169,263	55.92%
	Capital Outlay	125,000	87,586	70.07%	125,000	137,821	110.26%
	Grants and Aid	125,000	73,573	58.86%	210,000	145,790	69.42%
	Non-Oper. Transfer	5,051,405	4,843,895	95.89%	5,938,572	5,222,014	87.93%
<b>TOTAL GENERAL FUND EXPENDITURES</b>		<u><b>\$ 34,108,541</b></u>	<u><b>\$ 19,705,241</b></u>	<u><b>57.77%</b></u>	<u><b>\$ 34,267,078</b></u>	<u><b>\$ 19,945,569</b></u>	<u><b>58.21%</b></u>

<b>Fund Title:</b>	<b>FPRA</b>	<b>Department:</b>	<b>FPRA</b>
<b>Fund/Division Number:</b>		<b>Division:</b>	

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b><u>Taxes</u></b>						
311 10 Ad Valorem Taxes	\$ 3,923,159	\$ 3,913,443	99.75%	\$ 4,069,623	\$ 4,101,702	100.79%
<b>Total Taxes</b>	<b>\$ 3,923,159</b>	<b>\$ 3,913,443</b>	<b>99.75%</b>	<b>\$ 4,069,623</b>	<b>\$ 4,101,702</b>	<b>100.79%</b>
<b><u>Licenses and Permits</u></b>						
329 20 Lot Clearing	\$ 0	\$ 2	0.00%	\$ 0	\$ 0	0.00%
<b>Total Licenses and Permits</b>	<b>\$ 0</b>	<b>\$ 2</b>	<b>0.00%</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>0.00%</b>
<b><u>Intergovernmental</u></b>						
334 90 EPA Brownfield	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
347 54 Marina Dockage	85,000	35,070	41.26%	85,000	38,022	44.73%
384 90 Other State Grants	0	0	0.00%	0	0	0.00%
<b>Total Intergovernmental</b>	<b>\$ 85,000</b>	<b>\$ 35,070</b>	<b>41.26%</b>	<b>\$ 85,000</b>	<b>\$ 38,022</b>	<b>44.73%</b>
<b><u>Miscellaneous Revenue</u></b>						
361 10 Interest on Investments	\$ 100	\$ 909	912.56%	100	622	624.44%
362 14 Leases	95,000	58,826	61.92%	95,000	65,724	69.18%
363 10 Liens	0	0	0.00%	1,000	0	0.00%
366 90 FPAT	0	1,050	0.00%	0	1,450	0.00%
369 31 Reimburse - Expenditures	0	11,204	0.00%	12,000	9,879	82.33%
369 32 Other Misc. Revenue	0	0	0.00%	25,000	12,364	49.46%
369 40 Reimburse - Contract Svcs.	0	660,700	0.00%	0	222,544	0.00%
369 91 Gas & Oil Sales	5,000	6,241	124.82%	0	0	0.00%
388 10 Sale of Land	432,100	0	0.00%	0	0	0.00%
<b>Total Miscellaneous Revenues</b>	<b>\$ 532,200</b>	<b>\$ 738,930</b>	<b>138.84%</b>	<b>\$ 133,100</b>	<b>\$ 312,583</b>	<b>234.85%</b>
<b><u>Transfers</u></b>						
381 01 Transfer from General Fund	\$ 1,689,274	\$ 1,689,274	100.00%	\$ 2,051,629	\$ 1,470,701	71.68%
<b>Total Transfers</b>	<b>\$ 1,689,274</b>	<b>\$ 1,689,274</b>	<b>100.00%</b>	<b>\$ 2,051,629</b>	<b>\$ 1,470,701</b>	<b>71.68%</b>
<b>Total Revenues</b>	<b>\$ 6,229,633</b>	<b>\$ 6,376,719</b>	<b>102.36%</b>	<b>\$ 6,339,352</b>	<b>\$ 5,923,008</b>	<b>93.43%</b>
Prior Year Carry-Overs Operating	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
<b>TOTAL RESOURCES</b>	<b>\$ 6,229,633</b>	<b>\$ 6,376,719</b>	<b>102.36%</b>	<b>\$ 6,339,352</b>	<b>\$ 5,923,008</b>	<b>93.43%</b>

<b>Fund Title:</b>	<b>FPRA</b>	<b>Department:</b>	<b>FPRA</b>
<b>Fund/Division Number:</b>		<b>Division:</b>	

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b>Total Personnel Services</b>	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
<b>Total Operating Expense</b>	296,500	188,858	63.70%	306,500	129,674	42.31%
<b>Total Capital Outlay</b>	0	661,450	0.00%	0	309,842	0.00%
<b>Total Grants - Programs &amp; Projects</b>	20,000	0	0.00%	20,000	18	0.09%
<b>Total Transfers</b>	5,913,033	5,707,774	96.53%	6,012,852	5,532,227	92.01%
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 6,229,533</b>	<b>\$ 6,558,082</b>	<b>105.27%</b>	<b>\$ 6,339,352</b>	<b>\$ 5,971,761</b>	<b>94.20%</b>

<b>Fund Title:</b> Urban Redevelopment	<b>Department:</b> CDBG, SHIP, NSP
<b>Fund/Division Number:</b>	<b>Division:</b>

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b>CDBG REVENUE</b>						
331 90 Entitlement Grant	\$ 513,000	\$ 17,551	3.42%	\$ 510,702	\$ 177,870	34.83%
331 92 Program Income	5,000	3,284	65.68%	0	384	0.00%
331 95 Business Loans	5,000	154	3.08%	0	1,024	0.00%
361 39 Other Interest Earnings	3,000	1,658	55.27%	0	49	0.00%
369 41 Contractual Svcs./CDBG	0	5,050	0.00%	103,823	27,039	26.04%
Carry Over Funding	701,372	0	0.00%	169,959	23,409	13.77%
<b>Total CDBG REVENUE</b>	<b>\$ 1,227,372</b>	<b>\$ 27,697</b>	<b>2.26%</b>	<b>\$ 784,484</b>	<b>\$ 229,775</b>	<b>29.29%</b>

Fund Title: Department of Urban Redevelopment				CDBG, SHIP, NSP					
Fund/Division Number:				2013/14 Adopted	2013/14 Actual	Yr. Lapse 50%	2014/15 Adopted	2014/15 Actual	Yr. Lapse 50%
<b>CDBG Department</b>									
<b>Administrative</b>									
10 10	Personnel Services	\$ 65,000	\$ 76,489	117.68%	\$ 103,823	\$ 80,748	77.77%		
34 90	Administrative-Contractual	0	0	0.00%	61,276	2,500	4.08%		
49 60	Administrative Expenses	36,265	7,172	19.78%	39,264	9,314	23.72%		
<b>Rehabilitation Department</b>									
34 40	Demolition	\$ 0	\$ 41,570	0.00%	\$ 0	\$ 0	0.00%		
48 40	Community Focal Points	0	6,205	0.00%	0	2,019	0.00%		
83 30	Senior Citizens Housing	37,500	0	0.00%	0	0	0.00%		
83 40	Other Grants & Aids	0	9,979	0.00%	0	0	0.00%		
83 82	Code Enforcement	60,000	0	0.00%	100,000	22,500	22.50%		
<b>Economic Development</b>									
83 80	Lincoln Park Mainstreet	\$ 50,000	\$ 25,000	50.00%	\$ 50,000	\$ 25,000	50.00%		
83 80	Fort Pierce Mainstreet	50,000	37,500	75.00%	50,000	25,000	50.00%		
83 83	Economic Tourism Development	105,000	0	0.00%	45,000	29,655	65.90%		
83 84	Façade	0	0	0.00%	52,162	527	1.01%		
85 85	Weatherization	0	674	0.00%	0	13,902	0.00%		
83 86	Local Art/Cultural Heritage	0	0	0.00%	15,000	5,065	33.77%		
83 86	Minority Business Development	57,235	0	0.00%	0	0	0.00%		
<b>Public Service</b>									
83 97	Project Energy Cons/Public Fac.	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%		
83 97	Public Amenities - Track	0	0	0.00%	23,000	0	0.00%		
83 98	Youth and Children Projects	60,000	1,506	2.51%	75,000	3,759	5.01%		
<b>Total CDBG</b>		<b>\$ 521,000</b>	<b>\$ 206,095</b>	<b>39.56%</b>	<b>\$ 614,525</b>	<b>\$ 219,989</b>	<b>35.80%</b>		
<b>Prior Grants-Programs &amp; Projects</b>									
83 10	Housing Rehabilitation (Rollover)	\$ 285,757	\$ 0	0.00%	\$ 20,000	\$ 9,786	48.93%		
83 30	Senior Citizen Security	10,000	0	0.00%	0	0	0.00%		
83 45	Commercial Façade (Rollover)	0	0	0.00%	22,838	0	0.00%		
83 83	Economic Tourism Development	142,524	0	0.00%	0	0	0.00%		
83 83	ED Manufacturing of Business	64,321	0	0.00%	0	0	0.00%		
83 85	Art In Public Places	20,000	0	0.00%	0	0	0.00%		
83 86	Historic Neigh/Public Art	88,770	0	0.00%	0	0	0.00%		
83 99	Infrastructure Improvements	0	0	0.00%	100,000	0	0.00%		
83 99	Playgrnd Equip (Rollover & Re-alloc)	0	0	0.00%	27,121	0	0.00%		
83 86	St. Anastasia School Building	90,000	0	0.00%	0	0	0.00%		
<b>Total Roll-Over Expenditures</b>		<b>\$ 701,372</b>	<b>\$ 0</b>	<b>0.00%</b>	<b>\$ 169,959</b>	<b>\$ 9,786</b>	<b>5.76%</b>		
<b>TOTAL CDBG APPROPRIATIONS</b>		<b>\$ 1,222,372</b>	<b>\$ 206,095</b>	<b>16.86%</b>	<b>\$ 784,484</b>	<b>\$ 229,775</b>	<b>29.29%</b>		

<b>Fund Title: Department of Urban Redevelopment</b>	<b>CDBG, SHIP, NSP</b>					
<b>Fund/Division Number:</b>						

	2013/14 Adopted	2013/14 Actual	Yr. Lapse 50%	2014/15 Adopted	2014/15 Actual	Yr. Lapse 50%
<b>Section 108 &amp; BEDI</b>						
331 93 BEDI Grant	\$ 81,600	\$ 40,364	49.47%	\$ 81,600	\$ 40,769	49.96%
331 94 Section 108 Loan	283,000	0	0.00%	0	0	0.00%
361 10 Interest on Investments	300	195	65.00%	100	299	299.00%
361 40 Other Interest BEDI Account	1,500	0	0.00%	1,500	256	17.07%
361 40 Other Interest Section 108	71,256	36,289	0.00%	0	0	0.00%
<b>Total Section 108 &amp; BEDI</b>	<b>\$ 437,656</b>	<b>\$ 76,848</b>	<b>17.56%</b>	<b>\$ 83,200</b>	<b>\$ 41,324</b>	<b>49.67%</b>

**Section 108 & BEDI**

<b>Expenditures</b>						
49 60 Administrative	\$ 100	\$ 0	0.00%	\$ 0	\$ 45	0.00%
<b>Debt Service</b>						
70 10 Principal	\$ 283,000	\$ 0	0.00%	\$ 0	\$ 0	0.00%
70 20 Interest	61,551	0	0.00%	0	0	0.00%
<b>TOTAL SECTION 108 &amp; BEDI</b>	<b>\$ 344,651</b>	<b>\$ 0</b>	<b>0.00%</b>	<b>\$ 0</b>	<b>\$ 45</b>	<b>0.00%</b>

**SHIP REVENUES**

344 90 SHIP	\$ 74,449	\$ 0	0.00%	\$ 194,664	\$ 140,429	72.14%
334 50 Program Income	62,000	0	0.00%	0	100	0.00%
361 10 Interest on Investments	700	134	19.14%	300	283	94.33%
369 90 Other Misc. Revenues	4,000	0	0.00%	0	0	0.00%
381 90 Program Income HHR	30,000	18,158	60.53%	0	0	0.00%
Carry Over Funding	100,000	0	0.00%	145,000	0	0.00%
<b>Total SHIP Revenue</b>	<b>\$ 271,149</b>	<b>\$ 18,292</b>	<b>6.75%</b>	<b>\$ 339,964</b>	<b>\$ 140,812</b>	<b>41.42%</b>

**SHIP EXPENDITURES**

Total Operating Expenses	\$ 2,233	\$ 281	12.58%	\$ 5,840	\$ 2,632	45.07%
Total Grants-Programs & Projects	268,916	428	0.16%	334,124	50,575	15.14%
<b>TOTAL SHIP APPROPRIATIONS</b>	<b>\$ 271,149</b>	<b>\$ 709</b>	<b>0.26%</b>	<b>\$ 339,964</b>	<b>\$ 53,207</b>	<b>15.65%</b>

Fund Title: Department of Urban Redevelopment			CDBG, SHIP, NSP					
Fund/Division Number:			2013/14	2013/14	Yr. Lapse	2014/15	2014/15	Yr. Lapse
			Adopted	Actual	50%	Adopted	Actual	50%
<b>Emergency Services Grant Fund</b>								
331 50	Wind Mitigation (Windows)		\$ 4,365,165	\$ 700,569	16.05%	\$ 0	\$ 472,374	0.00%
<b>Total Grant Funds</b>			<b>\$ 4,365,165</b>	<b>\$ 700,569</b>	<b>16.05%</b>	<b>\$ 0</b>	<b>\$ 472,374</b>	<b>0.00%</b>
<b>Emergency Services Grant Fund Exp.</b>								
	Administrative		\$ 34,149	\$ 107	0.31%	\$ 0	\$ 6,900	0.00%
	Consultant Fees		144,007	0	0.00%	0	0	0.00%
	Project Management		169,350	0	0.00%	0	0	0.00%
	Buildings/Windows		4,017,659	1,291,381	32.14%	0	407,033	0.00%
<b>TOTAL EMERG. MGMNT APPROPRIATIONS</b>			<b>\$ 4,365,165</b>	<b>\$ 1,291,488</b>	<b>29.59%</b>	<b>\$ 0</b>	<b>\$ 413,933</b>	<b>0.00%</b>

	2013/14 Adopted	2013/14 Actual	Yr. Lapse 50%	2014/15 Adopted	2014/15 Actual	Yr. Lapse 50%
<b><u>Licenses and Permits</u></b>						
334 50 Program Income	70,000	24,307	34.72%	51,000	25,275	49.56%
<b>Total Licenses and Permits</b>	<b>\$ 70,000</b>	<b>\$ 24,307</b>	<b>34.72%</b>	<b>\$ 51,000</b>	<b>\$ 25,275</b>	<b>49.56%</b>
<b><u>Miscellaneous Revenue</u></b>						
361 10 Interest on Investments	\$ 0	\$ 0	0.00%	\$ 162	\$ 203	125.31%
361 38 HHRP Loan	30,000	12,196	40.65%	22,963	11,190	48.73%
362 30 Miscellaneous	0	0	0.00%	0	0	0.00%
369 33 Escrow Reimbursement	18,000	22,252	123.62%	42,592	23,813	55.91%
334 90 Hardest Hit	0	0	0.00%	0	0	0.00%
369 41 Contractual Svcs./FPRA	25,000	0	0.00%	0	0	0.00%
369 41 Contractual Svcs./CDBG	65,000	0	0.00%	0	0	0.00%
369 41 Contractual Svcs./FEMA	15,000	0	0.00%	0	0	0.00%
369 41 Contractual Svcs./FEMA Windws	34,149	0	0.00%	0	0	0.00%
369 41 Contractual Svcs./NSP	0	0	0.00%	0	0	0.00%
369 41 Contractual Svcs./SHIP	7,233	0	0.00%	0	0	0.00%
369 90 Other Misc. Revenues	7,233	0	0.00%	0	0	0.00%
(Carry Forward Funding)	0	0	0.00%	100,000	0	0.00%
<b>Total Miscellaneous Revenues</b>	<b>\$ 201,615</b>	<b>\$ 34,448</b>	<b>17.09%</b>	<b>\$ 165,717</b>	<b>\$ 35,206</b>	<b>21.24%</b>
<b><u>Interfund Transfer</u></b>						
381 10 General Fund	\$ 22,076	\$ 0	0.00%	\$ 0	\$ 0	0.00%
<b>Total Interfund Transfers</b>	<b>\$ 22,076</b>	<b>\$ 0</b>	<b>0.00%</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>0.00%</b>
<b>Total Revenues</b>	<b>\$ 293,691</b>	<b>\$ 58,755</b>	<b>20.01%</b>	<b>\$ 216,717</b>	<b>\$ 60,481</b>	<b>27.91%</b>
<b>TOTAL RESOURCES</b>	<b>\$ 293,691</b>	<b>\$ 58,755</b>	<b>20.01%</b>	<b>\$ 216,717</b>	<b>\$ 60,481</b>	<b>27.91%</b>

<b>Fund</b>	<b>Urban Redevelopment</b>	<b>Department:</b>	<b>Grant Administration</b>
<b>Fund/Division Number:</b>		<b>Division:</b>	

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b>Total Personnel Services</b>	\$ 167,812	\$ 11,686	6.96%	\$ 0	\$ 0	0.00%
<b>Total Operating Expense</b>	18,646	23,351	125.23%	216,717	27,155	12.53%
<b>Total Capital Outlay</b>	0	0	0.00%	0	0	0.00%
<b>Total Transfers</b>	100,000	0	0.00%	0	0	0.00%
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 286,458</b>	<b>\$ 35,037</b>	<b>\$ 1</b>	<b>\$ 216,717</b>	<b>\$ 27,155</b>	<b>12.53%</b>

CITY OF FORT PIERCE  
MARINA FUND (401)  
OPERATING STATEMENT  
MARCH 31, 2015

2nd QUARTER-MARCH '14 to 2nd QUARTER-MARCH '15 COMPARISON

	2ND QUARTER 3/31/2014	2ND QUARTER 3/31/2015
<b>OPERATING INCOME</b>		
CHARGES FOR SERVICES	\$ 340,873	\$ 407,388
MISCELLANEOUS	459,601	634,680
GRANTS	0	100,868
<b>TOTAL OPERATING INCOME</b>	\$ 800,474	\$ 1,142,936
<b>OPERATING EXPENSES</b>		
PERSONAL SERVICES	\$ 169,976	\$ 168,184
ADMINISTRATIVE CHARGES	33,193	70,267
CONTRACTUAL FEES	61,038	65,774
UTILITIES	35,103	37,621
COST OF GOODS SOLD	221,155	359,996
DEPRECIATION	375,801	375,801
OTHER OPERATING EXPENSES	146,744	167,368
<b>TOTAL OPERATING EXPENSES</b>	\$ 1,043,010	\$ 1,245,011
<b>NET OPERATING INCOME (LOSS)</b>	<b>(\$242,536)</b>	<b>(\$102,075)</b>
<b>NON-OPERATING REVENUES</b>		
INTEREST ON INVESTMENTS	\$ 1,823	\$ 3,167
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
	\$ 1,823	\$ 3,167
<b>NON-OPERATING EXPENSES</b>		
DEBT SERVICE	\$ 46,171	\$ 173,299
OTHER NON-OPERATING EXPENSES	3,062	3,552
TRANSFER-OUT	25,556	25,556
<b>TOTAL NON-OPERATING EXPENSES</b>	\$ 74,789	\$ 202,407
<b>NET NON-OPERATING INCOME (LOSS)</b>	<b>(\$72,966)</b>	<b>(\$199,240)</b>
<b>NET INCOME (LOSS)</b>	<b>(\$315,501)</b>	<b>(\$301,315)</b>

<b>Fund Title:</b>	<b>Marina</b>	<b>Department:</b>	<b>Marina</b>
<b>Fund/Division Number:</b>		<b>Division:</b>	

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b>Grants</b>						
331 50 Disaster Relief/Federal	\$12,000,000	\$ 683,930	5.70%	\$5,490,689	\$ 50,310	0.92%
334 39 Physical Environmental Grant	47,334	0	0.00%	47,334	45,000	95.07%
334 50 Disaster Relief	0	0	0.00%	0	5,558	0.00%
<b>Total Grants</b>	<b>\$ 12,047,334</b>	<b>\$ 683,930</b>	<b>5.68%</b>	<b>\$ 5,538,023</b>	<b>\$ 100,868</b>	<b>1.82%</b>
<b>Charges for Services</b>						
347 54 Dockage	\$ 450,000	\$ 251,518	55.89%	\$ 450,000	\$ 249,930	55.54%
347 55 Transient Dockage	180,000	89,355	49.64%	180,000	157,458	87.48%
<b>Total Charges for Services</b>	<b>\$ 630,000</b>	<b>\$ 340,873</b>	<b>54.11%</b>	<b>\$ 630,000</b>	<b>\$ 407,388</b>	<b>64.66%</b>
<b>Miscellaneous Revenue</b>						
361 10 Interest Earnings	\$ 10,000	\$ 1,823	18.23%	\$ 10,000	\$ 3,167	31.67%
361 20 Interest of SBA	2,000	0	0.00%	2,000	0	0.00%
362 14 Leases	34,000	17,216	50.64%	34,000	11,486	33.78%
362 15 Tiki Lease	180,000	82,516	45.84%	180,000	93,500	51.94%
369 31 Reimbursement of Expenditures	0	0	0.00%	0	3,271	0.00%
369 70 Events	2,000	0	0.00%	2,000	0	0.00%
369 90 Other Misc. Revenues	2,500	746	29.84%	2,500	1,437	57.48%
369 91 Gas and Oil Sales	845,000	215,018	25.45%	845,000	364,158	43.10%
369 92 Electric Utility Sales	73,000	39,005	53.43%	73,000	48,416	66.32%
369 93 Utility Fees	14,000	7,308	52.20%	14,000	7,850	56.07%
369 94 Soda, Candy & Ice Sales	148,000	87,800	59.32%	148,000	84,982	57.42%
369 95 Commissions	800	0	0.00%	800	750	93.75%
369 96 Late Payment Charges	1,500	700	46.67%	1,500	840	56.00%
369 97 Live Aboards	13,500	8,473	62.76%	13,500	16,299	120.73%
369 98 Other Miscellaneous Revenues	2,500	818	32.72%	2,500	1,691	67.64%
<b>Total Miscellaneous Revenue</b>	<b>\$ 1,328,800</b>	<b>\$ 461,423</b>	<b>34.72%</b>	<b>\$ 1,328,800</b>	<b>\$ 637,847</b>	<b>48.00%</b>
<b>Total Revenue</b>	<b>\$ 14,006,134</b>	<b>\$ 1,486,226</b>	<b>10.61%</b>	<b>\$ 7,496,823</b>	<b>\$ 1,146,103</b>	<b>15.29%</b>
Appropriated Retained Earnings	345,008	0	0.00%	6,537,588	0	0.00%
<b>TOTAL RESOURCES</b>	<b>\$ 14,351,142</b>	<b>\$ 1,486,226</b>	<b>10.36%</b>	<b>\$ 14,034,411</b>	<b>\$ 1,146,103</b>	<b>8.17%</b>

<b>Fund Title:</b>	<b>Marina</b>	<b>Department:</b>	<b>Marina</b>
<b>Fund/Division Number:</b>		<b>Division:</b>	

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b>Total Personnel Services</b>	\$ 339,119	\$ 169,976	50.12%	\$ 342,025	\$ 168,184	49.17%
<b>Total Operating Expense</b>	1,877,057	873,034	46.51%	2,325,004	1,076,827	46.32%
<b>Total Capital Outlay</b>	12,415,000	953,243	7.68%	12,010,000	5,999,935	49.96%
<b>Total Debt Service</b>	96,343	46,171	47.92%	96,343	173,299	179.88%
<b>Total Non-Operating Expenses</b>	52,911	28,617	54.09%	111,039	29,108	26.21%
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 14,780,430</b>	<b>\$ 2,071,041</b>	14.01%	<b>\$ 14,884,411</b>	<b>\$ 7,447,353</b>	50.03%

**CITY OF FORT PIERCE  
SOLID WASTE FUND (402)  
OPERATING STATEMENT  
MARCH 31, 2015**

**2nd QUARTER-MARCH '14 to 2nd QUARTER-MARCH '15 COMPARISON**

	2ND QUARTER 3/31/2014	2ND QUARTER 3/31/2015
<b>OPERATING INCOME</b>		
CHARGES FOR SERVICES	\$ 3,100,231	\$ 3,161,279
MISCELLANEOUS	11,164	8,570
GRANTS	0	0
<b>TOTAL OPERATING INCOME</b>	<b>\$ 3,111,395</b>	<b>\$ 3,169,849</b>
<b>OPERATING EXPENSES</b>		
PERSONAL SERVICES	\$ 957,378	\$ 935,107
ADMINISTRATIVE CHARGES	108,064	118,011
LANDFILL CHARGES	440,072	734,897
Contractual	380,363	185,813
DEPRECIATION	195,694	195,694
OTHER OPERATING EXPENSES	239,818	512,348
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 2,321,389</b>	<b>\$ 2,681,870</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 790,006</b>	<b>\$ 487,979</b>
<b>NON-OPERATING REVENUES</b>		
INTEREST ON INVESTMENTS	\$ 1,166	\$ 1,115
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
<b>TOTAL NON-OPERATING REVENUES</b>	<b>\$ 1,166</b>	<b>\$ 1,115</b>
<b>NON-OPERATING EXPENSES</b>		
OTHER NON-OPERATING EXPENSES	\$ 0	\$ 0
TRANSFER-OUT	612,000	301,000
<b>TOTAL NON-OPERATING EXPENSES</b>	<b>\$ 612,000</b>	<b>\$ 301,000</b>
<b>NET NON-OPERATING INCOME (LOSS)</b>	<b>(\$610,834)</b>	<b>(\$299,885)</b>
<b>NET INCOME (LOSS)</b>	<b>\$ 179,172</b>	<b>\$ 188,094</b>

<b>Fund Title:</b> Solid Waste Fund	<b>Department:</b> Solid Waste
<b>Fund/Division Number:</b> 402-0000	<b>Division:</b>

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b><u>Charges for Services</u></b>						
343 40 Residential Service	\$ 2,500,000	\$ 1,308,742	52.35%	\$ 2,500,000	\$ 1,334,406	53.38%
343 41 Commercial Service	3,200,000	1,585,566	49.55%	3,200,000	1,607,383	50.23%
343 42 Residential Trash	0	0	0.00%	0	0	0.00%
343 43 Commercial Trash	85,000	52,593	61.87%	85,000	51,154	60.18%
343 44 Recycling	290,000	152,536	52.60%	290,000	155,950	53.78%
343 45 Other Income	0	794	0.00%	0	794	0.00%
343 46 Recycling Program	3,600	0	0.00%	3,600	11,592	322.00%
<b>Total Charges for Services</b>	<b>\$ 6,078,600</b>	<b>\$ 3,100,231</b>	<b>51.00%</b>	<b>\$ 6,078,600</b>	<b>\$ 3,161,279</b>	<b>52.01%</b>
<b><u>Miscellaneous Revenue</u></b>						
361 10 Interest on Investments	\$ 4,000	\$ 1,166	29.15%	\$ 4,000	\$ 1,115	27.88%
361 20 Interest of SBA	0	0	0.00%	0	0	0.00%
364 41 Sale of Surplus	0	9,335	0.00%	0	1,473	0.00%
366 90 Other Contributions/Donations	0	1,829	0.00%	0	3,848	0.00%
369 90 Other Miscellaneous Revenue	0	0	0.00%	0	3,249	0.00%
<b>Total Miscellaneous Revenue</b>	<b>\$ 4,000</b>	<b>\$ 12,330</b>	<b>308.25%</b>	<b>\$ 4,000</b>	<b>\$ 9,685</b>	<b>242.13%</b>
<b>Total Revenues</b>	<b>\$ 6,082,600</b>	<b>\$ 3,112,561</b>	<b>51.17%</b>	<b>\$ 6,082,600</b>	<b>\$ 3,170,964</b>	<b>52.13%</b>
Appropriated Retained Earnings	457,024	0	0.00%	617,319	0	0.00%
<b>TOTAL RESOURCES</b>	<b>\$ 6,539,624</b>	<b>\$ 3,112,561</b>	<b>47.60%</b>	<b>\$ 6,699,919</b>	<b>\$ 3,170,964</b>	<b>47.33%</b>

<b>Fund Title:</b>	<b>Solid Waste Fund</b>	<b>Department:</b>	<b>Solid Waste</b>
<b>Fund/Division Number:</b>	<b>402-4200-534</b>	<b>Division:</b>	

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b>Total Personnel Services</b>	\$ 1,902,959	\$ 957,378	50.31%	\$ 1,966,570	\$ 935,107	47.55%
<b>Total Operating Expense</b>	3,305,665	1,364,011	41.26%	3,277,349	1,746,763	53.30%
<b>Total Capital Outlay</b>	627,000	334,109	53.29%	627,000	122,241	19.50%
<b>Total Non-Operating Expense</b>	1,204,000	612,000	50.83%	1,204,000	301,000	25.00%
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 7,039,624</b>	<b>\$ 3,267,498</b>	46.42%	<b>\$ 7,074,919</b>	<b>\$ 3,105,111</b>	43.89%

CITY OF FORT PIERCE  
GOLF COURSE (405)  
OPERATING STATEMENT  
MARCH 31, 2015

2nd QUARTER-MARCH '14 to 2nd QUARTER-MARCH '15 COMPARISON

	2ND QUARTER 3/31/2014	2ND QUARTER 3/31/2015
<b>OPERATING INCOME</b>		
CHARGES FOR SERVICES	\$ 843,309	\$ 846,963
MISCELLANEOUS	71,734	67,699
GRANTS	0	
<b>TOTAL OPERATING INCOME</b>	\$ 915,043	\$ 914,662
<b>OPERATING EXPENSES</b>		
PERSONAL SERVICES	\$ 298,092	\$ 304,379
ADMINISTRATIVE CHARGES	29,907	28,528
CONTRACTUAL FEES	65,050	55,696
UTILITIES	28,428	27,504
COST OF GOODS SOLD	42,511	57,628
DEPRECIATION	72,077	72,078
OTHER OPERATING EXPENSES	281,785	232,267
<b>TOTAL OPERATING EXPENSES</b>	\$ 817,850	\$ 778,080
<b>NET OPERATING INCOME (LOSS)</b>	\$ 97,193	\$ 136,582
<b>NON-OPERATING REVENUES</b>		
INTEREST ON INVESTMENTS	\$ 31	\$ 89
TRANSFER FROM OTHER FUNDS	0	
OTHER NON-OPERATING REVENUES	0	
<b>TOTAL NON-OPERATING REVENUES</b>	\$ 31	\$ 89
<b>NON-OPERATING EXPENSES</b>		
OTHER NON-OPERATING EXPENSES	\$ 731	\$ 1,055
TRANSFER-OUT	14,000	14,000
<b>TOTAL NON-OPERATING EXPENSES</b>	\$ 14,731	\$ 15,055
<b>NET NON-OPERATING INCOME (LOSS)</b>	(\$14,700)	(\$14,966)
<b>NET INCOME (LOSS)</b>	\$ 82,493	\$ 121,616

<b>Fund Title:</b>	<b>Golf Course Fund</b>	<b>Department:</b>	<b>Golf Course</b>
<b>Fund/Division Number:</b>	<b>405 0000</b>	<b>Division:</b>	

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b><u>Charges for Services</u></b>						
347 20 Membership Dues	\$ 10,000	\$ 4,230	42.30%	\$ 10,000	\$ 2,510	25.10%
347 22 Other Memberships	40,000	27,302	0.00%	40,000	24,425	61.06%
347 24 Golf Fees	1,273,000	793,268	62.31%	1,273,000	799,038	62.77%
347 25 Driving Range	42,000	18,509	44.07%	42,000	20,990	49.98%
<b>Total Charges for Services</b>	<b>\$ 1,365,000</b>	<b>\$ 843,309</b>	<b>61.78%</b>	<b>\$ 1,365,000</b>	<b>\$ 846,963</b>	<b>62.05%</b>
<b><u>Miscellaneous Revenue</u></b>						
361 10 Interest Earnings	\$ 250	\$ 32	12.80%	\$ 250	\$ 89	35.60%
369 25 Pro Shop Merchandise	46,000	24,265	52.75%	46,000	20,228	43.97%
369 80 Food	26,000	13,780	53.00%	26,000	16,127	62.03%
369 89 Packaged Sales	36,500	18,929	51.86%	36,500	19,378	53.09%
369 90 Misc Revenues	5,000	4,139	82.78%	5,000	1,810	36.20%
369 94 Snacks & Beverages	28,000	10,621	37.93%	28,000	10,156	36.27%
369 98 Other Misc Revenues	0	0	0.00%	0	0	0.00%
<b>Total Miscellaneous Revenue</b>	<b>\$ 141,750</b>	<b>\$ 71,766</b>	<b>50.63%</b>	<b>\$ 141,750</b>	<b>\$ 67,788</b>	<b>47.82%</b>
<b><u>Transfers</u></b>						
381 01 Transfer from General Fund	\$ 0	\$0	0.00%	\$ 0	\$0	0.00%
382 50 Transfer from Solid Waste	0	0	0.00%	0	0	0.00%
<b>Total Transfers</b>	<b>\$0</b>	<b>\$ 0</b>	<b>0.00%</b>	<b>\$0</b>	<b>\$ 0</b>	<b>0.00%</b>
<b>Total Revenues</b>	<b>\$ 1,506,750</b>	<b>\$ 915,075</b>	<b>60.73%</b>	<b>\$ 1,506,750</b>	<b>\$ 914,751</b>	<b>60.71%</b>
Appropriated Retained Earnings	0	0	0.00%	(21,652)	0	0.00%
<b>TOTAL RESOURCES</b>	<b>\$ 1,506,750</b>	<b>\$ 915,075</b>	<b>60.73%</b>	<b>\$ 1,485,098</b>	<b>\$ 914,751</b>	<b>61.60%</b>

<b>Fund Title:</b>	<b>Golf Course Fund</b>	<b>Department:</b>	<b>Golf Course</b>
<b>Fund/Division Number:</b>	<b>405-4500-572</b>	<b>Division:</b>	

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b>Total Personnel Services</b>	\$ 618,727	\$ 298,092	48.18%	\$ 617,250	\$ 304,379	49.31%
<b>Total Operating Expense</b>	1,016,023	519,758	51.16%	977,423	473,701	48.46%
<b>Total Capital Outlay</b>	14,000	3,019	21.56%	12,000	8,518	70.98%
<b>Total Non-Operating Expense</b>	28,000	14,731	52.61%	28,425	15,055	52.96%
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 1,676,750</b>	<b>\$ 835,600</b>	<b>49.83%</b>	<b>\$ 1,635,098</b>	<b>\$ 801,653</b>	<b>49.03%</b>

CITY OF FORT PIERCE  
SUNRISE THEATRE (406)  
OPERATING STATEMENT  
MARCH 31, 2015

2nd QUARTER-MARCH '14 to 2nd QUARTER-MARCH '15 COMPARISON

	2ND QUARTER 3/31/2014	2ND QUARTER 3/31/2015
<b>OPERATING INCOME</b>		
CHARGES FOR SERVICES	\$ 2,429,818	\$ 2,801,256
MISCELLANEOUS	146,408	250,535
GRANTS	0	0
<b>TOTAL OPERATING INCOME</b>	\$ 2,576,226	\$ 3,051,791
<b>OPERATING EXPENSES</b>		
PERSONAL SERVICES	\$ 285,312	\$ 246,537
ADMINISTRATIVE CHARGES	69,622	79,830
CONTRACTUAL FEES	239,248	370,847
UTILITIES	69,242	59,032
COST OF EVENTS	1,339,404	1,741,073
ADVERTISING	287,518	283,619
DEPRECIATION	269,089	269,089
OTHER OPERATING EXPENSES	255,306	283,044
<b>TOTAL OPERATING EXPENSES</b>	\$ 2,814,741	\$ 3,333,071
<b>NET OPERATING INCOME (LOSS)</b>	<b>(\$238,515)</b>	<b>(\$281,280)</b>
<b>NON-OPERATING REVENUES</b>		
INTEREST ON INVESTMENTS	\$ 944	\$ 521
TRANSFER FROM OTHER FUNDS	223,297	0
<b>TOTAL NON-OPERATING REVENUES</b>	\$ 224,241	\$ 521
<b>NON-OPERATING EXPENSES</b>		
DEBT SERVICE	\$ 0	\$ 0
OTHER NON-OPERATING EXPENSES	0	0
TRANSFER-OUT	0	0
<b>TOTAL NON-OPERATING EXPENSES</b>	\$ 0	\$ 0
<b>NET NON-OPERATING INCOME (LOSS)</b>	\$ 224,241	\$ 521
<b>NET INCOME (LOSS)</b>	<b>(\$14,274)</b>	<b>(\$280,759)</b>

<b>Fund Title:</b>	<b>Sunrise Theatre Fund</b>	<b>Department:</b>	<b>Sunrise Theatre</b>
<b>Fund/Division Number:</b>	<b>406 0000</b>	<b>Division:</b>	

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b><u>Charges for Services</u></b>						
347 56 10 Ticket Sales	\$ 2,200,000	\$ 1,874,859	85.22%	\$ 2,200,000	\$ 2,501,131	113.69%
347 56 11 Ticket Sales - Rentals	255,000	387,512	151.97%	255,000	180,966	70.97%
347 56 15 Ticket Handling Fees	89,500	127,860	142.86%	89,500	85,713	95.77%
347 56 50 Sponsorship Fees	35,000	21,250	60.71%	35,000	5,000	14.29%
347 56 80 Memberships	130,000	16,945	13.03%	130,000	21,000	16.15%
347 56 90 Donations & Pledges	24,000	1,392	5.80%	24,000	7,445	31.02%
<b>Total Charges for Services</b>	<b>\$ 2,733,500</b>	<b>\$ 2,429,818</b>	<b>88.89%</b>	<b>\$ 2,733,500</b>	<b>\$ 2,801,255</b>	<b>102.48%</b>
<b><u>Grants</u></b>						
347 70 10 DCF/State Grant	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
<b>Total Grants</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>0.00%</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>0.00%</b>
<b><u>Miscellaneous Revenue</u></b>						
361 10 00 Interest Earning	\$ 400	\$ 944	236.00%	\$ 400	\$ 521	130.25%
362 14 00 Rents and Royalties	48,000	18,122	37.75%	48,000	35,420	73.79%
369 31 00 Reimb. of Expenditures	0	2,040	0.00%	0	63,720	0.00%
369 70 00 Events	22,500	7,600	33.78%	22,500	9,250	41.11%
369 80 00 Food & Beverages	0	0	0.00%	0	0	0.00%
369 89 00 Packaged Sales	140,000	113,855	81.33%	140,000	119,596	85.43%
369 90 00 Miscellaneous Revenues	400	159	39.75%	400	16,910	4227.50%
369 95 00 Commission/Tips/Merch.	6,500	4,632	71.26%	6,500	5,638	86.74%
369 96 00 Late Payment Charges	0	0	0.00%	0	0	0.00%
<b>Total Miscellaneous Revenues</b>	<b>\$ 217,800</b>	<b>\$ 147,352</b>	<b>67.65%</b>	<b>\$ 217,800</b>	<b>\$ 251,055</b>	<b>115.27%</b>
<b><u>Other Resources</u></b>						
381 01 00 Transfer from General	\$ 0	\$ 48,296	0.00%	\$ 0	\$ 0	0.00%
381 91 00 Transfer from FPRA	350,000	175,000	50.00%	450,000	0	0.00%
<b>Total Other Resources</b>	<b>\$ 350,000</b>	<b>\$ 223,296</b>	<b>63.80%</b>	<b>\$ 450,000</b>	<b>\$ 0</b>	<b>0.00%</b>
<b>TOTAL RESOURCES</b>	<b>\$ 3,301,300</b>	<b>\$ 2,800,466</b>	<b>84.83%</b>	<b>\$ 3,401,300</b>	<b>\$ 3,052,310</b>	<b>89.74%</b>

<b>Fund Title:</b>	<b>Sunrise Theatre Fund</b>	<b>Department:</b>	<b>Sunrise Theatre</b>
<b>Fund/Division Number:</b>	<b>406-4600-575</b>	<b>Division:</b>	

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b>Total Personnel Services</b>	\$ 532,245	\$ 285,312	53.61%	\$ 575,922	\$ 246,537	42.81%
<b>Total Operating Expense</b>	3,324,760	2,529,428	76.08%	3,381,083	3,086,534	91.29%
<b>Total Capital Outlay</b>	500	0	0.00%	500	1,603	320.60%
<b>Total Transfers</b>	0	0	0.00%	0	0	0.00%
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 3,857,505</b>	<b>\$ 2,814,740</b>	<b>72.97%</b>	<b>\$ 3,957,505</b>	<b>\$ 3,334,674</b>	<b>84.26%</b>

**CITY OF FORT PIERCE  
BUILDING & CODE (420)  
OPERATING STATEMENT**

**MARCH 31, 2015**

**2nd QUARTER-MARCH '14 to 2nd QUARTER-MARCH '15 COMPARISON**

	2ND QUARTER 3/31/2014	2ND QUARTER 3/31/2015
<b>OPERATING INCOME</b>		
LICENSE and PERMIT	\$ 500,504	\$ 377,177
CHARGES FOR SERVICES	7,062	7,142
FINES & FORFEITS	0	200
MISCELLANEOUS	14,753	10,231
<b>TOTAL OPERATING INCOME</b>	<b>\$ 522,319</b>	<b>\$ 394,750</b>
<b>OPERATING EXPENSES</b>		
PERSONAL SERVICES	\$ 365,462	\$ 304,367
ADMINISTRATIVE CHARGES	47,451	44,757
CONTRACTUAL FEES	10,264	81,540
DEPRECIATION	2,500	2,500
OTHER OPERATING EXPENSES	64,564	64,770
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 490,241</b>	<b>\$ 497,934</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 32,078</b>	<b>(\$103,184)</b>
<b>NON-OPERATING REVENUES</b>		
INTEREST ON INVESTMENTS	\$ 247	\$ 470
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
<b>TOTAL NON-OPERATING REVENUES</b>	<b>\$ 247</b>	<b>\$ 470</b>
<b>NON-OPERATING EXPENSES</b>		
DEBT SERVICE	\$ 0	\$ 0
OTHER NON-OPERATING EXPENSES	0	0
TRANSFER-OUT	0	0
<b>TOTAL NON-OPERATING EXPENSES</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>NET NON-OPERATING INCOME (LOSS)</b>	<b>\$ 247</b>	<b>\$ 470</b>
<b>NET INCOME (LOSS)</b>	<b>\$ 32,325</b>	<b>(\$102,714)</b>

<b>Fund Title:</b>	<b>Building &amp; Code</b>	<b>Department:</b>	<b>Building Inspection</b>
<b>Fund/Division Number:</b>	<b>420-2902-524</b>	<b>Division:</b>	

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b><u>Licenses and Permits</u></b>						
322 10 Permits-Building Dept.	\$ 550,000	\$ 306,256	55.68%	\$ 640,000	\$ 216,880	33.89%
322 20 Inspections	15,000	5,350	35.67%	15,000	5,225	34.83%
322 90 Other Permit Fees	372,313	178,063	47.83%	390,000	143,782	36.87%
329 40 Contractor's License	50,000	10,835	21.67%	55,000	11,290	20.53%
<b>Total Licenses and Permits</b>	<b>\$ 987,313</b>	<b>\$ 500,504</b>	<b>50.69%</b>	<b>\$ 1,100,000</b>	<b>\$ 377,177</b>	<b>34.29%</b>
<b><u>Charge for Services</u></b>						
341 40 Cert., Copying, Rcd. Search	\$ 1,000	\$ 903	90.30%	\$ 2,000	\$ 632	31.60%
341 60 Administration Fees	0	0	0.00%	0	0	0.00%
341 61 Demo & Flood Plain Mgmnt	12,500	0	0.00%	12,500	282	2.26%
341 94 Credit Card Process Fees	10,000	6,160	61.60%	12,000	6,228	51.90%
<b>Total Charges for Service</b>	<b>\$ 23,500</b>	<b>\$ 7,063</b>	<b>30.06%</b>	<b>\$ 26,500</b>	<b>\$ 7,142</b>	<b>26.95%</b>
<b><u>Fines &amp; Forfeits</u></b>						
354 60 Unlicensed Contracting	\$ 5,000	\$ 0	0.00%	\$ 2,000	\$ 200	10.00%
<b>Total Fines &amp; Forfeits</b>	<b>\$ 5,000</b>	<b>\$ 0</b>	<b>0.00%</b>	<b>\$ 2,000</b>	<b>\$ 200</b>	<b>0.00%</b>
<b><u>Miscellaneous Revenue</u></b>						
361 10 Interest on Investments	\$ 0	\$ 247	0.00%	\$ 0	\$ 470	0.00%
369 00 Miscellaneous Revenues	17,000	14,753	86.78%	20,000	10,231	51.16%
<b>Total Miscellaneous Revenues</b>	<b>\$ 17,000</b>	<b>\$ 15,000</b>	<b>88.24%</b>	<b>\$ 20,000</b>	<b>\$ 10,701</b>	<b>53.51%</b>
<b><u>Interfund Transfers</u></b>						
381 10 General Fund	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
<b>TOTAL Interfund Transfers</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>0.00%</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>0.00%</b>
Appropriated Retained Earnings	\$ 0	\$ 0	0.00%	\$ 96,728	\$ 0	0.00%
<b>TOTAL RESOURCES</b>	<b>\$ 1,032,813</b>	<b>\$ 522,567</b>	<b>50.60%</b>	<b>\$ 1,245,228</b>	<b>\$ 395,220</b>	<b>31.74%</b>

<b>Fund Title:</b>	<b>Building &amp; Code</b>	<b>Department:</b>	<b>Building Inspection</b>
<b>Fund/Division Number:</b>	<b>420-2902-524</b>	<b>Division:</b>	

	<b>2013/14 Adopted</b>	<b>2013/14 Actual</b>	<b>Yr. Lapse 50%</b>	<b>2014/15 Adopted</b>	<b>2014/15 Actual</b>	<b>Yr. Lapse 50%</b>
<b>Total Personnel Services</b>	\$ 748,313	\$ 365,462	48.84%	\$ 799,728	\$ 304,367	38.06%
<b>Total Operating Expense</b>	297,000	124,779	42.01%	458,000	193,567	42.26%
<b>Total Capital Outlay</b>	0	0	0.00%	0	6,988	0.00%
<b>Total Transfers</b>	0	0	0.00%	0	0	0.00%
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 1,045,313</b>	<b>\$ 490,241</b>	<b>46.90%</b>	<b>\$ 1,541,841</b>	<b>\$ 504,922</b>	<b>32.75%</b>

**FORT PIERCE REDEVELOPMENT FUND  
OPERATING FUND  
2ND Quarter Report  
March 31, 2015**

**CASH AND INVESTMENT REPORT**

October 1, Estimated Beg. Available Resources	802
Revenues	<u>5,923,008</u>
Available Resources	5,923,810
Expenditures	<u>5,971,761</u>

**Current Available Resources** (47,951)

FPRA Operating Resources and Uses	Budget	Budget Adjust.	Revised Budget	Expended	Balance
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Current Resources Available for Operating	(47,951)
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Plus Unrealized Revenue:					
302 Marina Dockage					47,000
303 Leases					30,000
304 Other Revenue					25,000
305 Transfer From General					581,000
<b>Total Unrealized Revenue</b>					<u><b>683,000</b></u>

<b>Estimated Resources Available For Operating</b>	<b>635,049</b>
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Less Outstanding Expenditures:

501 Personnel Services	0	0	0	0	0
502 Operating Expenditures	306,500	0	306,500	129,674	176,826
503 Capital Outlay	0	309,842	309,842	309,842	0
504 Total Grants-Private Organ.	20,000	0	20,000	18	19,982
505 Transfers	5,562,852	0	5,562,852	5,532,227	30,625
506 Sunrise Theatre	450,000	0	450,000	0	450,000

<b>Categories Balances</b>	<u>6,339,352</u>	<u>309,842</u>	<u>6,649,194</u>	<u>5,971,761</u>	<u><b>677,433</b></u>
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<b>Projected Resources Over (Short)</b>	<u><u><b>(42,384)</b></u></u>
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**FORT PIERCE REDEVELOPMENT FUND**

**OPERATING FUND**

**2ND Quarter Report**

**March 31, 2015**

**TRANSFERS FROM GENERAL**

Fiscal Year:

2011	1,319,504
2012	1,129,036
2013	1,410,793
2014	1,689,274
2015	<u>1,470,701</u>

Total Transfers 7,019,308

Less:

Reductions:

Seaway Drive Roundabout (Days Inn Sight) 1,488,000

**Total Due General Fund 5,531,308**

**City of Fort Pierce  
Financial Position/Resources and Uses  
March 31, 2015  
2nd Quarter Fiscal 2015**

	001 General	401 Marina	402 Solid Waste	405 Course	406 Sunrise Theatre	420 Building Code
Estimated Avail. Resources Sept. 30, 2014	5,251,412	7,208,694	716,871	(75,722)	(95,255)	358,850
Less:						
10% Budget Reserve	(3,426,707)					
2015 Budget Appropriation	(1,508,000)	(6,537,588)	(617,319)	0	0	0
<b>10/01/2014 Unrestricted Resources</b>	<b>316,705</b>	<b>671,106</b>	<b>99,552</b>	<b>(75,722)</b>	<b>(95,255)</b>	<b>358,850</b>
2nd Quarter Revenues	19,615,346	1,146,103	3,170,964	914,751	3,052,310	395,220
2015 Budget Appropriation	1,508,000	6,537,588	617,319	0	0	
2016 Budget Appropriation	(550,000)	0		0	0	0
<b>10/01/14 thru 03/31/15 Resources</b>	<b>20,573,346</b>	<b>7,683,691</b>	<b>3,788,283</b>	<b>914,751</b>	<b>3,052,310</b>	<b>395,220</b>
2nd Quarter Expenses	19,945,569	7,447,353	3,105,111	801,653	3,334,674	504,922
Less Accum. Depreciation		(375,801)	(195,694)	(72,077)	(269,089)	(2,500)
<b>Total Uses</b>	<b>19,945,569</b>	<b>7,071,552</b>	<b>2,909,417</b>	<b>729,576</b>	<b>3,065,585</b>	<b>502,422</b>
<b>FY 2015 Net Resources</b>	<b>627,777</b>	<b>612,139</b>	<b>878,866</b>	<b>185,175</b>	<b>(13,275)</b>	<b>(107,202)</b>
<b>Total Resources Available</b>	<b>944,482</b>	<b>1,283,245</b>	<b>978,418</b>	<b>109,453</b>	<b>(108,530)</b>	<b>251,648</b>

City of Fort Pierce  
Special Revenue and Capital Project Funds  
Financial Position/Resources and Uses  
March 31, 2015  
2nd Quarter Fiscal 2015

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	104 CRA	103 CDBG BEDI	105 SHIP	106 Grant Admin HHR	199 Emerg. Services	100 Restricted Rev Fund	102 Law Enforce Trust	301 Cap. Proj Heath- cote	311 Cap Proj Energy
Estimated Avail. Resource Sept. 30, 2014	802	764,122	130,053	144,344	0	1,601,792	32,000	2,435,524	1,485,689
Less: Reserve Budget Appropriation									
<b>10/01/2014 Restricted (***) and Unrestricted Resources</b>	<b>802</b>	<b>764,122</b>	<b>130,053</b>	<b>144,344</b>	<b>0</b>	<b>1,601,792</b>	<b>32,000</b>	<b>2,435,524</b>	<b>1,485,689</b>
<b>2nd Quarter Revenues</b>	<b>5,923,008</b>	<b>271,099</b>	<b>140,812</b>	<b>60,481</b>	<b>472,374</b>	<b>114,545</b>	<b>41</b>	<b>27,457</b>	<b>2,540</b>
<b>10/01/14 thru 03/31/15 Resources</b>	<b>5,923,008</b>	<b>271,099</b>	<b>140,812</b>	<b>60,481</b>	<b>472,374</b>	<b>114,545</b>	<b>41</b>	<b>27,457</b>	<b>2,540</b>
<b>2nd Quarter Expenses</b>	<b>5,971,761</b>	<b>229,820</b>	<b>53,207</b>	<b>27,155</b>	<b>413,933</b>	<b>19,871</b>	<b>2,014</b>	<b>0</b>	<b>647,543</b>
<b>Total Uses</b>	<b>5,971,761</b>	<b>229,820</b>	<b>53,207</b>	<b>27,155</b>	<b>413,933</b>	<b>19,871</b>	<b>2,014</b>	<b>0</b>	<b>647,543</b>
<b>FY 2015 Net Resources</b>	<b>(48,753)</b>	<b>41,279</b>	<b>87,605</b>	<b>33,326</b>	<b>58,441</b>	<b>94,674</b>	<b>(1,973)</b>	<b>27,457</b>	<b>(645,003)</b>
<b>Total Resources Available</b>	<b>(47,951)</b>	<b>805,401</b>	<b>217,658</b>	<b>177,670</b>	<b>58,441</b>	<b>1,696,466</b>	<b>30,027</b>	<b>2,462,981</b>	<b>840,686</b>

**City Commission Regular Meeting**

**Agenda Item # 12. a.**

**Meeting Date:** 04/20/2015

**Re:**

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**SUBJECT:**

Discussion on Avenue D businesses requested by Commissioner Alexander.

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**Form Review**

Form Started By: Linda Cox

Started On: 04/14/2015 01:55 PM

Final Approval Date: 04/14/2015

**City Commission Regular Meeting**

**Agenda Item # 14. a.**

**Meeting Date:** 04/20/2015

**Re:**

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**SUBJECT:**

City Manager's Departmental Activity Report.

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**Attachments**

[4.20.2015 Report](#)

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**Form Review**

Form Started By: Linda Cox

Started On: 04/16/2015 10:05 AM


Final Approval Date: 04/16/2015



# INTEROFFICE MEMORANDUM

FROM THE OFFICE OF THE  
CITY MANAGER

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**TO:** The Honorable Mayor and Members of the City Commission  
**FROM:** Robert J. Bradshaw, City Manager   
**RE:** Department Activity Report  
**DATE:** April 15, 2015

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*The information that follows is intended to keep the Commission abreast of the on-going activities, issues, programs and services within the City.*

## **City Manager's Office**

- The City Manager and the Deputy City Manager participated in a conference call with PERF regarding a follow-up to the Police Chief interviews and the background investigation.
- The City Manager held a meeting with the department heads to discuss the agenda for the April 6, 2015 City Commission Meeting.
- The City Manager and Deputy City Manager attended a standing meeting with Mayor Hudson regarding an update of city issues.
- The Deputy City Manager, Public Works Manager, and Risk Manager met with the Stuart CRA Administrator to explore the viability of an electric tram.
- The Deputy City Manager met with the Urban Redevelopment staff members to discuss the SHIP LAP draft.
- The Deputy City Manager and Historic Preservation Officer met with an individual regarding St. Anastasia School Building.
- The City Manager and Deputy City Manager participated in conference call with PERF and the background investigation consultant regarding the results of the background search.
- The Deputy City Manager and Public Works Manager attended an on-site visit with the Steam Locomotive Association.
- The City Manager, Deputy City Manager, City Attorney, Assistant City Attorney, Planning Manager and Historic Preservation Officer met regarding Artistry in Mosaics.
- The City Manager met with the City Attorney regarding the Dickerson settlement and St. Anastasia annexation.
- The Deputy City Manager, Building Administrator, and City Clerk met with local business owners regarding renewal of their leases.

### **City Manager's Office**

- The City Manager and City Attorney met with the new Director of Utilities and FPUA Board Attorney as an introductory meeting.
- The Deputy City Manager met with the Marketing Specialist to discuss an Economic Development Update and Enterprise Florida visit.
- The Deputy City Manager met with Commissioner Perona to discuss an update on parking issues.
- The City Manager and his executive staff met with Sheriff Mascara and his executive staff to discuss issues of mutual concern.
- The Deputy City Manager held an Urban Redevelopment Staff Meeting.
- The City Manager attended the FPUA Board meeting.
- The Deputy City Manager attended an inspection of the Percy Peek Gymnasium.
- The Deputy City Manager attended a meeting with the Assistant City Attorney and Chief Accountant regarding mortgage issues.
- The Deputy City Manager met with the Director of the A.E. Backus Gallery regarding the Backus Discovery Trail.
- The Deputy City Manager and the Economic Development Team met with a potential developer.
- The Deputy City Manager and the CRA Advisory Committee Chairman and Secretary met to set the agenda for the next meeting.
- The City Manager and Deputy City Manager met with Diane Hobley-Burney to negotiate an employment agreement.

### City Clerk's Office

- **Business Tax Receipts –**  
New: 19    Renewals: 0    Transfer: 3
- **Vendor Permits Issued –**  
New: 0    Renewals: 0
- **Contractor Licensing –**  
New: 8    Renewals: 9
- **Public Records Requests (not including Building Department) –**  
New Requests: 9
- **Animal Registrations –**  
New/Renewals/Impound Fees: 3
- **Enterprise Zone Applications –**  
Sales Tax Refund Applications: 3
- **Agenda Preparation and Meeting Minutes –**
  1. Fort Pierce City Commission Meeting – 04/06/15
  2. Treasure Coast Council of Local Governments – 04/01/15
- **Special Projects**
  1. On-going records retention/destruction project
  2. Conversion of Annexation Agreement Listing from MS Word to Excel
  3. Review of all annexation agreements to verify accuracy and entry into database
  4. Reviewing all contractor license entries to insure status in database is accurately reflected in our database
  5. Reviewing Business Tax Receipts process to insure compliance with State Statutes
- **Meetings/Special Events Attended**
  1. City Clerk attended Coffee with the Mayor – 3/20/2015
  2. City Clerk attended Welcome for newly appointed Director of FPUA – 3/25/2015
  3. City Clerk attended Inner Trust Breakfast – 3/26/2015
  4. City Clerk and License/Permit Clerks attended FABTO Refresher Class– 3/26/2015
  5. City Clerk attended meeting with EDC in Palm Beach – 3/27/2015
  6. City Clerk attended Chamber Luncheon for PSL Update – 3/31/2015
  7. City Clerk attended Lawnwood Breakfast Meeting – 4/01/2015
  8. City Clerk attended Tribute to Larry Lee, Health Officer – 4/01/2015
  9. City Clerk attended EDC Lunch Meeting – 4/06/2015
  10. City Clerk attended Roundtable Workgroup on Violence – 4/07/2015
  11. City Clerk attended Staci Storms, Realtors Association and Retirement Event – 4/08/2015

### **Administrative Services Department**

- **Procurement –**
  1. Released an addendum to extend the due date for RFP No. 2015-039 – Sale or Lease of Surplus Property. New due date May 6, 2015.
  2. Processed RFP No. 2015-041 – Lease of Harbor Master Building Advertisement Dates: 4/17/15 and 4/24/15; Due Date: 5/20/15.
  3. Processed RFP No. 2015-043 South Hutchinson Island Parking & Redevelopment Advertisement: 4/17/15 and 4/24/15; Due Date: 5/21/15.
  4. Processed Purchase Orders.
  5. Processing and/or completion of awards to vendors/contractors approved by Commission.
  6. Meetings:
    - a) Director of Administrative Services, with the Human Resources Staff attended a Union Negotiation meeting with the Teamsters.
    - b) Director of Administrative Services, met with Deputy City Manager.
- **Human Resources –**
  1. Coordinated Pre-employment physicals and background checks
  2. Processed May 2015 employee evaluation forms
  3. Completed Verification of Employment/Loss of Income forms
  4. Picked-up and distributed mail to each department
  5. Created and processed retirement package for employees
  6. Investigated formal complaints
  7. Attended Union Negotiations meeting (Teamsters)
  8. Updated Employee Information Forms
  9. Distributed Civil Service Appeals Board Ballots (City of Fort Pierce Employees, Fort Pierce Utilities Authority, and St. Lucie County Fire District)
- **Risk Management –**
  1. Reviewed Insurance Requirements for Contractor Bids.
  2. Accident Investigation and Injury Review.
  3. Audited, Closed and Processed WC Claims.
  4. Consulted with the City Carrier regarding Liability Claims.
  5. Processed day to day Risk Management Duties.

### **Finance Department**

- Working on end of year financials.
- Completing yearly audit with city auditors.
- Processing end of year reports for submittal to the State of Florida.

**MIS Department**

- Working with Public Works staff and vendors to install new A/C system and fire suppression system within the 3rd Floor MIS data center.
- Working with Swagit LLC on mobile unit broadcasting.
- Working with SunGard – Public Sector to implement Click-2-Gov Employee Self Service Portal and Applicant Tracking.
- MIS staff is now working with cabling vendor ACCS at Public Works, River Walk, and for the 3<sup>rd</sup> Floor MIS computer room to revamp voice and data cabling throughout the various centralized MDF and IDC data locations.
- Completed data transfer for Engineering Department.
- Working to continue to upgrade cell phones with Text Guard application.
- Received new computer equipment for various departments and currently installing.
- Working with Diebold on upgrading hardware and software for Security System for City Hall.
- Transitioning Sunrise Theatre emails.
- Received updated POS equipment for Indian Hills and currently installing.
- Installation of Marina new additional hardware and new additional VOIP telephone handsets.
- Converting all sites to City Hall with a true WAN with River Walk, Marina, Indian Hills/Police Department and Public Works completed. Work has started on Sunrise Theatre.
- Migrated and updated PetData software on new server and testing with Animal Control Officers in the field.
- Searching for options for Commissioners to be able to engage in audio or video conferencing when not physically able to attend meetings.
- Working with Comcast to WiFi entire City Hall and have signal resolution. Received needed equipment to facilitate process.
- Received quote from Selectron IVR reps for information on sending this function to the cloud or purchasing a new server and keeping the process in house – Meeting Scheduled with Building staff on Monday 3/30/15.
- Upgrading out of lease copiers for several departments.
- Working on new servers, racks and Intune software citywide.
- Exploring cloud based options for different applications.
- Working on a WorkOptiFlow pilot program with Indian Hills Department.
- Processing VOIP spread sheet for remaining remote site (Sunrise Theatre) and gathering all information required including old numbers to be ported.
- Major problems with email due to virus attacks to our system (on-going).
- Servers and computer equipment 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-four (44) new work orders and completed one hundred fourteen (114) work orders.

**Building Division**

- **4407 Belle Grove Dr. – Single Family Residence** – Permit application received for new construction.
- **2506 Madewood Dr. – Single Family Residence** – Permit application received for new construction.
- **4164 Okeechobee Rd. Bay 75 – Atlantic Court Reporting** – Permit application received for commercial renovation.
- **4218 Okeechobee Rd. Bay 7 – Restroom facility** – Permit application received for commercial renovation.
- **4462 Okeechobee Rd. Bay 37 – Learning Coalition of St. Lucie County** – Permit application received for commercial renovation.
- **4443 Belle Grove Dr. – Single Family Residence** – Certificate of Occupancy has been issued.
- **1111 Fernandina St. – Single Family Residence** – Certificate of Occupancy has been issued.

### **Planning Department**

- **Administrative/Meetings**
  1. All Staff members conducted 'Planner of the Day' duties on a rotating basis
  2. Walk-ins / Call-ins
  3. Harbor Town Site Development
- **Development Review**
  1. Oculina Bank – 400 Seaway Drive
  2. Farm Stands – Text Amendment
  3. Orkin - 3231 S US Hwy 1
  4. Artistry in Mosaics Site Plan w/ Conditional Use - 900 S US Highway #1 – City Commission Report Planning Board Approval
  5. Spin to Win - Conditional Use - 513 Georgia Avenue
  6. Lawnwood Medical - Interior Improvements and Parking Expansion - N. Lawnwood Circle. - Permit Approval
  7. Celebrity Peacock Jazz & Blues Club Waiver of Distance - 510 Orange Avenue – City Commission Staff Report Updates
  8. O'Reilly Auto Parts Retail Store - 2600 Okeechobee Rd - PB Report
- **Comprehensive Planning, Long Range Planning**
  1. S US Hwy #1 Annexation Project
  2. St. Anastasia/John Carroll High School Annexation Project
  3. Village at Midway
- **Economic Development**
  1. Meeting with Enterprise Florida regarding Strategic Industrial & Manufacturing Opportunities & Marketing.
- **GIS Mapping**
  1. Updates to City Limit and Annexation Agreement Layer

### **Code Enforcement Division**

- **Hearings**
  1. Special Magistrate Blandino – April 2, 2015
    - a) Violation Cases – 5
      - 1) Pulled by staff – 0
      - 2) Complied prior to hearing – 1
      - 3) Continued by Special Magistrate – 0
      - 4) Found in violation – 4
    - b) Lien Reductions– 2
      - 1) Ortega/Foster – Request to reduce lien to \$1000. Staff and SM agreed to the offer to cover administrative costs. Recommendation forwarded to City Commission for final approval.
      - 2) Calixt/Dass – New owner took possession and cured the violations. SM request for waiver to \$500 and recommend reducing lien to \$1000 to cover administrative costs. Recommendation forwarded to City Commission for final approval.
    - c) Extension of Time – 0
  2. County Court – Judge Barnes – April 10, 2015
    - a) COFP v. Freeman
      - 1) Rabies vaccination required – dismissed by judge because vaccination obtained.
      - 2) Running at large – Guilty but postponed sentence to June 5, 2015.
      - 3) Registration required – Postponed until June 5<sup>th</sup>. Must have registration for all dogs.
    - b) COFP v. Kon
      - 1) Animal Care – Guilty – Fined \$100 plus all court costs.
    - c) COFP v. Mowry
      - 1) Running at Large – dismissed by judge because no additional events.
    - d) COFP v. Rhyant
      - 1) Cutting down tree without a permit (32 counts) – dismissed by judge – says responsibility is the homeowner's, not the vendor.
    - e) COFP v. Fallore
      - 1) Running at large – paid prior to hearing.
    - f) COFP v. Hamilton
      - 1) Registration required (2 counts) – dismissed by staff because registrations obtained
- **Code Enforcement**
  1. Issued 1 written warnings
  2. Issued 0 citations
  3. Initiated 22 new cases: 19 general violations, 3 lot clearing violations
  4. Conducted 221 follow-up inspections
  5. Closed 70 cases
- **Animal Control**
  1. All Animal Control Officers are now utilizing the Shelter Pro database to input calls. Database not complete yet. Reporting not accurate.
- **Revenue**
  1. Conducted 45 title/lien searches.
- **Miscellaneous**
  1. All Code Officer and Code Manager attended the bi-monthly Treasure Coast Association of Code Enforcement meeting / seminar.
  2. Code Manager participated in the Young Floridian Scholarship luncheon and interviews hosted by the Chamber of Commerce.
  3. New (re-hire) employee Terry Denmark started back to work on a part-time basis.
  4. Drafted CPTED resolution which will be presented to the City Commission after the newly appointed Police Chief starts.
  5. Drafted Request for Proposal for the operations of the Humane Society.

## Engineering Department

- **Development Reviews** – Intake of five (5) Building Permit, Site Plan, or Certificate of Occupancy reviews.
- **Stormwater Division** – Preparation of individual stormwater billings for federal, state and local governments as well as educational facilities and churches. Billings to be mailed out by end of April.
- **Traffic Control** – City continues maintenance of all signals. FDOT has provided a copy of the final revisions to the Signal Maintenance JPA for agency review.
- **City Marina Reconstruction – Phase II – Docks** – Bellingham is working on the electrical wiring and plumbing for A, B & C docks. The Electrical Equipment Manufacture is completing implementation of Change Order No. 1 retrofit. We are working for operational turnover of C-Dock to the Marina by April 18.
- **S. 21<sup>st</sup> Street / Havana Ave. Sidewalk Project** – Awaiting executed contract. Pre-construction meeting has been scheduled for April 14, 2015.
- **Indian Hills Recreation Area - Stormwater Improvements** – Work on phase I has reached substantial completion. Final hydro-seeding of the flat areas to be completed next week. Negotiations currently underway with contractor Phase II work. This work involves the re-creation of the wetlands on the south side of Savannah Road, construction of a canoe/kayak launch area and dock, walking paths, 5 pedestrian bridges and observation decks. Work will also include, picnic pavilion, exercise equipment and fencing in Phase I.
- **Veterans Memorial Park** – Phase I construction has been completed and accepted. Awaiting receipt of the FDEP 319 grant to forward to commission for approval which funds a portion of the Phase II construction.
- **Melody Lane Fishing Pier** – Awaiting executed construction contract. Expect construction commencement in May 2015.
- **H.D. King Power Plant Clean-up** –2015 clean-up work has been completed. 9,610 tons of contaminated material has been hauled off and disposed. Area has been backfilled with clean material from the Indian Hills Recreation Area project. All work has been completed on-site for this fiscal year.
- **Lincoln Park Neighborhood Improvements** – Sidewalk and curb construction on 8<sup>th</sup> Street and Dundas is complete. Contractor currently working on 9<sup>th</sup> Street. The proposed work includes sidewalk and curbing construction, along with drainage installation, and milling and resurfacing of 8<sup>th</sup> Street (Avenue C to Moore's Creek); 9<sup>th</sup> Street (Avenue C to Avenue D); 10<sup>th</sup> Street (Avenue D to Moore's Creek); Avenue C (10<sup>th</sup> Street to 7<sup>th</sup> Street); and Dundas (Avenue C to Avenue D).

### Police Department

- **Staffing** – The police department still has nine (9) vacancies as of this report: seven sworn officer positions and one civilian position (our Grant and Program Coordinator). Ms. Jakobsen will begin her career as the new Program Coordinator on April 20, 2015. She will be working with the Executive Director of the Roundtable of St. Lucie County.
- **Parking Problems** – The city's management team created a *Parking Committee* to address the short term and long term parking problems the city is experiencing in Downtown and South Beach. The committee consists of representatives from the city commission, city manager's office, planning department, engineer's office, the police department, and code enforcement along with the DBA. The next meeting is scheduled for April 15, 2015.
- **Boy Scout Troops of St. Lucie County: Community Events** – Through a cooperative effort from Mayor Hudson, Mayor Oravec, Scoot Van Duzer (Big Apple Pizza), Ray Garrison (Gulf Stream Council of Boy Scouts of America), the Fort Pierce Police Department, the Port St. Lucie Police Department, and the St. Lucie County Sheriff's Office, the Boy Scout Troops from St. Lucie County have scheduled a Coastal Clean-Up event that will be held on April 11, 2015, from 8:00 AM to 1:00 PM at Harbor Pointe Park. The following month, the Boy Scout Troops from St. Lucie County will conduct a community event in Port St. Lucie. The goal is to include as many Troops from St. Lucie County as we can, not just one or two troops.
- **Homeless Initiative** – This is a long term problem that the police department and the Treasure Coast Homeless Coalition continue to work on. I am pleased to report that we are gaining some momentum with a shelter for our chronic homeless population. The target location for this shelter is the Salvation Army building on South U.S. Highway #1. The next meeting is scheduled for April 16, 2015.
- **Lincoln Park Council of Youth Forum** – Just a reminder: The Lincoln Park Council of Ministers will be hosting a Youth Forum, which will be held on April 3, 2015, from 10:00 AM until 12:00 PM at the Fort Pierce Police PAL Center. There will be a BBQ after the forum for the youth and participants. **Update** – This forum was held and received a great turnout with approximately 150 youth in attendance.

### Public Works Department

- **Energy Efficiency & Conservation** – The interior lighting retrofit is progressing rapidly with only City Hall remaining to do. Installation of the LED street lights has begun (3500 installed so far) and both chillers at City Hall and the PD have been replaced. The plumbing retrofits have been completed at City Hall and the HVAC control installations are nearing completion. PWD staff will be receiving training on the HVAC controls in the near future.
- **Phase II Window Retrofit Project** – This project has been completed.
- **HDRC Recreation** – Open gym nights are still being held during the week. Staff is still working on adding to our programming with quality activities for the youth and young adults of our community. There are some amazing talents playing basketball in the gym. The second score board and shot clocks have arrived and will be installed shortly. Look for an announcement on the City of Fort Pierce Youth Basketball League set to begin in the spring as well as some Semi-professional competition at the HDRC Percy Peek Gymnasium.

**Urban Redevelopment Department**

• **Grants Administrator**

1. Oversight of contract creation and signings, overall project implementation and oversight for 24 Commercial Facade and 16 Public Service grant awards
2. Highwaymen Heritage Trail project implementation
3. Communitywide Council – meeting coordination, minutes, agendas, and advertisements
4. Tourism promotion via creation of booth materials, presentations, etc. for Oyster Festival, Sportsman's Expo, etc.
5. Created and submitted HUD's quarterly report to Finance for signature - SF-425
6. Finalizing SHIP LHAP for submittal to State Housing Finance Corporation
7. Key Note Speaker at Volunteer Appreciation Dinner for Manatee Center
8. Reviewing potential grant opportunity from US Department of Justice for Technology-Based Career Training Program
9. Received approval for Melody Lane Fishing Pier construction contract from City Commission
10. Meetings
  - a) Met with Backus Museum Director and Deputy City Manager to discuss Bean Backus Cultural Trail project, grant application, etc.
  - b) Numerous one-on-one meetings with business owners, nonprofits, etc. regarding Commercial Facade and Public Service grants
  - c) Attended Lincoln Park Improvement Project update meetings
  - d) Met with Indian River State College Small Business Development representative to begin development of incentives/grants for small businesses in City's lower income areas

• **Program Analyst**

1. FEMA – Disaster Related
  - a) Reviewing Debris Removal Plans approved by FEMA to prepare one for the city of Fort Pierce for the removal and monitoring in the event of a disaster.
  - b) Reviewing disaster related training information to present to various staff members.
2. FEMA - Marina Project
  - a) Reconciling payments.
  - b) Working on files for project close-out.
3. FEMA - Windows Expansion Project
  - a) Working on replacement of garage doors with contractor and Mike Reals.
  - b) Modification #6 approved by City Commission and mailed back to FDEM.
  - c) Gathering information for garage door package to send to the State of Florida for approval.
  - d) Received payment #9.
4. State Housing Initiative Partnership (SHIP)
  - a) Working and meeting with Grant Writer and Deputy City Manager on draft of SHIP LHAP.
  - b) Attended site visit for contractor bid 709 Easter Avenue.
  - c) Working on SHIP applicant files.
  - d) Preparing signing documents for homeowners and contractor to begin rehab on 6 homes.
  - e) Received City Commission approval for rehabilitation of 2 additional homes.
5. Neighborhood Stabilization Program (NSP)
  - a) Working on plan for additional monitoring of Fort Pierce Housing Authority Rentals of Orange Avenue Apartments.

**Marina**

- Oversee daily operations for City Marina and Fisherman's Wharf Marina.
- Bellingham Marine on site. The north side of the marina dock has been completed (1650 lf) dockage and is now being leased out upon request. South side of the Marina (A,B, and C docks) is being constructed at this time. Completion time period estimated to be April 2015
- Web Cam installation on Jetty estimated completion date of April 2015.
- Marina staff working on programming dock and store inventory into new marina program. A second computer, a phone and a Point Of Sale system is being added to the dock master office.
- Replacing wood pole channel navigation markers with buoys.
- Working with several educational programs for science purposes.
- Adding regulation and information signs throughout Marina.
- Grant submitted to FIND for the 2<sup>nd</sup> half of financing for a courtesy boat dock.

**Golf Course**

- Met with the Assistant Golf Professionals to discuss summer rates at Indian Hills.
- Met with Superintendent to set aerification dates.
- Day-to-day operations.

**River Walk Center**

Park Permits	2,200.00
Programming	1,196.20
River Walk Center	2,090.97
Garden Center	900.00
Special Events	1,425.00
Maravilla Center	300.00
Historic City Hall	2,258.30
Youth Activity	0.00
<u>Total</u>	<u>\$10,370.47</u>

### 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 March 31 and April 7; Comedy Corner Improv on Saturday, March 28; Sunrise Theatre & IRSC presented two sold-out Murder Mystery Dinner Theatre's on April 1 & 2. Performances on the Sunrise Theatre main stage included; Two performances ( 5p & 8PM) by Jay Leno on Saturday, March 28; The Broadway Touring Company of Flashdance: The Musical on March 29; The Orchestra, original members of Electric Light Orchestra on April 9.
- David Crosby went on sale to members and the public.
- Missoula Children's Theatre Summer Workshops went on sale March 23.
- On a daily basis offers and contracts are still being negotiated with artists and their representatives to add to the 2014/15 Season.
- Offers are going out and contracts are being negotiated with artists and their representatives for the 2015/16 Season..
- **Meetings:**
  1. Meeting with Bob Curtis WLML –FM Legends Radio, April 7
- Assistance continues with future rental events and co-presentations with various community groups including, but not limited to: Family Meals Inc., Abbey Road Live on May 16; John Carroll High School Prom & Graduation; St. Andrew's Academy Spring Musical "The Music Man" on May 14; Amazing Grace Dance Studio on June 6.
- Information from all departments is collected on a daily basis for the monthly report on the activities of the Sunrise Theatre, which was requested by the City Manager's office, to be delivered on a monthly basis. This report includes the schedule of in-house shows, rentals, attendance, revenue, and expenditures (tech, marketing, etc.).
- On a daily basis offers and contracts are still being negotiated with artists and their representatives to add to the 2014/15 Season.
- Marketing and show sponsorship packages continue to be put together to solicit for this season's shows. Foundation grant opportunities continue to be researched and grant applications continue to be written and submitted.
- Budget projections and adjustments for this and next year's fiscal year continue to be reviewed and implemented.