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

CITY COMMISSION AGENDA

Regular Meeting - Monday, October 5, 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 -** Rev. Father John Liebler, St. Andrew's Episcopal Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from the September 18, 2015 meeting.

6. **PROCLAMATIONS**

   a. Proclamation recognizing October as National Domestic Violence Awareness Month. Being received by Tracy Chiljean Levy, SafeSpace.

   b. Proclamation declaring October 22, 2015 as Lights on Aftershool Day. Being received by Kimberly Roberts, 21st Century Program Manager, St. Lucie County School District.

   c. Proclamation declaring October 4-10, 2015 as Public Power Week. Being received by the Fort Pierce Utilities Authority.

   d. Proclamation declaring October 4-10, 2015 as Public Natural Gas Week. Being received by the Fort Pierce Utilities Authority.

7. **LETTERS TO COMMISSION**

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.

9. **CONSENT AGENDA**

a. Approval of contract award to Gentile Corporation of West Palm Beach in the amount of $20,800.00 for the rehabilitiation of 709 Easter Avenue.

b. Request to reduce code enforcement fines in the amount of $80,790.00 against 2110 S. 33rd Street which was previously owned by Rita J. & Roy D. Richardson, 2110 S. 33rd Street, Ft. Pierce, FL 34947 and currently owned by Feroz A. Chagani, 1989 S. US Highway 1, Ft. Pierce, FL 34950 to $6,755.40.

c. Request to reduce code enforcement fines in the amount of $105,290.00 against 1305 Florida Avenue which was previously owned by Adal Khalil, 101 Monaco C, Delray Beach, FL 33446 and currently owned by PEP Financial LLC (TR), 2431 Atlantic Beach Boulevard, Ft. Pierce, FL 34949 to $12,234.11.

d. Request to rescind code enforcement fines in the amount of $48,250.00 against 2802 S US Highway 1, which was previously owned by Amal & Thabet Hasan, 2802 S US Highway 1, Ft. Pierce, FL and currently owned by Reyad Nofal, 2802 S US Highway 1, Ft. Pierce, FL leaving a balance of $.00 due.

e. Approve and award RFP No. 2015-049 Property and Casualty Insurances to Florida Municipal Trust (FMIT) through the Florida League of Cities, Inc., Orlando, FL.

f. Approval of the investment of $1.4 million from the available HUD Bond resources to fund the FY 2016 capital improvement projects presented during the budget workshop.

g. Approve the request by Robert Clark for the installation of an above-ground L.P. Tank on property located at 1208 York Avenue, Fort Pierce, Florida.

h. Request authorization to contract with the low proposer, Johnson-Davis, Inc., in an amount not to exceed $40,200 for emergency drainage repair work on the South 33rd Street drainage canal located between Tennessee Avenue and Virginia Avenue.

i. Approval of Blanket Orders for FY 2016 to ensure efficient maintenance, service and repair of all City owned facilities, amenities and equipment.

j. Approval to purchase Christmas Tree and ornaments from Clark Sales Display, Inc. in the amount of $9,350.00 for the Avenue A/Indian River Drive round-a-bout and to award a contract to Let There Be Lights, Inc. to provide Holiday Lights at Marina Square in the amount of $27.000.00.

k. Approve the purchase of 360 64-gallon and 360 96-gallon recycling carts from Toter, Inc. in the amount not to exceed $40,236.00

l. Approve Blanket Purchase Orders for the Sunrise Theatre in the amount not to exceed $481,950.00.

m. Approve Blanket Purchase Orders to Vendors for products and services in the amount not to exceed $357,572.00.

10. **PUBLIC HEARINGS**

a. Ordinance 15-050 approving a Comprehensive Plan Map Amendment from OP, Office Professional to CBD, Central Business District for properties located on S Indian River Drive. SECOND READING

b. Approval of an application for a Conditional Use, submitted by Property Owners; Hoyt C Murphy Inc./Benson Family Partnership, and applicant; The Perky Puppy to operate a Dog Boarding Facility located at 509 Georgia Avenue, Fort Pierce, FL. The property is zoned C-3, General Commercial.

c. Approve with conditions an application for a Conditional Use, submitted by Property Owners: Railside LLC, Norman Zlinkoff, & 44-47 Realty LLC, applicant; Tropical Recycling, and representative, Stefan Matthes, of Culpepper & Terpening, to operate a Recycling Sort Facility located at 1450 Bell Avenue, Fort Pierce, FL. The property is zoned I-1, Light Industrial.

11. **MISCELLANEOUS REPORTS & REQUESTS**

a. Presentation of update on Restoring the Village Youth Initiative by Shaniek Maynard, Executive Director, Roundtable of St. Lucie County,

12. **CITY COMMISSION**

a. Resolution 15-R25 reappointing members to the Historic Preservation Board.

b. Resolution 15-R26 Certifying the Reclassification of a Member due to a vacancy created by a resignation.

c. Resolution 15-R27 Authorizing the Issuance of Refunding Note by the Fort Pierce Redevelopment Agency.

d. Resolution 15-R28 - Accepting the proposal of Capital One Public Funding, LLC to purchase the Capital Improvement Revenue Refunding Note and authorizing the execution and delivery of a Loan Agreement.

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 **Agenda Item # 5. a.**

Meeting Date: 10/05/2015

Re:

SUBJECT:

Approval of Minutes from the September 18, 2015 meeting.

Attachments

9.21.2015 Minutes

Bcht 8B

Form Review

Form Started By: Linda Cox Started On: 09/24/2015 03:09 PM

Final Approval Date: 09/24/2015

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, SEPTEMBER 21, 2015.

1. CALL TO ORDER - Mayor Hudson called the meeting to order at 6:31 p.m.

2. OPENING PRAYER - Father Michael McNally of St. Mark Evangelist Catholic Church offered the opening prayer.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

a. Approval of minutes from the August 17, 2015 closed meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve the minutes from the August 17, 2015 closed meeting.

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

Passed

b. Approval of minutes from the September 1, 2015 Special Budget Meeting, the September 8, 2015 Regular Meeting and the September 14, 2015 Special Budget Meeting.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve the minutes from the September 1, 2015 Special Budget Meeting, the September 8, 2015 Regular Meeting and the September 14, 2015 Special Budget Meeting.

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

Passed

6. PROCLAMATIONS

a. Mayor Hudson issued a Proclamation declaring September 30, 2015 as Dads take your Children to School Day.

b. Mayor Hudson issued a Proclamation declaring September 21, 2015 as Alzheimer's Awareness Day.

c. Mayor Hudson issued a Proclamation declaring September 22 as National Voter Registration Day.

d. Mayor Hudson issued a Proclamation recognizing the retirement of Gloria Johnson, Finance Director.

e. Mayor Hudson issued a Proclamation recognizing the retirement of Marjorie Gaskin, MIS Director.

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

a. Brief presentation by South Beach Association of $20,000 to Chief Diane Hobley-Burney for the purchase of 2 ATVs for the Police Department.

8. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS - There were no comments from the public.

9. CONSENT AGENDA

a. Approval of the FY 2016 Humane Society Contract in the amount of $125,000.00.

b. Request to reduce code enforcement fines in the amount of $315,290.00 against 2110 S 33rd Street which was previously owned by Rita J. & Roy D. Richardson, 2110 S 33rd Street, Ft. Pierce, FL 34947 and currently owned by Feroz A. Chagani, 1989 S US Highway 1, Ft. Pierce, FL 34950 to $24,000.00.

c. Approve the purchase of equipment and its installation from Pro Sound & Video in the total amount of $26,433.50 to outfit the second floor conference room with audio recording capabilities and to upgrade our broadcast equipment and scheduler to Tightrope to enable more effective control of our television station schedule.

d. Approval of Collective Bargaining Agreement between the City of Fort Pierce and Teamsters Local Union Number 769 (General Employee Unit) for the period of October 1, 2014 through September 30, 2017.

Commissioner Sessions pulled item **9a.**

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

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

Passed

As to item 9a, Commissioner Sessions wanted to discuss the condition of the building and asked staff if we have addressed the needs before we enter into a new contract.

Peggy Arraiz, Code Compliance Manager, stated that the land is owned by the City, and since the buildings are owned by the Humane Society, they are responsible for the upkeep. The buildings have aged but are functional and we have the ability to inspect at any time. We are most concerned that the animals are in a clean, safe condition. This is the fifth (5th) year that we are able to maintain a flat rate of $125k. There will be strong negotiations this year. Their cost of operations may be going up, but our numbers are going down. This will come before the commission.

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

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

Passed

10. PUBLIC HEARINGS

a. Ordinance 15-051 – Rezoning properties generally located at 601 Seaway Drive containing 18.02 acres +/- from R-3, Single-Family Moderate Density Residential to C-5, Tourist Commercial. SECOND READING

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

Kori Benton, Senior Planner, was available for questions.

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 Edward Becht to approve ordinance on second reading.

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

Passed

b. Ordinance 15-050 approving a Comprehensive Plan Map Amendment from OP, Office Professional to CBD, Central Business District for properties located on S Indian River Drive. FIRST READING

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

Clarissa Davis, Planner, appeared with a presentation of the comprehensive plan map amendment. The proposal is for seven (7) properties totaling a little over three (3) acres. This would be a change from the existing Office Professional (OP) to Central Business District (CBD) future land use designation for the downtown Fort Pierce area. The Planning Board voted unanimously and the staff recommendation is to approve the application.

Mayor Hudson opened the Public Hearing.

Bill Stoddard, stated that this is a great opportunity to expand the Central Business District (CBD) along the waterfront and should allow public access. With the upcoming St. Andrew's expansion, and a change to CBD, the market is there to support the additional residential units with commercial activity. We ask that you support the application to future land use CBD, zoning C1 will remain consistent.

Seeing no one, Mayor Hudson closed the public hearing.

Commissioner Becht abstained due to owning property near this parcel and filed Form 8B as required.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve the Comprehensive Plan Map Amendment from OP, Office Professional to CBD, Central Business District for properties located along Indian River Drive.

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

Other: Commissioner Edward Becht (ABSTAIN)

Passed

c. Approval of a Site Plan and Design Review Application submitted by Mariner Cove Builders, LLC for property located at 3200 Edwards Road to construct a 216 unit rental apartment development. Property is zoned R-4, Medium Density Residential (Parcel IDs 2430-231-0001-000-4; 2430-234-0001-000-3).

Clarissa Davis, Planner, appeared with a presentation of the 216 townhome-like rental apartments. This will be a gated community that has a playground, attached and detached garages, and off-street parking. The applicants are also proposing infrastructure for an influx of vegetation. The Planning Board and staff recommend approval.

Commissioner Becht wanted to clarify that there is a public right of way since it adjoins a public road. We should do our part with the county to try and put this together.

Mayor Hudson opened the public hearing.

Stanley Markovsky, Owner, was available for questions.

Bill McCain, McCain and Associates, stated that there is specific language that allows passive recreational use with the owner's permission. The owner considers it an enhancement to their development. He still maintains the commitment to work with the county. The activity is allowed within easement.

Chris Dzadovsky, BOCC, stated that he would like the support in getting the easements that are necessary for the green ways and trails systems. The Ten Mile Creek area is a great eco-tourism opportunity. We should have our staffs come back together to discuss and reinvigorate the green ways and trails.

Amy Griffin, Environmental Regulations and Land Management Division Manager, St. Lucie County, stated that the green ways and trails system is like a puzzle. We have worked with Mr. McCain to expand the language to allow public access. We should communicate more on this project and she wants to offer her staff to give an overview. When the pieces come together, we will start the next phase of implementation and construction. Now is the time to set it aside for a condition of approval.

Stanley Markovsky stated that he has stipulated that he would grant any easements for the easterly county right of way.

Seeing no one, Mayor Hudson closed the public hearing.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve with conditions that the owner shall grant public access to the conservation easement existing on the southern edge of the property; such access is not required to be the through the project itself, but rather along the easterly edge of the project.

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

Passed

11. MISCELLANEOUS REPORTS & REQUESTS

a. Presentation of an Overview of the FMPA by Nick Guarriello, General Manager and CEO, and Jody Finklea, Assistant General Counsel and Manager of Legal Affairs.

Nick Guarriello appeared with a presentation providing and overview of FMPA (Florida Municipal Power Agency). FMPA is a wholesale power provider for 31 municipalities in the state, and they provide service to the City of Fort Pierce. They offer Member Services that include training, conservation, joint purchasing, and distribution reliability. Cities govern FMPA through the board and executive committee. Local officials are required to serve on the board. FMPA delivers and distributes power, and sets rates and billing; it is community and locally governed. City of Fort Pierce rates are lower than the average, have recently gone down and there is another possible reduction in October. Rates are based on costs, and since some costs change quickly, you must be able to recover it quickly. That is why there are power cost adjustments, whether a decrease or increase. The current bill has a $3 credit. The cost of gas has gone down because oil has changed a lot. The EPA has a finalized carbon rule to assist with climate change and climate concerns. Electric utilities must reduce carbon out take by 32% by 2030; methods include nuclear, carbon free, solar, wind, conservation, etc. This statewide plan may cause electric rates to go up.

Jody Finklea, appeared and presented on current events and audit update. The Florida Auditor General completed their audit at the end of 2014; 10 out of 15 findings have already been addressed, with the rest being addressed by the end of the year. Taylor Swaps have been terminated as of earlier this year, noting that the project was canceled in 2007. Vero Beach's deal to sell its' utility agreement has not moved forward. FMPA contracts must be enforced because contract provisions are set to protect municipalities, and Fort Pierce has the biggest interest of any member. If one group walks away, the rest are left to hold the bag. We have instituted a number of policies to address transparency because the perception was that we were not. FMPA is continuing to address new trends and support its members.

b. Presentation of the newly rebranded Treasure Coast International Airport and Business Park by John Wiatrak, Airport Manager.

John Wiatrak appeared and presented an update on the newly rebranded Treasure Coast International Airport (TCIA). The Business and Marketing plan includes branding, community value, entrance improvements, maintenance / repair, and MRO Hanger. TCIA currently has a $155M economic impact on the area. They are on 3800 acres, which is larger than Miami International Airport, Ft. Lauderdale-Hollywood International Airport, and Palm Beach International. They follow FAA regulation rules, which is necessary before they can become a commercial airport; all standards are ready for an airline. They are ready to accommodate when the time comes.

TCIA is 100% leased and we are looking to build. There are zero noise complaints because we have a great relationship with the community. The improvements for the entrance has funding in place, with 80% being paid by FDOT. There is great economic potential for aviation in

Florida due to the strong existing industry, low taxes, a skilled and available work force, good weather, and no other state spends as much on airports.

The TCIA is for everyone in the region. Their goals include becoming self-sustainable, creating revenue, and to promote job growth. They would like to have everyone either work there or to know someone who works at the airport. They have great access, lots of land available, and they hope to continue to build strong local support. The Master Plan includes a future development plan which must go through FAA and FDOT for approval. The next steps include working with cities, Chamber, and EDC to promote the airport. They want to grow smart and have our citizens get excited about our potential.

Commission discussion included determining how the City of Fort Pierce can help, inviting someone from TCERDA to keep us updated annually, keeping an emphasis on north county as a job center, and thanking TCIA for keeping the Port of Fort Pierce as a part of the project.

Mark Satterlee, Deputy County Administrator, added that he appreciated our energy and urged that the support will be needed when it is time to go before the legislature.

c. Presentation on the financial status of the different funds of the City for the month ending August 31, 2015.

Johnna Morris, Chief Accountant, reviewed the status of funds for the City for month ending August 31, 2015. Total available resources are $6,439,620, minus our reserves, our unrestricted resources are $2,462,912.

12. CITY COMMISSION

a. Discussion on Moore's Creek Revegetation Project at the request of Commissioner Alexander

Jim Oppenborn, SLC Coastal Resources Supervisor, and Alisa Jordan, Florida Fish & Wildlife Conservation (FWC), appeared to discuss increasing the water quality of the lagoon. FWC has offered the *Valisneria americana* plant that will help our freshwater wetlands. The plants have been used in creeks, rivers and in many tributaries. This experiment will look to increase the habitat by planting the plants and increasing water quality. This project could help increase property values along Moore's Creek, while decreasing dredging and herbicides. The tributaries in urban areas are often neglected. The work is done by volunteers and FWC will get grants to pay for the plants. This project may take many years and they may have to harvest the plants. They need the City's permission to start the project, will not create liability and do not need any money. If it turns into a project, they will get funding. The goal is to get the community to take ownership of the project, participate in a special event once the plants are received, which should be in July.

The Commission discussion included being pleased with natural solutions to issues in the waterways, pointing out that they want to make sure it is not invasive or prolific (like kudzu) and can be controlled. The consensus is to give permission and partner with the project.

b. Resolution 15-R24 re-appointing Daniel M. Delulio to the Fort Pierce Utilities Authority Board

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to re-appoint Daniel M. Delulio to the FPUA Board.

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

Passed

c. Submittal of applications for re-appointment to the Historic Preservation Board -

This will come back before the next meeting in the form of a Resolution.

13. COMMENTS FROM THE PUBLIC -
John Jolley
Mike Perri

14. COMMENTS FROM THE CITY MANAGER

a. City Manager's Departmental Activity Report -

Robert Bradshaw stated that he appreciated the County for their presentation on the airport and he supports the regionalization partnership. He urged that the Commission not lose focus and keep our priority on the Port of Fort Pierce.

Robert Schwerer stated that we are in litigation with FP Petroleum Marine Consultants and asked for an executive session, scheduled for October 5, 2015 at 5:30 p.m., pursuant to F.S. 286.011(8).

15. COMMENTS FROM THE COMMISSION - There were no comments from the Commission.

16. ADJOURNMENT - There being no further business, Mayor Hudson declared the meeting adjourned at 10:36 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Bechtel Ed	City of Fort Pierce
MAILING ADDRESS: 321 S. 2nd St.	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Ft. Pierce COUNTY: St Lucie	NAME OF POLITICAL SUBDIVISION: City of Fort Pierce
DATE ON WHICH VOTE OCCURRED: 9-21-15	MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Ed Becht, hereby disclose that on 9-21, 20 15:

(a) A measure came or will come before my agency which (check one or more)

X inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Ordinance 15-050 Comp Plan Amend.
S. Indian River Dr.
Possible gain or loss to ½ interest in property @ 321 S. 2nd St. in which I have a ½ interest; maybe remote, maybe speculative;

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

9-21-15
Date Filed

Edward B
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

City Commission Regular Meeting **Agenda Item # 6. a.**

Meeting Date: 10/05/2015

Re: SafeSpace

SUBJECT:

Proclamation recognizing October as National Domestic Violence Awareness Month. Being received by Tracy Chiljean Levy, SafeSpace.

Attachments

Domestic Violence

Form Review

Form Started By: Linda Cox Started On: 08/25/2015 11:40 AM

Final Approval Date: 08/25/2015

WHEREAS domestic violence transcends all ethnic, racial and socioeconomic boundaries. Its perpetrators abuse their victims both physically and mentally, and the effects of the attacks are far reaching; and

WHEREAS because domestic violence usually takes place in private, many Americans may not realize how widespread it is. Each year in the United States, approximately 1.5 million women are raped and/or physically assaulted by their current or former husbands, partners and/or boyfriends; and

WHEREAS during the month of October, Americans should consider the wounds that domestic violence leaves on our society and what each of us can do to prevent it; and

WHEREAS through education, awareness and enforcement, we are striving to prevent domestic violence and sexual assault. We hope to create a society that refuses to tolerate domestic violence in any form.

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

"National Domestic Violence Awareness Month"

in the City of Fort Pierce and urge all citizens to work toward the elimination of personal violence against women.

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 21st day of September, 2015.

_____

MAYOR COMMISSIONER

City Commission Regular Meeting **Agenda Item # 6. b.**

Meeting Date: 10/05/2015

Re:

SUBJECT:

Proclamation declaring October 22, 2015 as Lights on Aftershool Day. Being received by Kimberly Roberts, 21st Century Program Manager, St. Lucie County School District.

Attachments

Lights on After School

Form Review

Form Started By: Linda Cox Started On: 09/28/2015 02:21 PM

Final Approval Date: 09/28/2015

WHEREAS, the citizens of Fort Pierce City stand firmly committed to quality afterschool programs and opportunities because they:

- Provide safe, challenging, and engaging learning experiences that help children develop social, emotional, physical and academic skills.
- Support working families by ensuring their children are safe and productive after the regular school day ends.
- Build stronger communities by involving students, parents, business leaders and adult volunteers in the lives of young people, thereby promoting positive relationships among youth, families and adults.
- Engage families, schools and community partners in advancing the welfare of our children; and

WHEREAS, 21st Century Community Learning Centers has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children become successful adults; and

WHEREAS, Lights On Afterschool, the national celebration of afterschool programs held this year on October 22, 2015, promotes the importance of quality afterschool programs in the lives of children, families and communities; and

WHEREAS, more than 28 million children in the U.S. have parents who work outside the home, and 15.1 million children have no place to go after school; and

WHEREAS, many afterschool programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights; and

WHEREAS, Fort Pierce, Florida is committed to investing in the health and safety of all young people by providing expanded learning opportunities that will help close the achievement gap and prepare young people to compete in the global economy.

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim October 22, 2015, as:

Lights on Afterschool Day

in the City of Fort Pierce and we enthusiastically support Lights on Afterschool and commit to engaging in innovative afterschool programs and activities that ensure the lights stay on and the doors stay open for all children after school.

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 5th day of October, 2015.

_____

MAYOR COMMISSIONER

City Commission Regular Meeting **Agenda Item # 6. c.**

Meeting Date: 10/05/2015

Re:

SUBJECT:

Proclamation declaring October 4-10, 2015 as Public Power Week. Being received by the Fort Pierce Utilities Authority.

Attachments

Public Power Week

Form Review

Form Started By: Linda Cox Started On: 09/28/2015 02:42 PM

Final Approval Date: 09/28/2015

WHEREAS, the citizens place high value on local control over community services and therefore have chosen to operate a community owned, locally controlled, not-for-profit electric utility and, as consumers and owners of our electric utility, have a direct say in utility operations and policies; and

WHEREAS, Fort Pierce Utilities Authority provides homes, businesses, farms, social service, and local government agencies with reliable, efficient, and cost-effective electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

WHEREAS, Fort Pierce Utilities Authority is a valuable community asset that contributes substantially to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS, Fort Pierce Utilities Authority has also taken on additional stewardship for our community's information infrastructure through a broadband network providing (Internet/cable/ telephone, etc., services), expanding community and economic development opportunities; and

WHEREAS, Fort Pierce Utilities Authority is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment; and

WHEREAS, Fort Pierce Utilities Authority will continue to work to bring lower-cost, safe, reliable electricity to community homes and businesses just as it has since 1912, the year when the utility was created to serve all the citizens of Fort Pierce, FL.

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of October 4-10, 2015, as:

Public Power Week

in the City of Fort in order to honor Fort Pierce Utilities Authority for its contributions to the community and ask that our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power, which is best for consumers, business, the community, and the nation.

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 5th day of October, 2015.

_____

MAYOR COMMISSIONER

City Commission Regular Meeting **Agenda Item # 6. d.**

Meeting Date: 10/05/2015

Re:

SUBJECT:

Proclamation declaring October 4-10, 2015 as Public Natural Gas Week. Being received by the Fort Pierce Utilities Authority.

Attachments

Natural Gas

Form Review

Form Started By: Linda Cox Started On: 09/28/2015 02:44 PM

Final Approval Date: 09/28/2015

WHEREAS, the citizens place high value on local control over community services and therefore have chosen to operate a community-owned, locally controlled, not-for-profit natural gas utility and, as consumers and owners of our natural gas utility, have a direct say in utility operations and policies; and

WHEREAS, Fort Pierce Utilities Authority provides homes, businesses, farms, social service, and local government agencies with reliable, efficient, and cost-effective natural gas employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

WHEREAS, Fort Pierce Utilities Authority is a valuable community asset that contributes substantially to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS, the natural gas utility industry is changing and will continue to change over the next few years, with the goal of allowing individual consumers to choose their power supplier while continuing service from their current natural gas distributor; and

WHEREAS, this concept of "customer choice" in generation is a new one that will have a broad impact on and affect all parts of the natural gas utility industry, including the consumer-utility relationship; and

WHEREAS, this community's natural gas system, Fort Pierce Utilities Authority 's first and only purpose is to work in partnership with its customer-owners to furnish an essential public service and the best customer service to community citizens at lower-cost rates; and

WHEREAS, Fort Pierce Utilities Authority will continue to work to ensure that consumers benefit from any changes in the natural gas utility industry, just as it has since 1961, the year when the utility was created to serve all the citizens of Fort Pierce, FL.

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of October 4-10, 2015, as:

Public Natural Gas Week

in the City of Fort in order to honor Fort Pierce Utilities Authority for its contributions to the community and ask that our community joins hands with other public natural gas systems in the United States that ensure cost-cutting competition for natural gas customers through local, community ownership.

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 5th day of October, 2015.

_____

MAYOR COMMISSIONER

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

Meeting Date: 10/05/2015

Re: Recommendation of Award for State Housing Initiative Partnership Rehabilitation for 709 Easter Avenue

Submitted For: Linda Whalen, Program Analyst, Urban Redevelopment

---

SUBJECT:

Approval of contract award to Gentile Corporation of West Palm Beach in the amount of $20,800.00 for the rehabilitiation of 709 Easter Avenue.

SUMMARY:

For this rehabilitation project, a call for bids went out in February 2015, Bid No. 2015-040, and received no response. Another call for bids went out in June 2015 and Bid No. 2015-044 also received no response due to the complexities of the construction project. Subsequently, City of Fort Pierce staff has acquired a bid from Gentile Corporation of West Palm Beach in the amount of $20,800.00 and Masimo Construction from Loxahatchee in the amount of $21,500. In addition to being the lowest bidder, Gentile has successfully completed several house rehabilitation projects for the City of Fort Pierce within the last two (2) years and has the capability to complete the requested task.

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. This project will be funded by the 2014-2015 SHIP funds.

RECOMMENDATION:

Award contract to Gentile Corporation of West Palm Beach in the amount of $20,800 for the rehabilitation on 709 Easter Avenue.

ALTERNATIVES:

Select alternate bidder or issue another call to bid.

RESPONSIBLE STAFF:

Linda Whalen, Project Administrator, Urban Redevelopment
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: 20,800.00
FISCAL IMPACT:
None. Project will be fully funded by SHIP Program.

Attachments

Bid No. 2015-044
Bid No. 2015-040
Gentile, Corp Bid
RFP 2015-044
RFP 2015-040
Masimo Bid

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	09/14/2015 08:56 AM
Purchasing	Tony Barnes	09/17/2015 10:18 AM
Finance Department	Johnna Morris	09/18/2015 11:55 AM
City Manager	Robert Bradshaw	09/28/2015 10:12 AM
Form Started By: Linda Whalen		Started On: 09/09/2015 02:29 PM
Final Approval Date: 09/28/2015		

MEMORANDUM
from the
PROCUREMENT DEPARTMENT

TO: Nick Mimms, Deputy City Manager

THROUGH: Tony Barnes, CPPB, Director of Administrative Services

FROM: Georgia Montgomery, Purchasing Specialist

SUBJECT: Bid No. 2015-044 ~ Housing Rehabilitation Project for 709 Easter Avenue

DATE: July 20, 2015

We did not receive any bids for the above mentioned project. The file is available for review in the Procurement Department.

The invitation was sent to 486 vendors. Nine (9) vendors requested specifications with zero (0) responding (No responses).

/gm

CC: Linda Whalen, Grant Writer

Re: SHIP <Watchdog: Virus checked>

Georgia Montgomery to: Linda Whalen 04/16/2015 03:45 PM

Cc: Gelencia Carter

History: This message has been replied to.

Hello Linda:
We **did not** receive any bids for the Bid No: 2015-040 709 Easter Avenue
FYI

Georgia Montgomery
Purchasing Specialist
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34954
(P) 772-467-3748
(F) 772-467-3848

GENERAL CONTRACTORS

Gentile, Corp.

CGC: 1521508

Estimate

September,2 2015

Linda Whalen
Housing Program Specialist
City of Fort Pierce

Project Name:
Project Address: 709 Easter Av
Owner:

Installation of 24 Ga storm panels mounted with H headers and F tracks build outs.

Scope of work:

Install approved secondary water barrier waterproofing membrane on entire roof area.
Pressure clean and paint exterior of residence including labor and materials, owner to choose two color main house and trim sherwin Williams paint.
Remove and install new impact resistant fiber glass door Florida building code approved.
Finish interior and exterior to match existing.
Remove and install 6" seamless gutters provide splash blocks.
Install custom Aluminum hand rail at main entrance .

Total amount for this task $ 9900.00

Flat roof:

Demolish entire 660 Sqt of flat roof.
Rebuild deck using 5/8" plywood replace entire beam with (2" x 10") install new roof joist (2" x 8" x 20 ') install new prime (2" x 6") spruce fascia.
Apply modified bitumen torch down system.

Total Amount for this task $ 10900.00

3160 TURTLE COVE WEST PALM BEACH, FL 33411
Phone: 954.520.0548Phone: 772.342.6928FAX: **561.688.1398**
Email:GENTILELLC@COMCAST.NET

DELIVER TO: **City of Fort Pierce** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Procurement Dept.** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Contact: Gelencia Carter, 772-467-3748	**Bid No: 2015-044**
Mandatory Site Visit Date: **10:00AM, FRIDAY, JULY 10, 2015**	**Bid Title: HOUSING REHABILITATION PROJECT FOR 709 EASTER AVENUE**
Mandatory Site Visit Location: **709 Easter Avenue** **Fort Pierce, FL 34950**	**Bid Opening Location:** **City of Ft. Pierce Procurement Dept.** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Bid Due Date & Time: **3:00 PM, THURSDAY, JULY 16, 2015**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Bidder Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Circle One): **Corporation Partnership Proprietorship**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: __Y __N MWBE: __Y __N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit three (3) complete sets **(one [1] original and two [2] copies)** of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

3. EXECUTION OF BID

Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Page 1 of Bidder/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

4. NO BID

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the DemandStar web site: www.demandstar.com.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for

materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the

alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Bidder.

28. FACILITIES

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

29. REPRESENTATION

A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF BIDDER

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders Bids in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

33. PUBLIC RECORDS

Upon award recommendation or ten days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. BID PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

SPECIAL TERMS AND CONDITIONS
LOCAL VENDOR PREFERENCE
THIS SECTION IS NOT APPLICABLE TO THIS PROJECT ~ PLEASE DISREGARD

1. DEFINITION

"Local business", shall mean a business which meets the following criteria:

1.1 Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the City. The fixed office or distribution point must be staffed and have a valid business tax receipt issued by the City of Fort Pierce at least 6 months prior to bid/proposal (must provide a copy). Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and

1.2 Holds any business license required by City of Fort Pierce; and

1.3 Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

2. CERTIFICATION

Any vendor claiming to be a local business as defined by subsection 1-above, shall so certify in writing to the Purchasing Department. The certification shall provide all necessary information to meet the requirements of subsection (1.1) above. The Purchasing Department shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business".

3. NON-LOCAL BUSINESS

"Non-local business" means a bidder which is not a local business

3.1 Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, City of Fort Pierce and its agencies and instrumentalities, will give preference to local businesses as outlined below in Section 4.

4. COMPETITIVE BID (SECOND CHANCE OFFER)

4.1 Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined. A **Second Chance Offer** will be offered to the lowest bidder if non-local and the lowest local bidder within 5% of the non-local bidder. Each bidder will be given the opportunity to resubmit a "second chance" bid price. Once the bids have been received by the Purchasing Department, a recommendation for award will be made with the new bid prices. If the local bidder does not resubmit a "second chance" bid price, declines, or is not the lowest bid price, then award will be made to the lowest overall qualified and responsive responsible bidder. If **ALL** bids made by "second chance" bidders are higher than the original low bid, then award will be made to the original low overall qualified and responsive responsible bidder.

4.2 In the event a bidder is awarded a contract pursuant to this section, all requests for change orders must be approved by the City Commission of the City of Fort Pierce.

5. CONSTRUCTION PROJECTS

5.1 OPTION 1: NON-LOCAL CONTRACTORS for construction projects that use a minimum of 60% up to 75% of the dollar value of the project for local sub-contractors and material suppliers would qualify as a "local" contractor.

5.2 OPTION 2: NON-LOCAL CONTRACTORS ~ that employs more than 30% minority employees and a minimum of 60% up to 75% local employees whose primary residence is within the boundaries of St. Lucie County, would qualify as a "local" contractor.

5.3 ***Preference for RFP (request for proposals*)** – In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, the locality rating evaluation score shall be assigned as follows:

LOCALITY RATING ~ TABLE

LOCATION	RATING
Headquartered within the City of Fort Pierce	25
Headquartered within the four counties (Martin, Okeechobee, Indian River, St. Lucie County)	20
Satellite office in four counties (Martin, Okeechobee, Indian River, St. Lucie County)	15
Office located in State of Florida	10
Office located outside of Florida	0
Proposing firms can only receive a score from one of the above categories.	

6. NOTICE

Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

7. WAIVER OF APPLICATION OF LOCAL PREFERENCE

The application of Local Preference to a particular purchase or contract for which the City of Fort Pierce is the awarding authority may be waived upon approval of the Commissioners.

8. COMPARISON OF QUALIFICATIONS

The preference established herein in no way prohibit the right of the Commissioners to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids. Further, the preferences established herein in no way prohibit the right of the City Commission from giving any further preference permitted by law instead of the preference granted herein.

9. RECIPROCITY

In the event any other Florida county or municipality ("local government") deemed appropriate by the City of Fort Pierce extends preferences to local businesses. City of Fort Pierce may enter into an interlocal agreement with such local government wherein the preferences of this section may be extended and made available to vendors that have a valid business tax receipt issued by the specific local government to do business in that local government that authorizes the vendor to provide the commodities and services to be purchased, and a physical business address located within the limits of that local government. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Vendors must also be authorized to do business in City of Fort Pierce. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as a "local business" under this section. In no event shall the amount of the preference accorded other local government firms exceed the amount of preference that such local government extends to City of Fort Pierce firms competing for its contracts.

SECTION III

INSURANCE REQUIREMENTS

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

(1) CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY OF FORT PIERCE, hereinafter called "CITY" the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR herby agrees to provide same. Until such insurance is no longer required by this Contract, CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Contract, CONTRACTOR will require all subcontractors to provide insurance coverage complying with the requirements set forth herein, and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

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

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease - Policy Limit
	$1,000,000	Disease - Each Employee

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

which would result from the attachment of the NCCI Waiver Of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

(3) General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida. CITY, the City of Fort Pierce and their respective members, 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-CITYs, Lessees, or Contractor – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

(4) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, other than those which are required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of watercraft. The insurance shall include the CITY as an additional insured. The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$1,000,000

(6) Payment Bond and Performance Bond

CONTRACTOR shall execute, deliver to the CITY, in accordance with the performance and payment bond requirement, and record in the public records of the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Contract. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the CITY.

Each bond shall be signed on behalf of the CONTRACTOR by an individual who is duly authorized to execute the bond on behalf of the CONTRACTOR. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Contract shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

(7) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR. Except as otherwise specified, no deductable or self-insured retention is permitted.

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

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

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

(9) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or

suspend this agreement.

(10) **All Insurance policies provided by the contractor shall be endorsed to provide the City with thirty (30) days notice of cancellation. Contractor shall furnish the City with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of City's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Until such insurance is no longer required by this Contract, the Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.**

(B) The CITY and CONTRACTOR waive all rights against (1) each other and any of their subcontractors, subcontractors' agents, and employees each of the other, and (2) the separate contractors if any, and any of their subcontractors, subcontractors' agents, and employees, for damages caused by fire or other causes of loss to the event covered by property insurance obtained pursuant to item (C) (Builder's Risk), or other property insurance applicable to the Work, provided such waiver does not compromise coverage under such insurance coverage. The CITY or CONTRACTOR, as appropriate, shall require separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The required Builder's Risk policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(C) In addition to the coverages required herein, the CONTRACTOR shall furnish and maintain all-risk builder's risk property insurance, satisfactory to the CITY, for the entire Work at the site to the full replacement cost of the completed project. This coverage shall name the CITY and the City of Fort Pierce as additional insureds, and must include the interests of the CONTRACTOR, subcontractors and sub-subcontractors in the Work, and must be procured from an insurer licensed to do business in the State of Florida with a Best's rating of "A+, A, or A-". The risk of loss shall remain with CONTRACTOR until the date of Final Completion. **Hard Cost of Builder's Risk insurance to be paid by CONTRACTOR and such cost is not subject to any CONTRACTOR's fee.**

PERFORMANCE AND PAYMENT BONDS

(A) **BONDS REQUIRED: If the contract amount is in excess of $50,000,** within fifteen days after receipt of the Contract, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price.

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

(1) Ratings by A.M. Best

Unless the contract amount is $500,000 or less and the surety qualifies pursuant to paragraph (3) below, the surety company or corporation shall have the following minimum ratings by The A.M. Best Company:

Contract Price			**Best's Rating Classification**	**Financial Size Category**
From:	$	00.00	No Bond	No Bond
To:	$	50,000.00	Required	Required
From:	$	50,000.01	No Minimum	No Minimum
To:	$	100,000.01	Required	Required
From:	$	100,000.01	No Minimum	No Minimum
To:	$	500,000.00	Required	Required
From:	$	500,000.01	A-or better	IV or larger
To:	$	2,500.000.00		
From:	$	2,500.000.01 Or more	A-or better	V or larger

(2) Circular 570

Unless the contract amount is $500,000 or less and the surety qualifies pursuant to paragraph (3) below, regardless of the size of the bond, in addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(3) Contract amount of $500,000 or Less

Notwithstanding the foregoing paragraphs (1) and (2), in the event the Contract price does not exceed $500,000, in accordance with Florida State Statutes, Section 287.0935, bonds with a surety company in compliance with the following requirements shall be acceptable:

(a) The surety company is licensed to do business in the State of Florida;
(b) The surety company holds a certificate of authority authorizing it to write surety bonds in Florida; The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the

invitation to bid is issued;

(c) The surety company is otherwise in compliance with the provisions of the Florida insurance Code; and

(d) The surety company holds a current valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304 to 9308.

In order to qualify as an acceptable surety company under this paragraph (3), an Affidavit for Surety Company shall be executed by an Officer of the surety bond insurer as evidence that a surety company is in compliance with the foregoing requirements.

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce/Department of Urban Redevelopment
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce/Department of Urban Redevelopment and their members, officials, officers and employees.

SECTION IV

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The purpose of this bid is to solicit bids from qualified contractors to rehabilitate the property located at**, 709 Easter Avenue, Fort Pierce, FL, 34950,** as a part of the State Housing Initiative Partnership (SHIP) Program.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Thursday, July 16, 2015**. Three (3) copies of sealed bids (one original and two copies) shall be mailed or delivered to:

Delivery Address:	**Mailing Address:**
City of Fort Pierce	**City of Fort Pierce**
Purchasing Department	**Purchasing Department**
100 North U.S. #1	**P.O. Box 1480**
Fort Pierce, FL 34950	**Fort Pierce, FL 34954-1480**

Copies of the bid documents are available electronically from the Purchasing Department by e-mail request to biddesk@city-ftpierce.com or on the web site of Demandstar.com (www.demandstar.com) and Public Purchase (www.publicpurchase.com).

Any bids received after the designated time and date listed above will be returned unopened.

3. PERMITS AND LICENSES

3.1 Contractor shall obtain, pay for, and post on site all permits and licenses necessary to complete this project.

3.2 Contractor and subcontractors must have current licenses required by the State of Florida and the City of Fort Pierce.

3.3 All materials and methods of construction related to work performed on this project must comply with all appropriate specifications, code requirements, ordinances and laws of the City of Fort Pierce, the State of Florida, and the Federal Government, and contractor will permit reasonable inspection of all work by authorized inspectors.

4. MANDATORY SITE VISIT

4.1 A **Mandatory Site-Visit** will be held from **10:00A.M., Friday, July 10, 2015, 709 Easter Avenue, Fort Pierce, FL 34950**. All interested bidders are **REQUIRED** and **MUST** sign in with Linda Whalen, Project Manager, in order for their bids to be considered. It is the responsibility of the Contractor to sign the

Mandatory Sign-In Sheet. **Anyone arriving after 10:15 A.M. will not be allowed to participate in the bid process.**

4.2 **No Contractor will be allowed on-site prior to the Mandatory Site Visit. No exceptions will be granted**.

5. INQUIRIES/QUESTIONS

5.1 All inquiries will be in a written format and addressed to the Department of Urban Redevelopment with a copy to the Purchasing Department:

TO
Linda Whalen
Director of Urban Redevelopment
City of Fort Pierce
P. O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 595-5068
Email: lwhalen@city-ftpierce.com

COPY
Gelencia Carter
Purchasing Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 467-3848
Email: biddesk@city-ftpierce.com

6. CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS

CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include; general liability, workers compensation, and automobile insurance with bid submittal. If awarded, insurance must comply with the Required Limits of Insurance and include builder's risk as indicated in Section III of the specifications.

BOND REQUIREMENTS

Performance and Payment Bonds will be required of the successful bidder in the amount of 100% of the contract amount, **if the contract amount is in excess of $50,000. Please see Section III Required Limits of Insurance, Performance and Payment Bonds.**

7. EVALUATION CRITERIA

7.1 The lowest and most responsive bid. NOTE: If Contractor currently has (2) or more projects in progress, Department of Urban Redevelopment staff has the discretion to award bid to the next lowest bidder.

7.2 Contractor must be in good standing with the City of Fort Pierce Department of Urban Redevelopment.

7.3 If the project is deemed to have historical value or is listed on the local or national register, Department of Urban Redevelopment staff will give significant consideration to contractors having previous experience with the Historical Preservation Projects.

7.4 Contractor must be able to complete work within 90 days from issuance of building permit. An extension must be approved 14 days prior to 90 days, not to exceed an additional 30 days (maximum of 120 days).

7.5 Bid packet must be **COMPLETE** and in order to be awarded a project. Please make sure all information is completed on the Bid Form. Bid will be considered incomplete if this information is not provided.

7.6 A Form for *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* has been included in the Bid Package and must be filled out by the Contractor and return with the Bid. A similar form for each subcontractor must be filled out and this form will be provided when the contract is awarded.

7.7 All bids shall remain open for sixty (60) days, not subject to revocation, and shall be subject to the City's acceptance.

8. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal.

9. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

10. REFERENCE CHECK FORM

Please provide a detailed list of reference showing your expertise and experience in providing the services requested. A minimum of three (3) references are required for this bid. Please complete the three Reference Check forms (pages 25-27) and submit with bid package. References should include project description, contact names, addresses, phone, and email.

11. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

SECTION V

STATEMENT OF WORK

1. SCOPE OF WORK

This project should be bid according to the housing rehabilitation specifications set forth below. Project bid must be all inclusive. The project consists of exterior renovations and HVAC replacement as follows:

EXTERIOR

- **Unsafe Issue/ Emergency Roof Repair:** Replace DWV under building & sewer main to street.
- **Roof:** Remove/replace 250 square foot **carport roof only** (Torch-down and replace rotten wood
- **Shutters:** Install panel shutters on twenty (20) openings (Storm Panels)
- **Paint exterior:** Paint exterior of house
- **Doors:** Remove and replace one (1) door (FBC approved)
- **Gutter System:** Install approximately 211 feet of aluminum gutter with splash pads and leaders.
- **HVAC:** Remove/Replace existing A/C System (Calculations required for sizing)
- **Hand Rail:** Install steel hand rail at main entrance flight of stairs.

PLEASE NOTE:

- **Shutters and roof work require separate permits**
- **The homeowner is responsible for boxing up and protecting any breakables. Owner is to supply and is also responsible for needed utilities to complete rehab.**

SECTION VI
FORM

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, _____, **(Contractor's Name)** certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

_____ **(Contractor's Name)**

City of Fort Pierce **(Recipient's Name)**

_____ **(Authorized Signature)**

Date:_____

_____ **(Print Name)**

_____ **(Title)**

_____ **Division Contract Number**

_____ **(Street and Address)**

_____ **(City, State, Zip)**

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Proposer's Signature

_____

Date

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

BID RESPONSE FORM

BID ITEM	**HOUSING REHABILITATION PROJECT FOR 709 EASTER AVENUE**		
BID NUMBER	**2015-044**	**DUE DATE & TIME**	**3:00PM,Thursday, July 16, 2015**

The offerer agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL
Unsafe Issue/Emergency Repair	$
Roof	$
Shutters	$
Paint Exterior	$
Doors	$
Gutter System	$
HVAC	$
Hand Rail	$
Total	$

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor_____

Address_____

City, State, Zip Code_____

Email Address_____

Typed Name, Title,_____

Signature_____ **Date**_____

Telephone # _____ **Fax #**_____

(*Please include Remit to address if different than address stated above)

Remit To:_____

_____

Check block below for applicable minority indicator:

□ **Asian Indian**□ □ **Black** □ □ **Asian Pacific** □ **Hispanic** □

□ **Native American** □ **Small Business** □ □**Women Owned** □ **Small Disadvantage Business**□

REFERENCE CHECK FORM

Bid No: 2015-044 Title: Housing Rehabilitation Project for 709 Easter Avenue
Bidder/Respondent Name: _____
Reference Company Name: _____
Telephone Number: _____ Fax Number: _____
Contact Name: _____ Email: _____

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? From:_____ To:_____
- How would you describe the Contractor:

  Quality of Work: _____
  _____
  Dependability: _____
  _____
  Integrity of owner and employees: _____
  _____
  What areas could he/she improve upon? _____
  _____

  Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐
- On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
- Add any information/comments that might help us evaluate their ability to perform for us?
  _____
  _____
  _____
  _____

REFERENCE CHECK FORM

Bid No: 2015-044 Title: Housing Rehabilitation Project for 709 Easter Avenue
Bidder/Respondent Name: _____
Reference Company Name: _____
Telephone Number: _____ Fax Number: _____
Contact Name: _____ Email: _____

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

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- How would you describe the Contractor:

  Quality of Work: _____
  _____
  Dependability: _____
  _____
  Integrity of owner and employees: _____
  _____
  What areas could he/she improve upon? _____
  _____

  Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐
- On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
- Add any information/comments that might help us evaluate their ability to perform for us?
  _____
  _____
  _____
  _____

REFERENCE CHECK FORM

Bid No: 2015-044 Title: Housing Rehabilitation Project for 709 Easter Avenue
Bidder/Respondent Name: _____
Reference Company Name: _____
Telephone Number: _____ Fax Number: _____
Contact Name: _____ Email: _____

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? From:_____ To:_____
- How would you describe the Contractor:

  Quality of Work: _____
  _____
  Dependability: _____
  _____
  Integrity of owner and employees: _____
  _____
  What areas could he/she improve upon? _____
  _____

  Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐
- On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
- Add any information/comments that might help us evaluate their ability to perform for us?
  _____
  _____
  _____
  _____

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	_____	_____
Is Bid Response Form completed, signed and attached?	_____	_____
Is W-9 Form completed, signed and attached?	_____	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	_____	_____
Include proof of proper licensing as stated in bid documents.	_____	_____
Include proof of proper insurance as stated in bid documents.	_____	_____
Bid envelope is marked accordingly.	_____	_____
Is Drug-Free Work Place form signed and enclosed?	_____	_____
Is Debarment form signed and enclosed?	_____	_____
Are three (3) complete bid packages included (one original and two copies)?	_____	_____
Is each Bid Addendum (when issued) signed and included?	_____	_____

PLEASE SIGN AND RETURN WITH BID _____

DELIVER TO: **City of Fort Pierce** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Procurement Dept.** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Contact: Gelencia Carter, 772-467-3748	**Bid No: 2015-040**
Mandatory Site Visit Date: **10:00AM, FRIDAY, APRIL 10, 2015**	**Bid Title: HOUSING REHABILITATION PROJECT FOR 709 EASTER AVENUE**
Mandatory Site Visit Location: **709 Easter Avenue** **Fort Pierce, FL 34950**	**Bid Opening Location:** **City of Ft. Pierce Procurement Dept.** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Bid Due Date & Time: **3:00 PM, THURSDAY, APRIL 16, 2015**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Bidder Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X_____** **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Circle One): **Corporation Partnership Proprietorship**	**Title:**
Incorporated in the State of: Year:	**Delivery in _____days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: __Y __N MWBE: __Y __N**
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit three (3) complete sets **(one [1] original and two [2] copies)** of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

3. EXECUTION OF BID

Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Page 1 of Bidder/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

4. NO BID

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the DemandStar web site: www.demandstar.com.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for

materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the

alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Bidder.

28. FACILITIES

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

29. REPRESENTATION

A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF BIDDER

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders Bids in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

33. PUBLIC RECORDS

Upon award recommendation or ten days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. BID PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

SPECIAL TERMS AND CONDITIONS
LOCAL VENDOR PREFERENCE
THIS SECTION IS NOT APPLICABLE TO THIS PROJECT ~ PLEASE DISREGARD

1. DEFINITION

"Local business", shall mean a business which meets the following criteria:

1.1 Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the City. The fixed office or distribution point must be staffed and have a valid business tax receipt issued by the City of Fort Pierce at least 6 months prior to bid/proposal (must provide a copy). Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and

1.2 Holds any business license required by City of Fort Pierce; and

1.3 Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

2. CERTIFICATION

Any vendor claiming to be a local business as defined by subsection 1-above, shall so certify in writing to the Purchasing Department. The certification shall provide all necessary information to meet the requirements of subsection (1.1) above. The Purchasing Department shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business".

3. NON-LOCAL BUSINESS

"Non-local business" means a bidder which is not a local business

3.1 Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, City of Fort Pierce and its agencies and instrumentalities, will give preference to local businesses as outlined below in Section 4.

4. COMPETITIVE BID (SECOND CHANCE OFFER)

4.1 Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined. A **Second Chance Offer** will be offered to the lowest bidder if non-local and the lowest local bidder within 5% of the non-local bidder. Each bidder will be given the opportunity to resubmit a "second chance" bid price. Once the bids have been received by the Purchasing Department, a recommendation for award will be made with the new bid prices. If the local bidder does not resubmit a "second chance" bid price, declines, or is not the lowest bid price, then award will be made to the lowest overall qualified and responsive responsible bidder. If **ALL** bids made by "second chance" bidders are higher than the original low bid, then award will be made to the original low overall qualified and responsive responsible bidder.

4.2 In the event a bidder is awarded a contract pursuant to this section, all requests for change orders must be approved by the City Commission of the City of Fort Pierce.

5. CONSTRUCTION PROJECTS

5.1 OPTION 1: NON-LOCAL CONTRACTORS for construction projects that use a minimum of 60% up to 75% of the dollar value of the project for local sub-contractors and material suppliers would qualify as a "local" contractor.

5.2 OPTION 2: NON-LOCAL CONTRACTORS ~ that employs more than 30% minority employees and a minimum of 60% up to 75% local employees whose primary residence is within the boundaries of St. Lucie County, would qualify as a "local" contractor.

5.3 ***Preference for RFP (request for proposals*)** – In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, the locality rating evaluation score shall be assigned as follows:

LOCALITY RATING ~ TABLE

LOCATION	RATING
Headquartered within the City of Fort Pierce	25
Headquartered within the four counties (Martin, Okeechobee, Indian River, St. Lucie County)	20
Satellite office in four counties (Martin, Okeechobee, Indian River, St. Lucie County)	15
Office located in State of Florida	10
Office located outside of Florida	0
Proposing firms can only receive a score from one of the above categories.	

6. NOTICE

Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

7. WAIVER OF APPLICATION OF LOCAL PREFERENCE

The application of Local Preference to a particular purchase or contract for which the City of Fort Pierce is the awarding authority may be waived upon approval of the Commissioners.

8. COMPARISON OF QUALIFICATIONS

The preference established herein in no way prohibit the right of the Commissioners to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids. Further, the preferences established herein in no way prohibit the right of the City Commission from giving any further preference permitted by law instead of the preference granted herein.

9. RECIPROCITY

In the event any other Florida county or municipality ("local government") deemed appropriate by the City of Fort Pierce extends preferences to local businesses. City of Fort Pierce may enter into an interlocal agreement with such local government wherein the preferences of this section may be extended and made available to vendors that have a valid business tax receipt issued by the specific local government to do business in that local government that authorizes the vendor to provide the commodities and services to be purchased, and a physical business address located within the limits of that local government. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Vendors must also be authorized to do business in City of Fort Pierce. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as a "local business" under this section. In no event shall the amount of the preference accorded other local government firms exceed the amount of preference that such local government extends to City of Fort Pierce firms competing for its contracts.

SECTION III

INSURANCE REQUIREMENTS

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

(1) CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY OF FORT PIERCE, hereinafter called "CITY" the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR herby agrees to provide same. Until such insurance is no longer required by this Contract, CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Contract, CONTRACTOR will require all subcontractors to provide insurance coverage complying with the requirements set forth herein, and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

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

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease - Policy Limit
	$1,000,000	Disease - Each Employee

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

which would result from the attachment of the NCCI Waiver Of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

(3) General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida. CITY, the City of Fort Pierce and their respective members, 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-CITYs, Lessees, or Contractor – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

(4) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, other than those which are required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of watercraft. The insurance shall include the CITY as an additional insured. The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$1,000,000

(6) Payment Bond and Performance Bond

CONTRACTOR shall execute, deliver to the CITY, in accordance with the performance and payment bond requirement, and record in the public records of the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Contract. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the CITY.

Each bond shall be signed on behalf of the CONTRACTOR by an individual who is duly authorized to execute the bond on behalf of the CONTRACTOR. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Contract shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

(7) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR. Except as otherwise specified, no deductable or self-insured retention is permitted.

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

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

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

(9) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or

suspend this agreement.

(10) **All Insurance policies provided by the contractor shall be endorsed to provide the City with thirty (30) days notice of cancellation. Contractor shall furnish the City with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of City's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Until such insurance is no longer required by this Contract, the Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.**

(B) The CITY and CONTRACTOR waive all rights against (1) each other and any of their subcontractors, subcontractors' agents, and employees each of the other, and (2) the separate contractors if any, and any of their subcontractors, subcontractors' agents, and employees, for damages caused by fire or other causes of loss to the event covered by property insurance obtained pursuant to item (C) (Builder's Risk), or other property insurance applicable to the Work, provided such waiver does not compromise coverage under such insurance coverage. The CITY or CONTRACTOR, as appropriate, shall require separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The required Builder's Risk policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(C) In addition to the coverages required herein, the CONTRACTOR shall furnish and maintain all-risk builder's risk property insurance, satisfactory to the CITY, for the entire Work at the site to the full replacement cost of the completed project. This coverage shall name the CITY and the City of Fort Pierce as additional insureds, and must include the interests of the CONTRACTOR, subcontractors and sub-subcontractors in the Work, and must be procured from an insurer licensed to do business in the State of Florida with a Best's rating of "A+, A, or A-". The risk of loss shall remain with CONTRACTOR until the date of Final Completion. **Hard Cost of Builder's Risk insurance to be paid by CONTRACTOR and such cost is not subject to any CONTRACTOR's fee.**

PERFORMANCE AND PAYMENT BONDS

(A) **BONDS REQUIRED: If the contract amount is in excess of $50,000,** within fifteen days after receipt of the Contract, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price.

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

(1) Ratings by A.M. Best

Unless the contract amount is $500,000 or less and the surety qualifies pursuant to paragraph (3) below, the surety company or corporation shall have the following minimum ratings by The A.M. Best Company:

Contract Price			**Best's Rating Classification**	**Financial Size Category**
From:	$	00.00	No Bond	No Bond
To:	$	50,000.00	Required	Required
From:	$	50,000.01	No Minimum	No Minimum
To:	$	100,000.01	Required	Required
From:	$	100,000.01	No Minimum	No Minimum
To:	$	500,000.00	Required	Required
From:	$	500,000.01	A-or better	IV or larger
To:	$	2,500.000.00		
From:	$	2,500.000.01 Or more	A-or better	V or larger

(2) Circular 570

Unless the contract amount is $500,000 or less and the surety qualifies pursuant to paragraph (3) below, regardless of the size of the bond, in addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(3) Contract amount of $500,000 or Less

Notwithstanding the foregoing paragraphs (1) and (2), in the event the Contract price does not exceed $500,000, in accordance with Florida State Statutes, Section 287.0935, bonds with a surety company in compliance with the following requirements shall be acceptable:

(a) The surety company is licensed to do business in the State of Florida;
(b) The surety company holds a certificate of authority authorizing it to write surety bonds in Florida; The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the

invitation to bid is issued;

(c) The surety company is otherwise in compliance with the provisions of the Florida insurance Code; and

(d) The surety company holds a current valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304 to 9308.

In order to qualify as an acceptable surety company under this paragraph (3), an Affidavit for Surety Company shall be executed by an Officer of the surety bond insurer as evidence that a surety company is in compliance with the foregoing requirements.

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce/Department of Urban Redevelopment
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce/Department of Urban Redevelopment and their members, officials, officers and employees.

SECTION IV

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The purpose of this bid is to solicit bids from qualified contractors to rehabilitate the property located at**, 709 Easter Avenue, Fort Pierce, FL, 34950,** as a part of the State Housing Initiative Partnership (SHIP) Program.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Thursday, April 16, 2015**. Three (3) copies of sealed bids (one original and two copies) shall be mailed or delivered to:

Delivery Address:	**Mailing Address:**
City of Fort Pierce	**City of Fort Pierce**
Purchasing Department	**Purchasing Department**
100 North U.S. #1	**P.O. Box 1480**
Fort Pierce, FL 34950	**Fort Pierce, FL 34954-1480**

Copies of the bid documents are available electronically from the Purchasing Department by e-mail request to biddesk@city-ftpierce.com or on the web site of Demandstar.com (www.demandstar.com) and Public Purchase (www.publicpurchase.com).

Any bids received after the designated time and date listed above will be returned unopened.

3. PERMITS AND LICENSES

3.1 Contractor shall obtain, pay for, and post on site all permits and licenses necessary to complete this project.

3.2 Contractor and subcontractors must have current licenses required by the State of Florida and the City of Fort Pierce.

3.3 All materials and methods of construction related to work performed on this project must comply with all appropriate specifications, code requirements, ordinances and laws of the City of Fort Pierce, the State of Florida, and the Federal Government, and contractor will permit reasonable inspection of all work by authorized inspectors.

4. MANDATORY SITE VISIT

4.1 A **Mandatory Site-Visit** will be held from **10:00A.M., Friday, April 10, 2015, 709 Easter Avenue, Fort Pierce, FL 34950**. All interested bidders are **REQUIRED** and **MUST** sign in with Linda Whalen, Project Manager, in order for their bids to be considered. It is the responsibility of the Contractor to sign the

Mandatory Sign-In Sheet. **Anyone arriving after 10:15 A.M. will not be allowed to participate in the bid process.**

4.2 **No Contractor will be allowed on-site prior to the Mandatory Site Visit. No exceptions will be granted**.

5. INQUIRIES/QUESTIONS

5.1 All inquiries will be in a written format and addressed to the Department of Urban Redevelopment with a copy to the Purchasing Department:

TO
Linda Whalen
Director of Urban Redevelopment
City of Fort Pierce
P. O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 595-5068
Email: lwhalen@city-ftpierce.com

COPY
Gelencia Carter
Purchasing Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 467-3848
Email: biddesk@city-ftpierce.com

6. CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS

CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include; general liability, workers compensation, and automobile insurance with bid submittal. If awarded, insurance must comply with the Required Limits of Insurance and include builder's risk as indicated in Section III of the specifications.

BOND REQUIREMENTS

Performance and Payment Bonds will be required of the successful bidder in the amount of 100% of the contract amount, **if the contract amount is in excess of $50,000. Please see Section III Required Limits of Insurance, Performance and Payment Bonds.**

7. EVALUATION CRITERIA

7.1 The lowest and most responsive bid. NOTE: If Contractor currently has (2) or more projects in progress, Department of Urban Redevelopment staff has the discretion to award bid to the next lowest bidder.

7.2 Contractor must be in good standing with the City of Fort Pierce Department of Urban Redevelopment.

7.3 If the project is deemed to have historical value or is listed on the local or national register, Department of Urban Redevelopment staff will give significant consideration to contractors having previous experience with the Historical Preservation Projects.

7.4 Contractor must be able to complete work within 90 days from issuance of building permit. An extension must be approved 14 days prior to 90 days, not to exceed an additional 30 days (maximum of 120 days).

7.5 Bid packet must be **COMPLETE** and in order to be awarded a project. Please make sure all information is completed on the Bid Form. Bid will be considered incomplete if this information is not provided.

7.6 A Form for *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* has been included in the Bid Package and must be filled out by the Contractor and return with the Bid. A similar form for each subcontractor must be filled out and this form will be provided when the contract is awarded.

7.7 All bids shall remain open for sixty (60) days, not subject to revocation, and shall be subject to the City's acceptance.

8. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal.

9. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

10. REFERENCE CHECK FORM

Please provide a detailed list of reference showing your expertise and experience in providing the services requested. A minimum of three (3) references are required for this bid. Please complete the three Reference Check forms (pages 25-27) and submit with bid package. References should include project description, contact names, addresses, phone, and email.

11. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

SECTION V

STATEMENT OF WORK

1. SCOPE OF WORK

This project should be bid according to the housing rehabilitation specifications set forth below. Project bid must be all inclusive. The project consists of exterior renovations and HVAC replacement as follows:

EXTERIOR

- **Unsafe Issue/ Emergency Roof Repair:** Replace DWV under building & sewer main to street.
- **Roof:** Remove/replace 250 square foot carport roof only (Torch-down and replace rotten wood
- **Shutters:** Install panel shutters on twenty (20) openings (Storm Panels)
- **Paint exterior:** Paint exterior of house
- **Doors:** Remove and replace one (1) door (FBC approved)
- **Gutter System:** Install approximately 211 feet of aluminum gutter with splash pads and leaders.
- **HVAC:** Remove/Replace existing A/C System (Calculations required for sizing)
- **Hand Rail:** Install steel hand rail at main entrance flight of stairs.

PLEASE NOTE:

- **Shutters and roof work require separate permits**
- **The homeowner is responsible for boxing up and protecting any breakables. Owner is to supply and is also responsible for needed utilities to complete rehab.**

SECTION VI
FORM

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, _____, **(Contractor's Name)** certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

_____ **(Contractor's Name)**

City of Fort Pierce_____ **(Recipient's Name)**

_____ **(Authorized Signature)**

Date:_____

_____ **(Print Name)**

_____ **(Title)**

_____ **Division Contract Number**

_____ **(Street and Address)**

_____ **(City, State, Zip)**

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Proposer's Signature

_____

Date

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

BID RESPONSE FORM

BID ITEM	**HOUSING REHABILITATION PROJECT FOR 709 EASTER AVENUE**		
BID NUMBER	**2015-040**	**DUE DATE & TIME**	**3:00PM,Thursday, April 16, 2015**

The offerer agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL
Unsafe Issue/Emergency Repair	$
Roof	$
Shutters	$
Paint Exterior	$
Doors	$
Gutter System	$
HVAC	$
Hand Rail	$
Total	$

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor_____

Address_____

City, State, Zip Code_____

Email Address_____

Typed Name, Title,_____

Signature_____ **Date**_____

Telephone # _____ **Fax #**_____

(*Please include Remit to address if different than address stated above)

Remit To:_____

_____

Check block below for applicable minority indicator:

□ **Asian Indian**□ □ **Black** □ □ **Asian Pacific** □ **Hispanic** □

□ **Native American** □ **Small Business** □ □**Women Owned** □ **Small Disadvantage Business**□

REFERENCE CHECK FORM

Bid No: 2015-040 Title: Housing Rehabilitation Project for 709 Easter Avenue
Bidder/Respondent Name: _____
Reference Company Name: _____
Telephone Number: _____ Fax Number: _____
Contact Name: _____ Email: _____

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? From:_____ To:_____
- How would you describe the Contractor:

  Quality of Work: _____
  _____
  Dependability: _____
  _____
  Integrity of owner and employees: _____
  _____
  What areas could he/she improve upon? _____
  _____

  Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐
- On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
- Add any information/comments that might help us evaluate their ability to perform for us?
  _____
  _____
  _____
  _____

REFERENCE CHECK FORM

Bid No: 2015-040 Title: Housing Rehabilitation Project for 709 Easter Avenue
Bidder/Respondent Name: _____
Reference Company Name: _____
Telephone Number: _____ Fax Number: _____
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  _____
  Dependability: _____
  _____
  Integrity of owner and employees: _____
  _____
  What areas could he/she improve upon? _____
  _____

  Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐
- On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
- Add any information/comments that might help us evaluate their ability to perform for us?
  _____
  _____
  _____
  _____

REFERENCE CHECK FORM

Bid No: 2015-040 Title: Housing Rehabilitation Project for 709 Easter Avenue
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The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? From:_____ To:_____
- How would you describe the Contractor:

  Quality of Work: _____
  _____
  Dependability: _____
  _____
  Integrity of owner and employees: _____
  _____
  What areas could he/she improve upon? _____
  _____

  Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐
- On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
- Add any information/comments that might help us evaluate their ability to perform for us?
  _____
  _____
  _____
  _____

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	_____	_____
Is Bid Response Form completed, signed and attached?	_____	_____
Is W-9 Form completed, signed and attached?	_____	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	_____	_____
Include proof of proper licensing as stated in bid documents.	_____	_____
Include proof of proper insurance as stated in bid documents.	_____	_____
Bid envelope is marked accordingly.	_____	_____
Is Drug-Free Work Place form signed and enclosed?	_____	_____
Is Debarment form signed and enclosed?	_____	_____
Are three (3) complete bid packages included (one original and two copies)?	_____	_____
Is each Bid Addendum (when issued) signed and included?	_____	_____

PLEASE SIGN AND RETURN WITH BID _____

BID RESPONSE FORM

BID ITEM	HOUSING REHABILITATION PROJECT FOR 709 EASTER AVENUE		
BID NUMBER	2015-044	DUE DATE & TIME	3:00PM,Thursday, July 16, 2015

The offerer agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL
Roof	$ 2,000
Shutters	$ 5,000
Paint Exterior	$ 3,900
Doors	$ 800
Gutter System	$ 2,400
HVAC	$ 3,800
Hand Rail	$ 3,600
Total	$ 21,500

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor MASIMO cONSTRUCTION, iNC.

Address 16105 83 Place North

City, State, Zip Code Loxahatchee. Florida 33470

Email Address brad@masimoconstruction.com

Typed Name, Title, Brad Pollack Owner

Signature _____ **Date** 7/22/2015

Telephone # 954.701.7425 **Fax #** _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

_____

Check block below for applicable minority indicator:

☐ **Asian Indian** ☐ ☐ **Black** ☐ ☐ **Asian Pacific** ☐ **Hispanic** ☐

☐ **Native American** ☐ **Small Business** ☐ ☐ **Women Owned** ☐ **Small Disadvantage Business** ☐

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

Meeting Date: 10/05/2015

Re: Lien Reduction Request - 2110 S 33rd Street - Case 14-1815

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

SUBJECT:

Request to reduce code enforcement fines in the amount of $80,790.00 against 2110 S. 33rd Street which was previously owned by Rita J. & Roy D. Richardson, 2110 S. 33rd Street, Ft. Pierce, FL 34947 and currently owned by Feroz A. Chagani, 1989 S. US Highway 1, Ft. Pierce, FL 34950 to $6,755.40.

SUMMARY:

Mr. Chagani purchased this property through a tax deed sale. The new owners complied the violations immediately after learning of them. They have continued to improve the property.

RECOMMENDATION:

The Code Enforcement Board heard Mr. Chagani's request and recommends to the City Commission to reduce the lien to $6,755.40.

Recommendation is based on:

1. An excess funds from tax sale receipt was received on July 24, 2015 in the amount of $31,111.00. The reduced recommendation is for a percentage of the funds payment with the balance for two other liens which has already been approved.
2. Mr. Chagani has put additional money into improving this property and making it an attractive addition to the neighborhood.

ALTERNATIVES:

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

RESPONSIBLE STAFF:

Colleen Greer, Executive Secretary.

COORDINATED WITH:

Margaret Arraiz, Code Compliance Officer.

Fiscal Impact

Budgeted Y/N: 2015

Fiscal Year:

Account:

Amount: 6,755.40

OTHER INFORMATION:

$6,755.40 to the general fund.

Attachments

Req Page 1
Req. Page 2,3
Tax Card
Breakdown
Minutes

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	09/28/2015 10:17 AM

Form Started By: Collen Greer
Started On: 09/21/2015 10:01 AM
Final Approval Date: 09/28/2015

Case 14-1815

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:	8/18/2015				
Property address:	2110 S 33rd St., Ft. Pierce, FL 34950				
Owner(s) of record:	Feroz A Chagani				
Mailing address:	1989 S US Highway 1, Ft. Pierce, FL 34950				
Property tax ID #:	2417-433-0004-000-4				
Original purchase date:	6/8/2015	Original purchase price:	41,000.00		
Other Information:	☐ Inherited Property	☒ Purchased at Tax Sale	☐ Adjoining Property Owner		
Property is used for:	☒ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Feroz A Chagani	Relationship to owner(s):	Relationship to owner		
Telephone #:	772-418-1634	Mobile phone #:	407-490-5785		
E-mail:	nchagani@icloud.com	Preferred contact method:	Phone or email		
What are owner(s) intentions for property:	Click here to explain what do you plan to do with the property				
Amount of Fine:	80,790.00	Date Fine Initiated:	9/22/2014		
Are there current code violations?	☒ No	☐ Yes	Explain: (please attached notice) If yes, click to type explanation		
Is a lien filed against the property?	☐ No	☒ Yes	If yes, what is the lien amount?	80,790.00	
Is property listed for sale?	☒ No	☐ Yes	If yes, what is listing price?	Enter listing price	
Is property under contract for sale?	☒ No	☐ Yes	If yes, what is the sale price?	Enter sales price	

AMOUNT OF FINE / LIEN $ 80,790.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 74,034.60

DOLLAR AMOUNT I AGREE TO PAY $ 6,755.40

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.

Naheed Chagani
(Signature of Owner or Representative)

Naheed A Chagani
(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: 2110 S 33rd St Fort Pierce FL 34950

Property Owner: Feroz A Chagani

Mailing Address: 1989 South US1 Fort Pierce FL 34950

Telephone #: 772 418 1634 Cell Phone #: 407-490-5785

E-Mail Address: nchagani@icloud

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, Feroz A. Chagani, 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 purchased reference property in June thru Tax deed Sale for over 41,000.00, not realizing it had such a large amount of code lien. We started upgrading the property without knowing about the lien. which shows that we maintain our property well, this house now is one of the best looking house on the block. Therefore I'm requesting the city of Fort Piere or anyone overseeing this matter to work with us and waive the penalties & fines. As I mentioned we did alot to this house and in doing so we have spent over $20,000.00. We will be grateful if our request for the fines to be waived be considered. Thankyou Chagan

Date: Aug 20 2015

Signed: [signature]

Print Name: FEROZ A CHAGANI

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Feroz A. CHAGANI who acknowledged before me that the information contained herein is true and correct. He / She is not personally known to me and has produced FLDL C250241541340 as identification.

SWORN TO AND SUBSCRIBED before me this 20 day of August, 2015.

CARYN CHASE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF183148
Expires 12/14/2018

Caryn Chase

Notary Public, State of Florida

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.
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Property Owner: Feroz A Chagani

Mailing Address: 1989 South US1 Fort Pierce FL 34950

Telephone #: 772 418 1634 Cell Phone #: 407-490-5785

E-Mail Address: nchagani@icloud

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, Feroz A. Chagani, 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 purchased reference propetty in June thru Tax deed Sale for over 41,000.00, not realizing it had such a large amount of code lien. We started upgrading the propetty without knowing about the lien. which shows that we maintain our propetty well, this house now is one of the best looking house on the block. Therefore I'm requesting the city of Fort Piere or anyone overseeing this matter to work with us and Waive the penalties & fines. As I mentioned we did alot to this house and in doing So we have spent over $20,000.00. We will be gratefull if our request for the fines to be waived be considered. Thankyou Chagani

Date: Aug 20 2015

Signed: [signature]

Print Name: FEROZ A. CHAGANI

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Feroz A. CHAGANI who acknowledged before me that the information contained herein is true and correct. He / She is not personally known to me and has produced FLDLC250241541340 as identification.

SWORN TO AND SUBSCRIBED before me this 20 day of August, 2015.

CARYN CHASE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF183148
Expires 12/14/2018

Caryn Chase

Notary Public, State of Florida

Property Identification

Site Address: 2110 S 33rd ST	Parcel ID: 2417-433-0004-000-4	Account #: 131280	Sec/Town/Range: 17/35S/40E
Map ID: 24/17S	Zoning: R2	Use Type: 0100	Jurisdiction: Fort Pierce

Ownership

Feroz Chagani

1989 S US Highway 1
Fort Pierce, FL 34950

Legal Description

17 35 40 COMM AT SW COR LOT 1 BLK 1 FAIRLAWN HOMES S/D RUN S ON E R/W S 33 ST 70 FT FOR POB, TH CONT S ALG SD R/W 70 FT, TH E 150 FT, TH N 70 FT, TH W 150 FT TO POB (OR 3754-2747)

Current Values

Just/Market:	$58,300	Assessed:	$58,300
Exemptions:	$0	Taxable:	$58,300

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2015	$58,300	$58,300	$0	$58,300
2014	$53,900	$53,900	$0	$53,900
2013	$52,700	$52,700	$0	$52,700

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
06-08-2015	3754 / 2747	0111	TD	Richardson Rita J	$41,100
01-19-2001	1357 / 1758	01	QC	Richardson,Rita	$100
11-16-1995	0985 / 0284	01	QC	Heather Richardson	$100

Primary Building Information

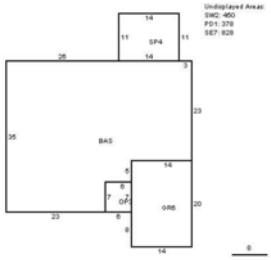
Finished Area of this building: 1,295 SF
Gross Area of this building: 3,427 SF

Exterior Data

View:	Roof Cover: Asph Shingle	Roof Structure: Gable	Building Type: HD+
Year Built: 1989	Frame:	Grade: D+	Effective Year: 1989
Primary Wall: Wood/Sheath	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 2	A/C %: 100%	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 2	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel: ELEC	Primary Floors: Carpet



Total Areas

Finished/Under Air (SF):	1,295
Gross Area (SF):	3,427
Land Size (acres):	0.24
Land Size (SF):	10,500
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
POOL ENC-AVG	1	828	1991
POOL DK-AVG	1	378	1991
RES POOL AVG	1	450	1991
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.
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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**
2110 S 33rd Street, Ft. Pierce, FL

DATE: October 5, 2015

The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 14-1815	$80,750.00	$.00	$40.00
TOTAL	$80,750.00	$.00	$40.00

CAN BE WAIVED (ALL COSTS) $80,790.00

AYE: Al Bernetti, Geraldine Murphy, John George, Mary Padrick Minton, Roderick Waller, Terry Wolters

Passed

2.

14-0327	1305 Florida Avenue	Khalil, Adal	Peggy Arraiz

Case Initiated:	February 20, 2014	Type of Presentation:	Lien Reduction

PREVIOUS OWNER: Adal Khalil 101 Monaco C Delray Beach, FL 33446	CURRENT OWNER: PEP Financial LLC (TR) 2431 Atlantic Beach Boulevard Ft. Pierce, FL 34949

Code Section(s): 5-368 (1) (4) Property Maintenance.
Code Section(s): 5-369 Vacant Building.
Code Section(s): 16-46, 16-47, 16-48 (1) (5) Outside Storage

Margaret Arraiz read the facts of the case and went over the 7 Criteria of Rule 17 of the Rules of Procedure. Staff received a notice of tax deed sale and has already received the money. Mr. Richard Woodin was sworn in and stated they were in agreement to this settlement offer and that he was appreciative of all the work the City does. Chairwoman Minton asked if there were any questions or further discussion; there being none she asked for a motion.

Motion was made by John George, seconded by Roderick Waller based on the 7 Criteria of Rule 17 to recommend to the City Commission to reduce the code enforcement lien of case no. 14-0327 in the amount of $105,290.00 assessed against Pep Financial LLC (TR) to $12,234.11.

AYE: Al Bernetti, Geraldine Murphy, John George, Mary Padrick Minton, Roderick Waller, Terry Wolters

Passed

3.

14-1815	2110 S 33rd Street	Chagani, Feroz A.	Peggy Arraiz

Case Initiated:	August 27, 2014	Type of Presentation:	Lien Reduction

OWNER: Rita J & Roy D Richardson 2110 S 33rd Street Ft. Pierce, FL 34947	OCCUPIED BY: Feroz A. Chagani 1989 S US Highway 1 Ft. Pierce, FL 34950

1. Section(s): 16-46, 16-47, 16-48 (1) (5) Nuisance - Pool Barrier

Margaret Arraiz read the facts of the case and went over the 7 Criteria of Rule 17 of the Rules of Procedure. Staff received a notice of tax deed sale and has received the money. There is another code enforcement lien that has already been heard by the Special Magistrate and a lot clearing lien. Staff has offered to settle all liens with this excess fund. It would pay off the lot clearing lien and the balance would be distributed based on the percentage of total amount due. Naheed Chagani came forward and was sworn in. She stated that she was in agreement with this settlement offer. There being no questions or discussion from the board Chairwoman Minton asked for a motion.

Motion was made by John George, seconded by Al Bernetti based on the 7 Criteria of Rule 17 to recommend to the City Commission to reduce the code enforcement lien of case no. 14-1815 in the amount of $80,790.00 assessed against Feroz A. Chagani to $6,755.40.

AYE: Al Bernetti, Geraldine Murphy, John George, Mary Padrick Minton, Roderick Waller, Terry Wolters

Passed

2.

14-0327	1305 Florida Avenue	Khalil, Adal	Peggy Arraiz

Case Initiated:	February 20, 2014	Type of Presentation:	Lien Reduction

PREVIOUS OWNER: Adal Khalil 101 Monaco C Delray Beach, FL 33446	CURRENT OWNER: PEP Financial LLC (TR) 2431 Atlantic Beach Boulevard Ft. Pierce, FL 34949

Code Section(s): 5-368 (1) (4) Property Maintenance.
Code Section(s): 5-369 Vacant Building.
Code Section(s): 16-46, 16-47, 16-48 (1) (5) Outside Storage

Margaret Arraiz read the facts of the case and went over the 7 Criteria of Rule 17 of the Rules of Procedure. Staff received a notice of tax deed sale and has already received the money. Mr. Richard Woodin was sworn in and stated they were in agreement to this settlement offer and that he was appreciative of all the work the City does. Chairwoman Minton asked if there were any questions or further discussion; there being none she asked for a motion.

Motion was made by John George, seconded by Roderick Waller based on the 7 Criteria of Rule 17 to recommend to the City Commission to reduce the code enforcement lien of case no. 14-0327 in the amount of $105,290.00 assessed against Pep Financial LLC (TR) to $12,234.11.

AYE: Al Bernetti, Geraldine Murphy, John George, Mary Padrick Minton, Roderick Waller, Terry Wolters

Passed

3.

14-1815	2110 S 33rd Street	Chagani, Feroz A.	Peggy Arraiz

Case Initiated:	August 27, 2014	Type of Presentation:	Lien Reduction

OWNER: Rita J & Roy D Richardson 2110 S 33rd Street Ft. Pierce, FL 34947	OCCUPIED BY: Feroz A. Chagani 1989 S US Highway 1 Ft. Pierce, FL 34950

1. Section(s): 16-46, 16-47, 16-48 (1) (5) Nuisance - Pool Barrier

Margaret Arraiz read the facts of the case and went over the 7 Criteria of Rule 17 of the Rules of Procedure. Staff received a notice of tax deed sale and has received the money. There is another code enforcement lien that has already been heard by the Special Magistrate and a lot clearing lien. Staff has offered to settle all liens with this excess fund. It would pay off the lot clearing lien and the balance would be distributed based on the percentage of total amount due. Naheed Chagani came forward and was sworn in. She stated that she was in agreement with this settlement offer. There being no questions or discussion from the board Chairwoman Minton asked for a motion.

Motion was made by John George, seconded by Al Bernetti based on the 7 Criteria of Rule 17 to recommend to the City Commission to reduce the code enforcement lien of case no. 14-1815 in the amount of $80,790.00 assessed against Feroz A. Chagani to $6,755.40.

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

Meeting Date: 10/05/2015

Re: Lien Reduction - Case 14-0327 - 1305 Florida Avenue

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

SUBJECT:

Request to reduce code enforcement fines in the amount of $105,290.00 against 1305 Florida Avenue which was previously owned by Adal Khalil, 101 Monaco C, Delray Beach, FL 33446 and currently owned by PEP Financial LLC (TR), 2431 Atlantic Beach Boulevard, Ft. Pierce, FL 34949 to $12,234.11.

SUMMARY:

Mr. Richard Woodin, manager of PEP Financial, LLC purchased this property through a tax deed sale. He was unaware of the lien at that time. The new owner complied the violations and put a new roof on, as well as painted the building.

RECOMMENDATION:

The Code Enforcement Board heard Mr. Woodin's request and recommends to the City Commission to reduce the lien to $12,234.11.

Recommendation is based on:

1. An excess funds from tax sale receipt was received on June 16, 2015 in the amount of $12,234.11.
2. Mr. Woodin complied the violations and made other improvements to 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: 12,234.11

OTHER INFORMATION:

$12,234.11 to the general fund.

Attachments

Request for Reduction
Tax Card
Minutes
Breakdown

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	09/28/2015 10:18 AM

Form Started By: Collen Greer
Started On: 09/21/2015 11:05 AM
Final Approval Date: 09/28/2015

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:					
Property address:	1305 Florida AVE, FA				
Owner(s) of record:	PEP Financiah, LLC as Trustee				
Mailing address:	2431 Atlantic Beach Blvd FP34949				
Property tax ID #:	2409-821-0004-000-0				
Original purchase date:	May 2015	Original purchase price:			
Other Information:	☐ Inherited Property	☑ Purchased at Tax Sale	☐ Adjoining Property Owner		
Property is used for:	☑ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Richard Woodin	Relationship to owner(s):	MANAGER		
Telephone #:	772-559-5982	Mobile phone #:			
E-mail:	richardwoodin@yahoo	Preferred contact method:			
What are owner(s) intentions for property:	"Rehab"				
Amount of Fine:		Date Fine Initiated:			

Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)	
Is a lien filed against the property?	☐ No	☑ Yes	If yes, what is the lien amount?	
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?	
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?	

AMOUNT OF FINE / LIEN $ 1.

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ _____

DOLLAR AMOUNT I AGREE TO PAY $ ~~$12,559.49~~

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)

Richard K. Woodin Mg
(Printed Name) PEP Financial, LLC

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: _____

Property Owner: PEP FINANCIAL, LLC

Mailing Address: 2431 Atlantic Beach Blvd FP 34949

Telephone #: 772 559-5982 Cell Phone #: _____

E-Mail Address: richardwaldin@yahoo.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, Richard K. Woodin, 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 humbly ask the Code Board to accept the over bid funds as full satisfaction of lien. I purchased at a tax sale at was not aware of lien. Property new Roof, painted

Date: 7-1-15

Signed: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Richard K Woodin 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 W350-751-61-125-0 as identification.

SWORN TO AND SUBSCRIBED before me this 1st day of July, 2015.

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

Colleen Greer

Notary Public, State of Florida

Property Identification

Site Address: 1305 FLORIDA AVE	Parcel ID: 2409-821-0004-000-0	Account #: 22841	Sec/Town/Range: 09/35S/40E
Map ID: 24/09S	Zoning: R3	Use Type: 0100	Jurisdiction: Fort Pierce

Ownership

PEP Financial LLC (TR)
2431 Atlantic Beach BLVD
Fort Pierce, FL 34949

Legal Description

CHASES S/D LOT 4 (OR 3740-470)

Current Values

Just/Market:	$31,100	Assessed:	$31,100
Exemptions:	$0	Taxable:	$31,100

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2015	$31,100	$31,100	$0	$31,100
2014	$31,000	$31,000	$0	$31,000
2013	$30,100	$30,100	$0	$30,100

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
04-28-2015	3740 / 0470	0111	TD	Khalil Adal	$19,100
04-24-2000	1296 / 0537	01	WD	Harbor Federal Savings Bank,	$18,000
12-10-1999	1267 / 2318	01	CT	Tucker,Melody H	$100

Primary Building Information

Finished Area of this building: 1,459 SF
Gross Area of this building: 1,899 SF

Exterior Data

View:	Roof Cover: Roll Comp	Roof Structure: Gable	Building Type: HD
Year Built: 1942	Frame:	Grade: D	Effective Year: 1977
Primary Wall: Wood/Sheath	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 3	A/C %: 0%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 2	Heated %: 0%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel:	Primary Floors: Carpet

Total Areas

Finished/Under Air (SF):	1,459
Gross Area (SF):	1,899
Land Size (acres):	0.16
Land Size (SF):	7,000
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
Driv-Concret	1	500	
UTILITY AVG	1	96	2004

This information is believed to be correct at this time but it is subject to change and is not warranted.
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AYE: Al Bernetti, Geraldine Murphy, John George, Mary Padrick Minton, Roderick Waller, Terry Wolters

Passed

2.

14-0327	1305 Florida Avenue	Khalil, Adal	Peggy Arraiz

Case Initiated:	February 20, 2014	Type of Presentation:	Lien Reduction

PREVIOUS OWNER: Adal Khalil 101 Monaco C Delray Beach, FL 33446	CURRENT OWNER: PEP Financial LLC (TR) 2431 Atlantic Beach Boulevard Ft. Pierce, FL 34949

Code Section(s): 5-368 (1) (4) Property Maintenance.
Code Section(s): 5-369 Vacant Building.
Code Section(s): 16-46, 16-47, 16-48 (1) (5) Outside Storage

Margaret Arraiz read the facts of the case and went over the 7 Criteria of Rule 17 of the Rules of Procedure. Staff received a notice of tax deed sale and has already received the money. Mr. Richard Woodin was sworn in and stated they were in agreement to this settlement offer and that he was appreciative of all the work the City does. Chairwoman Minton asked if there were any questions or further discussion; there being none she asked for a motion.

Motion was made by John George, seconded by Roderick Waller based on the 7 Criteria of Rule 17 to recommend to the City Commission to reduce the code enforcement lien of case no. 14-0327 in the amount of $105,290.00 assessed against Pep Financial LLC (TR) to $12,234.11.

AYE: Al Bernetti, Geraldine Murphy, John George, Mary Padrick Minton, Roderick Waller, Terry Wolters

Passed

3.

14-1815	2110 S 33rd Street	Chagani, Feroz A.	Peggy Arraiz

Case Initiated:	August 27, 2014	Type of Presentation:	Lien Reduction

OWNER: Rita J & Roy D Richardson 2110 S 33rd Street Ft. Pierce, FL 34947	OCCUPIED BY: Feroz A. Chagani 1989 S US Highway 1 Ft. Pierce, FL 34950

1. Section(s): 16-46, 16-47, 16-48 (1) (5) Nuisance - Pool Barrier

Margaret Arraiz read the facts of the case and went over the 7 Criteria of Rule 17 of the Rules of Procedure. Staff received a notice of tax deed sale and has received the money. There is another code enforcement lien that has already been heard by the Special Magistrate and a lot clearing lien. Staff has offered to settle all liens with this excess fund. It would pay off the lot clearing lien and the balance would be distributed based on the percentage of total amount due. Naheed Chagani came forward and was sworn in. She stated that she was in agreement with this settlement offer. There being no questions or discussion from the board Chairwoman Minton asked for a motion.

Motion was made by John George, seconded by Al Bernetti based on the 7 Criteria of Rule 17 to recommend to the City Commission to reduce the code enforcement lien of case no. 14-1815 in the amount of $80,790.00 assessed against Feroz A. Chagani to $6,755.40.

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**
1305 Florida Avenue

DATE: October 5, 2015

The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 14-0327	$105,250.00	$.00	$40.00
TOTAL	$105,250.00	$.00	$40.00

CAN BE WAIVED (ALL COSTS) $105,290.00

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

Meeting Date: 10/05/2015

Re: Lien Reduction - Case 06-2308 - 2802 S US Highway 1

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

SUBJECT:

Request to rescind code enforcement fines in the amount of $48,250.00 against 2802 S US Highway 1, which was previously owned by Amal & Thabet Hasan, 2802 S US Highway 1, Ft. Pierce, FL and currently owned by Reyad Nofal, 2802 S US Highway 1, Ft. Pierce, FL leaving a balance of $.00 due.

SUMMARY:

BACKGROUND:

The Code Enforcement Board found the previous owners in violation of the property maintenance code in 2007. The violations were corrected in January 2008, however a fine accrued to the amount of $48,250.00. Mr. Nofal bought the property in June 2008 and received a Warranty Deed. He was not aware there was a lien on the property until recently when he attempted to refinance his loan.

The title company states a Release of Lien was filed. The St. Lucie County Clerk of Court recorded an Affidavit of Compliance, not a Release of Lien, but they classified it as a Release of Lien. (Due to previous similar problems, the new Affidavit of Compliance says "THIS IS NOT A RELEASE OF LIEN".)

RECOMMENDATION:

The Code Enforcement Board heard Mr. Nofal's request and recommends to the City Commission to rescind the lien leaving a balance of $.00 due.

Recommendation is based on:

1. The violations were against the previous owner and violations were complied prior to Mr. Nofal purchasing the property.
2. Mr. Nofal received a Warranty Deed and believed it to have a clear title.
3. Mr. Nofal has kept his license(s) and business tax receipts current with no problems. He continues to make improvements to the property and he is considered an asset to the community.

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: .00
OTHER INFORMATION:
$.00 to the general fund.

Attachments

Request
Tax Card
Breakdown
Minutes

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	09/28/2015 10:13 AM

Form Started By: Collen Greer
Started On: 09/15/2015 02:48 PM
Final Approval Date: 09/28/2015

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:	8/10/15				
Property address:	2802. S. US 1				
Owner(s) of record:	Reyad Nofal				
Mailing address:	2802-S. US 1				
Property tax ID #:	2422-311-0004-000/5				
Original purchase date:		Original purchase price:			
Other Information:	☐ Inherited Property	☐ Purchased at Tax Sale	☐ Adjoining Property Owner		
Property is used for:	☐ Single Family	☐ Multi-family	☑ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Reyad Nofal	Relationship to owner(s):	Him Self.		
Telephone #:	772-465.5578	Mobile phone #:			
E-mail:	ammar1234@msn.com	Preferred contact method:	phone/email		
What are owner(s) intentions for property:	Refinance				
Amount of Fine:	48250.00	Date Fine Initiated:	7.9.2007		

Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)	
Is a lien filed against the property?	☐ No	☑ Yes	If yes, what is the lien amount?	
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?	
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?	

AMOUNT OF FINE / LIEN $48250.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 48250.00

DOLLAR AMOUNT I AGREE TO PAY $ 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)

Reyad Nofal
(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: 2802-S. US 1 HWY. 1 Ft. Pierce. FL 34982

Property Owner: Reyad Nofal

Mailing Address: 2802 S. US 1 Ft. Pierce FL 34982.

Telephone #: 772-465-5578. Cell Phone #: _____

E-Mail Address: ammar1234@msn.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, Reyad Nofal, 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 bought this property in August 2008 and I been own it since. All my occupational licenses up today. I did alot of improvmat and city permets been issued with no problems Recently I wanted to Refienance the loan. and every thing went fine till the Bank comes to me and told me the the city of Ft. Pierce Code inforcment has a lien on the property for a vaulation happen on 2006. even the vaulation been taken care of but the lien. Still There I am asking if I can. waive the Pandly Since it is not mine, and been good Residents and hard

Date: 8-13-15

Signed: _____

Print Name: Reyad Nofal

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority REYAD SALEM NOFAL 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 N140-737-72-001-0 as identification.

SWORN TO AND SUBSCRIBED before me this 13 day of August, 2015.

MARGARET M. ARRAIZ
Notary Public - State of Florida
My Comm. Expires Jun 7, 2018
Commission # FF 091947

Margaret M Arraiz

Notary Public, State of Florida

Property Identification

Site Address: 2802 S US HWY 1	Parcel ID: 2422-311-0004-000-5	Account #: 29788	Sec/Town/Range: 22/35S/40E
Map ID: 24/22S	Zoning: C3	Use Type: 2600	Jurisdiction: Fort Pierce

Ownership

Reyad S Nofal

2802 S Federal Hwy
Fort Pierce, FL 34982

Legal Description

22 35 40 FROM CENTER OF SEC RUN W 284.8 FT, TH S 544.2 FT FOR POB, TH E 300 FT, TH S 209 FT, TH W300 FT, TH N 209 FT TO POB-LESS W7 FT AS IN DBK 137-87 FOR RD R/W- (1.41 AC) (OR 2989-2870)

Current Values

Just/Market:	$531,600	Assessed:	$531,600
Exemptions:	$0	Taxable:	$531,600

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2015	$531,600	$531,600	$0	$531,600
2014	$535,100	$535,100	$0	$535,100
2013	$539,200	$539,200	$0	$539,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
06-26-2008	2989 / 2870	00	WD	Hasan,Amal	$983,000
08-22-2002	1570 / 2753	06	WD	Dak Petroleum Inc,	$650,000
12-22-1999	1271 / 1834	01	WD	Eclad Investments Inc,	$500,000

Primary Building Information

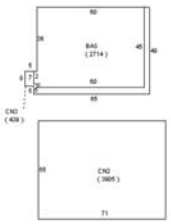
Finished Area of this building: 2,714 SF
Gross Area of this building: 7,058 SF

Exterior Data

View:	Roof Cover: Tar & Gravel	Roof Structure: Flat/Shed	Building Type: SRST
Year Built: 1984	Frame:	Grade: Y_D+	Effective Year: 1984
Primary Wall: Brk/Masonary	Story Height: 1 Story	No. Units: 2	Secondary Wall: CB Stucco

Interior Data

Bedrooms: 0	A/C %: 100%	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 100%	Heat Fuel: ELEC	Primary Floors: Tile-Ceramic



Total Areas

Finished/Under Air (SF):	2,714
Gross Area (SF):	7,058
Land Size (acres):	1.41
Land Size (SF):	61,295
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
DOUBLE LIGHT	1	2	1970
CEMENT CURB	1	614	1970
SINGLE LIGHT	1	3	1970
ASP2 LOW	1	26000	1970
CONC-SRV STA	1	650	1970
CONCRETE LOW	1	1600	1970

This information is believed to be correct at this time but it is subject to change and is not warranted.
© Copyright 2015 Saint Lucie County Property Appraiser. All rights reserved.

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**
2802 S US Highway 1, Ft. Pierce, FL

DATE: October 5, 2015

The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 06-2308	$48,250.00	$.00	$00.00
TOTAL	$48,250.00	$.00	$00.00

CAN BE WAIVED (ALL COSTS) $48,250.00

Case Initiated:	November 24, 2014	Type of Presentation:	Massey Heariang

PREVIOUS OWNER: Nationstar Mortgage LLC 340 Highland Drive Lewisville, TX 75067	CURRENT OWNER: Elliot S. Perry 145 Banyan Circle Jupiter, FL 33458-8847

Section(s): 5-368 (1) (3) (4) Property Maintenance.
Section(s): 5-369 Vacant Buildings.
Section(s): 16-46, 16-47, 16-48 (1) (5) Outside Storage.
Section(s): 22-187 (13) (b) Landscape Maintenance.

Margaret Arraiz read the facts of the case and the 3 Criteria of Rule 16 of the Rules of Procedure. She stated that at the time the case was being prepared it was not in compliance; but as of today's date it is. The fines have stopped accumulating. Mr. Perry has worked with Officer Saucedo in complying the violations. Although, he has had other issues with the City, he has made all corrections, as well as, many more improvements. Staff would accept the administrative costs or $1,000.00 as settlement.

Elliot Perry came forward and was sworn in. He stated that the entire project has cost much more than he anticipated. His initial intent was to live in the house but he is questionable about this after the treatment he claimed to receive from the City.

Motion was made by Roderick Waller, seconded by John George after reviewing the 3 criteria required by Rule 16 and after considering the facts they ordered the fines be reduced to $100.00 payable within 30 days. If not paid within this time frame the fines would revert back to the original amount and a lien would be recorded at the St. Lucie County Clerk of Court's Office.

AYE: Al Bernetti, Geraldine Murphy, John George, Mary Padrick Minton, Roderick Waller, Terry Wolters

Passed

6. PUBLIC HEARINGS - LIEN REDUCTION REQUESTS

1.

06-2308	2802 S US Hwy 1	Nofal, Reyad	Peggy Arraiz

Case Initiated:	July 12, 2006	Type of Presentation:	Lien Reduction

PREVIOUS OWNER: Amal & Thabet Hasan 2802 S. US Highway 1 Ft. Pierce, FL 34982	CURRENT OWNER: Reyad Nofal 2802 S. US Highway 1 Ft. Pierce, FL 34982

Section(s): 5-368 Property Maintenance.
Section(s): 16-46, 16-47, 16-48 (1) (5) Outside Storage.

Margaret Arraiz read the facts of the case and went over the 7 Criteria of Rule 17 of the Rules of Procedure. Mr. Reyad Nofal was sworn in for testimony. He stated that he didn't know there was a lien on the property until he tried to refinance and was denied. When he bought the property he received a clean title. After discussion between the board regarding Mr. Nofal's request, Chairwoman Minton asked for a motion.

Motion was made by Roderick Waller, seconded by John George based on the 7 Criteria of Rule 17 to waive the code enforcement lien of $48,250.00 and reduce it to $.00.

AYE: Al Bernetti, Geraldine Murphy, John George, Mary Padrick Minton, Roderick Waller, Terry Wolters

Passed

2.

14-0327	1305 Florida Avenue	Khalil, Adal	Peggy Arraiz

Case Initiated:	February 20, 2014	Type of Presentation:	Lien Reduction

PREVIOUS OWNER: Adal Khalil 101 Monaco C Delray Beach, FL 33446	CURRENT OWNER: PEP Financial LLC (TR) 2431 Atlantic Beach Boulevard Ft. Pierce, FL 34949

Code Section(s): 5-368 (1) (4) Property Maintenance.
Code Section(s): 5-369 Vacant Building.
Code Section(s): 16-46, 16-47, 16-48 (1) (5) Outside Storage

Margaret Arraiz read the facts of the case and went over the 7 Criteria of Rule 17 of the Rules of Procedure. Staff received a notice of tax deed sale and has already received the money. Mr. Richard Woodin was sworn in and stated they were in agreement to this settlement offer and that he was appreciative of all the work the City does. Chairwoman Minton asked if there were any questions or further discussion; there being none she asked for a motion.

Motion was made by John George, seconded by Roderick Waller based on the 7 Criteria of Rule 17 to recommend to the City Commission to reduce the code enforcement lien of case no. 14-0327 in the amount of $105,290.00 assessed against Pep Financial LLC (TR) to $12,234.11.

AYE: Al Bernetti, Geraldine Murphy, John George, Mary Padrick Minton, Roderick Waller, Terry Wolters

Passed

3.

14-1815	2110 S 33rd Street	Chagani, Feroz A.	Peggy Arraiz

Case Initiated:	August 27, 2014	Type of Presentation:	Lien Reduction

OWNER: Rita J & Roy D Richardson 2110 S 33rd Street Ft. Pierce, FL 34947	OCCUPIED BY: Feroz A. Chagani 1989 S US Highway 1 Ft. Pierce, FL 34950

1. Section(s): 16-46, 16-47, 16-48 (1) (5) Nuisance - Pool Barrier

Margaret Arraiz read the facts of the case and went over the 7 Criteria of Rule 17 of the Rules of Procedure. Staff received a notice of tax deed sale and has received the money. There is another code enforcement lien that has already been heard by the Special Magistrate and a lot clearing lien. Staff has offered to settle all liens with this excess fund. It would pay off the lot clearing lien and the balance would be distributed based on the percentage of total amount due. Naheed Chagani came forward and was sworn in. She stated that she was in agreement with this settlement offer. There being no questions or discussion from the board Chairwoman Minton asked for a motion.

Motion was made by John George, seconded by Al Bernetti based on the 7 Criteria of Rule 17 to recommend to the City Commission to reduce the code enforcement lien of case no. 14-1815 in the amount of $80,790.00 assessed against Feroz A. Chagani to $6,755.40.

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

Meeting Date: 10/05/2015

Re: RFP No. 2015-049 Property and Casualty Insurance Coverages

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SUBJECT:

Approve and award RFP No. 2015-049 Property and Casualty Insurances to Florida Municipal Trust (FMIT) through the Florida League of Cities, Inc., Orlando, FL.

SUMMARY:

On July 22, 2015, the City advertised a solicitation for Property and Casualty Insurances. The invitation was sent to 463 vendors. Twelve (12) vendors requested specifications with three (3) responding. Proposals were opened on September 3, 2015 and forwarded to Siver Insurance Consultants for review and evaluation. On September 14, 2015, the City Property and Casualty Insurance Evaluation Team (Director of Administration, Director of Finance, Purchasing Manager and Risk Manager) had discussions with Siver Insurance Consultants via conference call to determine which proposal to recommend to the City Commission.

RECOMMENDATION:

The Property and Casualty Evaluation Team and Siver Insurance Consultants would like to recommend the Florida Municipal Trust (FMIT) through the Florida League of Cities, Inc. for the renewal of the City's Property and Casualty Insurance Coverages at an annual premium of $1,229,513.00. This renewal premium is $114,241.00 less than FMIT 2014/2015 package premium cost. In addition the City can expect a premium refund of $52,194.00 from property premiums during the 2013/2014 policy year.

ALTERNATIVES:

Accept proposal from World Risk Management (Public Risk Management of Florida) or Brown and Brown (Preferred Governmental Insurance Trust)

RESPONSIBLE STAFF:

Tony Barnes, Director of Administrative Services, Johnna Morris, Interim Finance Director, Gelencia Carter, Purchasing Manager,
Sheritta Johnson, Risk Manager,

COORDINATED WITH:

Kathy Doak, Siver Insurance Consultants, George Erickson, Siver Insurance Consultants

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Fiscal Impact

Budgeted Y/N:	Yes
Fiscal Year:	2016
Account:	N/A
Amount:	1229513.00

OTHER INFORMATION:

Item has been budgeted for the original amount prior to the renewal.

Attachments

Recommendation from Siver

Cost Summary

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	09/16/2015 12:08 PM
Finance Department	gjohnson	09/16/2015 12:16 PM
City Manager	Robert Bradshaw	09/28/2015 10:12 AM
Form Started By: Tony Barnes		Started On: 09/15/2015 02:35 PM
Final Approval Date: 09/28/2015		

Insurance Consultants
SIVER

805 Executive Center Drive, Suite 110
St. Petersburg, Florida 33702-2525
Post Office Box 21343
St. Petersburg, Florida 33742-1343
Telephone: (727) 577-2780
Fax: (727) 579-8692

Email: kdoak@siver.com

September 14, 2015

Mr. Tony Barnes
Director of Administrative Services
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34954

Subject: Remarketing of Property and Casualty Insurance
Siver Recommendation

Dear Mr. Barnes:

At your request, Siver has reviewed the three proposals which the City of Fort Pierce (City) received in response to their Request for Proposals for Property and Casualty Insurance (RFP #2015-049). Those proposals were from Florida Municipal Insurance Trust through the Florida League of Cities, Inc. (FMIT), Preferred Governmental Insurance Trust through Brown & Brown of Florida, Inc. (PGIT) and Public Risk Management of Florida through World Risk Management (PRM).

In regards to the proposals for property and casualty insurance coverages, effective October 1, 2015, we offer the following recommendation and commentary.

SIVER RECOMMENDATION

We recommend that the City accept the proposal offered by FMIT for the renewal of the City's property and casualty package coverages, for an annual policy premium of $1,229,513. That premium is $114,241 less than FMIT's 2014/2015 package program premium.

DISCUSSION OF PROPOSALS

Attached to this letter are our proposal analysis work papers. These work papers compare the coverage terms and conditions of the renewal proposals offered by FMIT, PGIT and PRM, and include a premium/cost summary.

FMIT Proposal

FMIT has proposed basically the same coverage as the expiring package program for a total estimated cost of $1,229,513. That proposed premium is $114,241 less than the FMIT package program premium of $1,343,754.

The combined estimated annual premium for the recommended FMIT program is summarized as follows:

Coverage	Insurer	Deductible	Proposed Premium
Property, Inland Marine, Crime & Equipment Breakdown	FMIT	$25,000 except 5% Named Windstorm	$233,511
General Liability, Law Enforcement Liability, Public Officials/EPL Automobile Liability Auto Physical Damage	FMIT	None	$573,537
Workers' Compensation	FMIT	None	$422,465
		TOTAL	$1,229,513

FMIT Premium Refund

Separate from the proposed renewal premium shown above, the Florida League of Cities has mentioned in their proposal that the City can expect a premium refund of $52,194 from property premiums during the 2013/2014 policy year, but only if coverage is renewed with FMIT.

FMIT Form Changes

FMIT included a list of intended form changes with their proposal. In our opinion, one of these changes is significant. The property coverage extension, which provided limited coverage ($250,000) for property unintentionally omitted from the property schedule, has been eliminated on the new edition of the extension endorsement FMIT PROP 03.

PGIT Proposal

PGIT provided a proposal for all lines of coverage in the City's expiring FMIT package program, except Cyberliability coverage. Their premium is $1,328,003, which is $98,490 more than the FMIT renewal proposal. In our opinion, while the coverage proposed by PGIT could be a reasonable alternative to that currently provided by FMIT, the premium difference, plus the loss of the FMIT property premium refund (an additional difference of $52,194), has eliminated the PGIT program from further consideration.

Coverage advantages of the PGIT program include:

Lower Named Storm Deductible – PGIT has proposed a 3% named windstorm deductible compared to a 5% named storm deductible from FMIT.

Property Coverage for Unintentionally Unscheduled Locations – While it appears that FMIT has eliminated all property coverage for unscheduled locations, PGIT has continued their limited coverage for locations erroneously omitted.

Two Year Rate Guarantee – PGIT has offered a two year rate guarantee. The rates for the 2016/2017 policy year would be identical to the first year (2015/2016), with changes only to the City's workers' compensation experience modification and the City's exposure/rating data (property & auto schedules, payroll and number of employees).

In our opinion, the coverage advantages of the PGIT proposal do not outweigh the premium savings of the FMIT proposal.

PRM Proposal

PRM provided a proposal for all lines of coverage in the City's expiring FMIT package program. Their premium, for the same coverages as the expiring FMIT program, is $1,180,064, which appears to be $49,449 less than the FMIT renewal proposal, however; after considering the loss of the City's property premium refund ($52,194), the total cost to the City of the PRM package program would be $2,745 higher than continuing the FMIT program.

Coverage advantages of the PRM program include:

Lower Named Storm Deductible – PRM has proposed property coverage with a 3% named windstorm deductible compared to a 5% named storm deductible from FMIT.

Higher Property Coverage Sublimits – In general, the property coverage sublimits offered by PRM are significantly higher than those offered by FMIT. However, while the higher PRM sublimits are an advantage, it is our opinion the sublimits offered by FMIT are not inadequate.

In general, we do not recommend that our clients change insurers unless there is an overwhelming reason to do so, such as substantially improved coverage, a significantly lower premium or dissatisfaction with the current insurer's services. In this case, the premium proposed by PRM, for coverage similar to the expiring policy, is not significantly different than that offered by FMIT and it is our understanding that the City is not dissatisfied with the service they receive from FMIT. While there are some coverage advantages to the PRM proposal, they are not so significant that we would recommend changing insurers to obtain them.

Various Deductible Options Offered

The City's current coverage includes a $25,000 deductible for property coverage and first dollar (no deductible) coverage for liability and workers' compensation. In addition to coverage which matches the current program, the RFP requested that each insurer propose deductibles of $10,000 and $25,000 for the City's consideration.

For the purpose of our review, we utilized the City's last five years of historical loss data and estimated an average loss amount for the City's share of losses at both a $10,000 and $25,000 deductible level, to add to the deductible premium proposals. We found the following:

- FMIT proposed options with $10,000 and $25,000 deductibles for both workers' compensation and liability. However, the proposed premiums for both deductible options, when combined with our projections for the additional cost of the City paying claims within the proposed deductibles, would result in an overall higher cost to the City than the FMIT premium with no deductibles for either workers' compensation or liability.

- PRM also offered options with $10,000 and $25,000 per occurrence deductibles for both workers' compensation and liability coverage. In our opinion, were the City opting to place coverage with PRM (which we have not recommended), we would most likely be encouraging the City to strongly consider the options offered by PRM, as these deductible options do offer the City some potential for overall cost savings when compared to the PRM first dollar proposal. However, if the City were considering the PRM program, despite the potential for premium savings, we would likely still be somewhat cautious in recommending that the City switch from its current "first-dollar" program to a deductible program

because this type of change necessarily involves an increase in risk to the City and also adds a great deal of volatility to the cost of the City's casualty insurance program. It is important to note that the deductible programs quoted apply on a "per occurrence" basis. Therefore, depending upon the number of workers' compensation and liability claims the City has in a given year, the cost of paying the $10,000 or $25,000 deductible can vary greatly, and while the total cost of the City could be lower for the City, if the City had a particularly bad claim year (especially if it involved a high frequency of claims), the cost to the City could be significantly higher under the deductible options.

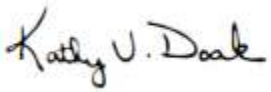
RECAP AND SUMMARY

We recommend that the City accept the proposal offered by FMIT for the renewal of the City's property and casualty package coverages, for an annual policy premium of $1,229,513.

We appreciate this opportunity to be of service to the City of Fort Pierce. If you have any questions, please let us know.

Very truly yours,

SIVER INSURANCE CONSULTANTS



Kathy V. Doak, ARM-P, AAI
Reviewed by: George W. Erickson, JD, CPCU, LLM

KVD/ms

Attachment

CITY OF FORT PIERCE
PROPOSAL COMPARISON – WORK PAPERS
RFP #2015-49

COST SUMMARY

Agent:	**World Risk Management**	**Brown & Brown**	**Florida League of Cities**
Insurer:	**Public Risk Management of Florida**	**Preferred Governmental Insurance Trust**	**Florida Municipal Insurance Trust**
Property:	$240,365	$249,711	$233,511
Inland Marine:	Included	$7,414	Included
Crime:	Included	$1,186	Included
Equipment Breakdown:	$7,949	Included	Included
Property:	**$248,314**	**$258,311**	**$233,511**
GL/EBL:	$439,734	$125,974	$70,263
Law Enforcement:	Included	$128,275	$185,500
Public Officials/EPL:	Included	$105,343	$84,494
Cyberliability	$9,688		Included
Automobile Liability:	Included	$225,732	$204,073
Auto Physical Damage:	Included	Included	$29,207
Liability:	**$449,422**	**$585,324**	**$573,537**
Workers' Compensation:	**$482,328**	**$484,368**	**$422,465**
Total Program Premium:	**$1,180,064**	**$1,328,003**	**$1,229,513**
Return of Premium:			**-$52,194** *Eligible for refund premium from 2013/2014 property premium only if coverage renewed with FMIT*
Multi Year Option:	PRM may offer a two year Rate Guarantee to its members this year.	Two year rate guarantee – Rates for 2016/2017 will be identical to the first year with changes only to NCCI Experience Modification, Changes to City Schedules, Payroll & # of Employees.	The 2nd year rates cannot be guaranteed under Trust guidelines and will be subject to the current rates at the time.

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

Meeting Date: 10/05/2015

Re: Authorization of $1.4 Million Advance to Fund FY 2016 Capital Improvement Plan

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SUBJECT:

Approval of the investment of $1.4 million from the available HUD Bond resources to fund the FY 2016 capital improvement projects presented during the budget workshop.

SUMMARY:

In an attempt to address the improvement necessities to the city's aging infrastructure, during FY 2016 budget workshops staff presented a source to fund capital improvement projects. Staff is advocating using $1.4 million of the HUD Bond debt prepayment funds to begin the capital improvements. The funds will be financed as a loan with a rate of 3% for 8 years, which will help meet the debt service requirements.

RECOMMENDATION:

Approve the investing of $1.4 million dollars from the available HUD Bond resources to fund the capital improvement projects

ALTERNATIVES:

Recommend other financing sources

RESPONSIBLE STAFF:

Finance Director & Chief Accountant

COORDINATED WITH:

City Manager & Deputy City Manager

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2016

Account:

Amount: $1.4 M

OTHER INFORMATION:

The advance monthly payments will be $16,421.40, annually 197,056.80. The cumulative amounts are principal, $1,400,000 and interest $176,454.47.

Attachments

Laon Amortization Schedule

Form Review

Inbox	Reviewed By	Date
Finance Department (Originator)		09/18/2015 11:53 AM
City Manager	Robert Bradshaw	09/28/2015 10:13 AM

Form Started By: Johnna Morris Started On: 09/18/2015 10:35 AM

Final Approval Date: 09/28/2015

Loan Amortization Schedule

	Enter values
Loan amount	$ 1,400,000.00
Annual interest rate	3.00 %
Loan period in years	8
Number of payments per year	12
Start date of loan	11/1/2015
Optional extra payments	

Lender name:

	Loan summary
Scheduled payment	$ 16,421.40
Scheduled number of payments	96
Actual number of payments	96
Total early payments	$ -
Total interest	$ 176,454.47

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	12/1/2015	$ 1,400,000.00	$ 16,421.40	$ -	$ 16,421.40	$ 12,921.40	$ 3,500.00	$ 1,387,078.60	$ 3,500.00
2	1/1/2016	$ 1,387,078.60	$ 16,421.40	$ -	$ 16,421.40	$ 12,953.70	$ 3,467.70	$ 1,374,124.90	$ 6,967.70
3	2/1/2016	$ 1,374,124.90	$ 16,421.40	$ -	$ 16,421.40	$ 12,986.09	$ 3,435.31	$ 1,361,138.81	$ 10,403.01
4	3/1/2016	$ 1,361,138.81	$ 16,421.40	$ -	$ 16,421.40	$ 13,018.55	$ 3,402.85	$ 1,348,120.25	$ 13,805.86
5	4/1/2016	$ 1,348,120.25	$ 16,421.40	$ -	$ 16,421.40	$ 13,051.10	$ 3,370.30	$ 1,335,069.15	$ 17,176.16
6	5/1/2016	$ 1,335,069.15	$ 16,421.40	$ -	$ 16,421.40	$ 13,083.73	$ 3,337.67	$ 1,321,985.43	$ 20,513.83
7	6/1/2016	$ 1,321,985.43	$ 16,421.40	$ -	$ 16,421.40	$ 13,116.44	$ 3,304.96	$ 1,308,868.99	$ 23,818.79
8	7/1/2016	$ 1,308,868.99	$ 16,421.40	$ -	$ 16,421.40	$ 13,149.23	$ 3,272.17	$ 1,295,719.76	$ 27,090.97
9	8/1/2016	$ 1,295,719.76	$ 16,421.40	$ -	$ 16,421.40	$ 13,182.10	$ 3,239.30	$ 1,282,537.66	$ 30,330.26
10	9/1/2016	$ 1,282,537.66	$ 16,421.40	$ -	$ 16,421.40	$ 13,215.06	$ 3,206.34	$ 1,269,322.60	$ 33,536.61
11	10/1/2016	$ 1,269,322.60	$ 16,421.40	$ -	$ 16,421.40	$ 13,248.09	$ 3,173.31	$ 1,256,074.51	$ 36,709.92
12	11/1/2016	$ 1,256,074.51	$ 16,421.40	$ -	$ 16,421.40	$ 13,281.21	$ 3,140.19	$ 1,242,793.29	$ 39,850.10
13	12/1/2016	$ 1,242,793.29	$ 16,421.40	$ -	$ 16,421.40	$ 13,314.42	$ 3,106.98	$ 1,229,478.88	$ 42,957.08
14	1/1/2017	$ 1,229,478.88	$ 16,421.40	$ -	$ 16,421.40	$ 13,347.70	$ 3,073.70	$ 1,216,131.17	$ 46,030.78
15	2/1/2017	$ 1,216,131.17	$ 16,421.40	$ -	$ 16,421.40	$ 13,381.07	$ 3,040.33	$ 1,202,750.10	$ 49,071.11
16	3/1/2017	$ 1,202,750.10	$ 16,421.40	$ -	$ 16,421.40	$ 13,414.53	$ 3,006.88	$ 1,189,335.57	$ 52,077.99
17	4/1/2017	$ 1,189,335.57	$ 16,421.40	$ -	$ 16,421.40	$ 13,448.06	$ 2,973.34	$ 1,175,887.51	$ 55,051.32
18	5/1/2017	$ 1,175,887.51	$ 16,421.40	$ -	$ 16,421.40	$ 13,481.68	$ 2,939.72	$ 1,162,405.83	$ 57,991.04
19	6/1/2017	$ 1,162,405.83	$ 16,421.40	$ -	$ 16,421.40	$ 13,515.39	$ 2,906.01	$ 1,148,890.44	$ 60,897.06
20	7/1/2017	$ 1,148,890.44	$ 16,421.40	$ -	$ 16,421.40	$ 13,549.17	$ 2,872.23	$ 1,135,341.27	$ 63,769.28
21	8/1/2017	$ 1,135,341.27	$ 16,421.40	$ -	$ 16,421.40	$ 13,583.05	$ 2,838.35	$ 1,121,758.22	$ 66,607.64
22	9/1/2017	$ 1,121,758.22	$ 16,421.40	$ -	$ 16,421.40	$ 13,617.01	$ 2,804.40	$ 1,108,141.22	$ 69,412.03
23	10/1/2017	$ 1,108,141.22	$ 16,421.40	$ -	$ 16,421.40	$ 13,651.05	$ 2,770.35	$ 1,094,490.17	$ 72,182.39
24	11/1/2017	$ 1,094,490.17	$ 16,421.40	$ -	$ 16,421.40	$ 13,685.18	$ 2,736.23	$ 1,080,804.99	$ 74,918.61
25	12/1/2017	$ 1,080,804.99	$ 16,421.40	$ -	$ 16,421.40	$ 13,719.39	$ 2,702.01	$ 1,067,085.61	$ 77,620.62
26	1/1/2018	$ 1,067,085.61	$ 16,421.40	$ -	$ 16,421.40	$ 13,753.69	$ 2,667.71	$ 1,053,331.92	$ 80,288.34
27	2/1/2018	$ 1,053,331.92	$ 16,421.40	$ -	$ 16,421.40	$ 13,788.07	$ 2,633.33	$ 1,039,543.85	$ 82,921.67
28	3/1/2018	$ 1,039,543.85	$ 16,421.40	$ -	$ 16,421.40	$ 13,822.54	$ 2,598.86	$ 1,025,721.31	$ 85,520.53
29	4/1/2018	$ 1,025,721.31	$ 16,421.40	$ -	$ 16,421.40	$ 13,857.10	$ 2,564.30	$ 1,011,864.21	$ 88,084.83
30	5/1/2018	$ 1,011,864.21	$ 16,421.40	$ -	$ 16,421.40	$ 13,891.74	$ 2,529.66	$ 997,972.47	$ 90,614.49
31	6/1/2018	$ 997,972.47	$ 16,421.40	$ -	$ 16,421.40	$ 13,926.47	$ 2,494.93	$ 984,046.00	$ 93,109.42
32	7/1/2018	$ 984,046.00	$ 16,421.40	$ -	$ 16,421.40	$ 13,961.29	$ 2,460.11	$ 970,084.71	$ 95,569.54
33	8/1/2018	$ 970,084.71	$ 16,421.40	$ -	$ 16,421.40	$ 13,996.19	$ 2,425.21	$ 956,088.53	$ 97,994.75

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
34	9/1/2018	$ 956,088.53	$ 16,421.40	$ -	$ 16,421.40	$ 14,031.18	$ 2,390.22	$ 942,057.35	$ 100,384.97
35	10/1/2018	$ 942,057.35	$ 16,421.40	$ -	$ 16,421.40	$ 14,066.26	$ 2,355.14	$ 927,991.09	$ 102,740.11
36	11/1/2018	$ 927,991.09	$ 16,421.40	$ -	$ 16,421.40	$ 14,101.42	$ 2,319.98	$ 913,889.67	$ 105,060.09
37	12/1/2018	$ 913,889.67	$ 16,421.40	$ -	$ 16,421.40	$ 14,136.68	$ 2,284.72	$ 899,752.99	$ 107,344.82
38	1/1/2019	$ 899,752.99	$ 16,421.40	$ -	$ 16,421.40	$ 14,172.02	$ 2,249.38	$ 885,580.97	$ 109,594.20
39	2/1/2019	$ 885,580.97	$ 16,421.40	$ -	$ 16,421.40	$ 14,207.45	$ 2,213.95	$ 871,373.52	$ 111,808.15
40	3/1/2019	$ 871,373.52	$ 16,421.40	$ -	$ 16,421.40	$ 14,242.97	$ 2,178.43	$ 857,130.56	$ 113,986.58
41	4/1/2019	$ 857,130.56	$ 16,421.40	$ -	$ 16,421.40	$ 14,278.57	$ 2,142.83	$ 842,851.98	$ 116,129.41
42	5/1/2019	$ 842,851.98	$ 16,421.40	$ -	$ 16,421.40	$ 14,314.27	$ 2,107.13	$ 828,537.71	$ 118,236.54
43	6/1/2019	$ 828,537.71	$ 16,421.40	$ -	$ 16,421.40	$ 14,350.06	$ 2,071.34	$ 814,187.65	$ 120,307.88
44	7/1/2019	$ 814,187.65	$ 16,421.40	$ -	$ 16,421.40	$ 14,385.93	$ 2,035.47	$ 799,801.72	$ 122,343.35
45	8/1/2019	$ 799,801.72	$ 16,421.40	$ -	$ 16,421.40	$ 14,421.90	$ 1,999.50	$ 785,379.83	$ 124,342.86
46	9/1/2019	$ 785,379.83	$ 16,421.40	$ -	$ 16,421.40	$ 14,457.95	$ 1,963.45	$ 770,921.88	$ 126,306.31
47	10/1/2019	$ 770,921.88	$ 16,421.40	$ -	$ 16,421.40	$ 14,494.10	$ 1,927.30	$ 756,427.78	$ 128,233.61
48	11/1/2019	$ 756,427.78	$ 16,421.40	$ -	$ 16,421.40	$ 14,530.33	$ 1,891.07	$ 741,897.45	$ 130,124.68
49	12/1/2019	$ 741,897.45	$ 16,421.40	$ -	$ 16,421.40	$ 14,566.66	$ 1,854.74	$ 727,330.79	$ 131,979.43
50	1/1/2020	$ 727,330.79	$ 16,421.40	$ -	$ 16,421.40	$ 14,603.07	$ 1,818.33	$ 712,727.72	$ 133,797.75
51	2/1/2020	$ 712,727.72	$ 16,421.40	$ -	$ 16,421.40	$ 14,639.58	$ 1,781.82	$ 698,088.14	$ 135,579.57
52	3/1/2020	$ 698,088.14	$ 16,421.40	$ -	$ 16,421.40	$ 14,676.18	$ 1,745.22	$ 683,411.96	$ 137,324.79
53	4/1/2020	$ 683,411.96	$ 16,421.40	$ -	$ 16,421.40	$ 14,712.87	$ 1,708.53	$ 668,699.08	$ 139,033.32
54	5/1/2020	$ 668,699.08	$ 16,421.40	$ -	$ 16,421.40	$ 14,749.65	$ 1,671.75	$ 653,949.43	$ 140,705.07
55	6/1/2020	$ 653,949.43	$ 16,421.40	$ -	$ 16,421.40	$ 14,786.53	$ 1,634.87	$ 639,162.90	$ 142,339.94
56	7/1/2020	$ 639,162.90	$ 16,421.40	$ -	$ 16,421.40	$ 14,823.49	$ 1,597.91	$ 624,339.41	$ 143,937.85
57	8/1/2020	$ 624,339.41	$ 16,421.40	$ -	$ 16,421.40	$ 14,860.55	$ 1,560.85	$ 609,478.86	$ 145,498.70
58	9/1/2020	$ 609,478.86	$ 16,421.40	$ -	$ 16,421.40	$ 14,897.70	$ 1,523.70	$ 594,581.16	$ 147,022.40
59	10/1/2020	$ 594,581.16	$ 16,421.40	$ -	$ 16,421.40	$ 14,934.95	$ 1,486.45	$ 579,646.21	$ 148,508.85
60	11/1/2020	$ 579,646.21	$ 16,421.40	$ -	$ 16,421.40	$ 14,972.29	$ 1,449.12	$ 564,673.92	$ 149,957.96
61	12/1/2020	$ 564,673.92	$ 16,421.40	$ -	$ 16,421.40	$ 15,009.72	$ 1,411.68	$ 549,664.21	$ 151,369.65
62	1/1/2021	$ 549,664.21	$ 16,421.40	$ -	$ 16,421.40	$ 15,047.24	$ 1,374.16	$ 534,616.97	$ 152,743.81
63	2/1/2021	$ 534,616.97	$ 16,421.40	$ -	$ 16,421.40	$ 15,084.86	$ 1,336.54	$ 519,532.11	$ 154,080.35
64	3/1/2021	$ 519,532.11	$ 16,421.40	$ -	$ 16,421.40	$ 15,122.57	$ 1,298.83	$ 504,409.54	$ 155,379.18
65	4/1/2021	$ 504,409.54	$ 16,421.40	$ -	$ 16,421.40	$ 15,160.38	$ 1,261.02	$ 489,249.16	$ 156,640.21
66	5/1/2021	$ 489,249.16	$ 16,421.40	$ -	$ 16,421.40	$ 15,198.28	$ 1,223.12	$ 474,050.88	$ 157,863.33
67	6/1/2021	$ 474,050.88	$ 16,421.40	$ -	$ 16,421.40	$ 15,236.27	$ 1,185.13	$ 458,814.61	$ 159,048.46
68	7/1/2021	$ 458,814.61	$ 16,421.40	$ -	$ 16,421.40	$ 15,274.36	$ 1,147.04	$ 443,540.24	$ 160,195.49
69	8/1/2021	$ 443,540.24	$ 16,421.40	$ -	$ 16,421.40	$ 15,312.55	$ 1,108.85	$ 428,227.69	$ 161,304.34
70	9/1/2021	$ 428,227.69	$ 16,421.40	$ -	$ 16,421.40	$ 15,350.83	$ 1,070.57	$ 412,876.86	$ 162,374.91
71	10/1/2021	$ 412,876.86	$ 16,421.40	$ -	$ 16,421.40	$ 15,389.21	$ 1,032.19	$ 397,487.65	$ 163,407.10
72	11/1/2021	$ 397,487.65	$ 16,421.40	$ -	$ 16,421.40	$ 15,427.68	$ 993.72	$ 382,059.97	$ 164,400.82
73	12/1/2021	$ 382,059.97	$ 16,421.40	$ -	$ 16,421.40	$ 15,466.25	$ 955.15	$ 366,593.72	$ 165,355.97
74	1/1/2022	$ 366,593.72	$ 16,421.40	$ -	$ 16,421.40	$ 15,504.92	$ 916.48	$ 351,088.81	$ 166,272.46
75	2/1/2022	$ 351,088.81	$ 16,421.40	$ -	$ 16,421.40	$ 15,543.68	$ 877.72	$ 335,545.13	$ 167,150.18
76	3/1/2022	$ 335,545.13	$ 16,421.40	$ -	$ 16,421.40	$ 15,582.54	$ 838.86	$ 319,962.59	$ 167,989.04
77	4/1/2022	$ 319,962.59	$ 16,421.40	$ -	$ 16,421.40	$ 15,621.49	$ 799.91	$ 304,341.10	$ 168,788.95
78	5/1/2022	$ 304,341.10	$ 16,421.40	$ -	$ 16,421.40	$ 15,660.55	$ 760.85	$ 288,680.55	$ 169,549.80
79	6/1/2022	$ 288,680.55	$ 16,421.40	$ -	$ 16,421.40	$ 15,699.70	$ 721.70	$ 272,980.85	$ 170,271.50
80	7/1/2022	$ 272,980.85	$ 16,421.40	$ -	$ 16,421.40	$ 15,738.95	$ 682.45	$ 257,241.90	$ 170,953.96

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
81	8/1/2022	$ 257,241.90	$ 16,421.40	$ -	$ 16,421.40	$ 15,778.30	$ 643.10	$ 241,463.60	$ 171,597.06
82	9/1/2022	$ 241,463.60	$ 16,421.40	$ -	$ 16,421.40	$ 15,817.74	$ 603.66	$ 225,645.86	$ 172,200.72
83	10/1/2022	$ 225,645.86	$ 16,421.40	$ -	$ 16,421.40	$ 15,857.29	$ 564.11	$ 209,788.58	$ 172,764.83
84	11/1/2022	$ 209,788.58	$ 16,421.40	$ -	$ 16,421.40	$ 15,896.93	$ 524.47	$ 193,891.65	$ 173,289.31
85	12/1/2022	$ 193,891.65	$ 16,421.40	$ -	$ 16,421.40	$ 15,936.67	$ 484.73	$ 177,954.97	$ 173,774.03
86	1/1/2023	$ 177,954.97	$ 16,421.40	$ -	$ 16,421.40	$ 15,976.51	$ 444.89	$ 161,978.46	$ 174,218.92
87	2/1/2023	$ 161,978.46	$ 16,421.40	$ -	$ 16,421.40	$ 16,016.45	$ 404.95	$ 145,962.01	$ 174,623.87
88	3/1/2023	$ 145,962.01	$ 16,421.40	$ -	$ 16,421.40	$ 16,056.50	$ 364.91	$ 129,905.51	$ 174,988.77
89	4/1/2023	$ 129,905.51	$ 16,421.40	$ -	$ 16,421.40	$ 16,096.64	$ 324.76	$ 113,808.87	$ 175,313.54
90	5/1/2023	$ 113,808.87	$ 16,421.40	$ -	$ 16,421.40	$ 16,136.88	$ 284.52	$ 97,672.00	$ 175,598.06
91	6/1/2023	$ 97,672.00	$ 16,421.40	$ -	$ 16,421.40	$ 16,177.22	$ 244.18	$ 81,494.78	$ 175,842.24
92	7/1/2023	$ 81,494.78	$ 16,421.40	$ -	$ 16,421.40	$ 16,217.66	$ 203.74	$ 65,277.11	$ 176,045.98
93	8/1/2023	$ 65,277.11	$ 16,421.40	$ -	$ 16,421.40	$ 16,258.21	$ 163.19	$ 49,018.90	$ 176,209.17
94	9/1/2023	$ 49,018.90	$ 16,421.40	$ -	$ 16,421.40	$ 16,298.85	$ 122.55	$ 32,720.05	$ 176,331.72
95	10/1/2023	$ 32,720.05	$ 16,421.40	$ -	$ 16,421.40	$ 16,339.60	$ 81.80	$ 16,380.45	$ 176,413.52
96	11/1/2023	$ 16,380.45	$ 16,421.40	$ -	$ 16,380.45	$ 16,339.50	$ 40.95	$ -	$ 176,454.47

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

Meeting Date: 10/05/2015

Re: Above Ground L.P. Tank for Robert Clark

Submitted For: Marc Meyers, Building Official, Building

SUBJECT:

Approve the request by Robert Clark for the installation of an above-ground L.P. Tank on property located at 1208 York Avenue, Fort Pierce, Florida.

SUMMARY:

Robert Clark has requested a permit to install a L.P. Tank to service a generator at 1208 York Avenue. City Commission approval is required per Section 7-20 of the City Ordinance.

RECOMMENDATION:

Approve the installation of the L.P. Tank

ALTERNATIVES:

Deny the installation of the L.P. Tank

RESPONSIBLE STAFF:

Marc Meyers, Building Official

COORDINATED WITH:

Kristie Kirstein, Senior Permit Specialist

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

A gain of $164.50 to the Building Department Fund for permit and application fees.

Attachments

1208 York Ave

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	09/28/2015 10:14 AM

Form Started By: Kristie Kirstein Started On: 09/21/2015 08:28 AM

Final Approval Date: 09/28/2015

Permit # 15-2586

FBC 2010

FILE COPY

CITY OF FORT PIERCE, FLORIDA
BUILDING DEPARTMENT
APPLICATION FOR BUILDING PERMIT

(772) 460-2200 EXT. 261 OR 276 FAX (772) 467-9836

*Property Address 1208 York Ave *Date 9/17/15 *# of plans submitted 2 *# of CD's submitted ___

Parcel ID# 2421-504-0003-000-7 (Located on your tax bill) Phone # (772) 465-7886 Fax # (772) 465-8448

Email Address Mike.Miley@amerigas.com Cell # (772) 633-0740

*Owner Name Robert Clark *Owner Address 1208 York Ave FT Pierce Fl 34982

Type of permit Propane *Valuation $ 1520.00

*Description of Work Set an aboveground Tank and run gas Line To the generator

Architect: _____ Phone(___)___-____ Fax(___)___-____

Email Address _____

Engineer: _____ Phone(___)___-____ Fax(___)___-____

Email Address _____

*CONTRACTOR/APPLICANT INFORMATION: City License # _____ State License # 02707

Company Name Amerigas Qualifier Larry Licastri

Address 3301 Oleander Ave City/State Fort Pierce Fl Zip 34982

Phone # (772) 465-7886 Fax # (772) 465-8448 Cell # (772) 633-0740

Email Address mike.miley@amerigas.com

SUBCONTRACTORS: See Subcontractor Verification Sheet. It may be Required to accompany this application

Occupancy SFR Construction Type _____ # of Units _____ # of Stories _____

Sq. Ft. Conditioned Space _____ Total Sq. Ft. _____

Is the property located in a Special Flood Hazard Area (floodplain) per the current Flood Insurance Rate Map (FIRM)

☐ Yes ☒ No

If Yes, the applicant must include certified elevation information on a FEMA NFIP Elevation Certificate.

I understand that no building may be occupied until a Certificate of Occupancy/Certificate of Completion has been issued after final inspection by the Building Department and full compliance with the building code, city and state ordinances and other applicable rules and regulations. I am also verifying that all sets of plans submitted are identical.

Signature of Applicant _____

State of Florida, County of St Lucie

Affirmed to and subscribed before me this _____ 20___ by Larry Licastri

personally known to me or who has produced _____ as identification.

Notary Signature: _____

Notary (print name) Michael Miley

Signature of Property Owner _____

State of Florida, County of _____

Affirmed to and subscribed before me this _____ by _____

personally known to me or who has produced _____ as identification.

Notary Signature: _____

Notary (print name) _____

MICHAEL MILEY
MY COMMISSION # EE217600
EXPIRES July 18, 2016
(407) 398-0153 FloridaNotaryService.com

Construction documents must accompany this application. The Florida energy code submitted becomes an integral part of this plan and must pass final inspection. "Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public record of this county, and there may be additional permits required from other governmental entities such as waste management district, state agencies, or federal agencies." SIGNATURE OF THE APPLICANT MUST BE NOTARIZED. If owner builder, applicant must sign in person. BUILDING PERMIT includes: Building, Electrical, Plumbing, Mechanical, and Sewer only. All other trades require separate permits. Owner w/ tank location & piping

*Required Information

Asbestos compliance: It is the owner's or operator's responsibility to comply with section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

OFFICE USE ONLY

FEES: *See the break Down Fee Sheet BC 75.00 Y89.25 Gr. Cd. BP 75.00 Need OT 4.50 Debris

Total Fees Due $ 79.50 RT 10.00 Gr Cd 4.25

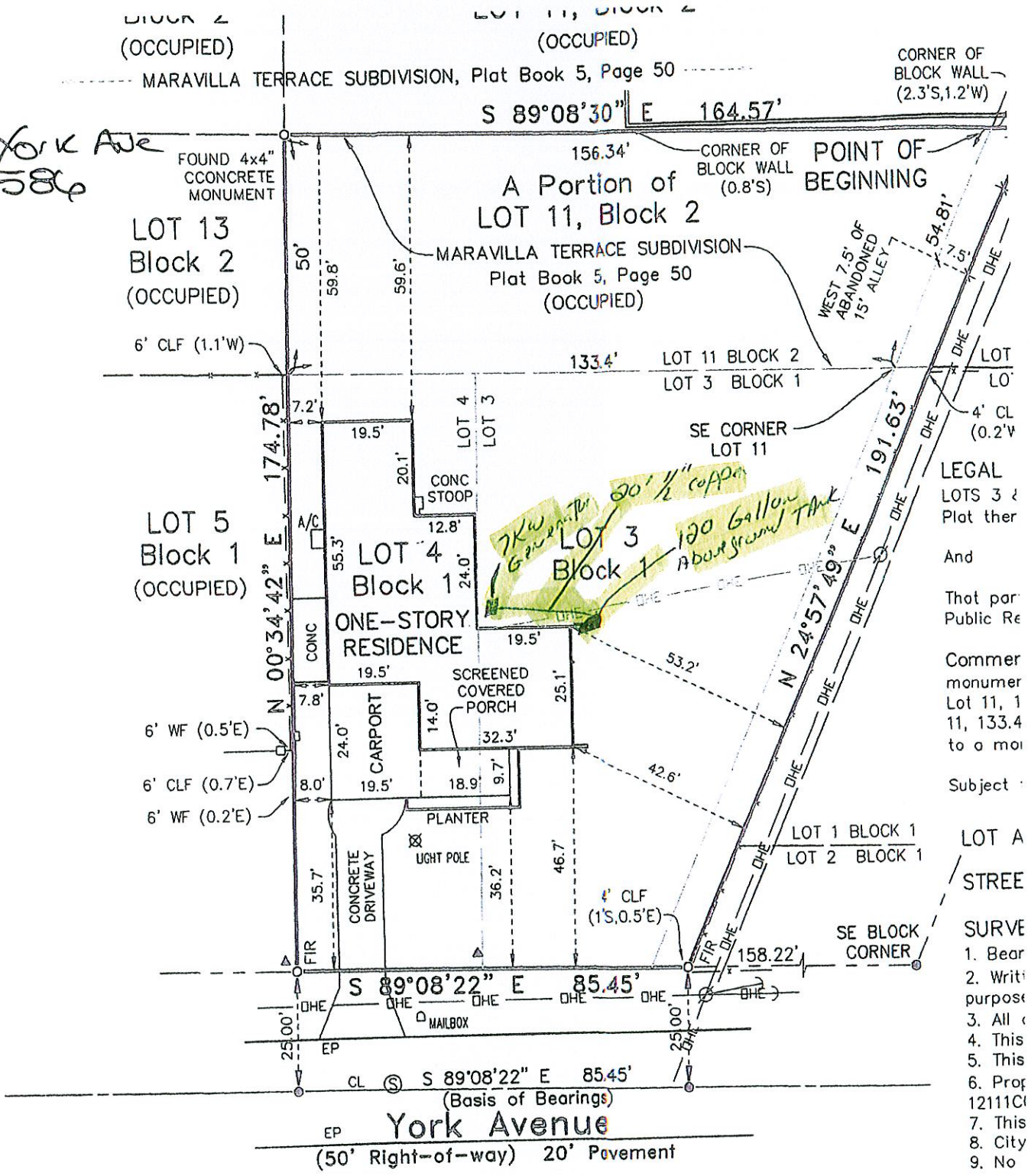
Remarks _____ Date _____ Building Official _____ Date _____

Reviewed by _____

G drive/building/forms/application PRINT-Fill!

Codes OK

1208 York Ave
15-2586



AUGUST 20, 2015
Date of Signature

WILLIAM B. BENNETT
Professional Surveyor & Mapper
Florida Certificate No. 6353
LB No. 7608

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

Meeting Date: 10/05/2015

Re: South 33rd Street Emergency Drainage Repair

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Request authorization to contract with the low proposer, Johnson-Davis, Inc., in an amount not to exceed $40,200 for emergency drainage repair work on the South 33rd Street drainage canal located between Tennessee Avenue and Virginia Avenue.

SUMMARY:

The existing sand- cement headwall has deteriorated to a point beyond repair and construction of two (2) new end pipe treatments along with pipe extension and driveway re-construction is required. Due to the urgency of this repair, staff requested proposals from three (3) contractors with Johnson-Davis, Inc. submitting the lowest price.

RECOMMENDATION:

Recommend approval.

ALTERNATIVES:

Advertise for bids.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Public Works

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	2015/16
Account:	403-4300-538-3490
Amount:	$40,200

FISCAL IMPACT:

Funding for this emergency drainage repair shall be encumbered for the SMU Revenue Account No. 4300-4300-538-3490, Contractual Services.

Attachments

Johnson-Davis Proposal

Brothers Construction Proposal

Sunshine Land Design Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	09/24/2015 12:18 PM
Purchasing	Tony Barnes	09/25/2015 11:09 AM
Finance Department	Johnna Morris	09/28/2015 10:39 AM
City Manager	Robert Bradshaw	09/29/2015 08:36 AM

Form Started By: Tracy Telle Started On: 09/16/2015 01:46 PM

Final Approval Date: 09/29/2015

JOHNSON-DAVIS INC.

"Construct with Confidence"

September 4, 2015

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

Re: 33rd Avenue Drainage Repair

Dear Tracy;

As per our numerous discussions with our field Superintendent Mr. Leonard Dennis, the following is our proposal for the drainage repair at the above reference location.

- Mobilization, set MOT, remove driveway
- Remove pipe and endwalls
- Collar to existing pipes and extend 80lf of new 42" RCP north and south
- Form and pour 3:1 mitered end sections (2 each)
- Repour concrete driveway (Extend to edge of pavement)
- Fine grade and sod disturbed areas, add fill as needed

Lump Sum $40,200

Especial Conditions:

Our proposal excludes certified asbuilts, performance bond cost, and any required permits.

Please feel free to contact Mr. Leonard Dennis at 561-718-5174 with any questions you might have.

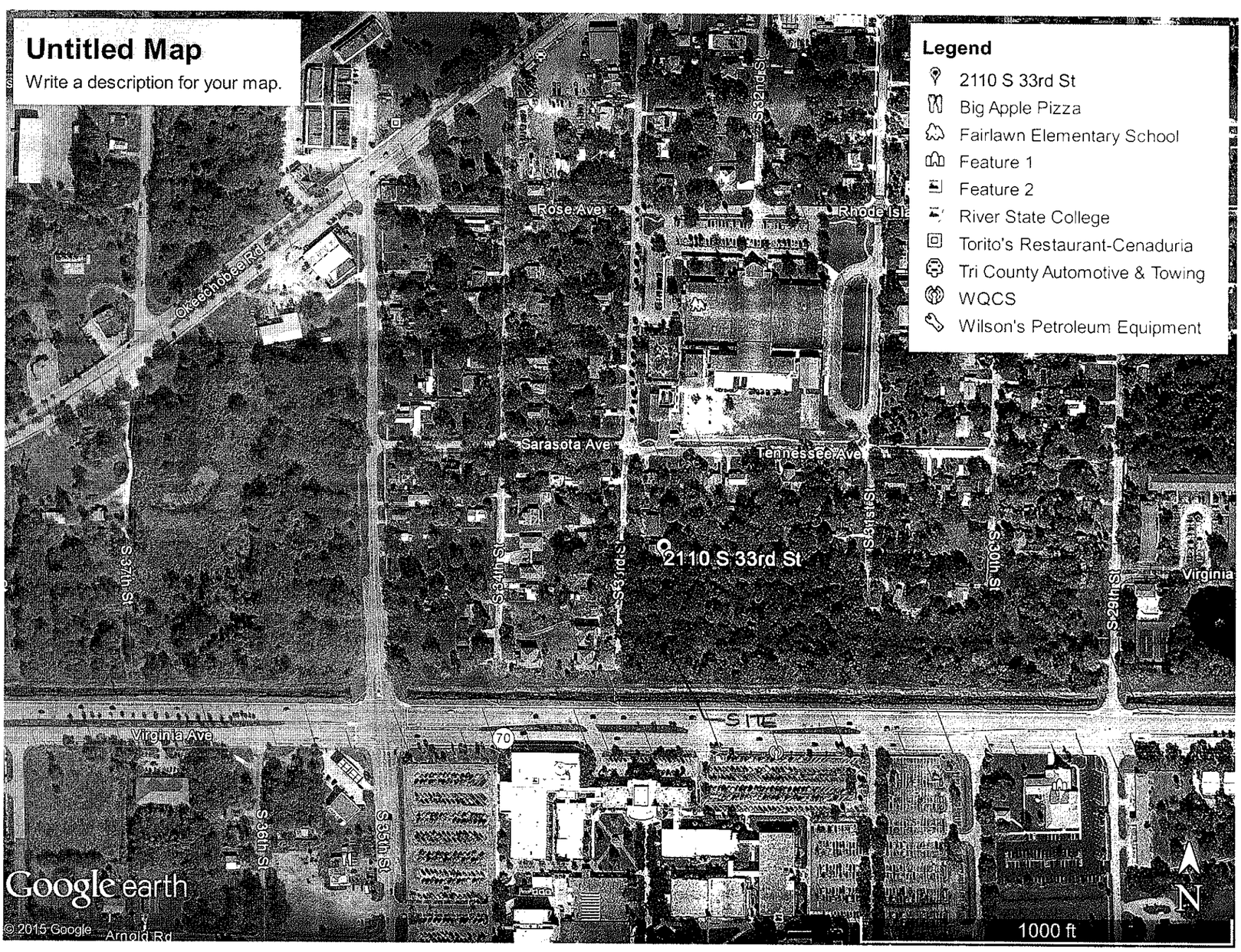
Sincerely,

Scott J. Johnson- President

BROTHERS' CONSTRUCTION, INC. S. 33rd St Culvert Replacement Scope					
1	Mobilization	1	LS	$4,000.00	$4,000.00
2	Demolishion and Disposal of existing Structures	1	LS	$7,500.00	$7,500.00
3	Repair existing 42" RCP	1	EA	$5,275.00	$5,275.00
4	42" RCP CL III	16	LF	$375.00	$6,000.00
5	42" RCP Mitered End with Apron	2	EA	$5,117.00	$10,234.00
6	42" Concrete Collars	2	EA	$2,450.00	$4,900.00
7	Embankment to fill existing ditch	300	CY	$10.00	$3,000.00
8	4" Thick 3000 PSI Concrete w/ Fiber for Driveway	36	SY	$28.00	$1,008.00
9	Sodding Bahia	200	SY	$2.50	$500.00
					$0.00
					$0.00
					$0.00
					$0.00
	TOTAL LUMP SUM		**LS**		**$42,417.00**

Clarifications and exclusions:

a. We have not including any engineering, testing, survey, as-builts, permits or permit fees.
b. We have included repairing the existing culvert at the driveway with a concrete collar.
c. We have included constructing (2) 42" Mitered ends with concrete collars.
d. We have included dewatering for construction of the 42" RCP.
e. Roadway repairs are not included.(Existing roadway is broken up and is not repairable)


Untitled Map
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Legend
2110 S 33rd St
Big Apple Pizza
Fairlawn Elementary School
Feature 1
Feature 2
River State College
Torito's Restaurant-Cenaduria
Tri County Automotive & Towing
WQCS
Wilson's Petroleum Equipment
Rose Ave
Rhode Isl
Okeechobee Rd
Sarasota Ave
Tennessee Ave
2110 S 33rd St
S 32nd St
S 33rd St
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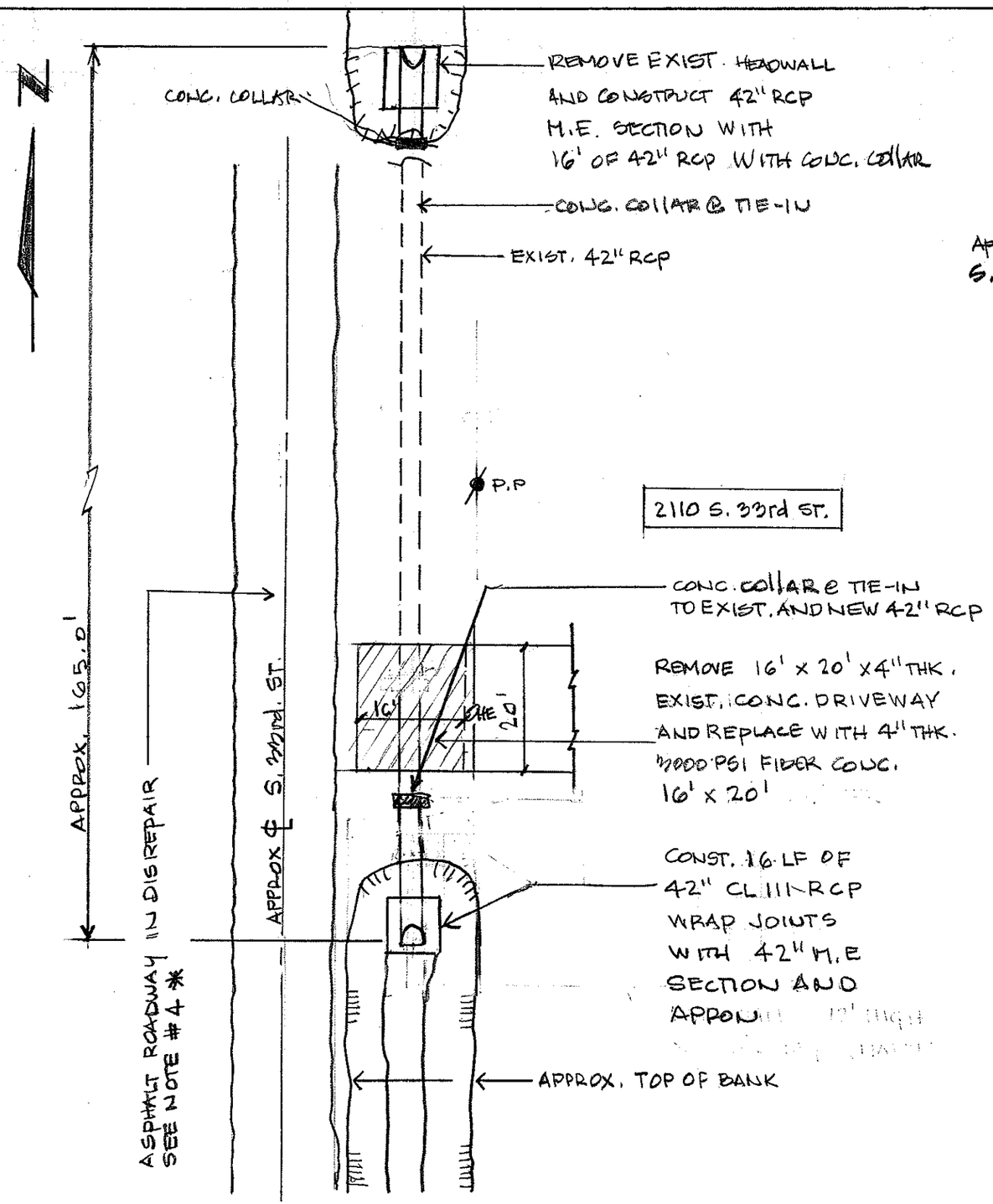
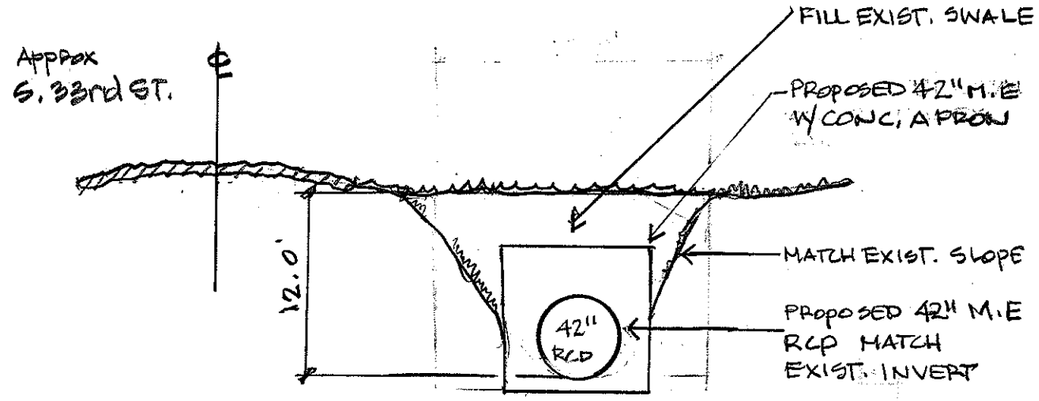




42" M.E CONFIGURATION 1"=10.0'
APPROX.

NOTES:

1. PRICE INCLUDES; MOB, 42" RCP, 42" RCP M.E WITH APRONS, BACKFILL, SOD, & (2) CONC. COLLARS TO JOIN PIPE.
2. CONC. DIAPER TO BE POURED TO CONNECT EXIST. AND PROPOSED 42" RCP.
3. ALLOWANCE OF 200 S.Y. SOD (BAHIA)

* 4. ASPHALT ROADWAY REPAIRS NOT INCLUDED.

BROTHERS CONST., INC.

DRAWN BY - BBB
DATE - 9-1-15

PARTIAL PLAN @ 2110 S. 33rd. St. 1"=20.0'

DIMENSIONS & QUANTITIES

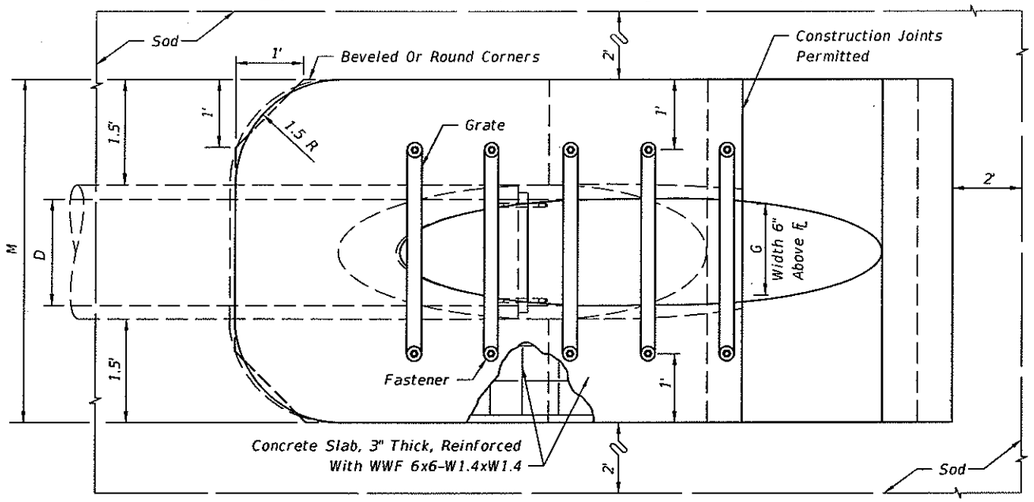
D	X	A	B	C	E	F	G	H ■	M				N	GRATE SIZES		CONCRETE (CY)				SODDING (SY)			
									Single Pipe	Double Pipe	Triple Pipe	Quad Pipe		Standard Weight Pipe	Extra Strong Pipe	Single Pipe	Double Pipe	Triple Pipe	Quad Pipe	Single Pipe	Double Pipe	Triple Pipe	Quad Pipe
15"	2'-7"	2.27'	4.09'	6.36'	4.03'	8'	1.22'	4.0'	4.63'	7.21'	9.79'	12.37'	1.19'			0.76	1.16	1.54	1.94	8	10	11	12
18"	2'-10"	2.36'	5.12'	7.48'	5.03'	9'	1.41'	4.0'	4.92'	7.75'	10.58'	13.42'	1.21'			0.85	1.28	1.71	2.17	9	10	12	13
24"	3'-5"	2.53'	7.18' △	9.71'	7.03' △	11'	1.73'	4.0'	5.50'	8.92'	12.33'	15.75'	1.25'			1.02	1.58	2.15	2.75	10	12	13	15
30"	4'-3"	2.70'	9.25'	11.95'	9.03'	13'	2.00'	4.0'	6.08'	10.33'	14.58'	18.83'	1.29'	2½"	3"	1.23	1.98	2.74	3.50	12	14	15	17
36"	5'-1"	2.87'	11.31' ◇	14.18'	11.03' ◇	15'	2.24'	4.0'	6.67'	11.75'	16.83'	21.92'	1.33'	2½"	3"	1.40	2.38	3.33	4.24	13	15	17	20
42"	6'-0"	3.05'	13.37'	16.42'	13.03'	17'	2.45'	4.0'	7.25'	13.25'	19.25'	25.25'	1.38'	2½"	3½"	1.60	2.83	4.04	5.26	14	17	19	22
48"	6'-9"	3.22'	15.43'	18.65'	15.03'	19'	2.65'	4.0'	7.83'	14.58'	21.33'	28.08'	1.42'	2½"	3½"	1.81	3.26	4.70	6.14	15	18	21	24
54"	7'-8"	3.39'	17.49'	20.88'	17.03'	21'	2.83'	4.0'	8.42'	16.08'	23.75'	31.42'	1.46'	3"	4"	2.03	3.78	5.54	7.28	17	20	23	27
60"	8'-6"	3.56'	19.55'	23.11'	19.03'	23'	3.00'	4.0'	9.00'	17.50'	26.00'	34.50'	1.50'	3"	4"	2.28	4.36	6.43	8.50	18	22	25	29

△ 6.42' △ 6.25' Dimensions permitted to allow use of 8' standard pipe lengths.

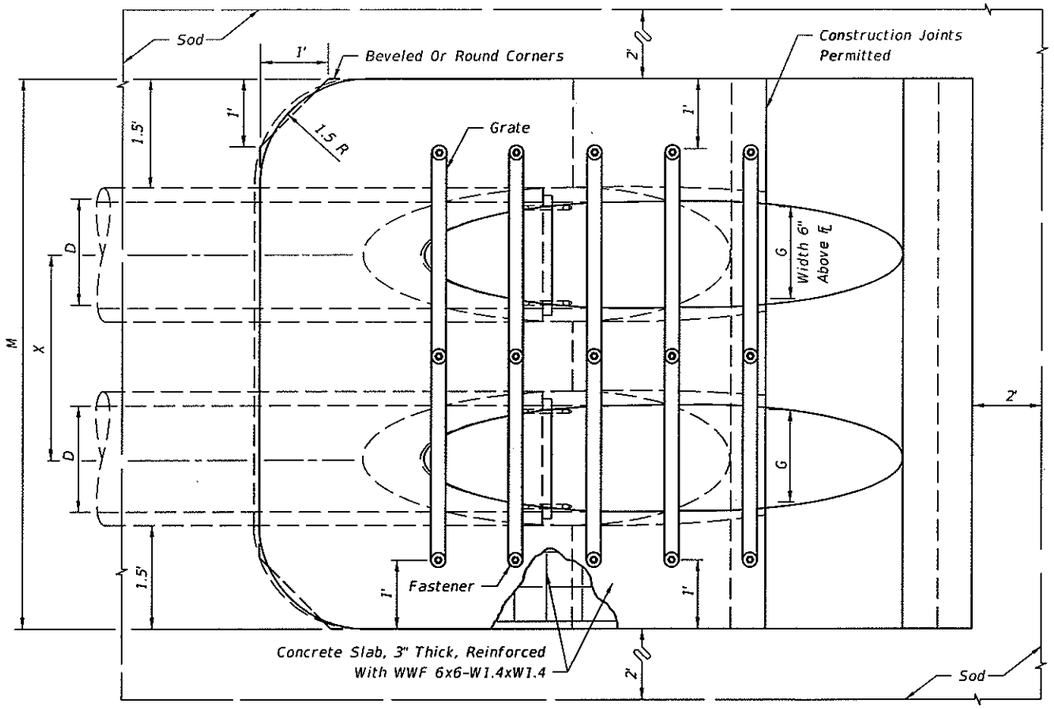
◇ 10.40' ◇10.10' Dimensions permitted to allow use of 12' standard pipe lengths.

△ ◇ Concrete slab shall be deepened to form bridge across crown of pipe. See section below.

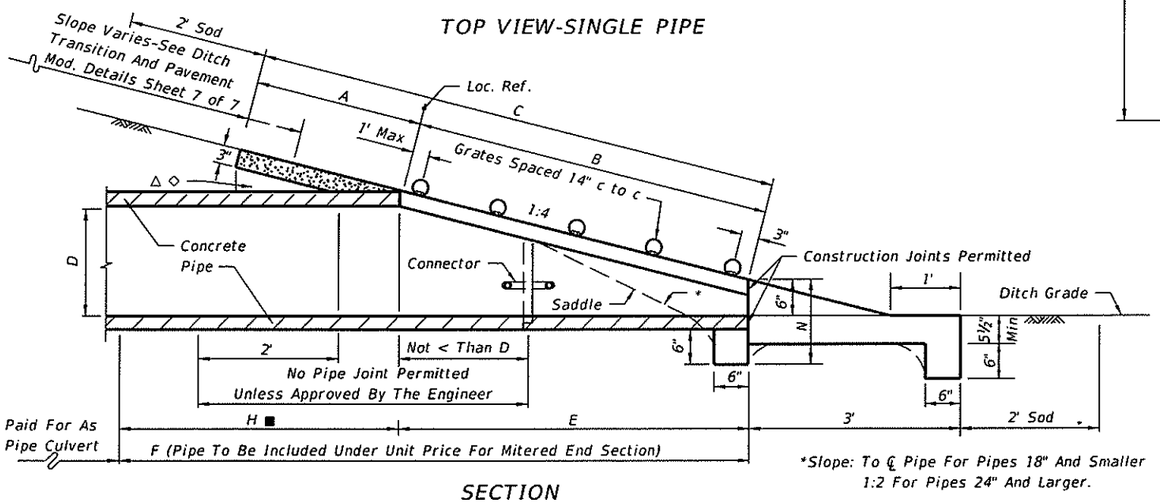
■ Values shown for estimating pipe quantities and are for information only.



TOP VIEW-SINGLE PIPE



TOP VIEW-MULTIPLE PIPE



SECTION

*Slope: To ℄ Pipe For Pipes 18" And Smaller
1:2 For Pipes 24" And Larger.

Note: See Sheets 6 and 7 for details and general notes.

SINGLE AND MULTIPLE ROUND CONCRETE PIPE

LAST REVISION	REVISION	DESCRIPTION:		INDEX NO.	SHEET NO.
07/01/02			FDOT 2014 DESIGN STANDARDS	273	1 of 7

SIDE DRAIN MITERED END SECTION

C:\d\projects\standards\roadway\00200-s\00273-01.dgn
sm970re
4:56:33 PM
6/24/2013

RE: City of Fort Pierce Emergency Drainage Repair <Watchdog: Virus checked>
Tim Taylor
to:
TTelle@City-FtPierce.Com
08/18/2015 12:33 PM
Cc:
Larry Kosakowski
Hide Details
From: Tim Taylor <TTaylor@sunshinelanddesign.com>
To: "TTelle@City-FtPierce.Com" <TTelle@City-FtPierce.Com>
Cc: Larry Kosakowski <larrykoz@sunshinelanddesign.com>
History: This message has been replied to.

Hi Tracy,
Larry forwarded this to me. We really enjoy working for you and the city. Unfortunately right now our resources are being pushed beyond the max. I hope you understand. We are currently expanding our work force, but have a little ways to go. Even our estimator at this time cannot keep up with the demand.
Thank you for your understanding and please keep us in mind for any future work.

Thank You,

Timothy Taylor
President / CEO
Sunshine Land Design, Inc., 3291 SE Lionel Terrace, Stuart, FL 34997
Phone: 772 283 2648, Fax: 772 283 8944
ttaylor@sunshinelanddesign.com

SUNSHINE
LAND DESIGN

Complete Property Maintenance, Restoration, & Construction Services

A pessimist sees the difficulty in every opportunity; an optimist sees the opportunity in every difficulty.
"Winston Churchill"

From: Larry Kosakowski
Sent: Tuesday, August 18, 2015 10:48 AM
To: Tim Taylor <TTaylor@sunshinelanddesign.com>
Subject: Fwd: City of Fort Pierce Emergency Drainage Repair <Watchdog: Virus checked>

Larry Kosakowski

Project Manager /
Resource Coordinator
Sunshine Land Design, Inc.
Cell: 772 260 2397
Office: 772 283 2648
Site Construction and Site Contracting, Specializing in Environmental, Landscape and Infrastructure Improvements, Complete Property Maintenance

-------- Original Message --------
Subject: City of Fort Pierce Emergency Drainage Repair <Watchdog: Virus checked>
From: Tracy Telle <TTelle@City-FtPierce.Com>
To: Larry Kosakowski <larrykoz@sunshinelanddesign.com>
CC: Jack Andrews <JAndrews@City-FtPierce.Com>

Larry,

I was hoping your company would be interested in providing a quote for an emergency drainage repair which would include repair of an existing driveway, 36" RCP drainage pipe (possibly 1 or 2 joints), and construction of an FDOT concrete headwall. The work should include densities, restoration, etc. The driveway will have to be repaired/replaced per City standards which requires a 12' minimum width with a 6" thickness comprised of 2,500 PSI concrete with fibermesh.

The project is located at 2110 South 33rd Street, east side of road just north of Virginia Avenue

Thank you in advance.
Tracy S. Telle
Asst. City Engineer
City of Fort Pierce
100 N. US 1
Ft. Pierce, FL 34950
772-467-3776
ttelle@city-ftpierce.com

----- Forwarded by Tracy Telle/cfp on 08/18/2015 10:30 AM -----

From:	"Tracy Telle" <ttelle@city-ftpierce.com>
To:	"Tracy Telle" <ttelle@city-ftpierce.com>
Date:	08/18/2015 07:16 AM
Subject:	Message from "RNP0026737B93F2" <Watchdog: Virus checked>

This E-mail was sent from "RNP0026737B93F2" (MP C4503).

Scan Date: 08.18.2015 07:22:07 (-0400)
Queries to: donotreply@city-ftpierce.com

*** * * * * LEGAL DISCLAIMER * * * * ***
Mail is intended for work preparation purposes only. No legal definite promise.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in

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

Meeting Date: 10/05/2015

Re: Blanket Purchase Order Approvals

Submitted For: Mike Reals, Public Works Manager, Public Works

SUBJECT:

Approval of Blanket Orders for FY 2016 to ensure efficient maintenance, service and repair of all City owned facilities, amenities and equipment.

SUMMARY:

All Public Works Divisions will purchase parts, services and materials from the vendor with the best products & prices for citywide repairs and maintenance. These vendors were chosen for their ability to deliver the needed materials and services in the most timely and cost efficient manner. Please see attached list for amounts and descriptions of the requested vendors.

RECOMMENDATION:

Approval of the requested Blanket Purchase Orders to insure efficient maintenance, service and repair of all City owned facilities, amenities and equipment.

ALTERNATIVES:

The alternative would be to issue purchase orders and/or paperless requisitions for every purchase, which would be very time consuming and will lead to inefficiencies.

RESPONSIBLE STAFF:

Public Works Division

COORDINATED WITH:

Director's Office, Fleet Maintenance, Facilities Maintenance, Parks & Grounds, Streets & Drainage, Solid Waste Divisions and Purchasing Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2016

Account: Various

Amount: $1,724,000

FISCAL IMPACT:

The requested Blanket Purchase Orders will be shared between all divisions of the Public Works Department.

Attachments

Blanket Order

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	09/25/2015 11:09 AM
Finance Department	Johnna Morris	09/28/2015 10:42 AM
City Manager	Robert Bradshaw	09/29/2015 08:53 AM

Form Started By: Mike Reals Started On: 09/24/2015 12:56 PM

Final Approval Date: 09/29/2015

VENDOR NAME	AMOUNT

FLEET MAINTENANCE - 4003

ART ATTACK $12,000.00
- Decals/All PD

AUTOZONE $18,000.00
- Miscellaneous auto parts used to repair and maintain the city's fleet.

BENNETT AUTO SUPPLY $16,000.00
- Miscellaneous auto parts used to repair and maintain the city's fleet.

BUMPERS TO BUMPERS $19,000.00
- Miscellaneous painting and auto body repair.

CARQUEST AUTO PARTS $23,000.00
- Miscellaneous auto parts used to repair and maintain the city's fleet.

CONTAINER SYSTEMS $20,000.00
- Tymco sweeper parts.

DYER CHEVROLET $20,000.00
- Miscellaneous auto parts used to repair and maintain the city's fleet.

ELPEX, INC. $50,000.00
- Local vendor, supplier of high speed Police vehicle – Good Year tires, State contract pricing.

ENVIRONMENTAL PRODUCTS OF FLORIDA $18,000.00
- Exclusive Elgin sweeper parts supplier for Florida.

GOODYEAR TIRE $18,000.00
- Local vendor, secondary supplier of high speed Police vehicle – Goodyear tires, State contract pricing.

HIGH PERFORMANCE MOWCHINES $20,000.00
- Local vendor for Dixie chopper mower parts.

LOU BACHRODT FREIGHTLINER $20,000.00
- Freightliner parts

MORGANELLI & ASSOCIATES $10,000.00
- Repair of Police Equipment.

VENDOR NAME	AMOUNT
MSC	$12,000.00

- Miscellaneous hardware

OLD DOMINION BRUSH CO	$18,000.00

- Replacement broom supplier for Elgin sweepers.

PERFORMANCE NAPA	$10,000.00

- Miscellaneous auto parts used to repair and maintain the city's fleet.

SSI LUBRICANTS	$22,000.00

- Supplies all lubricants required for the fleet. Also supplier of the oil tanks and dispensers with free maintenance.

SOUTHERN SEWER	$15,000.00

- VacCon replacement/repair parts

ST. LUCIE BATTERY AND TIRE	$40,000.00

- Miscellaneous Batteries

SUNRISE FORD	$30,000.00

- Local vendor for miscellaneous Ford auto parts and body shop service.

THOMPSON TRACTOR	$10,000.00

- Local vendor for tractor parts and service.

TOTAL TRUCK PARTS	$20,000.00

- Large truck brake parts

TRANSTAR INDUSTRIES	$20,000.00

- Supplier of transmission repair parts.

WALLACE CADILLAC	$42,000.00

- Supplier of miscellaneous original manufacturer auto parts.

FACILITIES MAINTENANCE – 4004

ORACLE ELEVATOR	$10,000.00

- Maintenance & repair of elevators City Wide

VENDOR NAME	AMOUNT

PARKS & GROUNDS – 4005

HELENA CHEMICAL $11,000.00

- Supplier of roundup for general maintenance of the parks and division for control of weeds.

STREETS & DRAINAGE- 4006

CEMEX $20,000.00

- Secondary supplier of Redi-Mix concrete and other cement related supplies

CENTRAL CONCRETE SUPERMIX $20,000.00

- Local redi mix concrete vendor with same rates as Cemex.

STEWART MINING $10,000.00

- Only DOT certified road base vendor

UNIVERSAL SIGNS $10,000.00

- Suppliers of Street Name signs, Directional signs and decals

SOLID WASTE - 4200

A-1 BALERS & COMPACT $25,000.00

- Repair of Hydraulic Cylinders

CPM WELDING $50,000.00

- Welding repair

CENTRAL POLY BAG CORP. $35,000.00

- Supplier of Central Poly Bags - Parks

DAVID'S MACHINE SHOP $10,000.00

- Quality hydraulic cylinder rebuilding, welding and fabricating.

ECONOMY CHEMICALS $10,000.00

- Cleaning supplies – Truck wash

ELPEX TIRE INC. $130,000.00

- Goodyear Tire dealer offering State Contract prices. Full service tire company — new, recap, repair.

EVERGLADE ENVIRONMENT $10,000.00

- Emergency cleanup company that handles spills of hazardous materials

VENDOR NAME	AMOUNT
FLORIDA DETROIT DIESEL • Truck repair parts	$40,000.00
FLORIDA POWERTRAIN & HYDRAULICS • Hydraulic Supplies	$10,000.00
GASPAR PAINT/BODY • Trash truck paint and body work	$50,000.00
GENERAL GMC TRUCK SALES • Truck repair parts	$10,000.00
GT SUPPLIES • Refurbishes dumpster containers	$50,000.00
HICKMAN'S BRAKE & ALIGNMENT • Local Vendor. Quality suspension repair – best warranty and service for heavy truck suspension.	$20,000.00
IHEART MEDIA • WWOL, WCZR - Advertisement's	$10,000.00
IMPACT PLASTICS • Dumpster replacement parts	$50,000.00
IRON CONTAINER • 2, 4, 6, 8 cubic yard dumpsters	$100,000.00
IRONSIDE PRESS • Advertisement – Stickers and miscellaneous printing	$15,000.00
McNEILUS TRUCK & MANUFACTURING • Aftermarket supplier of refuse truck parts at discount prices.	$20,000.00
MSC / BARNES DISTRIBUTION • Supplies parts for repair of 96gallon containers	$20,000.00
NEXTRAN TRUCK CENTER – (ORLANDO $50,000.)(SOUTH $20,000.) • Closest dealer – Mack truck OEM repair parts, service, warranty.	$70,000.00
PAINT HOUSE • Supplies for wash rack and paint for dumpsters.	$20,000.00
PALM PETERBUILT	$15,000.00

VENDOR NAME	AMOUNT

- Repair Peterbuilt trash trucks

PETERSEN INDUSTRIES $15,000.00
- OEM repair parts for Grapple Truck parts.

PORT ST. LUCIE BROADCASTERS $10,000.00
- WJNX 1330 RADIO - Advertisement's

PRAXAIR DISTRIBUTION SOUTHEAST $10,000.00
- Welding equipment and supplies.

RDK THERMOFORM $50,000.00
- Reuter can replacement parts. Sole source for handles and lids.

RGF ENVIRONMENTAL $10,000.00
- Service/maintains wash rack water oil separators

SAFETY KLEEN SYSTEMS $10,000.00
- Supplier picks up spent oil to dispose of properly

SSI LUBRICANTS $60,000.00
- OEM approved lubricants, Oil – Hydraulic & Transmission.

ST. LUCIE BATTERY & TIRE $15,000.00
- Tire dealer offering State Contract competitive prices. Full service tire company; new, recap, repair.

SUNBELT HYDRAULICS $25,000.00
- OEM replacement parts. Refuse truck manufacturer, patented parts for fleet, Tech support, warranty & parts.

TC PALM $10,000.00
- Advertising for Recycling program

TOTAL TRUCK PARTS $15,000.00
- Truck repair parts

TOTER $200,000.00
- Manufacturer of 96 gallon refuse containers, replacement parts

WFLM MIDWAY BROADCASTING $10,000.00
- Advertisement's

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

Meeting Date: 10/05/2015

Re: Christmas Tree & Marina Square Holiday Lights

Submitted For: Mike Reals, Public Works Manager, Public Works

SUBJECT:

Approval to purchase Christmas Tree and ornaments from Clark Sales Display, Inc. in the amount of $9,350.00 for the Avenue A/Indian River Drive round-a-bout and to award a contract to Let There Be Lights, Inc. to provide Holiday Lights at Marina Square in the amount of $27.000.00.

SUMMARY:

The Public Works Department is seeking approval to proceed with this installation of the Christmas tree at the Avenue A/Indian River Drive round-a-bout and the Holiday Lights at Marina Square.

RECOMMENDATION:

The Public Works Department is recommending approval for Let There Be Lights, Inc. and Clark Sales Display, Inc. to provide Holiday Decorations for the residents of the City of Fort Pierce.

ALTERNATIVES:

Do not fund.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Finance & Purchasing Departments

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2016
Account:	00160005138392
Amount:	$36,350.00

FISCAL IMPACT:

Funds are budgeted for the Holiday Decorations.

Attachments

Holiday Lights

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	09/30/2015 10:00 AM
Finance Department	Johnna Morris	09/30/2015 12:15 PM
City Manager	Robert Bradshaw	09/30/2015 04:02 PM
Form Started By: Mike Reals		Started On: 09/24/2015 01:16 PM
Final Approval Date: 09/30/2015		

CLARK SALES DISPLAY
PO BOX 1007
TAVARES FL 32778

REQUEST FOR QUOTATION
INFORMAL BID NO. 2015-004

CITY OF FORT PIERCE
PURCHASING DEPARTMENT
P. O. Box 1480
FORT PIERCE, FL 34954-1480

REMARKS
For additional information
contact Mike Reals, Public Works Manager
at (772) 467-3000 extension 3811

"AN EQUAL OPPORTUNITY EMPLOYER"

RESPONSE SUBMITTED BY:

Clark Sales Display, Inc	352-343-5899
Company Name	Phone No.
PO BOX 1007	352-343-0194
Address	Fax No.
TAVARES, FL, 32778	LEE@CLARKSCHRISTMAS.COM
City, State, Zip	Email Address

ANNUAL HOLIDAY DECORATIONS

The City of Fort Pierce desires to obtain quotations from qualified individuals, firms and legal entities relative to the lease, installation, removal, and storage of Christmas tree and decorations. The Christmas tree will be installed on Avenue A and Indian River Drive round about, Fort Pierce, FL. The initial contract period will be for one year with two-one year renewal options contingent upon satisfactory and reliability of service. The Selected Bidder shall provide all labor, materials, supervision, tools equipment, and vehicles necessary for installation and removal of displays.

SET-UP, AND TAKE DOWN - Selected Bidder will install specified and approved holiday displays at locations as directed by City of Fort Pierce Public Works staff. Decorations shall be completely installed and fully lit and functional by the December 1st of each year. Selected Bidder shall completely remove the entire displays by **January 10th** of each year.

a. The Selected Bidder will pay liquidated damages in the amount of 3% of the total contract amount for each calendar day, in the current year, in November or December that the decorations are not fully installed and functional.

Durability of Displays - All decorations must be designed, constructed and installed to withstand adverse weather conditions such as wind and rain and in all ways professional in appearance and in fact.

a. Selected Bidder will test all decorations prior to installation: add-on decorations should be ready and available. The Selected Bidder shall have an inventory of extra decorations in case one is damaged or destroyed so that it can be replaced without delay, including bulbs.

b. The Selected Bidder will be given a seventy-two (72) hour notice to repair decorations not functioning or in unsafe condition, and failure to adequately connect the deficiency(s) may result in the Selected Bidder's paying liquidated damages in the amount of 0.5% of 1% of the annual contract amount for each calendar day, in the current year, in December subsequent to the notice period.

Safety Precautions - The Selected Bidder shall erect and maintain all necessary safeguards for the protection of the Selected Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public

CLARK SALES DISPLAY
PO BOX 1191
LAWRENCEVILLE GA 30046

interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Selected Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Selected Bidder.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Selected Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Selected Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Selected Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing as soon as possible.

INSURANCE REQUIREMENTS

See Attachment "A"

PLEASE SUBMIT QUOTATION IN INK OR TYPEWRITTEN

The lease, installation, removal, and storage of holiday decorations	Annually	$	$
26' Panel Tree done in natural branch garland with base size 13' inch diameter	1	$ 6990.00	$
Led Lights, no less than 1325.	1325 or more	$	$
Miscellaneous outdoor metallic ornaments various colors, sized 4" to 9" each 4' x 4' panel with no less than 14-15 ornaments	600	$ 2360.00	$
	TOTAL	$ 9350.00	$

Additional Information:

Clark Sales Panel tree is a true 26' tall tee with a 5'star giving it an overall height of 31'. Frame work has an 8' tall inner steel screen welded at the bottom to prevent, any vandals going inside.

RETURN THIS QUOTATION NO LATER THAN **3:00PM, FRIDAY, OCTOBER 17, 2014**

TO: PROCUREMENT DEPARTMENT, P.O. BOX 1480, FORT PIERCE, FLORIDA 34954-1480 **(BY MAIL) OR HAND-DELIVER TO:** 100 NORTH U.S. #1, FORT PIERCE, FLORIDA 34950 OR **FAX TO:** (772) 467-3848. **UNDER NO CIRCUMSTANCES SHALL BIDS DELIVERED AFTER THE TIME SPECIFIED BE CONSIDERED; SUCH BIDS WILL BE RETURNED UNOPENED.**

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE LISTED ABOVE AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS LISTED.

OFFICIAL SIGNATURE: _____ Lee C Clark

Manual — Typed or Printed

DATE: 10/15/2014

CLARK SALES DISPLAY
EDUCATIONAL
DISPLAYS

ATTACHMENT "A"

INSURANCE REQUIREMENTS

The CONTRACTOR shall, at its own expense, procure and maintain, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONTRACTOR shall not occupy the premises until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to and approved by the CITY.

As evidence of compliance with the insurance required herein, CONTRACTOR shall furnish CITY with:

(a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
(b) the original of the policy(ies); or
(c) other evidence satisfactory to CITY.

Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Workers' Compensation Insurance
Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"
Part Two:	$1,000,000 Each Accident
$1,000,000	Disease-Policy Limit
$1,000,000	Disease-Each Employee

The policy must be endorsed to waive the insurer's right to subrogation against CITY and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with CITY and its officials, officers and employees scheduled thereon.

General Liability Insurance
Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

CLARK SALES DISPLAY
PO BOX 1127
FORT PIERCE FL 34954

The CITY and the CITY's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos of the CONTRACTOR. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined

The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance maintained by the CITY shall be excess of and shall not contribute with the insurance provided by the CONTRACTOR. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the CONTRACTOR shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the CITY may permit the application of a deductible or permit the CONTRACTOR to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The CONTRACTOR shall pay on behalf of the CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers and employees.

All Insurance policies provided by the contractor shall be endorsed to provide the CITY with thirty (30) days' notice of cancellation.

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

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

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
   City of Fort Pierce
   Attn: Purchasing Department
   P.O. Box 1480
   Fort Pierce, FL 34954-1480

2. **Additional Insured for General Liability**
   City of Fort Pierce and their members, officials, officers and employees

DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Contact: Gelencia Carter, (772) 467-3749	Bid No: 2015-003
Mandatory Pre-Bid Conference : N/A	Bid Title: HOLIDAY LIGHTING FOR MARINA SQUARE
Mandatory Pre-Bid Conference Location: N/A	Bid Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00PM, TUESDAY, OCTOBER 21, 2014	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Let There Be Lights, Inc. Mailing Address: 8254 Bama Lane, Unit 4 West Palm Beach, FL 33411	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name: David M Lockey
Type of Entity (Circle One): (Corporation) Partnership Proprietorship	Title: President
Incorporated in the State of: Florida Year: 2004	Delivery in _____days, ARO
Phone Number:(561) 753-3353	Payment Terms: Net 30 Days
Fax Number:(561) 790-1530	FEIN or SS Number: 200926706
E-Mail Address: dave@lettherebelightsinc.com	Local Business: __Y XN MWBE: __Y XN
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

BID RESPONSE FORM

Bid Item	HOLIDAY LIGHTING FOR MARINA SQUARE		
Bid Number	2015-003	Due Date & Time	3:00PM, Tuesday, October 21, 2014

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

Lump Sum Total $ 63,440.00 for year 1, $27,000 for year 2 & 3

The special incandescent lights that are normally used are out of stock. We are switching to LED which will be used the subsequent years which is why the cost for the second and third year is lower

PURCHASING CARD PROGRAM

(Please Check One)

- Do you accept the Purchasing Card (Visa)? ☐ Yes ☑ No
- Percentage of discount off bid price when payment is made with Visa: _____ %

Vendor Let There Be Lights, Inc.

Address 8254 Bama Lane, Unit 4

City, State, Zip Code West Palm Beach, FL 33411

Email Address dave@lettherebelightsinc.com

Typed Name, Title, David M Lockey

Signature [signature] Date 10/19/2014

Telephone # (561) 753-3353 Fax # (561) 790-1530

(*Please include remit to address if different than address stated above)

Remit To: _____

_____

Check block below for applicable minority indicator:

☐☐ Asian Indian ☐☐ Black ☐☐Asian Pacific ☐☐ Hispanic

☐ Native American ☐☐ Small Business ☐☐Women Owned ☐☐ Small Disadvantage Business

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Let There Be Lights, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
128 Black Olive Crescent

Requester's name and address (optional)

City, state, and ZIP code
Royal Palm Beach, FL 33411

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
2	0	-	0	9	2	6	7	0	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ David Lockey Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER	
ES12000509	

The SPECIALTY ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016
AS A LIMITED ENERGY SYSTEMS SPECIALIST

LOCKEY, DAVID M
LET THERE BE LIGHTS INC
128 BLACK OLIVE CRESCENT
ROYAL PALM BEACH FL 33411

ISSUED: 08/03/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408030004382

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"
8254 BAMA LN Unit 4
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0027 LANDSCAPING	LOCKEY DAVID M		B14 1577155 - 09/26/14	$33.00	B10118339

This document is valid only when receipted by the Tax Collector's Office.

B3 - 361

LET THERE BE LIGHTS INC
LET THERE BE LIGHTS INC
128 BLACK OLIVE CRES
ROYAL PALM BEACH, FL 33411-4946

STATE OF FLORIDA
PALM BEACH COUNTY
2014/2015 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200418614
EXPIRES: SEPTEMBER 30, 2015

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shirley Smith	
JOHN KIME AGENCY 12832 US HWY #1 JUNO BEACH, FL 33408	PHONE (A/C, No, Ext): 561-627-1806	FAX (A/C, No): 561-627-9847
	E-MAIL ADDRESS: johnkime@allstate.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Scottsdale Insurance Company	
INSURED Let There Be Lights, Inc. 128 Black Olive Crescent Royal Palm Beach FL 33411	INSURER B : Allstate Commercial Auto Insurance	
	INSURER C : Nautilus Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			JWWFO-N	09/27/2014	09/27/2015	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			648537090	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS			Physical Damage	comp	collision	PROPERTY DAMAGE (Per accident)	$
								$500 deductible
C	☐ UMBRELLA LIAB X OCCUR			AN008746	10/01/2014	10/01/2015	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Physical damage Cost for Hire				comp	collision	$100 comp deduct $500 collision deduct	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured:
City of Fort Pierce

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
P.O. box 1480
Fort Pierce, FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shirley Smith	
JOHN KIME AGENCY 12832 US HWY #1 JUNO BEACH, FL 33408	PHONE (A/C, No, Ext): 561-627-1806	FAX (A/C, No): 561-627-9847
	E-MAIL ADDRESS: johnkime@allstate.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Scottsdale Insurance Company	
INSURED Let There Be Lights, Inc. 128 Black Olive Crescent Royal Palm Beach FL 33411	INSURER B : Allstate Commercial Auto Insurance	
	INSURER C : Nautilus Insurance Company	
	INSURER D : Summit	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			JWWFO-N	09/27/2014	09/27/2015	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			648537090	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS			Physical Damage	comp	collision	PROPERTY DAMAGE (Per accident)	$
								$500 deductible
C	☐ UMBRELLA LIAB X OCCUR			AN008746	10/01/2014	10/01/2015	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			5368 00	10/01/2014	10/01/2015	☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? y N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Physical damage Cost for Hire				comp	collision	$100 comp deduct $500 collision deduct	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Let There Be Lights, Inc does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business=s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee=s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

10/19/2014

Date

CITY OF FORT PIERCE
Purchasing Department
100 North U.S.1, P.O. Box 1480
Fort Pierce, Florida, 34954-1480
(P) 772-467-3749 (F) 772-467-3848

REFERENCE CHECK FORM
(Please print or type)

Bid Number: 2015-003 **Title:** Design, Programming, Equipment & Installation of Holiday Lighting for Marina Square
Proposer/Respondent Name: Let There Be Lights, Inc. / David Lockey
Reference Company Name: City of Fort Pierce
Telephone #: (772) 461-4884 ext312 **Fax #:** (772) 461-8373
Contact Name: Anne Satterlee **Email:** annesat@aol.com

Reference Instructions: Submit a minimum of three (3) References – Fill out top portion only. The City will send form to the referenced company for completion after the City's receipt of form in Bid.

The above company submitted a proposal to provide janitorial services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772)467-3848.

- When did this company work for you? From:_____ To:_____
- How would you describe the Contractor:

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

- On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
- Add any information/comments that might help us evaluate their ability to perform for us?

CITY OF FORT PIERCE
Purchasing Department
100 North U.S.1, P.O. Box 1480
Fort Pierce, Florida, 34954-1480
(P) 772-467-3749 (F) 772-467-3848

REFERENCE CHECK FORM
(Please print or type)

Bid Number:2015-003 **Title: Design, Programming, Equipment & Installation of Holiday Lighting for Marina Square**
Proposer/Respondent Name: Let There Be Lights, Inc. / David Lockey
Reference Company Name: Davenport Professional Property Mangement, Inc.
Telephone #: (561) 642-5080 ext203 **Fax #:** (561) 642-5481
Contact Name: Laura Green **Email:** laura@davenportpro.net

Reference Instructions: Submit a minimum of three (3) References – Fill out top portion only. The City will send form to the referenced company for completion after the City's receipt of form in Bid.

The above company submitted a proposal to provide janitorial services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772)467-3848.

- When did this company work for you? From:_____ To:_____
- How would you describe the Contractor:

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

- On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
- Add any information/comments that might help us evaluate their ability to perform for us?

_____

_____

_____

_____

CITY OF FORT PIERCE
Purchasing Department
100 North U.S.1, P.O. Box 1480
Fort Pierce, Florida, 34954-1480
(P) 772-467-3749 (F) 772-467-3848

REFERENCE CHECK FORM
(Please print or type)

Bid Number: 2015-003 **Title:** Design, Programming, Equipment & Installation of Holiday Lighting for Marina Square
Proposer/Respondent Name: Let There Be Lights, Inc. / David Lockey
Reference Company Name: City of Fort Pierce Public Works
Telephone #: (772) 579-6884 **Fax #:** _____
Contact Name: Mike Reals **Email:** mreals@fppwd.com

Reference Instructions: Submit a minimum of three (3) References – Fill out top portion only. The City will send form to the referenced company for completion after the City's receipt of form in Bid.

The above company submitted a proposal to provide janitorial services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772)467-3848.

- When did this company work for you? From:_____ To:_____
- How would you describe the Contractor:

Quality of Work: _____

Dependability: _____

Integrity of owner and employees: _____

What areas could he/she improve upon? _____

Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐

- On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
- Add any information/comments that might help us evaluate their ability to perform for us?

_____

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	X	
Is Bid Response Form completed, signed and attached?	X	
W-9 Form completed, signed and attached?	X	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	X	
Include proof of proper licensing as stated in bid documents.	X	
Include proof of proper insurance as stated in bid documents.	X	
Bid envelope is marked accordingly.	X	
Is Drug-Free Work Place form signed and enclosed?	X	
Are three (3) complete bid packages included (one original and two copies)?	X	
Is each Bid Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH BID _____

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

Meeting Date: 10/05/2015

Re: Replacement/inventory 64 and 96 gallon Recycling Carts

Submitted For: Mike Reals, Public Works Manager, Public Works

SUBJECT:

Approve the purchase of 360 64-gallon and 360 96-gallon recycling carts from Toter, Inc. in the amount not to exceed $40,236.00

SUMMARY:

The Public Works Department seeks the procurement of 360 64-gallon and 360 96-gallon recycling carts from Toter, Inc. The 96 gallon carts will be used to implement the Multi-family Single Stream Recycling Program. Toter has provided these containers to the City of Fort Pierce for several years, and the subject model has been standardized by Solid Waste for inventory and replacement.

RECOMMENDATION:

The Public Works Department recommends contract award to Toter, Inc. of Statesville, N.C. in the amount of $40,236.00

ALTERNATIVES:

Advertise a competitive bid for this specific equipment which is anticipated to be more time consuming and costly.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2015
Account:	40242005346445
Amount:	$40,236

FISCAL IMPACT:

Funds were budgeted and are available in FY2015 budget. Amount not to exceed $40,236.00

Attachments

Recycling carts

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	09/25/2015 11:09 AM
Finance Department	Johnna Morris	09/28/2015 10:42 AM
City Manager	Robert Bradshaw	09/29/2015 09:05 AM

Form Started By: Mike Reals Started On: 09/24/2015 01:53 PM

Final Approval Date: 09/29/2015

841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734
toterpo@wastequip.com

Quote Number

WQ-10001246

Sell To:

Customer Contact	Mike Reals
Bill To Name	City of Ft Pierce
Bill To	Po Box 1480 Fort Pierce, FL 34954-1480 USA
Quote Contact Email	mreals@fppwd.com
Quote Contact Phone	(772) 467-3811

Ship To Name	City of Ft Pierce
Ship To	100 N Us Highway 1 Fort Pierce, FL 34950-4205 USA

Quote Information

Salesperson	Ken Kelly
Salesperson Email	kkelly@wastequip.com
Salesperson Phone	(704) 907-2874

Created Date	9/22/2015
Expiration Date	10/22/2015
Quote Number	WQ-10001246 Please Reference Quote Number on all Purchase Orders

841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734
toterpo@wastequip.com

Model	Product Description	Selected Option	Quantity	Sales Price	Total Price
79264	Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart	---Body Color - (705) Blue ---Lid Color - (390) Yellow ---Wheels - 10" Sunburst	360.00	$42.00	$15,120.00
Op-SN-Toter	---Toter Serial Number Hot Stamped on Front of Cart Body in White		360.00	$0.00	$0.00
Op-BHSP-Both	---Body Hot Stamp on Both Sides (Existing)		360.00	$0.00	$0.00
Op-LHSP-12	---Lid Hot Stamp Insert - Read from Street (Existing)		360.00	$0.00	$0.00
Op-LHSC-Black	---Lid Hot Stamp Color - Black		360.00	$0.00	$0.00
Op-Assembled-S-3	---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed		360.00	$0.00	$0.00
Op-WRNTY-Unprorated10	---Warranty - 10 Year Unprorated		360.00	$0.00	$0.00
Op-UHF	---Ultra High Frequency (UHF) RFID Tag		360.00	$0.00	$0.00
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (705) Blue ---Lid Color - (390) Yellow ---Wheels - 10" Sunburst	360.00	$60.85	$21,906.00
Op-SN-Toter	---Toter Serial Number Hot Stamped on Front of Cart Body in White		360.00	$0.00	$0.00
Op-BHSP-Both	---Body Hot Stamp on Both Sides (Existing)		360.00	$0.00	$0.00
Op-LHSP-12	---Lid Hot Stamp Insert - Read from Street (Existing)		360.00	$0.00	$0.00
Op-LHSC-Black	---Lid Hot Stamp Color - Black		360.00	$0.00	$0.00
Op-Assembled-S-3	---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed		360.00	$0.00	$0.00
Op-WRNTY-Unprorated10	---Warranty - 10 Year Unprorated		360.00	$0.00	$0.00
Op-UHF	---Ultra High Frequency (UHF) RFID Tag		360.00	$0.00	$0.00

Payment Terms	Net 30 Days
Shipping Terms	FOB Origin

Subtotal	$37,026.00
Shipping and Handling	$3,210.00
Tax	$0.00
Grand Total	$40,236.00

Additional Information

Additional Terms

Our quote is a good faith estimate, based on our understanding of your needs. Your order is an offer to purchase our products and services, subject to our acceptance, and in accordance with the Wastequip Terms and Conditions. The Wastequip Terms and Conditions, which are available on our website and incorporated by reference herein, constitute the entire agreement regarding the purchase of our products and services, including our limited warranties.

Our pricing is based on your anticipated order, including product specifications, quantities and timing - any differences to your order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, products and materials are subject to manufacturing and

841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734
toterpo@wastequip.com

commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this quotation may not include all applicable taxes, brokerage fees or duties.
Wastequip, Toter, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, LLC.

Additional Information	Due to extremely volatile petrochemical and steel markets, actual prices and freight are subject to change and must be confirmed before acceptance of an order. Above pricing is based on orders placed in the quantities stated above. Orders placed for other than these quantities may be subject to additional freight and cost. Unless otherwise stated, container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes. Actual volume may vary from nominal sizes. This proposal is subject to Wastequip/Toter standard terms and conditions. Quotation does not include any applicable taxes other than those specifically listed on this document.
Special Contract Information	Please Note: Pricing is based on the National IPA agreement through Toter's Contract No. 120576-01 as awarded by the City of Tucson on January 31, 2013. Per the terms of this contract, pricing is evaluated every three (3) months for price adjustments based on current market conditions. The current pricing is effective 8-1-2015 through 10-31-2015.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

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

Meeting Date: 10/05/2015

Re: Blanket Purchase Order Approvals for the Sunrise Theatre

Submitted For: John Wilkes, Executive Director, Sunrise Theatre

SUBJECT:

Approve Blanket Purchase Orders for the Sunrise Theatre in the amount not to exceed $481,950.00.

SUMMARY:

Approve Blanket Purchase Orders over $10,000 for various vendors for services to Sunrise Theatre.

RECOMMENDATION:

Recommend approval of blanket purchase orders. These are established vendors with whom the Sunrise Theatre does business with on a regular basis.

ALTERNATIVES:

Find and use other vendors who may not meet all of the requirements of the scope of work to be performed.

RESPONSIBLE STAFF:

John D. Wilkes, Executive Director of the Sunrise Theatre

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2016

Account:

Amount: 481,950

OTHER INFORMATION:

Amount budgeted in FY 2016.

Attachments

Blanket Purchase Orders

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	09/23/2015 04:33 PM

Finance Department	Johnna Morris	09/28/2015 10:41 AM
City Manager	Robert Bradshaw	09/29/2015 08:38 AM
Form Started By: Anne Satterlee		Started On: 09/21/2015 01:16 PM
Final Approval Date: 09/29/2015		

SUNRISE THEATRE BLANKET PO'S FOR 2015/2016 FY OVER $10,000

ADVERTISING

AMOUNT	VENDOR	VENDOR #	Explaination	ACCOUNT
10,000.00	FLORIDA TODAY	60994	Print Advertising for Sunrise Theatre	406-4600-575-48-10
15,000.00	GROMADZKI, ROBERT	71227	Computer & Website Design & Support	406-4600-575-48-10
40,000.00	IHEART MEDIA/CLEAR CHANNEL BROADCASTIN(	91441	Radio Advertising for Sunrise Theatre	406-4600-575-48-10
13,500.00	INDIAN RIVE MAGAZINE/travel Guide	91372	Print Advertising for Sunrise Theatre	406-4600-575-48-10
10,000.00	PALM BEACH POST	161742	Print Advertising for Sunrise Theatre	406-4600-575-48-10
144,250.00	SCRIPPS TREASURE COAST	192467	Print Advertising for Sunrise Theatre	406-4600-575-48-10
20,000.00	TREASURE AND SPACE COAST RADIO	202697	Radio Advertising for Sunrise Theatre	406-4600-575-48-10
10,000.00	VERO BEACH 32963 MEDIA, LLC	222473	Print Advertising for Sunrise Theatre	406-4600-575-48-10
30,000.00	WPTV/SCRIPPS MEDIA	232735	TV Advertising for Sunrise Theatre	406-4600-575-48-10

TECHNICAL / FACILITIES

10,000.00	SIEMENS BUILDING TECHNOLOGIES	193172	Maint. & Repair of Contol System	406-4600-575-34-90
21,600.00	GRIMES HEATING/THREE BROTHERS	71095	A/C Maintenance Contract & Repairs	406-4600-575-34-90
14,500.00	KING ENTERPRISES	111444	Backline Equipment Rental	406-4600-575-44-13

CATERING / BAR /OTHER

26,600.00	RAD PRODUCTIONS	182216	Bar Management & Supplies	406-4600-575-34-90
17,000.00	CHOISE TICKETING	71229	Computer Ticket Program	406-4600-575-34-90
88,000.00	AMY'S CAKES & CATERING	10439	Catering for Shows	406-4600-575-40-43
11,500.00	SOUTHERN WINE & SPIRITS OF	192435	Packaged Goods for Bar	406-4600-575-49-32

481,950.00

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

Meeting Date: 10/05/2015

Re: Blanket Purchase Orders over $10,000 FY 2015-2016

Submitted For: Lucille Posa, Indian Hills Golf Course Manager, Indian Hills Golf Course

SUBJECT:

Approve Blanket Purchase Orders to Vendors for products and services in the amount not to exceed $357,572.00.

SUMMARY:

To provide funds for day to day operations.

RECOMMENDATION:

Approve request.

ALTERNATIVES:

Issue individual purchase orders for each and every activity.

RESPONSIBLE STAFF:

Lucille R. Posa, Golf Course Operations Manager.
Barry Lezark, Golf Course Superintendent

COORDINATED WITH:

Tony Barnes, Director of Administrative Services

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2016
Account:	Various
Amount:	$357,572.00

OTHER INFORMATION:

List of Vendors and necessary dollar amounts is attached.

Attachments

Blanket PO 2016

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	09/23/2015 04:33 PM
Finance Department	Johnna Morris	09/28/2015 10:39 AM
City Manager	Robert Bradshaw	09/29/2015 08:37 AM
Form Started By: Lucille Posa		Started On: 09/21/2015 12:27 PM

Final Approval Date: 09/29/2015

INDIAN HILLS GOLF COURSE
FY 2016
BLANKET P.O. LIST OVER $10,000.00

Acushnet Company – Titleist	Fairhaven, MA.	
Gloves and golf balls for resale in the Golf Shop.		**$ 20,000.00**
Coca Cola Beverages Florida	Atlanta, GA.	
Beverages for resale at the Golf Course		**$ 12,000.00**
Florida Superior Sand, Inc.	Lighthouse Point, FL.	
Sand for use on the Golf Course – best price.		**$ 20,000.00**
Hector Turf	Deerfield Beach, FL.	
Maintenance equipment parts and service – local vendor/best prices		**$ 10,000.00**
Helena Chemical Company	Ft. Pierce, FL.	
Fertilizer and chemicals needed for Golf Course – local vendor/best prices		**$150,000.00**
Legacy Turf Group	Jupiter, FL	**$ 15,000.00**
Liquid fertilizer and turf supplies. Single source vendor.		
Palmdale Oil Company	Ft. Pierce, FL.	
Gas and oil for Golf Course Equipment and Golf Cars – local vendor		**$ 45,000.00**
Showturf, Inc.	Riviera Beach, FL.	
Repair and parts for John Deere equipment – local vendor/best prices		**$ 10,000.00**
Sysco Corporation	Riviera Beach, FL.	
Food for resale at the Golf Course – local vendor/best prices		**$ 25,000.00**
Unifirst	Ft. Pierce, FL	
Contractual uniform service – local vendor/best prices		**$ 10,000.00**
Yamaha Golf Car Company	Newman, GA.	
Annual golf car lease		**$ 40,572.00**
		$ 357,572.00

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

Meeting Date: 10/05/2015

Re: Comprehensive Plan Map Amendment - S. Indian River Drive

SUBJECT:

Ordinance 15-050 approving a Comprehensive Plan Map Amendment from OP, Office Professional to CBD, Central Business District for properties located on S Indian River Drive. SECOND READING

SUMMARY:

Comprehensive Plan Map Amendment from OP, Office Professional to CBD, Central Business District for properties located at 401, 411, 426, 500, 507, 509, 515 S Indian River Drive

RECOMMENDATION:

Approval

ALTERNATIVES:

Approve with conditions; Deny

RESPONSIBLE STAFF:

Clarissa Davis, Planner

COORDINATED WITH:

Rebecca Grohall, AICP, Planning Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

n/a

Attachments

15-050

Staff Report

Application

Property Record Cards

Warranty Deeds

Survey

Statement of Need
Capacity Analysis
Drainage Analysis
Environmental Statement
Historical Report
Traffic Statement
Existing Land Use Map
Proposed Land Use Map

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	09/15/2015 03:40 PM

Form Started By: Clarissa Davis
Started On: 09/11/2015 01:48 PM
Final Approval Date: 09/22/2015

ORDINANCE NO. 15-050

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING THE FUTURE LAND USE MAP** OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF PROPERTIES GENERALLY LOCATED ON **SOUTH INDIAN RIVER DRIVE**, FROM OP, OFFICE PROFESSIONAL TO CBD, CENTRAL BUSINESS DISTRICT; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. L-136, as subsequently amended; and

WHEREAS, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to Section 163.3187, Florida Statutes; and

WHEREAS, the Fort Pierce City Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Comprehensive Plan and submitted its recommendations thereon to the City Commission; and

WHEREAS, two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

SECTION 2. The Comprehensive Plan of the City of Fort Pierce is hereby amended as depicted in Exhibit “B”:

From and after the effective date hereof, the following properties legally described as:

a) 401 South Indian River Drive, Parcel ID 2410-808-0017-000-7
Legal Description: ANDREWS AND RICHARDS S/D BLK D LOTS 1 AND 2 WITH RIP RTS-LESS RD R/W- AND 4 FT STRIP W OF AND ADJ TO W LI OF LOT AS DESC IN OR 92-520(MAP 24/10G) (OR 3546-2306)

b) 411 South Indian River Drive, Parcel ID 2410-808-0019-000-1
Legal Description: ANDREWS AND RICHARDS S/D BLK D LOT 3 (MAP 24/10G) (OR 1814-1626)

c) 426 South Indian River Drive, Parcel ID 2410-808-0020-010-4
Legal Description: ANDREWS AND RICHARDS S/D BLK D THAT PART OF LOT 4 LYG E OF IND RIV DR (MAP 24/10G) (OR 3438-32, 34)

d) 500 South Indian River Drive, Parcel ID 2410-809-0001-000-5
Legal Description: LOWRY`S S/D BLK E LOT 1 (MAP 24/10H)(OR 3714-2415)

e) 507 South Indian River Drive, Parcel ID 2410-809-0002-000-2
Legal Description: LOWRY`S S/D BLK E LOTS 2 AND 3 (MAP 24/10H)(OR 3714-2415)

f) 509 South Indian River Drive, Parcel ID 2410-809-0004-000-6
Legal Description: LOWRY`S S/D BLK E LOT 4-LESS THAT PART DESC IN DBK 164-329- (MAP 24/10H) (OR 3714-2415)

g) 515 South Indian River Drive, Parcel ID 2410-810-0001-000-9
Legal Description: ANDREWS AND RICHARDS S/D THAT PARTOF LOT 1 LYG E OF S 2 ST AND BEG ON E LI OF S 2 ST 8 FT S OF N LIOF LOT 2, RUN NELY 95.7 FT TO SD N LI, TH W ALG SD N LI TO E LI OFS 2 ST, TH S TO POB (MAP 24/10H) (1) (OR 3669-906)

shall be and the Future Land Use Designation is hereby changed from OP, Office Professional shown in Exhibit “A”, to CBD, Central Business District; said properties being generally located on South Indian River Drive in Fort Pierce, Florida.

SECTION 3. Conflicts. All ordinances or parts of ordinances, resolution or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

SECTION 4. Effective Date. This Ordinance is and the same shall become effective immediately upon final passage hereof, or as otherwise provide for by law.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Robert V. Schwerer, Esq.
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)SS

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 15-050 was duly advertised by title only in the St. Lucie News Tribune on September 11, 2015; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September

21, 2015; and was duly introduced, read by title only, and passed on second and final reading on October 5, 2015 , by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 5th day of October, 2015.

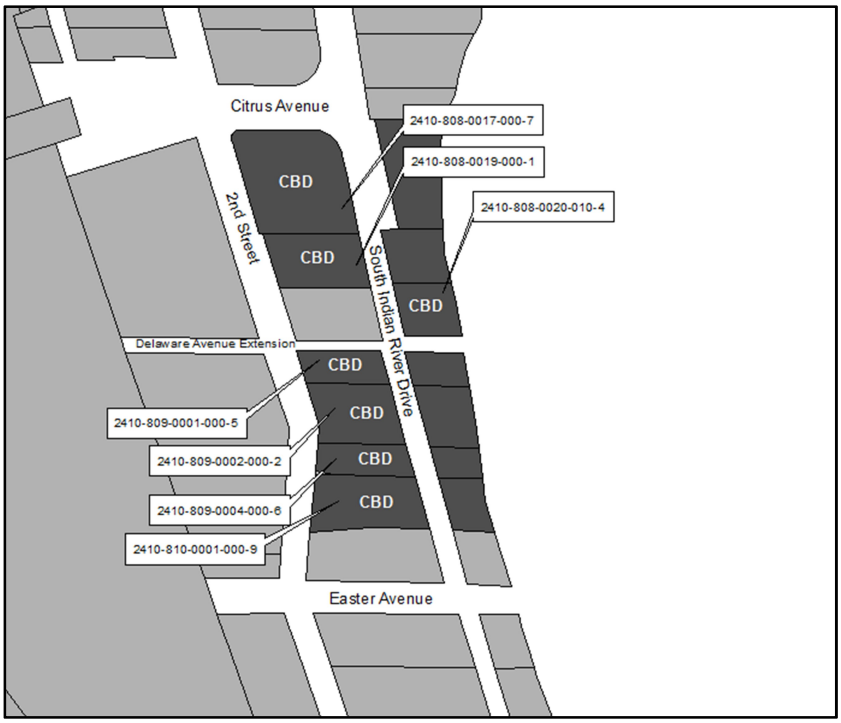
_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

Exhibit A: Current FLU

Exhibit B: Future FLU



CITY OF FORT PIERCE
PLANNING DEPARTMENT

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

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Rebecca Grohall, AICP, Planning Manager

FROM: Clarissa Davis, Planner

SUBJECT: Comprehensive Plan Map Amendment – S Indian River Drive (Seven Parcels)

DATE: September 9th, 2015

STAFF REPORT

Owner:	Susnar Realty, LLC 2340 S. Ocean Blvd., Palm Beach, FL 33480 TA1, LLC 266 Park Drive, Palatine, IL 60067 TMH, LLC 2277 N. Circle Drive, Palatine, IL 60067 Kraaz & Kraaz Finance, LLC 124-A N. 2nd Street, Fort Pierce, FL 34950
Applicant/Representative:	William P. Stoddard, Ph. D., P.E. Schulke, Bittle & Stoddard, LLC 1717 Indian River Blvd., Suite 201, Vero Beach, FL 32960
Requested Action:	Approval of a Comprehensive Plan Map Amendment from OP, Office Professional to CBD, Central Business District
Location:	401 S Indian River Drive; 411 S Indian River Drive; 426 S Indian River Drive; 500 S Indian River Drive; 507 S Indian River Drive; 509 S Indian River Drive; 515 S Indian River Drive
Current Future Land Use:	OP, Office Professional
Proposed Future Land Use:	CBD, Central Business District

Current Zoning: C-1, Office Commercial

Surrounding Future Land Use:

North	East	South	West
CBD	n/a	OP	OP

Parcel(s) Size: 3.27 acres

Staff Analysis:

The applicant is requesting the approval of a Comprehensive Plan Map Amendment from OP, Office Professional to CBD, Central Business District, essentially extending the existing FLU of the Fort Pierce Downtown district southward to seven parcels.

The aforementioned properties are located along South Indian River Drive, south of Citrus Avenue. This area is also considered the River's Edge Historic District of Fort Pierce. The majority of these properties are vacant except for one "single-family home" that is being utilized as an office building located at 515 S Indian River Drive, and a small multi-family complex consisting of four residential units located at 426 South Indian River Drive. The current future land use designation is OP, Office Professional which allows for office and limited commercial uses and vertical mixed-use that does not directly sell, store or display goods and generates limited auto trips. OP, Office Professional also allows for a density of eighteen units per acre, with residential uses comprising up to twenty percent of the total floor area. The proposed future land use designation, CBD, Central Business District, permits single, vertical and mixed-use, high rise development that achieves retail and commercial uses (restaurants, cafes, boutiques, artist work and retail space, etc.) on the bottom floor and apartments and condominiums above. This designation's intent is to provide a higher density to the downtown Fort Pierce area, allowing thirty units per acre and a minimum of 25 percent total floor area being utilized as residential space.

The two future land use designations mirror each other in a lot of its uses, however the intensity of the use is raised when reviewing the Central Business District. While OP, Office Professional's intent is to allow commercial uses as long as they do not generate an adverse amount of motor vehicle traffic, CBD, Central Business District, allows and welcomes this traffic, and calls for parking that is integrated into the structures or on-street parking. From a residential aspect, the density is nearly doubled; going from eighteen units per acre to thirty units per acre. Though the Central Business District promotes high-rise, vertical mixed-use like development, the properties are currently zoned C-1, Office Commercial, which has a maximum height of sixty-five feet above grade.

A property located at 417 South Indian River Drive, which is not within this proposal, is a historic single-family home (est. in 1901) that is a contributing structure to the River's Edge Historic District and is placed on the Fort Pierce Register of Historic Places. It currently has a future land use designation of OP, Office Professional. The proposal for CBD surrounds this particular property and does not affect its current designation. If the properties within the application were to be built to its maximum allowance around this property, it could possibly be pressured with the possibility of demolition from future developers seeking to achieve the properties maximum allowance to conform and mirror the properties surrounding it.

TRC Comments:

This Comprehensive Plan Map Amendment was distributed to the respective entities of the Technical Review Committee. All affected departments have reviewed the application and had no comment.

Planning Board Recommendation:

At their August 11th meeting, the Planning Board voted unanimously to recommend approval.

Staff Recommendation:

Staff recommends that the Planning Board forward a recommendation of approval to the City Commission.

CITY OF FORT PIERCE

PLANNING DEPARTMENT

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

Application for Future Land Use Map Amendment

☐ Future Land Use Map Amendment – Large Scale (>10 acres)

☑ Future Land Use Map Amendment – Small Scale (<10 acres)

In accordance with Chapter 163.3187, Florida Statutes, The City of Fort Pierce will consider applications for land use changes on parcels in excess of 10 aces ("Large Scale Amendments") only twice each calendar year. The City Commission will consider applications for land use changes on parcels less than or equal to 10 acres with a maximum density of 10 units per acres or less at any time during the calendar year. You are encouraged to schedule a pre-application meeting with the planning staff and to submit your application up to three months in advance of the application deadline.

Application submission shall include the following:

•**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

•**Planning Board**: One (1) original and (13) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

•**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

☑ Warranty Deed & Legal Description

☑ St. Lucie County Property Record Card

☑ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.

☑ Current Survey

☑ Environmental Study

☑ Traffic Impact Report

☑ *** Capacity Analysis-Separate Form

☑ Drainage Analysis

☑ Historical Report

☑ 1 CD of all documents submitted in PDF

☐ Other_____

1. Property Address/Location: 401, 411, 426, 500, 507, 509, and 515 South Indian River Drive
2. Property Tax ID(s): 2410-808-0017-000-7; -0019-000-1; 0020-010-4; 2410-809-0001-000-5; -0002-000-2; -0004-000-6;
3. Total Acreage: 3.27 and 2410-810-0001-000-9
4. Existing Future Land Use Designation: Office Professional (OP)
5. Existing Zoning Classification: C-1
6. Proposed Zoning Classification: C-1
7. Other applications being submitted concurrent with this application, if any: None
8. Describe the existing uses, improvements and structures on the amendment lands: 426 S. Indian River Dr: 4 unit apartment; 515 S. Indian River Dr: 4,219 SF office building; 401 S. Indian River Dr: parking lot; all other parcels vacant
9. Are there any identified or possible historical structures on the amendment lands? Yes, 515 S. Indian River Dr
10. The reason for making this request: See attached statement of need

11. **Capacity Analysis:**

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Educational/Office Bldg	CBD	C1
South	Multi-Family Residential	RM	R4
East	N/A Indian River Lagoon	N/A	N/A
West	SF Residential/Vacant/ Professional	OP	C1/I1

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	OP	C-1	18	3.27*	VE 7.0 / AE 4.0 / X
Proposed	CBD	C-1	30	3.27*	N/A

*Area based on data from St. Lucie County Office of the Property Appraiser.

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day 18,924
Proposed Zoning	Total gallons per day 24,440
Change in Demand	**Total gallons per day** +5,516

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day 16,075
Proposed Zoning	Total gallons per day 24,440
Change in Demand	**Total gallons per day** +8,365

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	2.21	2.22	+0.01
Urban District	5 acres per 1,000 people	8.85	8.89	+0.04
Community	2.5 acres per 1,000 people	17.71	17.79	+0.08
Neighborhood	1.36 acres per 1,000 people	32.55	32.70	+0.15

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name	Lawnwood Elem./Dan McCarty Middle	Lincoln Park Academy
City	Fort Pierce	Fort Pierce
Distance		
Current Zoning Enrollment Demand	2.61	1.12
Proposed Zoning Enrollment Demand	13.62	5.84
Change in Demand	+11.01	+4.72

E. Solid Waste: 2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units	
Demand Analysis	Maximum
Current Zoning	4
Proposed Zoning	14
Change in Demand	+10

F. Stormwater: Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)	
Impact	

G. Transportation Analysis: ITE land use code 710 officeand 230 multi-family Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	OP 5445	291 / 267
Proposed Zoning LU OP CBD 8478		428 / 392
Change in Demand	3033 Trips	Trips 137 / 125
Impact to Capacity	All links operate at acceptable levels of service	

12. Name of Owner(s): See attached list of property owners/applicants
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____
E-mail: _____

13. Name of Applicant: See attached list of property owners/applicants
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

14. Name of Representative: William P. Stoddard, Ph.D., P.E.
Mailing Address: 1717 Indian River Blvd, Suite 201
City Vero Beach State FL Zip 32960
Phone # 772-770-9622 Fax # 772-770-9496
E-mail: wstoddard@sbsengineers.com

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

✓ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

_____ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Property Address	Name of Property Owner	Mailing Address	Phone Number	Email
401 South Indian River Drive	TA1, LLC	266 Park Dr Palatine, IL 60067	846-337-1756	mabinanti@comcast.net
411 South Indian River Drive	TMH, LLC	2277 N. Circle Dr Palatine, IL 60067	846-337-1756	mabinanti@comcast.net
426 South Indian River Drive	Susnar Realty, LLC	2340 S Ocean Blvd Palm Beach, FL 33480-5304	561-588-3308	lmsusnar@aol.com
500 South Indian River Drive	Kraaz & Kraaz Finance, LLC	124-A N. 2nd St Fort Pierce, FL 34950	772-979-0308	hkraaz@boatloans.net
507 South Indian River Drive	Kraaz & Kraaz Finance, LLC	124-A N. 2nd St Fort Pierce, FL 34950	772-979-0308	hkraaz@boatloans.net
509 South Indian River Drive	Kraaz & Kraaz Finance, LLC	124-A N. 2nd St Fort Pierce, FL 34950	772-979-0308	hkraaz@boatloans.net
515 South Indian River Drive	Kraaz & Kraaz Finance, LLC	124-A N. 2nd St Fort Pierce, FL 34950	772-979-0308	hkraaz@boatloans.net

Applicant's Signature

Date 3-16-15

2340 S. Ocean Blvd, Palm Beach, FL 33480

Address State Zip

561 588 3308 lmsusnar@aol.com

Phone Fax E-mail Address

16. Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature(s) below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Susnar Realty, LLC

Property Owner's Name (Please Print) Phone

2340 S. Ocean Blvd Palm Beach, FL 33480

Address State Zip

Property Owner's Signature Date

STATE OF FLORIDA)
~~ST LUCIE~~ PALM BEACH COUNTY)

The foregoing instrument was acknowledged before me this 16th day of March, 20 15, by Lisa Susnar who is personally known to me or has produced _____ as identification.

Signature of Notary (seal)

Notary Public State of Florida
Brianne M Culliton
My Commission EE117086
Expires 07/31/2015

OFFICE USE:		
DATE RECEIVED:	Signed:	
File Number:	Check No:	Receipt No:
TRC Review:	Planning Board Review:	City Commission:
Ordinance No:	Date Approved:	

Applicant's Signature

Date 3/17/2015

266 Park Drive, Palatine, IL 60067
Address State Zip

846-337-1756 mabinanti@comcast.net
Phone Fax E-mail Address

16. Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature(s) below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

TA1, LLC 846-337-1756
Property Owner's Name (Please Print) Phone

266 Park Drive Palatine, IL 60067
Address State Zip

Property Owner's Signature

Date 3/17/2015

STATE OF FL~~ORIDA~~) IL
~~ST LUCIE~~ COUNTY) Cook

The foregoing instrument was acknowledged before me this 17th day of March, 20 2015, by Thomas M. Abinanti who is personally known to me or has produced Drivers License as identification.

Signature of Notary (seal)

OFFICIAL SEAL
DILEK IDRIZ
Notary Public - State of Illinois
My Commission Expires Jan 11, 2017

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No:_____ Receipt No:_____

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

Ordinance No:_____ Date Approved:_____

Thomas Abinanti 3-19-15

Applicant's Signature Date

2277 N. Circle Drive, Palatine, IL 60067

Address State Zip

846-337-1756 mabinanti@comcast.net

Phone Fax E-mail Address

16. Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature(s) below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

TMH, LLC 846-337-1756

Property Owner's Name (Please Print) Phone

2277 N. Circle Drive Palatine, IL 60067

Address State Zip

Thomas Abinanti 3-19-15

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 19th day of March, 2015, by Thomas Abinanti who is personally known to me or has produced Illinois license as identification.

Signature of Notary (seal)

SOPHONIE CHERUBIN
Notary Public - State of Florida
My Comm. Expires Nov 18, 2018
Commission # FF 176398

OFFICE USE:

DATE RECEIVED: _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

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

Ordinance No: _____ Date Approved: _____

Applicant's Signature 3/15/15 Date

124-A N. 2nd Street, Fort Pierce, FL 34950
Address State Zip

772-979-0308 hkraaz@boatloans.net
Phone Fax E-mail Address

16. Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature(s) below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Kraaz & Kraaz Finance, LLC 772-979-0308
Property Owner's Name (Please Print) Phone
124-A N. 2nd Street Fort Pierce, FL 34950
Address State Zip
Property Owner's Signature 3/15/15 Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 17th day of March, 2015, by Hans Kraaz who is personally known to me or has produced _____ as identification.

Signature of Notary (seal)

NIKKI BATES
MY COMMISSION #EE832728
EXPIRES: SEP 10, 2016
Bonded through 1st State Insurance

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No:_____ Receipt No:_____

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

Ordinance No:_____ Date Approved:_____

Property Identification

Site Address: 401 S INDIAN RIVER DR
Sec/Town/Range: 10/35S/40E
Map ID: 24/10G
Zoning: C1

Parcel ID: 2410-808-0017-000-7
Account #: 23895
Use Type: 1000
Jurisdiction: Fort Pierce

Ownership

TA1 (IRD) LLC

266 Park Dr
Palatine, IL 60067-0000

Legal Description

ANDREWS AND RICHARDS S/D BLK D LOTS 1 AND 2 WITH RIP RTS-LESS RD R/W- AND 4 FT STRIP W OF AND ADJ TO W LI OF LOT AS DESC IN OR 92-520(MAP 24/10G) (OR 3546-2306)

Current Values

Just/Market Value:	$631,700
Assessed Value:	$631,700
Exemptions:	$0
Taxable Value:	$631,700

Taxes for this parcel: SLC Tax Collector's Office

Total Areas

Land Size (acres):	0.93
Land Size (SF):	40,686

Land Information

Total Area: 40,686 SF / 0.93 acres

Sequence Number	Number/Type of Units	Depth for Front Feet
1	27673 Sq Feet	0
2	15887 Sq Feet	0

Special Features and Yard Items

Type	Qty	Units	Year Blt

Permits

Number	Date	Description	Amount	Fee
F01-0000415		Additions to existing construction	$1,344	$0
F98-001205	Sep 22, 1998	Roof	$7,500	$7,500
MC2003-19	Feb 20, 2003	Air Conditioning Only	$2,350	$75
0800001239	Mar 30, 2009	Alterations/Remodeling	$2,000	$50
BP09-1483	Oct 15, 2010	Demolition	$0	$130
BP09-1483	Nov 15, 2010	Demolition	$0	$200

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jul 3, 2013	3546 / 2306	0130	WD	DCGG LLC,	$635,000
Jun 25, 2004	2008 / 0416	00	WD	Bryan Jr,Ben L	$1,500,000
Dec 1, 1986	0526 / 1175	00	CV		$300,000

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$631,700
Just/Market:	$631,700
Ag Credit:	$0
Mkt/Asmnt Differential:	$0
Assessed:	$631,700
Exemption(s):	$0
Taxable:	$631,700

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2010	0041	4	Fort Pierce Stormwater Charge	$216.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2014	$631,700	$631,700	$0	$631,700
2013	$631,700	$631,700	$0	$631,700
2012	$631,700	$631,700	$0	$631,700

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.

Property Identification

Site Address: 411 S INDIAN RIVER DR
Sec/Town/Range: 10/35S/40E
Map ID: 24/10G
Zoning: C1

Parcel ID: 2410-808-0019-000-1
Account #: 23896
Use Type: 0000
Jurisdiction: Fort Pierce

Ownership

TMH LLC
2277 No Circle Dr
Palatine, IL 60067-0000

Legal Description

ANDREWS AND RICHARDS S/D BLK D LOT 3 (MAP 24/10G)
(OR 1814-1626)

Current Values

Just/Market Value:	$332,000
Assessed Value:	$332,000
Exemptions:	$0
Taxable Value:	$332,000

Taxes for this parcel: SLC Tax Collector's Office

Total Areas

Land Size (acres):	0.53
Land Size (SF):	22,898

Land Information

Total Area: 22,898 SF / 0.53 acres

Sequence Number	Number/Type of Units	Depth for Front Feet
1	13685 Sq Feet	0
2	9213 Sq Feet	0

Special Features and Yard Items

Type	Qty	Units	Year Blt

Permits

Number	Date	Description	Amount	Fee
F93-001012	Jul 16, 1993	Roof	$175	$175
F94-001036	Aug 25, 1994	Roof	$500	$500
F98-001468	Dec 21, 1998	Fence	$2,200	$2,200
BP09-1419	Dec 8, 2009	Demolition	$0	$0
BP09-1419	Oct 6, 2010	Demolition	$0	$130

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price

Sep 25, 2003	1814 / 1626	00	WD	MMG Holdings Llc,	$400,000
Sep 20, 2001	1444 / 1613	00	WD	Rech,Mitchell E	$282,000
Aug 1, 1972	0205 / 1844	00	CV		$30,000

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$332,000
Just/Market:	$332,000
Ag Credit:	$0
Mkt/Asmnt Differential:	$0
Assessed:	$332,000
Exemption(s):	$0
Taxable:	$332,000

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2010	0041	1.4	Fort Pierce Stormwater Charge	$75.60

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2014	$332,000	$332,000	$0	$332,000
2013	$332,000	$332,000	$0	$332,000
2012	$332,000	$332,000	$0	$332,000

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

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Property Identification

Site Address: 426 S INDIAN RIVER DR
Sec/Town/Range: 10/35S/40E
Map ID: 24/10G
Zoning: C1

Parcel ID: 2410-808-0020-010-4
Account #: 23898
Use Type: 0800
Jurisdiction: Fort Pierce

Ownership

Susnar Realty LLC

2340 S Ocean Blvd
Palm Beach, FL 33480-5304

Legal Description

ANDREWS AND RICHARDS S/D BLK D THAT PART OF LOT 4 LYG E OF IND RIV DR (MAP 24/10G) (OR 3438-32, 34)

Current Values

Just/Market Value:	$194,400
Assessed Value:	$194,400
Exemptions:	$0
Taxable Value:	$194,400

Taxes for this parcel: SLC Tax Collector's Office

Total Areas

Finished/Under Air (SF):	3,200
Gross Area (SF):	3,300
Land Size (acres):	0.22
Land Size (SF):	9,666

Building Information (1 of 2)

Finished Area: 1,600 SF

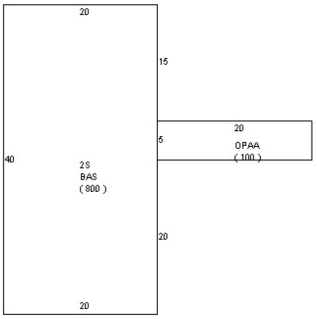
Gross Total Area: 1,700 SF

Exterior Data

View:	**Roof Cover:** Asph Shingle	**Roof Structure:** Hip
Building Type: MFH	**Year Built:** 1977	**Frame:**
Grade: MFFQ	**Effective Year:** 1977	**Primary Wall:** Frm Stucco
Story Height: 2 Story	**No. Units:** 2	**Secondary Wall:**

Interior Data

Bedrooms: 1	**Electric:** MAXIMUM	**Primary Int Wall:**
Full Baths: 2	**Heat Type:** FrcdHotAir	**Avg Hgt/Floor:** 0
Half Baths: 0	**Heat Fuel:** ELEC	**Primary Floors:** Carpet
A/C %: 100%	**Heated %:** 100%	**Sprinkled %:** 0%



Building Information (2 of 2)

Finished Area: 1,600 SF

Gross Total Area: 1,600 SF

Exterior Data

View:
Building Type: MFH
Grade: MFFQ
Story Height: 2 Story

Roof Cover: Asph Shingle
Year Built: 1977
Effective Year: 1977
No. Units: 2

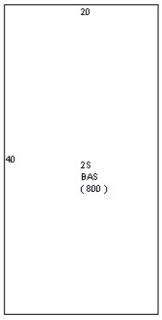
Roof Structure: Hip
Frame:
Primary Wall: Frm Stucco
Secondary Wall:

Interior Data

Bedrooms: 1
Full Baths: 2
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Carpet
Sprinkled %: 0%



Land Information

Total Area: 9,666 SF / 0.22 acres

Sequence Number	Number/Type of Units	Depth for Front Feet
1	0 Sq Feet	0
Sequence Number	**Number/Type of Units**	**Depth for Front Feet**
1	9666 Sq Feet	0

Special Features and Yard Items

Type	Qty	Units	Year Blt
CONCRETE LOW	1	1800	1977

Permits

Number	Date	Description	Amount	Fee
F95-000778	Jul 19, 1995	Alterations/Remodeling	$5,250	$5,250
MC2003-56	May 27, 2003	Air Conditioning Only	$1,243	$75
MC2003386	Jan 20, 2004	Air Conditioning Only	$1,230	$75
RR2005908	Nov 2, 2005	Alterations/Remodeling	$7,500	$150
RR2005909	Nov 2, 2005	Alterations/Remodeling	$7,500	$150
RF2005609	May 6, 2008	Roof	$7,000	$195
0800000125	Oct 27, 2008	Fence	$1,689	$100

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Fort Pierce

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Sep 18, 2012	3438 / 0034	0111	QC	Susnar,Lisa	$425,000
Sep 17, 2012	3438 / 0032	0111	WD	Lyman,John B	$100
Aug 17, 2012	3438 / 0030	0111	QC	Lyman,John B	$100
Aug 14, 2012	3438 / 0031	0111	QC	Lyman,John B	$100
Aug 14, 2012	3438 / 0029	0111	QC	Lyman,John B	$100
Feb 13, 2003	1659 / 0787	01	PR	Lyman Jr (EST),John B	$100
Jul 1, 1984	0437 / 2798	01	CV		$0

Current Year Values

Current Values Breakdown

Building:	$54,200
Land:	$140,200
Just/Market:	$194,400
Ag Credit:	$0
Mkt/Asmnt Differential:	$0
Assessed:	$194,400
Exemption(s):	$0
Taxable:	$194,400

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	1.2	Fort Pierce Stormwater Charge	$64.80

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2014	$194,400	$194,400	$0	$194,400
2013	$195,200	$195,200	$0	$195,200
2012	$195,500	$195,500	$0	$195,500

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

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Property Identification

Site Address: 500 S INDIAN RIVER DR
Sec/Town/Range: 10/35S/40E
Map ID: 24/10S
Zoning: C1

Parcel ID: 2410-809-0001-000-5
Account #: 23899
Use Type: 1000
Jurisdiction: Fort Pierce

Ownership

Kraaz and Kraaz Finance LLC
124 N 2nd ST Ste A
Fort Pierce, FL 34950-4401

Legal Description

LOWRY`S S/D BLK E LOT 1 (MAP 24/10H)(OR 3714-2415)

Current Values

Just/Market Value:	$175,500
Assessed Value:	$175,500
Exemptions:	$0
Taxable Value:	$175,500

Taxes for this parcel: SLC Tax Collector's Office

Total Areas

Land Size (acres):	0.27
Land Size (SF):	11,974

Land Information

Total Area: 11,974 SF / 0.27 acres

Sequence Number	Number/Type of Units	Depth for Front Feet
1	7081 Sq Feet	0
2	5023 Sq Feet	0

Special Features and Yard Items

Type	Qty	Units	Year Blt

Permits

Number	Date	Description	Amount	Fee
F93-000557	Apr 27, 1993	Roof	$1,250	$1,250
F98-000045	Jan 30, 1998	Alterations/Remodeling	$2,195	$2,195
0700001210	Oct 26, 2007	Demolition	$0	$130

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Nov 24, 2003	1853 / 2721	01	WD	MMG Holdings LLC ,	$360,000
Sep 6, 2002	1579 / 0950	02	WD	Adams,Jacklyn	$375,000

Dec 5, 1975	0246 / 1265	$1

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$175,500
Just/Market:	$175,500
Ag Credit:	$0
Mkt/Asmnt Differential:	$0
Assessed:	$175,500
Exemption(s):	$0
Taxable:	$175,500

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	2.4	Fort Pierce Stormwater Charge	$129.60

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2014	$175,500	$175,500	$0	$175,500
2013	$175,500	$175,500	$0	$175,500
2012	$175,500	$175,500	$0	$175,500

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

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Property Identification

Site Address: 507 S INDIAN RIVER DR
Sec/Town/Range: 10/35S/40E
Map ID: 24/10S
Zoning: C1

Parcel ID: 2410-809-0002-000-2
Account #: 23900
Use Type: 1000
Jurisdiction: Fort Pierce

Ownership

Kraaz and Kraaz Finance LLC
124 N 2nd ST Ste A
Fort Pierce, FL 34950-4401

Legal Description

LOWRY`S S/D BLK E LOTS 2 AND 3 (MAP 24/10H)(OR 3714-2415)

Current Values

Just/Market Value:	$311,600
Assessed Value:	$311,600
Exemptions:	$0
Taxable Value:	$311,600

Taxes for this parcel: SLC Tax Collector's Office

Total Areas

Land Size (acres):	0.52
Land Size (SF):	22,500

Land Information

Total Area: 22,500 SF / 0.52 acres

Sequence Number	Number/Type of Units	Depth for Front Feet
1	13087 Sq Feet	0
2	8400 Sq Feet	0

Special Features and Yard Items

Type	Qty	Units	Year Blt

Permits

Number	Date	Description	Amount	Fee
F99-000008		Roof	$3,560	$0
F93-001346	Oct 1, 1993	Roof	$1,100	$1,100
0700000798	Sep 26, 2007	Demolition	$0	$130

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Nov 24, 2003	1853 / 2721	02	WD	MMG Holdings LLC ,	$360,000
Sep 6, 2002	1579 / 0950	02	WD	Adams,Jacklyn	$375,000

Dec 5, 1975	0246 / 1265	$1

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$311,600
Just/Market:	$311,600
Ag Credit:	$0
Mkt/Asmnt Differential:	$0
Assessed:	$311,600
Exemption(s):	$0
Taxable:	$311,600

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	1	Fort Pierce Stormwater Charge	$54.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2014	$311,600	$311,600	$0	$311,600
2013	$311,600	$311,600	$0	$311,600
2012	$311,600	$311,600	$0	$311,600

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

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Property Identification

Site Address: 509 S INDIAN RIVER DR
Sec/Town/Range: 10/35S/40E
Map ID: 24/10S
Zoning: C1

Parcel ID: 2410-809-0004-000-6
Account #: 23901
Use Type: 1000
Jurisdiction: Fort Pierce

Ownership

Kraaz and Kraaz
124 N 2nd ST Ste A
Fort Pierce, FL 34950-4401

Legal Description

LOWRY`S S/D BLK E LOT 4-LESS THAT PART DESC IN DBK 164-329- (MAP 24/10H) (OR 3714-2415)

Current Values

Just/Market Value:	$164,700
Assessed Value:	$164,700
Exemptions:	$0
Taxable Value:	$164,700

Taxes for this parcel: SLC Tax Collector's Office

Total Areas

Land Size (acres):	0.26
Land Size (SF):	11,540

Land Information

Total Area: 11,540 SF / 0.26 acres

Sequence Number	Number/Type of Units	Depth for Front Feet
1	7593 Sq Feet	0
2	3765 Sq Feet	0

Special Features and Yard Items

Type	Qty	Units	Year Blt

Permits

Number	Date	Description	Amount	Fee
F93-000825	Jun 17, 1993	Alterations/Remodeling	$700	$700
F94-001642	Jan 4, 1994	Dock	$4,500	$4,500
F97-000053	Jan 22, 1997	Additions to existing construction	$3,500	$3,500
MC2004308	Dec 2, 2004	Air Conditioning Only	$2,475	$150
RF2004587	Dec 6, 2004	Roof	$6,000	$0
DK200412	Jan 26, 2005	Dock	$8,000	$0
0700000799	Sep 26, 2007	Demolition	$0	$130
0800001001	Jan 7, 2009	Demolition	$0	$260

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jul 3, 2013	3546 / 2309	0130	WD	MMG Holdings LLC,	$165,000
Apr 22, 2005	2227 / 1737	00	WD	McCurdy,Carson	$800,000
Oct 28, 1992	0959 / 1398	01	QC	FT PIERCE PRTNRSHP	$30,300
Jan 1, 1988	0574 / 0366	01	CV		$19,673
Jan 1, 1988	0574 / 0364	01	CV		$19,664
Jan 1, 1988	0574 / 0362	01	CV		$19,664

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$164,700
Just/Market:	$164,700
Ag Credit:	$0
Mkt/Asmnt Differential:	$0
Assessed:	$164,700
Exemption(s):	$0
Taxable:	$164,700

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	1	Fort Pierce Stormwater Charge	$54.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2014	$164,700	$164,700	$0	$164,700
2013	$164,700	$164,700	$0	$164,700
2012	$164,700	$164,700	$0	$164,700

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

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Property Identification

Site Address: 515 S INDIAN RIVER DR
Sec/Town/Range: 10/35S/40E
Map ID: 24/10H
Zoning: C1

Parcel ID: 2410-810-0001-000-9
Account #: 23903
Use Type: 0100
Jurisdiction: Fort Pierce

Ownership

Kraaz and Kraaz Finance LLC
124-A N 2nd St
Fort Pierce, FL 34950-0000

Legal Description

ANDREWS AND RICHARDS S/D THAT PART OF LOT 1 LYG E OF S 2 ST AND BEG ON E LI OF S 2 ST 8 FT S OF N LI OF LOT 2, RUN NELY 95.7 FT TO SD N LI, TH W ALG SD N LI TO E LI OF S 2 ST, TH S TO POB (MAP 24/10H) (1) (OR 3669-906)

Current Values

Just/Market Value:	$244,700
Assessed Value:	$244,700
Exemptions:	$0
Taxable Value:	$244,700

Taxes for this parcel: SLC Tax Collector's Office

Total Areas

Finished/Under Air (SF):	4,219
Gross Area (SF):	4,295
Land Size (acres):	0.54
Land Size (SF):	23,490

Building Information (1 of 2)

Finished Area: 2,731 SF

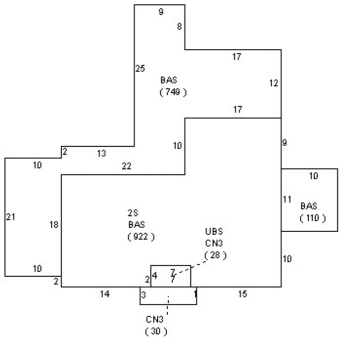
Gross Total Area: 2,789 SF

Exterior Data

View:	**Roof Cover:** Fibrglss Shg	**Roof Structure:** Hip
Building Type: HC-	**Year Built:** 1900	**Frame:**
Grade: C-	**Effective Year:** 1960	**Primary Wall:** CB Stucco
Story Height: 2 Story	**No. Units:** 1	**Secondary Wall:**

Interior Data

Bedrooms: 3	**Electric:** MAXIMUM	**Primary Int Wall:**
Full Baths: 2	**Heat Type:** FrcdHotAir	**Avg Hgt/Floor:** 0
Half Baths: 0	**Heat Fuel:** ELEC	**Primary Floors:** Carpet
A/C %: 100%	**Heated %:** 100%	**Sprinkled %:** 0%



Building Information (2 of 2)

Finished Area: 1,488 SF

Gross Total Area: 1,506 SF

Exterior Data

View:
Building Type: HD
Grade: D
Story Height: 2 Story

Roof Cover: Fibrglss Shg
Year Built: 1920
Effective Year: 1960
No. Units: 1

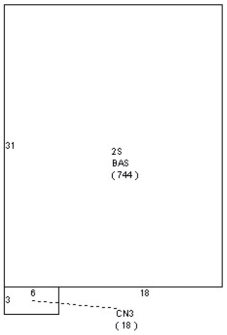
Roof Structure: Hip
Frame:
Primary Wall: CB Stucco
Secondary Wall:

Interior Data

Bedrooms: 2
Full Baths: 1
Half Baths: 0
A/C %: 50%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 50%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Carpet
Sprinkled %: 0%



Land Information

Total Area: 23,490 SF / 0.54 acres

Sequence Number	Number/Type of Units	Depth for Front Feet
1	23490 Sq Feet	0
Sequence Number	**Number/Type of Units**	**Depth for Front Feet**
1	0 Sq Feet	0

Special Features and Yard Items

Type	Qty	Units	Year Blt

Permits

Number	Date	Description	Amount	Fee
F00-000394		Roof	$8,700	$0
F94-000209	Mar 1, 1994	Alterations/Remodeling	$60,000	$60,000
F94-00209A	Mar 22, 1994	Heat and Air Conditioning	$4,800	$4,800
MC2004198	Oct 21, 2004	Air Conditioning Only	$1,461	$75
DK20057	Mar 21, 2005	Dock	$20,000	$325
BP13-1899	Jun 26, 2013	Alterations/Remodeling	$1,500	$329
BP13-2100	Aug 5, 2013	Roof	$1,400	$79
BP13-3052	Nov 13, 2013	Patio	$200	$79
BP13-1899	Feb 7, 2014	Alterations/Remodeling	$1,800	$129
BP13-2100	Feb 7, 2014	Re Roof Permit	$1,400	$129
BP14-0608	Apr 22, 2014	Alterations/Remodeling	$1,900	$80

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Sep 4, 2014	3669 / 0906	0205	WD	Weaver,Steven M	$320,000
Jul 19, 2013	3546 / 2272	0205	WD	MMG Holdings LLC,	$200,000
Nov 17, 2003	1848 / 0865	00	WD	Brennan (TR),John T	$370,000
Dec 31, 2001	1474 / 0684	03	WD	Brennan,John T	$370,000
Dec 5, 1975	0246 / 1265				$1

Current Year Values

Current Values Breakdown

Building:	$40,300
Land:	$204,400
Just/Market:	$244,700
Ag Credit:	$0
Mkt/Asmnt Differential:	$0
Assessed:	$244,700
Exemption(s):	$0
Taxable:	$244,700

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2006	0041	4.6	Fort Pierce Stormwater Charge	$248.40

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2014	$244,700	$244,700	$0	$244,700
2013	$371,300	$371,300	$0	$371,300
2012	$485,500	$485,500	$0	$485,500

This information is believed to be correct at this time but it is subject to change and is not warranted.
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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3863371 OR BOOK 3546 PAGE 2306, Recorded 08/07/2013 at 11:30 AM
Doc Tax: $4445.00

This Instrument Prepared by/Return To:
FRANK H. FEE, III, ESQUIRE
FEE, DEROSS & FEE, P.L.
426 Avenue A
Fort Pierce, Florida 34950

Consideration: $635,000.00
DOCUMENTARY STAMPS: $4,445.00
Tax ID No: 2410-808-0017-000-7

COPY

WARRANTY DEED

THIS WARRANTY DEED, made this 3 day of July, 2013 by **DCGG, LLC, a Florida limited liability company,** whose post office address is 426 Avenue A, Fort Pierce, FL 34950, hereinafter called the Grantor, to **TA1 (IRD), LLC, a Florida limited liability company** whose address is 266 Park Drive, Palatine, IL, 60067, hereinafter called the Grantee:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee forever, all that certain land situate, lying and being in St. Lucie County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

Subject to restrictions, reservations, limitations and easements of record, if any; this reference to said restrictions shall not operate to reimpose the same.

This deed was prepared without the benefit of title examination. Grantor and Grantee agree to hold harmless the preparer of this deed from any and all liability arising by reason of matters which would have been revealed by a current search of the public records.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

COPY

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the Presence of:

DCGG, LLC, a Florida limited liability company

By:MMG HOLDINGS, LLC, an Illinois limited liability company, its Sole Member and Manager

By: _____
Eugene Jozwiak, Manager of MMG HOLDINGS, LLC

_____
Witness Signature

Deborah L Carver
Printed Name

_____
Witness Signature

DAVID S. CARVER
Printed Name

STATE OF Illinois
COUNTY OF Cook

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Eugene Jozwiak** known to me to be the Manager of **MMG HOLDINGS, LLC, an Illinois limited liability company, as Sole Member and Manager of DCGG, LLC, a Florida limited liability company,** the company in whose name the foregoing instrument was executed, and that he acknowledged executing the same for such company, freely and voluntarily, under authority duly vested in him by said company, and that the seal affixed thereto is the true corporate seal of said corporation, and an oath was not taken. (Check one:) ☐Said person is personally known to me. ☐Said person provided the following type of identification: DL.

Witness my hand and official seal in the County and State last aforesaid this 3 day of July, 2013.

NOTARY RUBBER STAMP SEAL

_____
Notary Signature

OFFICIAL SEAL
ANN E. ROCCHI
NOTARY PUBLIC - STATE OF ILLINOIS
COMMISSION NO. 623870
MY COMMISSION EXPIRES MAY 13, 2017

Printed Notary Name: Ann E Rocchi
Commission No.: _____
Commission Exp.: 5-13-17

COPY

EXHIBIT "A"

Lots 1 and 2, Block D, of ANDREWS AND RICHARDS SUBDIVISION, as per plat thereof recorded in Plat Book 1, Page 191, of the Public Records of St. Lucie County, Florida; AND

From the NW corner of Lot 1, Block D, ANDREWS AND RICHARDS RE-SUBDIVISION, as per plat thereof recorded in Plat Book 1, Page 191, St. Lucie County, Florida, public records, run South 89°58' East, 233.86 feet to the point of beginning of the lands herein described: From said point of beginning continue South 89°58' East, 59.9 feet to the West shore of Indian River; thence, meandering the West shore of Indian River, run South 8°26' East, 176.9 feet to the Eastward projection of the South line of Lot 2, Block D, of said ANDREWS AND RICHARDS RE-SUBDIVISION; thence West along the projection of the South line of said Lot 2, 48.3 feet; thence North 12°08' West, 178.9 feet to the point of beginning.

ALSO: A strip of land 4 feet in width measured at right angles to the East line of South Second Street, bounded on the East by the West lines of Lots 1 and 2, Block D, ANDREWS AND RICHARDS RE-SUBDIVISION, as per plat thereof recorded in Plat Book 1, Page 191, St. Lucie County, Florida public records; on the North and South by the Westward extensions of the North and South lines, respectively, of said Lots 1 and 2; and on the West by the East edge of existing sidewalk on the East side of South Second Street, in the City of Fort Pierce, Florida; LESS AND EXCEPT right-of-way for Citrus Avenue.

TOGETHER WITH all riparian and littoral rights appertaining to the above described property and all right, title and interest of the grantor in and to any land lying in the bed of any street, road, alley, avenue or highway in front of, adjoining or contained within the above described real property; LESS AND EXCEPT the real property described in Circuit Court Minute Book 26, Page 309, and in O.R. Book 92, Page 524 and 525, respectively.

COPY

COPY

COPY

This Instrument Prepared By and Return to:
FRANK H. FEE, III, ESQ. of
FEE, KOBLEGARD & DeROSS
401 So. Indian River Dr.
Fort Pierce, FL 34950
Courthouse Box #25
Property Appraiser's Parcel Identification (Folio Number):
2410-809-0019-000/1
Grantee(s) S.S. #(s):

WARRANTY DEED

COPY

0.00
2,800.00
0.00
Doc Assump: $
Doc Tax $
Int Tax $

THIS WARRANTY DEED, made the 25th day of September, 2003, by **MMG HOLDINGS, LLC, an Illinois limited liability company**, having its principal place of business at **1515 E. Woodfield Road, Suite 250, Schaumburg, Illinois, 60173**, hereinafter called the Grantor, to **TMH, LLC, an Illinois limited liability company**, whose post office address is **1515 E. Woodfield Road, Suite 250, Schaumburg, Illinois, 60173**, hereinafter called the Grantee.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to the instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the contest so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee all that certain land, situate in St. Lucie County, Florida, viz:

All of Lot 3, Block D, of RICHARDS AND JAMES ANDREWS RE-SUBDIVISION of Lots 3, 4, 5 and 6 East of the Florida East Coast Railway of Tyler's Subdivision of Government Lot 4, in Section 10, Township 35 South, Range 40 East, being ANDREWS AND RICHARDS ADDITION to Fort Pierce, according to the Plat thereof as recorded in Plat Book 1, Page 191, of the Public Records of St. Lucie County, Florida, together with all riparian rights.

COPY

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2283353 OR BOOK 1814 PAGE 1626
Recorded:10/06/03 15:53

COPY

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

Signed, sealed and delivered in the presence of:

MMG HOLDINGS, LLC, an Illinois limited liability company

Witness Signature

By: _____
Eugene Jozwiak, Manager

David S. Carver
Printed Name

Witness Signature

LYNNE M. FOWLER
Printed Name

(CORPORATE SEAL)

COPY

STATE OF ILLINOIS
COUNTY OF Cook

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Eugene Jozwiak** known to me to be the Manager of **MMG HOLDINGS, LLC, an Illinois limited liability company**, the company in whose name the foregoing instrument was executed, and that he acknowledged executing the same for such company, freely and voluntarily, under authority duly vested in him by said company, and that the seal affixed thereto is the true corporate seal of said corporation, and an oath was not taken. (Check one:) ☐Said persons is personally known to me. ☐Said person provided the following type of identification: _____.

Witness my hand and official seal in the County and State last aforesaid this 25th day of September, 2003.

NOTARY RUBBER STAMP SEAL

Notary Signature
(Print, Type or Stamp Name of Notary, Commission Number and Commission Expiration Date)

"OFFICIAL SEAL"
DAVID S. CARVER
Notary Public, State of Illinois
My Commission Exp. 02/05/2005

OR BOOK 1814 PAGE 1627

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3753444 OR BOOK 3438 PAGE 34, Recorded 10/03/2012 at 08:44 AM
Doc Tax: $2975.00

Prepared by and return to:
Lisa Susnar
Suite 900, 1655 PB Lakes Blvd
West Palm Beach, FL 33401

(Space Above This Line For Recording Data)

Quit Claim Deed

COPY

This Quit Claim Deed made this 18th day of September, 2012, between Lisa Susnar whose post office address is 2340 S. Ocean Blvd, Palm Beach FL 33480, grantor, and Susnar Realty, LLC whose post office address is 1655 Palm Beach Lakes Blvd. Suite 900, W. Palm Beach FL 33401 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in the **St Lucie County, Florida**, to-wit:

A parcel of land bounded on the North by the Easterly extension of the North line of Lot 4, Block D of ANDREWS & RICHARDS ADDITION TO FORT PIERCE, according to the Plat thereof, recorded in Plat Book 1, Page 191 of the Public Records of St. Lucie County, Florida; bounded on the South by an Easterly extension of the South line of said Lot 4, bounded on the East by the Indian River, bounded on the West by South Indian River Drive.

Parcel Identification Number: 2410-808-0020-010/4

This is not the homestead of the grantor

COPY

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: N. Perella

Lisa Susnar

Witness Name: Betty C. Brolmann

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me this 18th day of September, 2012, by **Lisa Susnar,** who (__) are personally known to me or (_x_) have produced ___photo i.d._____ as identification.

N. J. PERELLA
MY COMMISSION # DD 791964
EXPIRES: September 24, 2012
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: _____

My Commission Expires: _____

This Document Prepared By and Return to:
Melissa Harnage
St. Lucie Title Services, Inc.
800 Virginia Ave, Suite 47
Fort Pierce, FL 34982

Parcel ID Number:

Warranty Deed

This Indenture, Made this 6th day of February , 2015 A.D., **Between** A.B. Lowry, LLC, a Florida limited liability company and White Oak Properties, LLC, a Indiana limited liability company of the County of Florida , State of St.Lucie , **grantors,** and Kraaz & Kraaz Finance, LLC, a Florida limited liability company

whose address is: 124-A North 2nd Street, Fort Pierce, FL 34950

of the County of St. Lucie , State of Florida , **grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Parcel 1:

Commencing on the bank of Indian River at the Northeast corner of Lot 7 of the Subdivision of Lot 4, of Section 10, Township 35 South, Range 40 East, according to the plat of said Lot 4 on file in Plat Book 1, at page 188, of the public records of St. Lucie County, Florida; from thence run West to the East line of Second Street (formerly known as Pine Street); thence Southerly along the East line of said street to a point of 50 feet due South of said East and West line; thence East parallel with and 50 feet distance from aforesaid East and West line to River bank; thence Northerly along said bank to Point of Beginning. Excepting from above all rights of way for public roads. Said parcel being also described as Lot 1, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Tp 35 So " Lot 4 " Sec. 10 Rge 40, according to the map or plat thereof, recorded in Plat Book 1, page(s) 41 and Plat Book 1, page(s) 211, of the Public Records of St. Lucie County, Florida.

(Continued on Attached)

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

A.B. Lowry, LLC, a Florida limited liability company

Printed Name: Melissa Harnage
Witness

By: Eugene Q. Jozwiak (Seal)
Eugene Jozwiak, Manager
P.O. Address:

Printed Name: COLLEEN BARNES
Witness

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 6th day of February , 2015 by Eugene Jozwiak, Manager of A.B. Lowry, LLC, a Florida limited liability company who is personally known to me or who has produced his Drivers License as identification.

MELISSA HARNAGE
Commission # EE 835343
Expires December 2, 2015

Printed Name:
Notary Public
My Commission Expires:

15293

Laser Generated by © Display Systems, Inc., 2015 (863) 763-5555 Form FDVD-1

Parcel ID Number:

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

White Oak Properties, LLC, an Indiana limited liability company

Jennifer Hurley
Printed Name: Jennifer Hurley
Witness

By: David Modrowski (Seal)
David Modrowski, Managing Member
P.O. Address:

Julie Swantko
Printed Name: Julie Swantko
Witness

STATE OF IN
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 5 day of February, 2015 by David Modrowski, Managing Member of White Oak Properties, LLC an Indiana limited liability company who is personally known to me or who has produced his Indiana State Driver's License as identification.

"OFFICIAL SEAL"
Jennifer R. Guhl
Resident of Lake County, IN
My Commission Expires
March 1, 2020

Jennifer R. Guhl
Printed Name: Jennifer R. Guhl
Notary Public
My Commission Expires: 3-1-20

Laser Generated by © Display Systems, Inc., 2015 (863) 763-5555 Form FLWD-2

Parcel ID Number:

Parcel 2:

Lots 2 and 3, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Tp 35 So " Lot 4 " Sec. 10 Rge 40, according to the map or plat thereof, recorded in Plat Book 1, page(s) 41 and Plat Book 1, page(s) 211, of the Public Records of St. Lucie County, Florida.

Parcel 3:

Lot 4, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Tp 35 So " Lot 4 " Sec. 10 Rge 40, according to the map or plat thereof, recorded in Plat Book 1, page(s) 41 and Plat Book 1, page(s) 211, of the Public Records of St. Lucie County, Florida.

LESS AND EXCEPTING THEREFROM that portion of said Lot 4, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Tp 35 So " Lot 4 " Sec. 10 Rge 40, previously conveyed by A.C. Simmons, et ux, to Anna Lee Denison, by warranty deed dated March 29, 1951, filed April 4, 1951 and recorded in Deed Book 164, page 329, Public Records of St. Lucie County, Florida, more particularly described as follows: Beginning at a point which lies on the South boundary line of Lot 4, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Tp 35 So " Lot 4 " Sec. 10 Rge 40, according to the Plat thereof, on record in the Clerk's office in the courthouse building in and for St. Lucie County, Florida, which said point lies a distance of approx. 131 feet Westerly from a stake at the Southeast corner of the aforesaid Lot 4 etc.; from said point of beginning run North a distance of six tenths (0.6') of a foot; thence Westerly along the North side of a garage apartment belonging to Charles B. Hulcher, Annie Laura H. Garwood and Ruth H. Story for a distance of approx. 25 feet; thence South for a distance of approx. 2.4 feet to the aforesaid South boundary line of said Lot 4, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Tp 35 So " Lot 4 " Sec. 10 Rge 40, thence Easterly along the aforesaid South boundary line of said Lot 4 a distance of approx. 24.8 feet to the original point of beginning; it being the intention to convey that particular strip of ground over which the aforesaid garage apartment extends.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3992192 OR BOOK 3669 PAGE 906, Recorded 09/05/2014 at 11:51 AM
Doc Tax: $2240.00

This Document Prepared By and Return to:
Melissa Harnage
St. Lucie Title Services, Inc.
800 Virginia Ave, Suite 47
Fort Pierce, FL 34982

Parcel ID Number: 2410-810-0001-000-9

Warranty Deed

COPY

This Indenture, Made this 4th day of September, 2014 A.D., **Between**
Steven M. Weaver

of the County of St. Lucie, State of Florida, **grantor,** and
Kraaz and Kraaz Finance LLC, a Florida limited liability company

whose address is: 124-A North 2nd Street, Fort Pierce, FL 34950

of the County of St. Lucie, State of Florida, **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

That part of Lot 4, Block E, A.B. Lowry's Subdivision of the East part of Lot 7 of Tyler's Subdivision of Lot 4, Section 10, Township 35 South, Range 40 East, as per plat thereof on file in Plat Book 1, Page 211, of the Public Records of St. Lucie County, Florida, more particularly described as follows:

Beginning at a point which lies on the South boundary line of Lot 4 of Block E of said A.B. Lowry's Subdivision, which said point lies a distance of approximately 131 feet Westerly from a stake at the Southeast corner of the aforesaid Lot 4; from said point of beginning run North a distance of six tenths (0.6 feet) of a foot; thence Westerly for a distance of approximately 25 feet; thence South a distance of approximately 2.4 feet to the aforesaid South boundary line of said Lot 4 of Block E of Lowry's Subdivision; thence Easterly along the aforesaid South boundary line of said Lot 4, a distance of approximately 24.8 feet to the original Point of Beginning.

AND

All of Lots 1 and 2, situate and being East of Pine Street (Second Street), Plat of Andrews and Richards Resubdivision of Tyler's Subdivision, Section 10, Township 35 South, Range 40 East, as per plat thereof on file in Plat Book 1, Page 199, of the Public Records

(Continued on Attached)

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

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Melissa Harnage
Witness

Printed Name: Christy Parrish
Witness

Steven M. Weaver (Seal)
P.O. Address: 1615 Thumbpoint Drive, Fort Pierce, FL 34949

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 4th day of September, 2014 by Steven M. Weaver

who is personally known to me or who has produced his Florida driver's license as identification.

MELISSA HARNAGE
Commission # EE 885343
Expires December 2, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

Printed Name:
Notary Public
My Commission Expires:

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Warranty Deed - Page 2

Parcel ID Number: 2410-810-0001-000-9

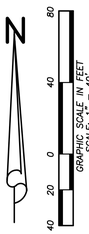
of St. Lucie County, Florida, EXCEPTING THEREFROM that part of Lot 2 conveyed to J.A. McNeill by Warranty Deed recorded in Deed Book 43, Page 560, as last conveyed by Warranty Deed from MMG Holdings, LLC to Jerome T. Cypher and Barbara V. Cypher, husband and wife, as recorded in Official Records Book 3523, page 1510, of the Public Records of St. Lucie County, Florida.

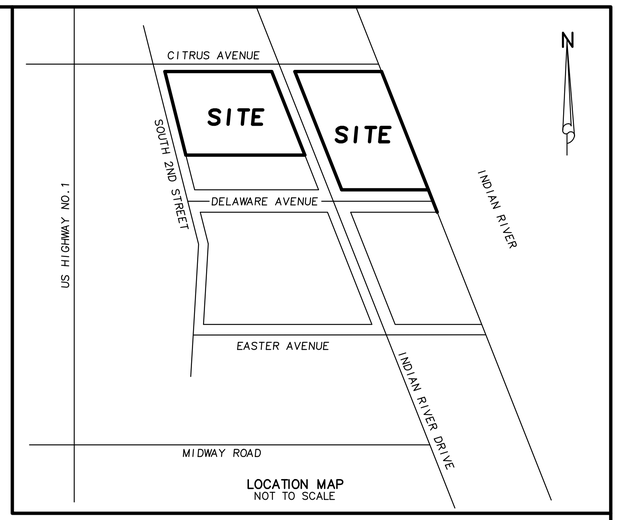
EXCEPTING THEREFROM all rights of way for public roads.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor. The Grantor's HOMESTEAD address is 1615 Thumbpoint Drive, Fort Pierce, FL 34949.

COPY

COPY





LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION:

LOTS 1, 2, & 3, BLOCK D, ANDREWS & RICHARDS ADDITION TO FT. PIERCE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 191, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; TOGETHER WITH THE EASTERLY 4 FEET OF SOUTH 2ND STREET, BOUNDED ON THE NORTH AND SOUTH BY THE WESTWARD EXTENTIONS OF THE NORTH AND SOUTH LINES OF SAID LOTS 1 & 2, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

TOGETHER WITH A PARCEL OF LAND BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 4, BLOCK D, ANDREWS & RICHARDS ADDITION TO FT. PIERCE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 191, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 4, BOUNDED ON THE EAST BY THE INDIAN RIVER, BOUNDED ON THE WEST BY SOUTH INDIAN RIVER DRIVE.

EXCEPTING FROM ABOVE ALL RIGHTS OF WAY FOR PUBLIC ROADS.

CONTAINING: 93,981 SQUARE FEET OR 2.158 ACRES, MORE OR LESS.

SURVEY REPORT:

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17.050(10)(a-k), FLORIDA ADMINISTRATIVE CODE.
2. SURVEY BASED ON ANDREWS & RICHARDS ADDITION TO FT. PIERCE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 191, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A.B. LOWRY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 211, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ANDREWS & RICHARDS RESUBDIVISION OF TYLER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 199, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND A SURVEY PREPARED BY HAYHURST LAND SURVEYING, INC., JOB NO.11-058, DATED 4-27-11; STATE ROAD 707 RIGHT-OF-WAY MAPS AS RECORDED IN PLAT BOOK 23, PAGE 22 & PLAT BOOK 39, PAGE 28, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
3. LEGAL DESCRIPTION WAS WRITTEN BY SURVEYOR.
4. BEARING BASIS: N89°51'35"W ALONG THE NORTH LINE OF DELAWARE AVENUE, A 25' RIGHT-OF-WAY.
5. NO UNDERGROUND UTILITIES OR IMPROVEMENTS WERE LOCATED UNLESS OTHERWISE SHOWN.
6. THIS SITE LIES WITHIN FLOOD ZONE "X", "AE" BASE FLOOD ELEVATION = 4.0 & "VE" BASE FLOOD ELEVATION= 7.0 , ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12111C0179 J, EFFECTIVE DATE 2-16-12.
7. FLOOD ZONE SHOWN HEREON IS AN INTERPRETATION BY THE SURVEYOR AND IS PROVIDED AS A COURTESY. THE FLOOD ZONE SHOULD BE VERIFIED BY A DETERMINATION AGENCY.
8. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY ALEXANDER J. PIAZZA PSM, INC.
9. THE EXPECTED USE OF THE SUBJECT PROPERTY IS FOR FUTURE REZONING OF PROPERTY AND FALLS WITHIN THE COMMERCIAL HIGH RISK CATEGORY AS CLASSIFIED IN CHAPTER 5J-17.051(15)(b)(ii), FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED 1:10,000 FEET ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
10. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
11. ADDITIONS OR DELETIONS TO THE SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
12. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM OF THE NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT) AND ARE REFERENCED TO THE LENGEMANN OF FLORIDA'S L-NET GPS NETWORK DEVELOPED WHICH MEETS OR EXCEEDS THE FEDERAL GEODETIC CONTROL COMMITTEE (FGCC) GUIDELINES FOR "GEOMETRIC GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATIVE POSITIONING TECHNIQUES" AS WELL AS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17.051 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 471.027 FLORIDA STATUTES. BENCHMARKS SET OR FOUND FOR THIS SURVEY ARE NOTED ON THE SKETCH.
13. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE. PREPARED FOR: MIKE ABINANTI
14. © COPYRIGHT 2015 BY ALEXANDER J. PIAZZA PSM, INC. THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY. THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY ALEXANDER J. PIAZZA PSM, INC.

ALEXANDER J. PIAZZA PSM, INC.

DATE OF FIELD SURVEY: 2-24-15

DATE OF SURVEY: 2-25-15

ALEXANDER J. PIAZZA
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 6330

ABBREVIATIONS:

CMB = COMMISSIONERS' MINUTES BOOK
DB = DEED BOOK
MAINT = MAINTENANCE
MHWL = MEAN HIGH WATER LINE
ORB = OFFICIAL RECORD BOOK
(P) = PLAT
PB = PLAT BOOK
PG = PAGE
PL = PROPERTY LINE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
RGE = RANGE
RPB = ROAD PLAT BOOK
(S) = SURVEY
SEC = SECTION
TWP = TOWNSHIP

SYMBOLS:

● = SET 5/8" IRON ROD WITH PLASTIC CAP PSM#6330

DATE:	REVISIONS:	BY:

ALEXANDER J. PIAZZA PSM, INC.
Surveying • Mapping • Consulting
619 SW Biltmore Street
Port St. Lucie, Florida 34983
Phone: (772) 340-7770
Fax: (772) 340-2250
LB#7280

BOUNDARY SURVEY
401, 411, 426, SOUTH INDIAN RIVER DRIVE
AS PREPARED FOR
MIKE ABINANTI

CAD	K:\REALTIME\IRDRIVE\DWG\15-1927.DWG		
REF	K:\		
FLD	CJM / AJP	FB. PG.	JOB 15-1927
OFF	CJM		DATE 2-25-15
CKD	AJP	SHEET 1 OF 1	DWG D-625

K:\REALTIME\IR DRIVE\DWG\15-1927.dwg, 2/26/2015 8:37:48 AM

JOSEPH W. SCHULKE, P.E.
JODAH B. BITTLE, P.E.
WILLIAM P. STODDARD, Ph.D., P.E.

SCHULKE, BITTLE & STODDARD, L.L.C.

CIVIL & STRUCTURAL ENGINEERING • LAND PLANNING • ENVIRONMENTAL PERMITTING

May 13, 2015

Rebecca Grohall
City of Fort Pierce
Planning Department
100 N. US 1
Fort Pierce, FL 34954

Re: Future Land Use Map Amendment
401, 411, 426, 500, 507, 509 and 515 S. Indian River Drive, Ft. Pierce, FL
Statement of Need

Dear Ms. Grohall:

Enclosed please find an application for Future Land Use Map Amendment for the above described properties. There are seven (7) contiguous parcels included in this application.

Property Address	Owner Name	Parcel ID	Current Use
401 S Indian River Dr	TA1 (IRD), LLC (Abinanti)	2401-808-0017-000-7	Vacant Land
411 S Indian River Dr	TMH, LLC (Abinanti)	2401-808-0019-000-1	Vacant Land
426 S Indian River Dr	Susnar Realty, LLC	2401-808-0020-010-4	Multi-Family Residential
500 S Indian River Dr	Kraaz & Kraaz Finance, LLC	2401-809-0001-000-5	Vacant Land
507 S Indian River Dr	Kraaz & Kraaz Finance, LLC	2401-809-0002-000-2	Vacant Land
509 S Indian River Dr	Kraaz & Kraaz Finance, LLC	2401-809-0004-000-6	Vacant Land
515 S Indian River Dr	Kraaz & Kraaz Finance, LLC	2410-810-0001-000-9	Single Family Residential / Professional Office

The existing Future Land Use OP is primarily designated for office and limited commercial developments or horizontal and vertical mixed-use developments. Residential use is limited to a **maximum** of 20% of the total floor area.

Two of the properties are currently developed. 426 South Indian River Drive is being utilized as a 4-unit multi-family residence of which 100% of the floor area is residential use. This constitutes an existing non-conformity with respect to the underlying Future Land Use, OP. 515 South Indian River Drive is identified by St. Lucie County Property Appraiser as a single family residence but is currently being occupied as a professional office.

The five vacant properties included in this application have been on the real estate market for several years with little or no interest in commercial type development. These property owners/developers believe through market analysis that the best use and most financially

feasible option is for a mixed use development which would allow for more than 20% of the floor area to be residential.

This Future Land Use Map Amendment application proposes to change the Future Land Use to CBD (Central Business District) which would eliminate the existing non-conformities and allow for mixed use type development with a **minimum** residential use of 25% of the total floor area. The current zoning designation is C-1 and no change is being proposed to the zoning. This proposed land use amendment would mirror the future land use and zoning designations that currently exist on the properties immediately north.

The possible benefits of changing the future land use to CBD include the following:

1. The ability to have greater residential floor area would allow for an increased number of residential units in the downtown waterfront area, this would spur commercial activity in the evening and weekend hours and provide an increased tax base.

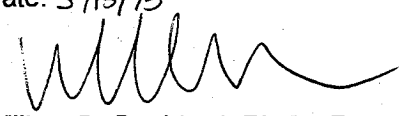
2. 426 South Indian River Drive and possibly 515 South Indian River Drive are considered non-conforming. Under the current OP future land use requirements, these two (2) property owners face a significant risk that they could not repair or rebuild their residences if they incurred storm damage greater than 50% of the current value of the dwelling. Beyond the code related issues, the owners may experience difficulty selling and acquiring loans on their property because the lending agencies often view the existing non-conforming land use as a risk.

3. A CBD mixed use development allows for a larger percentage of the floor area to be utilized for residential use, which would serve as a buffer or transition between the residential use to the south and the commercial developments to the north.

4. A compatible land use and zoning designation with the property to the north would complement the proposed developments at St. Andrews's Episcopal Academy and provide commercial services and nearby housing.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,
Date: 5/13/15



William P. Stoddard, Ph.D., P.E.
FL. Reg. No. 57605
CA No. 00008668

CITY OF FORT PIERCE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

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

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Educational/Office Building	CBD	C1
South	Multi-Family Residential	RM	R4
East	N/A - Indian River Lagoon	N/A	N/A
West	Single-Family Residential / Vacant / Professional	OP	C1 / I1

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	OP	C-1	18	3.27*	VE 7.0 / AE 4.0 / X
****Proposed**	CBD	C-1	30	3.27*	N/A

*Area based on data from St. Lucie County Office of the Property Appraiser

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 18,924
**Proposed Zoning/FLU	Total gallons per day 24,440
**Change in Demand	Total gallons per day +5,516

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 16,075
**Proposed Zoning/FLU	Total gallons per day 24,440
**Change in Demand	Total gallons per day +5,516

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	2.21	2.22	+0.01
Urban District	5 acres per 1,000 people	8.85	8.89	+0.04
Community	2.5 acres per 1,000 people	17.71	17.79	+0.08
Neighborhood	1.36 acres per 1,000 people	32.55	32.70	+0.15

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name	Lawnwood Elem / Dan McCarty Middle	Lincoln Park Academy
City	Fort Pierce	Fort Pierce
Distance		
Current Zoning/FLU Enrollment Demand	2.61	1.12
****Proposed Zoning/FLU Enrollment Demand**	13.62	5.84
****Change in Demand**	+11.01	+4.72

E. Solid Waste:
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units

Demand Analysis	Maximum
Current Zoning/FLU	4
****Proposed Zoning/FLU**	14
***Change in Demand**	+10

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	OP 5445	291/267
****Proposed Zoning/FLU**	LU OP CBD 8478	428/392
***Change in Demand**	3033 Trips	Trips 137/125
Impact to Capacity	All links operate at acceptable levels of service	

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [✓] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [ ] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [ ] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

2. What is the current use of the structure to be demolished or re-used? _____

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

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Trip Generation Data Form (Part 1)

Land Use/Building Type:[1]	ITE Land Use Code:
Source:	Source No. *(ITE use only)*
Name of Development:	Day of the Week:
City: State/Province: Zip/Postal Code:	Day: Month: Year:
Country:	Metropolitan Area:

1. For fast-food land use, please specify if hamburger- or nonhamburger-based.

Location Within Area:

☐ (1) CBD ☐ (3) Suburban (Non-CBD) ☐ (5) Rural
☐ (2) Urban (Non-CBD) ☐ (4) Suburban CBD ☐ (6) Freeway Interchange Area (Rural)
☐ (7) Not Given

Detailed Description of Development:[3]

Independent Variable: (include data for as many as possible)[2]	Actual	Estimated
_____ (1) Employees (#)	☐	☐
_____ (2) Persons (#)	☐	☐
_____ (3) Total Units (#) (indicate unit:_____)	☐	☐
_____ (4) Occupied Units (#) (indicate unit:_____)	☐	☐
_____ (5) Gross Floor Area (gross sq. ft.) (% of development occupied _____)	☐	☐
_____ (6) Net Rentable Area (sq. ft.)	☐	☐
_____ (7) Gross Leasable Area (sq. ft.) (% of development occupied _____)	☐	☐
_____ (8) Total Acres (% developed: _____)	☐	☐
_____ (9) Parking Spaces (% occupied: _____)	☐	☐
_____ (10) Beds (% occupied: _____)	☐	☐
_____ (11) Seats (#)	☐	☐
_____ (12) Servicing Positions/Vehicle Fueling Positions	☐	☐
_____ (13) Shopping Center % Out-parcels/pads	☐	☐
_____ (14) A.M. Peak Hour Volume of Adjacent Street Traffic	☐	☐
_____ (15) P.M. Peak Hour Volume of Adjacent Street Traffic	☐	☐
_____ (16) Other _____	☐	☐
_____ (17) Other _____	☐	☐

2. Definitions for several independent variables can be found in the *Trip Generation*, Second Edition, *User's Guide* Glossary.

3. Please provide all pertinent information to describe the subject project, including the presence of bicycle/pedestrian facilities. To report bicycle/pedestrian volumes, please refer to Part 4 of this data form.

Other Data:

Vehicle Occupancy (#):
_____ A.M. _____ P.M. _____ 24-hour %

Percent by Transit:
_____ A.M. % _____ P.M. % _____ 24-hour %

Percent by Carpool/Vanpool:
_____ A.M. % _____ P.M. % _____ 24-hour %

Employees by Shift:

	Start Time	End Time	Employees (#)
First Shift:	_____	_____	_____
Second Shift:	_____	_____	_____
Third Shift:	_____	_____	_____

Parking Cost on Site: Hourly _____ Daily _____

Transportation Demand Management (TDM) Information:

At the time of this study, was there a TDM program (that may have impacted the trip generation characteristics of this site) underway?

☐ No

☐ Yes (If yes, please check appropriate box/boxes, describe the nature of the TDM program(s) and provide a source for any studies that may help quantify this impact. Attach additional sheets if necessary)

☐ (1) Transit Service
☐ (2) Carpool Programs
☐ (3) Vanpool Programs
☐ (4) Bicycle/Pedestrian Facilities and Site Improvements
☐ (5) Employer Support Measures
☐ (6) Preferential HOV Treatments
☐ (7) Transit and Ridesharing Incentives
☐ (8) Parking Supply and Pricing Management
☐ (9) Tolls and Congestion Pricing
☐ (10) Variable Work Hours/Compressed Work Weeks
☐ (11) Telecommuting
☐ (12) Other _____

Please Complete Form on Other Side

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Trip Generation Data Form (Part 2)

Summary of Driveway Volumes ***(All = All Vehicles Counted, Including Trucks; Trucks = Heavy Duty Trucks and Buses)***

	Average Weekday (M-F)						Saturday						Sunday					
	Enter		Exit		Total		Enter		Exit		Total		Enter		Exit		Total	
	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks
24-Hour Volume																		
A.M. Peak Hour of Adjacent[1] Street Traffic (7 – 9) Time *(ex.: 7:15 - 8:15)*:																		
P.M. Peak Hour of Adjacent[1] Street Traffic (4 – 6) Time:																		
A.M. Peak Hour Generator[2] Time:																		
P.M. Peak Hour Generator[2] Time:																		
Peak Hour Generator[3] Time (Weekend):																		

[1] Highest hourly volume between 7 a.m. and 9 a.m. (4 p.m. and 6 p.m.). Please specify the peak hour.
[2] Highest hourly volume during the a.m. or p.m. period. Please specify the peak hour.
[3] Highest hourly volume during the entire day. Please specify the peak hour.
Please refer to the *Trip Generation User's Guide* for full definition of terms.

Hourly Driveway Volumes- Average Weekday (M-F)

A.M. Period	Enter		Exit		Total		Mid-Day Period	Enter		Exit		Total		P.M. Period	Enter		Exit		Total	
	All	Trucks	All	Trucks	All	Trucks		All	Trucks	All	Trucks	All	Trucks		All	Trucks	All	Trucks	All	Trucks
6:00-7:00							11:00-12:00							3:00-4:00						
6:15-7:15							11:15-12:15							3:15-4:15						
6:30-7:30							11:30-12:30							3:30-4:30						
6:45-7:45							11:45-12:45							3:45-4:45						
7:00-8:00							12:00-1:00							4:00-5:00						
7:15-8:15							12:15-1:15							4:15-5:15						
7:30-8:30							12:30-1:30							4:30-5:30						
7:45-8:45							12:45-1:45							4:45-5:45						
8:00-9:00							1:00-2:00							5:00-6:00						

☐Check if Part 3, 4 and/or additional information is attached.

Survey conducted by: Name: _____

Organization: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____ E-mail: _____

Please return to: Institute of Transportation Engineers
Technical Projects Division
1099 14th Street, NW, Suite 300 West
Washington, DC 20005-3438 USA
Telephone: +1 202-289-0222
Fax: +1 202-289-7722
ITE on the Web: www.ite.org

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Trip Generation Data Form (Part 3)

Name/Organization: _____ **City/State:** _____

Telephone Number: _____

Detailed Driveway Volumes: Attach this sheet to Parts 1 and 2 if you are providing additional information.

Day of the week: _____ *(All = All Vehicles Counted, Including Trucks; Trucks = Heavy Duty Trucks and Buses)*

A.M. Period	Enter		Exit		Total		P.M. Period	Enter		Exit		Total	
	All	Trucks	All	Trucks	All	Trucks		All	Trucks	All	Trucks	All	Trucks
12:00-12:15							12:00-12:15						
12:15-12:30							12:15-12:30						
12:30-12:45							12:30-12:45						
12:45-1:00							12:45-1:00						
1:00-1:15							1:00-1:15						
1:15-1:30							1:15-1:30						
1:30-1:45							1:30-1:45						
1:45-2:00							1:45-2:00						
2:00-2:15							2:00-2:15						
2:15-2:30							2:15-2:30						
2:30-2:45							2:30-2:45						
2:45-3:00							2:45-3:00						
3:00-3:15							3:00-3:15						
3:15-3:30							3:15-3:30						
3:30-3:45							3:30-3:45						
3:45-4:00							3:45-4:00						
4:00-4:15							4:00-4:15						
4:15-4:30							4:15-4:30						
4:30-4:45							4:30-4:45						
4:45-5:00							4:45-5:00						
5:00-5:15							5:00-5:15						
5:15-5:30							5:15-5:30						
5:30-5:45							5:30-5:45						
5:45-6:00							5:45-6:00						
6:00-6:15							6:00-6:15						
6:15-6:30							6:15-6:30						
6:30-6:45							6:30-6:45						
6:45-7:00							6:45-7:00						
7:00-7:15							7:00-7:15						
7:15-7:30							7:15-7:30						
7:30-7:45							7:30-7:45						
7:45-8:00							7:45-8:00						
8:00-8:15							8:00-8:15						
8:15-8:30							8:15-8:30						
8:30-8:45							8:30-8:45						
8:45-9:00							8:45-9:00						
9:00-9:15							9:00-9:15						
9:15-9:30							9:15-9:30						
9:30-9:45							9:30-9:45						
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10:30-10:45							10:30-10:45						
10:45-11:00							10:45-11:00						
11:00-11:15							11:00-11:15						
11:15-11:30							11:15-11:30						
11:30-11:45							11:30-11:45						
11:45-12:00							11:45-12:00						

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Trip Generation Data Form (Part 4)

Summary of Bicycle Volumes

	Average Weekday (M-F)			Saturday			Sunday		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
24-Hour Volume									
A.M. Peak Hour of Adjacent[1] Street Traffic (7 – 9) Time *(ex.: 7:15 - 8:15)*:									
P.M. Peak Hour of Adjacent[1] Street Traffic (4 – 6) Time:									
A.M. Peak Hour Generator[2] Time:									
P.M. Peak Hour Generator[2] Time:									
Peak Hour Generator[3] Time (Weekend):									

[1] Highest hourly volume between 7 a.m. and 9 a.m. (4 p.m. and 6 p.m.) as defined in Trip Generation Data Form (Part 2). Please specify the peak hour.
[2] Highest hourly volume during the a.m. or p.m. period. Please specify the peak hour.
[3] Highest hourly volume during the entire day. Please specify the peak hour. Please attach supplemental hourly volumes.
Please refer to the *Trip Generation User's Guide* for full definition of terms.

Summary of Pedestrian Volumes

	Average Weekday (M-F)			Saturday			Sunday		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
24-Hour Volume									
A.M. Peak Hour of Adjacent[1] Street Traffic (7 – 9) Time *(ex.: 7:15 - 8:15)*:									
P.M. Peak Hour of Adjacent[1] Street Traffic (4 – 6) Time:									
A.M. Peak Hour Generator[2] Time:									
P.M. Peak Hour Generator[2] Time:									
Peak Hour Generator[3] Time (Weekend):									

Survey conducted by: Name: _____

Organization: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____ E-mail: _____

Please return to: Institute of Transportation Engineers
Technical Projects Division
1099 14th Street, NW, Suite 300 West
Washington, DC 20005-3438 USA
Telephone: +1 202-289-0222
Fax: +1 202-289-7722
ITE on the Web: www.ite.org

JOSEPH W. SCHULKE, P.E.
JODAH B. BITTLE, P.E.
WILLIAM P. STODDARD, Ph.D., P.E.

SCHULKE, BITTLE & STODDARD, L.L.C.

CIVIL & STRUCTURAL ENGINEERING • LAND PLANNING • ENVIRONMENTAL PERMITTING

May 13, 2015

Rebecca Grohall
City of Fort Pierce
Planning Department
100 N. US 1
Fort Pierce, FL 34954

Re: Future Land Use Map Amendment
401, 411, 426, 500, 507, 509, 515 S. Indian River Drive, Ft. Pierce, FL
Parcel ID: 2401-808-0017-000-7; 2401-808-0019-000-1; 2401-808-0020-010-4; 2401-809-0001-000-5; 2401-809-0002-000-2; 2401-809-0004-000-6; and 2410-810-0001-000-9
Drainage Analysis

Dear Ms. Grohall:

Schulke, Bittle & Stoddard, LLC has reviewed the parcels described above in preparation of this Drainage Analysis as part of the application for Future Land Use Map Amendment.

The Future Land Use Map Amendment proposes changing the current land use from Office Professional (OP) to Central Business District (CBD). The zoning will remain Office Commercial (C1).

Current Future Land Use: Office Professional (OP):
Offices – Professional and Business Services (OP): The OP designation provides for office and limited commercial developments or horizontal and vertical mixed-use developments. Commercial uses that do not directly sell, store, or display goods, and generate limited auto trips are allowed within this district. Permitted uses allowed within this designation include limited convenience commercial uses, restaurants, and hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. Multifamily residences also allowed. This land use designation allows a maximum density of 18 dwelling units per acre and a maximum FAR of 1.0. Residential uses shall comprise up to 20% of the total floor area of the OP future land use designation.

Proposed Future Land Use: Central Business District (CBD):
Central Business District (CBD): The CBD designation mixed-use high-rise development and single-use or mixed-use development that includes ground floor office/retail beneath residential apartments and condominiums. The CBD is intended to provide higher density mixed-use development within downtown Fort Pierce. Uses within the CBD shall include residential (condominiums and apartments); office including artist work and sales space; retail including boutiques, cafes, and restaurants; fuel sales; hotels/motels; parks and recreation; governmental facilities; complementary parks and parking facilities. This land use designation allows a maximum density of 30 dwelling units per acre and a maximum FAR of 3.0. Key characteristics of CBD shall include:

- *Compact and intensive development pattern on a pedestrian scale;*
- *Buildings oriented to the street and define the streetscape and civic spaces;*

1717 INDIAN RIVER BLVD., SUITE 201, VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com
Certification of Authorization No: 00008668

- *Development design that encourages pedestrian-oriented activities with plazas, cafes, bookstores, and restaurants that draw a variety of people; Vertical and horizontal integration of residential and on-residential uses;*
- *Good connection to transit and pedestrian facilities;*
- *Public parks and open space areas within walking distance of development;*
- *Parking that is integrated into street design and buildings or places in separate structures; and wide sidewalks with appropriate pedestrian amenities.*

Residential uses shall comprise a minimum of 25% of the total floor area of the Central Business District future land use designation.

Current Zoning District:

Sec. 22-29. - Office Commercial Zone (C-1).

(a) Purpose. This commercial classification is intended primarily for uses involving business and institutional uses which do not involve the direct sale or display of goods, the production of goods or the storage or shipment of bulk or large volume materials. Convenience commercial facilities, restaurants and certain other uses are allowed when appropriate conditions and safeguards indicated in this section are fulfilled. Uses in this district should have good access to arterial or collector streets. This district is sometimes suitable for use as a buffer separating other commercial zones from residential districts.

Code requirements:

a. Lot coverage. Buildings shall not cover more than sixty (60) percent of the lot area.

b. Open space. No minimum requirements.

A stormwater management system is required to be designed in accordance with Sections 17-27 and 17-28 of the City of Fort Pierce Code of Ordinances and is required for all site plan application submittals. The proposed future land use will not require a change to the current zoning district and therefore, it will not have any increase in demand or adverse impact on the City of Fort Pierce public stormwater system.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Date: 5/13/15

William P. Stoddard, Ph.D., P.E.
FL. Reg. No. 57605
CA No. 00008668

Environmental Services, Inc.

ENVIRONMENTAL SITE ASSESSMENT

Prepared For:

Indian River Drive Properties:

401 S. Indian River Drive
411 S. Indian River Drive
426 S. Indian River Drive
500 S. Indian River Drive
507 S. Indian River Drive
509 S. Indian River Drive
519 S. Indian River Drive

Fort Pierce, Florida

Property Tax ID Numbers:

2410-808-0017-000-7
2410-808-0019-000-1
2410-808-0020-010-4
2410-809-0001-000-5
2410-809-0002-000-2
2410-809-0004-000-6
2410-810-0001-000-9

Prepared by:

DLS Environmental Services, Inc.
1901 SW Yellowtail Avenue
Port St. Lucie, Florida 34953
(772)215-3997
Fax: (772)879-4520
Email: danna@dlsenvironmentalservices.com

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FIGURES

Figure 1 Location Map
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APPENDICES

Appendix A Site Photographs

ENVIRONMENTAL SITE ASSESSMENT

1.0 LOCATION

An environmental assessment of the 401 S. Indian River Drive, 411 S. Indian River Drive, 426 S. Indian River Drive, 500 S. Indian River Drive, 507 S. Indian River Drive, 509 S. Indian River Drive, and 519 S. Indian River Drive was conducted by DLS Environmental Services, Inc. The project area associated with the seven parcels totals 3.27 acres which are located on the east and west side of South Indian River Drive in Fort Pierce in Section 10, Township 35 South, Range 40 East (***Figure 1 – Location Map***). Field data was collected on April 10, 2015. The following are the methodologies and results of the environmental assessment conducted at the project site.

2.0 SOILS

Project soils were mapped according to the *Soil Survey of St. Lucie County Area, Florida,* March 1981, United States Department of Agriculture, Soil Conservation Service. A copy of the Soil Survey Map depicting the project boundaries and soil type(s) is included as ***Figure 2***. The project site contained two soil mapping units. A general description of the soil types are as follows:

Arents, 0 to 5 percent slopes (4)

This soil consists of soil material dug from several areas that have different kinds of soil. It is used to fill such areas as low sloughs, marshes, shallow depressions, and swamps above their natural ground levels. Depth of fill material ranges from about 20 to 50 inches. Several kinds of mineral soils underlie the fill material. The water table in this Arents soil is between depths of 20 and 50 inches most of the year.

Paola Sand (28)

This nearly level to sloping soil is excessively drained. It is on high dune-like ridges and in undulating areas. Slopes are smooth to convex or concave. Included in this mapping layer of Paola soil are small areas of Astatula, St. Lucie, and Welaka Variant soils. This soil does not have a water table within a depth of 80 inches, and usually it is not within a depth of 120 inches annually and permeability is very rapid. Typical natural vegetative associations include sand pine, scrub live oak, rosemary, and cabbage palms.

3.0 HABITATS

3.1 GOPHER TORTOISE AND OTHER BURROW COMMENSALS

3.1.1 Objective

Conduct a systematic survey to locate gopher tortoises (*Gopherus polyphemus*), Florida mouse (*Podomys floridamus*), Florida gopher frogs (*Rana capito*), and eastern indigo snake (*Drymarchon corais couperi*) which may be present within the project area.

3.1.2 Methodology

Biologist followed the survey protocol as recommended in *Ecology and Habitat Protection Needs of Gopher Tortoise (Gopher polyphemus) Populations Found on Lands Slated for Large-scale Development in Florida;* Non-game Wildlife Program, Technical Report #5, Florida Game and Fresh Water Fish Commission (FGFWFG) [now known as FFWCC], Tallahassee, Florida, December 1987.

- Biologist conducted parallel transects 10 meters (32± feet) apart;
- Biologist conducted serpentine search patterns between the parallel transects;
- All gopher tortoise burrows located will be flagged as either active or inactive;
- All gopher tortoise burrows located will be assigned an identification number and recorded;
- Biologist will field locate all gopher tortoise burrows on a 1" = 100' scale aerial.
- Additional data and notes will be collected by biologists for the occurrence of the eastern indigo snake, Florida gopher frog, and the Florida mouse.

3.1.3 Conclusion

No gopher tortoise or other commensal species such as eastern indigo snake, Florida mouse, or Florida gopher frog were observed by the biologist during this environmental assessment.

3.2 PROTECTED SPECIES/WILDLIFE SURVEYS

3.2.1 Objective

Conduct a systematic survey for flora and fauna that may occur on-site and note the presence of any endangered, threatened and species of special concern as identified by Florida Fish and Wildlife Conservation Commission and the Florida Department of Agriculture and Consumer Services.

3.2.2 Methodology

Biologist used the following methodology to conduct wildlife/protected species surveys.

- Biologist conducted a survey on April 10, 2015;
- The survey meandered through the property however none of the property appeared to be suitable habitat for most protected species;
- Biologist recorded and noted sightings, tracks, scat, tree markings, nests, cavities, and burrows;

3.2.3 Conclusion

During the pedestrian survey, biologist did not observe any endangered, threatened, or species of special concern as identified by Florida Fish and Wildlife Conservation Commission and the Florida Department of Agriculture and Consumer Services. No tree markings, nests, cavities, or burrows (active or inactive) were observed. No scrub jays or red-cockaded woodpeckers were observed or called on-site. See **Table 1** for wildlife observed during the pedestrian transects. In addition, the habitat on-site was reviewed to determine the likelihood of occurrence for the following federal/state listed species:

Amphibians	
Gopher frog (*Rana capito*)	not likely
Reptiles	
American alligator (*Alligator mississipiensis)*	not likely
Eastern indigo snake (*Drymarchon corais couperi*)	not likely
Gopher tortoise (*Gopherus polyphemus*)	not likely
Birds	
Roseate spoonbill (*Ajaia ajaia)*	not likely
Florida scrub jay (*Aphelocoma coerulescens*)	not likely
Limpkin (*Aramus guarauna)*	not likely
Piping plover (*Charadrius melodus*)	not likely
Least tern (*Sterna antillarum*)	not likely
Little blue heron (*Egretta caerulea*)	not likely
Snowy egret (*Egretta thula*)	not likely
Snowy plover (*Charadrius nivosus*)	not likely
Tri-colored heron (*Egretta tricolor*)	not likely
White ibis (*Eudocimus albus*)	not likely
Peregrine falcon (*Falco peregrines*)	not likely
Southeastern American kestrel (*Falco sparverius paulus*)	not likely
Florida sandhill crane (*Grus Canadensis protensis*)	not likely
Bald eagle (*Haliaeetus leucocephalus*)	not likely
Wood stork (*Mycteria Americana*)	not likely

Osprey *(Pandion haliaetus*)	likely
Roseate tern (*Sterna dougallii dougallii*)	not likely
Snail kite (*Rostrhamus sociabilis plumbeus*)	not likely
Florida burrowing owl (*Athene cunicularia floridana*)	not likely

Mammals

Florida panther (*Felis concolor coryt*)	not likely
Florida mouse (*Podomys floridana*)	not likely
Sherman's fox squirrel (*Sciurus niger shermani*)	not likely

Vascular plants

Sea lavender (*Argusia gnaphalodes*)	not likely
Curtiss' milkweed (*Asclepias curtissii*)	not likely
Four-petal pawpaw (*Asimina tetramera*)	not likely
Sand-dune spurge (*Chamaesyce cumulicola*)	not likely
Hand fern (*Cheiroglossa palmata*)	not likely
Large-flowered rosemary (*Conradina grandiflora*)	not likely
Florida tree fern (*Ctenitis sloanei*)	not likely
Dollar orchid (*Encyclia boothiana var. erthonioides*)	not likely
Night-scented orchid (*Epidendrum nocturnum*)	not likely
Tropical ironwood (*Eugenia confusa*)	not likely
Coastal vervain (*Glandularia maritime*)	not likely
Beach jacquermontia (*Jacquemontio reclinata*)	not likely
Atlantic Coast Florida lantana (*Lantana depressa var floridana*)	not likely
Nodding pinweed (*Lechea cernua*)	not likely
Pine pinweed (*Lechea divaricata*)	not likely
Carter's large-flowered flax (*Linum carteri var sinallii*)	not likely
Burrowing four o'clock (*Okenia hypogaea*)	not likely
Dancing-lady orchid (*Oncidium bahamense*)	not likely
Terrestrial peperomia (*Peperomia humilis*)	not likely
Blunt-leaved peperomia (*Peperomia obstusifolia*)	not likely
Scrub bay (*Persea humilis*)	not likely
Tiny polygala (*Polygala smallii*)	not likely
Wild coco (*Pteroglossaspis ecristata*)	not likely
Green ladies'-tresses (*Spiranthes polyantha*)	not likely
Banded wild-pine (*Tillandsia flexuosa*)	not likely
Scentless vanilla (*Vanilla mexicana*)	not likely
Rain lily (*Zephyranthes simpsonii*)	not likely

Non-Vascular Plants

Perforate reindeer lichen (*Cladonia perforata*)	not likely

Table 1. Wildlife Observed on the Property During the Pedestrian Surveys

A. Birds

COMMON NAME	SCIENTIFIC NAME	PROTECTED SPECIES	
		STATE	FEDERAL
Blue jay	*Cyanocitta cristata*	----	----

B. Mammals – none observed

C. Reptiles – none observed

3.3 VEGETATION SURVEY (FLUCFCS)

3.3.1 Objective

To map vegetation on-site according to the Florida Land Use, Cover, and Forms Classification System.

3.2.2 Methodology

Biologist used the following methodology to conduct the vegetation survey.

- Biologist used the *Florida Land Use, Cover, and Forms Classification System: A Technical Report (FLUCFCS),* January 1999, State of Florida, Department of Transportation, Survey and Mapping, Geographic Mapping Section;
- Biologist based vegetative community descriptions on field surveys and Soil Conservation Service soil maps.
- Numerical community designations were carried to Level III, according to FLUCFCS.

3.2.3 Conclusion

The FLUCFCS map is depicted as ***Figure 3*** and contained the following community designations:

- ***133 – Multiple dwelling units, low rise***
  This property is currently a 4-unit apartment complex. There is a narrow strip of wetlands adjacent to the shoreline associated with this property which has been assigned a different FLUCFCS number appropriate to that community.

- ***143 – Professional services***
  This property is currently a mixed use with a residence and an attorney's office.

- ***191 – Undeveloped land in urban areas***
  It appears that the majority of the properties involved in this environmental assessment would fall into this category since there are no structures on most of them. The only remaining vegetation on these vacant parcels is mowed ground cover and some cabbage palms.

- ***193 – Urban land in transition***
  This property contains an asphalt parking lot however the future use is unknown.

- ***642 – Saltwater marshes***
  A narrow strip of property adjacent to the shoreline on the northern parcels contained cordgrass (*Spartina alterniflora*), three-square (*Scirpus americanus)*, and salt grass (*Distichlis spicata)*.

- ***540 – Bays and estuaries***
  The properties involved in this site assessment all have frontage on the Indian River. This location of the Indian River does support seagrasses.

3.4 JURISDICTIONAL WETLANDS

The project site was reviewed for potential wetlands based upon the methodologies identified in Chapter 62-340, Florida Administrative Code which consists of reviewing the area for vegetation, soils, and hydrologic indicators. Based upon this review, a strip of wetlands was identified adjacent to the shoreline on the northern parcels identified in this site assessment.

4.0 PREVIOUS IMPACTS

Based upon a review of aerials from 2000, all of the currently vacant properties within the project area had structures at that time. The majority of these structures appear to be residential except for the parcel at the southwest corner of Citrus and Indian River Drive. It appears that these structures were removed between 2007 and 2011 and the properties remain vacant.

5.0 SUMMARY

Based upon the historic use and the current use of these properties, the proposed change of the future land use from Office Professional (OP) to Central Business District (CBD) would not result in additional environmental impacts. The majority of the properties involved in this request are currently vacant uplands which were previously developed.

Any impacts to the wetland area or any proposed docking facilities would require authorizations from both the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers regardless of the land use assigned to the properties.

N

ST. LUCIE COUNTY

SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST

DLS Environmental Services, Inc.

1901 SW Yellowtail Avenue
Port Saint Lucie, FL 34953

Phone: 772-215-3997 Fax: 772-879-4520
www.dlsenvironmentalservices.com

Location Map

Indian River Drive Properties
South Indian River Drive
Fort Pierce, Florida

SCALE: N.T.S.		APRIL 2015	FIGURE 1

Source: http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx Viewed on April 12, 2015

SOILS:
ARENTS, 0 TO 5 PERCENT SLOPES (4)
PAOLA SAND (28)

DLS Environmental Services, Inc.
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Soils Map

Indian River Drive Properties
South Indian River Drive
Fort Pierce, Florida

SCALE: N.T.S.		APRIL 2015	FIGURE 2

FLUCFCS CODES:

MULTIPLE DWELLING UNITS, LOW RISE (133)
PROFESSIONAL SERVICES (143)
UNDEVELOPED LAND IN URBAN AREAS (191)
URBAN LAND IN TRANSITION (193)
SALTWATER MARSHES (642)
BAYS AND ESTUARIES (540)

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FLUCFCS Map

Indian River Drive Properties
South Indian River Drive
Fort Pierce, Florida

SCALE:			
N.T.S.		APRIL 2015	FIGURE 3

APPENDIX A
SITE PHOTOGRAPHS

Photo looking north at wetland area in the northeast corner of 401 S. Indian River Drive.
Mangroves in the background are off-site.

Photo looking south at strip of wetlands along shoreline of 401, 411, and 426 S. Indian River Drive.

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Photos of Site

Indian River Drive Properties
South Indian River Drive
Fort Pierce, Florida

SCALE:		APRIL 2015	

Photo looking south along area on east side of Indian River Drive for 500, 507, 509, and 519 S. Indian River Drive.

Photo showing bank and existing vegetation associated with 507, 509, and 519 S. Indian River Drive.

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Photos of Site

Indian River Drive Properties
South Indian River Drive
Fort Pierce, Florida

SCALE:		APRIL 2015	

Photo looking north along east side of Indian River Drive.

Photo of 519 S. Indian River Drive – law office and possibly residence.

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Photos of Site

Indian River Drive Properties
South Indian River Drive
Fort Pierce, Florida

SCALE:		APRIL 2015	

Photo looking at vacant parcels 500, 507, and 509 S. Indian River Drive.

Photo looking at vacant parcel with parking area at 401 S. Indian River Drive.

DLS Environmental Services, Inc.
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Port Saint Lucie, FL 34953

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Photos of Site

Indian River Drive Properties
South Indian River Drive
Fort Pierce, Florida

SCALE:		APRIL 2015	

JOSEPH W. SCHULKE, P.E.
JODAH B. BITTLE, P.E.
WILLIAM P. STODDARD, Ph.D., P.E.

SCHULKE, BITTLE & STODDARD, L.L.C.

CIVIL & STRUCTURAL ENGINEERING • LAND PLANNING • ENVIRONMENTAL PERMITTING

May 13, 2015

Rebecca Grohall
City of Fort Pierce
Planning Department
100 N. US 1
Fort Pierce, FL 34954

Re: Future Land Use Map Amendment
401, 411, 426, 500, 507, 509, 515 S. Indian River Drive, Ft. Pierce, FL
Parcel ID: 2401-808-0017-000-7; 2401-808-0019-000-1; 2401-808-0020-010-4; 2401-809-0001-000-5; 2401-809-0002-000-2; 2401-809-0004-000-6; and 2410-810-0001-000-9
Historical Report

Dear Ms. Grohall:

Schulke, Bittle & Stoddard, LLC has reviewed the following parcels in preparation of this Historical Report as part of the application for Future Land Use Map Amendment.

Property Information

Property Address	Parcel ID	Current Use	Year Built
401 S Indian River Dr	2401-808-0017-000-7	Vacant Land	N/A
411 S Indian River Dr	2401-808-0019-000-1	Vacant Land	N/A
426 S Indian River Dr	2401-808-0020-010-4	Multi-Family Residential	1977
500 S Indian River Dr	2401-809-0001-000-5	Vacant Land	N/A
507 S Indian River Dr	2401-809-0002-000-2	Vacant Land	N/A
509 S Indian River Dr	2401-809-0004-000-6	Vacant Land	N/A
515 S Indian River Dr	2410-810-0001-000-9	Single Family Residential/ Professional Office	1900

The two existing structures were constructed in 1977 and 1900. St. Lucie County Property Appraiser Records indicate permits have been issued by the City of Ft. Pierce Building Department for minor maintenance and repair items such as air conditioning and roofing, and also construction of accessory structures such as docks and fences. The two buildings at 426 and 515 S Indian River Dr are noncontributing structures although both sites are located within the River's Edge Historic District.

1717 INDIAN RIVER BLVD., SUITE 201, VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com
Certification of Authorization No: 00008668

If you have any questions or require additional information, please feel free to contact me.

Sincerely,
Date: 5/17/15

William P. Stoddard, Ph.D., P.E.
FL. Reg. No. 57605
CA No. 00008668

SUSAN E. O'ROURKE, P.E., Inc.

Traffic Engineering, Transportation Planning

TRAFFIC ANALYSIS

FOR

Indian River Drive LUPA

Prepared for:

Michael Abinanti
266 Park Drive
Palantine, IL 60067

Prepared by

Susan E. O'Rourke, P.E., Inc.
969 SE Federal Highway, Suite 402
Stuart, Florida 34994
772-781-7918

SR15013.0

Prepared by: Susan E. O'Rourke, P.E., Inc. Certificate of Authorization: #26869 969 SE Federal Highway, Suite 402 Stuart, Florida 34994 772-781-7918	Professional Engineer Susan E. O'Rourke, P.E. Date signed and sealed: 4/29/15 License #: 42684

969 SE Federal Highway
Suite 402
Stuart, FL 34994

772.781.7918

SEORourke@comcast.net

SUSAN E. O'ROURKE, P.E., Inc.

Traffic Engineering, Transportation Planning

April 29, 2015

Mr. Michael Abinanti
266 Park Drive
Palantine, IL 60067

Re: Indian River Drive, 8 lots LUPA

Dear Mr. Abinanti:

Susan E. O'Rourke, P.E., Inc. has completed the analysis of the proposed land use plan amendment from OP to CBD. The land use amendment affects 8 lots with a total of 3.87 acres east of Indian River Drive in Fort Pierce, Florida. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please give me a call.

Respectfully submitted,
Susan E. O'Rourke, P.E.

Registered Civil Engineer – Traffic

C 5.s.Indian River Drive 8lots report 4 18 15

969 SE Federal Highway
Suite 402
Stuart, FL 34994

772.781.7918

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APPENDIX

APPENDIX A: Traffic Counts and Level of Service Report Fall 2014 and 2013 Growth Rate Calculation
APPENDIX B 2035 Traffic Volumes and Roadway Network Data

INTRODUCTION

Susan E. O'Rourke, P.E., Inc. was retained to prepare a traffic analysis for the proposed land use amendment of 3.87 acres of land with a land use category of OP Professional and business office. The proposal is to change the land use to CBD which is Central Business District. The purpose of this report is to determine the impact on the surrounding roadway system associated with the change in land use. The following analytical steps were taken:

- summary of the project description; existing land use and proposed land use,
- summary of existing lane geometrics,
- assessment of the change in trip generation
- summary of 2020 traffic volumes
- summary of 2035 traffic volumes

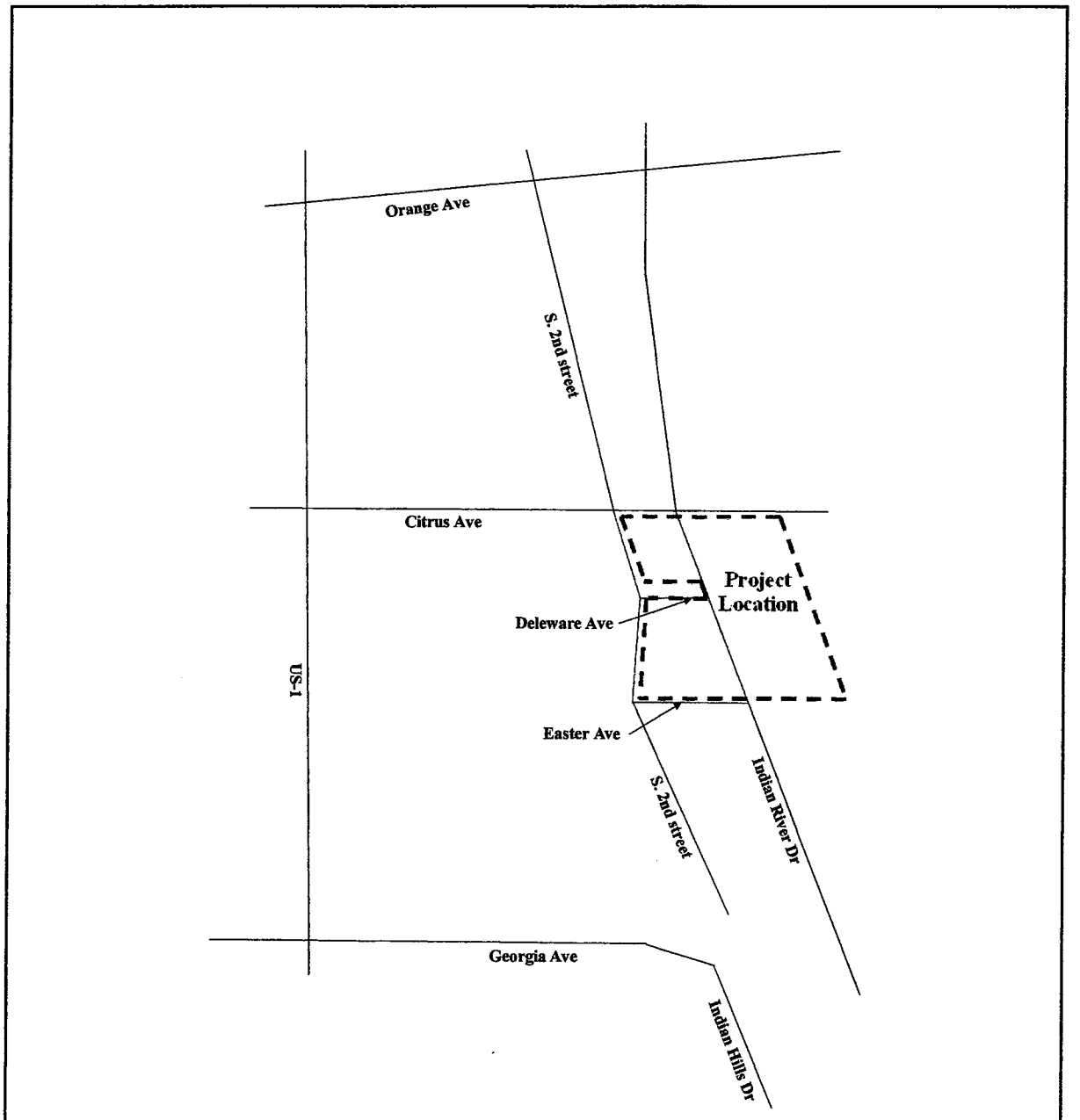
Each of these steps is outlined herein.

PROJECT DESCRIPTION

The proposed land use amendment involves 8 parcels of land located south of Citrus Avenue, North of Easter Avenue, east of 2nd Street to the Indian River. **Figure 1** shows the project's location.

The existing land use designation for the site is OP. OP allows for up to 20% of the land to be residential and an FAR (floor area ratio) of 1.0 for the site. The worst case would be to have all non-residential. Professional office of 168,577 square feet was assumed. The proposal is to change the land use to CBD. CBD allows all the land to be used as high density residential but a minimum of 25% of square footage must be residential. An FAR of 3.0 is allowed. However, given the proximity to the River and the constraints of parking and other site restrictions, it is unlikely that an FAR of 3.0 would be achieved. Therefore, a 2.0 FAR was used for this analysis. 252,866 square feet of professional office and 56 multi family dwelling units were assumed.

The analysis of the project impacts in the five year period and the long range scenario, 2035 are discussed herein.



NORTH
Not to Scale

LEGEND
General Project Boundary

FIGURE 1

Project Location

Indian River Drive

TRIP GENERATION

To estimate the trips generated by the existing future land use 168,577 square feet of office were assumed. ITE 9th edition, Land Use code 710 was applied to estimate the trips associated with the project. The trip generation for the land use under the existing future land use category is shown in **Table 1**.

For the proposed future land use, 56 multi- family units were assumed with 252,866 square feet of office on site. **Table 2** summarizes the trip generation associated with the proposed future land use.

The change in land use is the subject of the land use plan amendment. As shown in **Table 3**, there will be an increase of 3,033 daily trips, 137 AM peak hour trips and 125 PM peak hour trips.

LANE GEOMETRICS

The study area was reviewed to determine the existing number and type of lanes along the roadway. Each roadway is described below.

Indian River Drive is a two lane arterial with a north/ south alignment.

Citrus Avenue is a four lane divided east/west arterial.

2nd Street is a two lane collector with a north/south alignment.

US 1 is a four lane divided major arterial with a north/south alignment.

PROJECT ASSIGNMENT

The project traffic was distributed by general geographic direction and then assigned to the roadway network. This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations.

The project percent assignment is shown in **Figure 2.**

Table 4 shows the project percent impact on the study area network.

Table 1: Trip Generation- Existing Future Land Use

DAILY

Description	Land Use Code	Quantity	Daily Equation	Daily Trips	Internal %	Net Trips
Office	710	168,577	T= 32.2 (x)	5445	0	5445
Total		168577		5445		5445

AM

Description	Land Use Code	Quantity	AM Equation	AM Trips	% In	% Out	AM In	AM Out	Internal %	Net Trips	Net in	Net out
Office	710	168,577	Ln(t)=0.80+1.57	291	88	12	256	35	0	291	256	35
Total		168577		291			256	35		291	256	35

PM

Description	Land Use Code	Quantity	PM Equation	PM Trips	% In	% Out	PM In	PM Out	Internal %	Net Trips	Net in	Net out
Office	710	168,577	T=1.12(x)+78.45	267	17	83	45	222	0	267	45	222
Total		168577		267			45	222		267	45	222

Source: Trip Generation, 9th Edition

Table 2: Trip Generation- Proposed Future Land Use

DAILY

Description	Land Use Code	Quantity	Daily Equation	Daily Trips	Internal %	Net Trips
Office	710	252,866	T= 32.2 (x)	8168	0.47%	8129
Condo Units	230	56	Ln(t)=0.87Ln(x)+2.46	388	10%	349
Total				8556		8478

AM

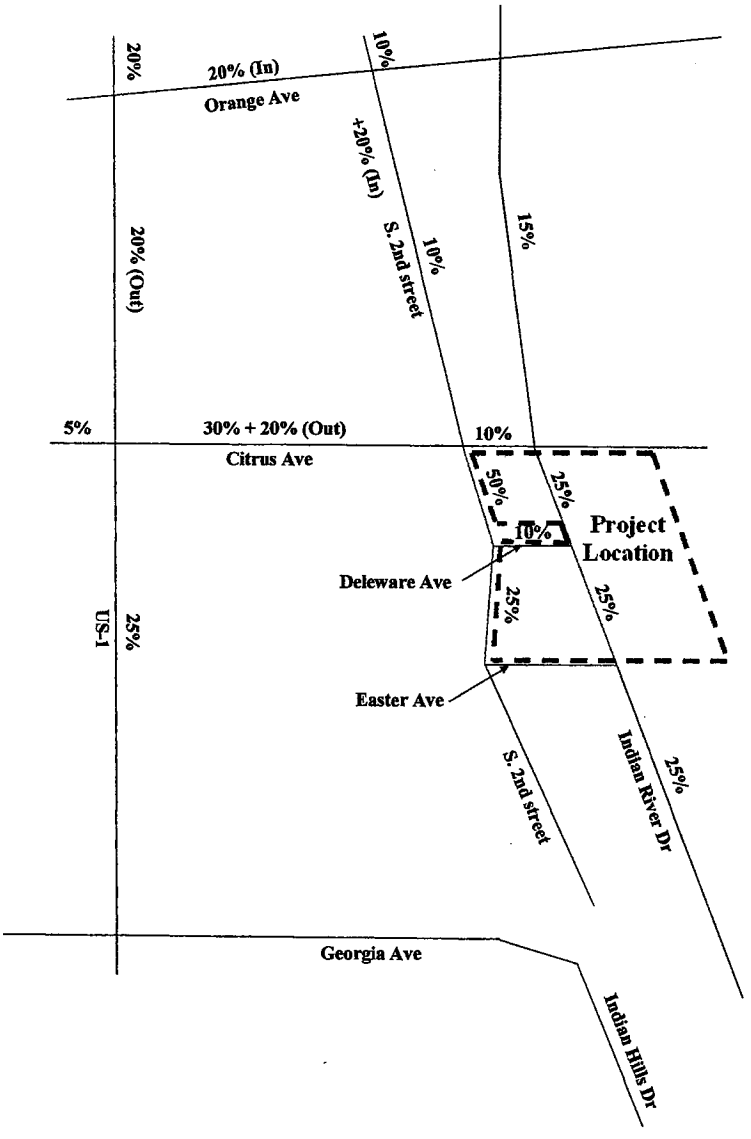
Description	Land Use Code	Quantity	AM Equation	AM Trips	% In	% Out	AM In	AM Out	Internal %	Net Trips	Net in	Net out
Office	710	252,866	Ln(t)=0.80+1.57	402	88	12	354	48	0.75%	399	351	48
Condo Units	230	56	Ln(t)=0.80+0.26	32	17	83	5	27	10%	29	5	24
Total				434			359	75		428	357	72

PM

Description	Land Use Code	Quantity	PM Equation	PM Trips	% In	% Out	PM In	PM Out	Internal %	Net Trips	Net in	Net out
Office	710	252,866	T=1.12(x)+78.45	362	17	83	61	301	1%	358	61	297
Condo Units	230	56	Ln(t)=0.82Ln(x)+0.32	37	67	33	25	12	10%	34	23	11
Total				399			86	313		392	84	308

Source: Trip Generation, 9th Edition

Table 3: Net Trips	Existing FLU	Proposed FLU	Difference
Daily	5445	8478	3033
AM Peak Hour Trips	291	428	137
PM Peak Hour Trips	267	392	125



NORTH
Not to Scale

LEGEND
General Project Boundary

FIGURE 2

Project Percent Assignment

Indian River Drive

TABLE 4: Project Percent Impact

Segment		To	Lanes	(1) Roadway Classification	>=3% or >= 1% Adjacent Link	(2) LOS D Capacity	Project Traffic	Project % of Capacity	Project Percent Assignment
Orange Ave	7th Street	US 1	2	State Interrupted Flow Class I	NO	17700	0	0.00%	0%
	US 1 (3)	2nd Street	4LD+	State Interrupted Flow Class I	NO	39800	303	0.76%	20%
	2nd Street	Indian River Drive	4LD	State Interrupted Flow Class I	NO	39800	0	0.00%	0%
Citrus Avenue	7th Street	US 1	4LD	State Interrupted Flow Class I	NO	39800	152	0.38%	5%
	(4)US 1	2nd Street	4LD	State Interrupted Flow Class I	Yes	39800	1213	3.05%	50%
	2nd Street	Indian River Drive	4LD	State Interrupted Flow Class I	NO	39800	303	0.76%	10%
US 1	Avenue A	Orange Avenue	4LD	State Interrupted Flow Class I	NO	39800	607	1.52%	20%
	(5)Orange Ave	Citrus Avenue	4LD	State Interrupted Flow Class I	NO	39800	303	0.76%	20%
	Citrus	Delaware	4LD	State Interrupted Flow Class I	NO	39800	758	1.91%	25%
2nd Street	North	Orange Avenue	2L	Non-State Interupted Flow ClassII	NO	13320	303	2.28%	10%
	(6)Orange Ave	Citrus Avenue	2L	Non-State Interupted Flow ClassII	Yes	13320	607	4.55%	30%
	Citrus Ave	Easter Avenue	2L	Non-State Interupted Flow ClassII	Yes	13320	1517	11.39%	50%
Indian River Drive	Avenue A	Orange	2L	State Interrupted Flow Class II	Yes	14800	455	3.07%	15%
	Orange Ave	Citrus Avenue	2L	State Interrupted Flow Class II	Yes	14800	455	3.07%	15%
	Citrus Ave	Easter Avenue	2L	State Interrupted Flow Class I	Yes	17700	758	4.28%	25%
	Easter Avenue	Savannah	2L	Uniterrupted Flow Highway	Yes	24200	758	3.13%	25%
	Savannah	South	2L	Uniterrupted Flow Highway	Yes	24200	607	2.51%	20%

1) St. Lucie County Comprehensive Plan Classification

2) FDOT 2012 Corresponding LOS

3) Inbound only

4) Inbound /outbound 30% plus 20% outbound

5) 20% Outbound Only

6) 10% plus 20% Inbound Only

Daily Trips In	1,517
Daily Trips Out	1,516
	1.010
	5
Total	3033

FUTURE TRAFFIC VOLUMES – 2020

Links where the project traffic has an impact of 3% or more were considered in the link analysis. Future traffic estimates were developed for those links. The 2013 and 2014 traffic volumes were taken from the TPO Traffic Counts and Level of Service Report Fall 2013 and 2014 to reflect existing conditions and grown to reflect the 2020 volumes before the project traffic was added. The growth rate is negative however, a 1% per year rate was used to project to 2020. The project traffic was then added to that volume to create the 2020 total traffic volumes.

Table 5 shows the link analysis for the total traffic conditions with the proposed land use plan amendment in place for 2020. As shown, all links will be operating at acceptable levels of service with the amendment in place.

Appendix A provides the TPO Traffic Counts and Level of Service Report 2013 and 2014 as well as the historic growth rate calculations.

FUTURE TRAFFIC – 2035 LINK ANALYSIS

The proposals to amend the comprehensive plan must demonstrate that the impacts created by the new project can be accommodated on the long range circulation plan that has been adopted for the existing future land use. To determine the impact created by the change in land use, the traffic volumes from the 2035 Long Range Transportation Plan were used.

Table 6 summarizes the 2035 volumes with the project traffic added. The total traffic volumes were compared to the capacity of the roadway under the 2035 conditions. As shown, all links will be operating at acceptable levels of service for the long range scenario with the amendment in place.

Appendix B contains the 2035 volumes and network data.

CONCLUSION

The proposed land use will result in an increase in trips of 3,033 daily trips.

On the links within the study area, there would be an increase in traffic associated with the land use plan amendment. However, the analysis has demonstrated that the roadway network will accommodate the change in land use.

Table 5 - Daily LINK ANALYSIS-2020

Segment	From	To	Lanes (both directions)	3% or Greater or 1% on Adjacent Link	2014 (1)	Years Grown	2020 + Growth	Existing FULA Trips	2020 Growth + Committed	LOS D Daily Capacity(FDOT Quality LOS 2012)	Project Volume	2020 Total Traffic	% Project of Capacity	Does Project Meet Concurrency?	Project Percent Assignment	LOS
Indian River Drive	Avenue A	Orange Ave	2	Yes	4680	6	4968	817	5785	14800	455	6240	3.07%	YES	15%	C
	Orange Ave	Citrus Ave	2	Yes	4524	6	4802	817	5619	14800	455	6074	3.07%	YES	15%	C
*	Citrus Ave	Easter Ave	2	Yes	4100	6	4352	1361	5713	17700	758	6472	4.28%	YES	25%	C
*	Easter Ave	Savannah Rd	2	Yes	4100	7	4396	1361	5757	24200	758	6515	3.13%	YES	25%	A
*	Savannah Rd	South	2	Yes	5369	7	5756	1089	6845	24200	607	7452	2.51%	YES	20%	B
Citrus Ave	US 1	2nd St	4LD	Yes	4020	6	4267	2723	6990	39800	1213	8203	3.05%	YES	50%	C
2nd Street	Orange Ave	Citrus Ave	2	Yes	2400	6	2548	1634	4181	13320	607	4788	4.55%	YES	30%	C
	Citrus Ave	Easter Ave	2	Yes	2400	6	2548	2723	5270	13320	1517	6787	11.39%	YES	50%	C

(1)St. Lucie County TPO 2014 ADT

*2014 Counts N/A on Indian River Drive south of Citrus Avenue; 2013 ADT used

	Net	Existing
Daily:	3033	5445
Growth	1.01	

∞ **Table 6 - Daily LINK ANALYSIS-2035**

Segment	From	To	Lanes (both directions)	3% or Greater or 1% on Adjacent Link	2035	Years Grown	2035 AADT	Existing FULA Trips	2035 PM Growth	LOS D Daily Capacity(FDOT Quality LOS 2012)	Project Volume	2035 Total Traffic	% Project of Capacity	Does Project Meet Concurrency?	Project Percent Assignment	LOS
Indian River Drive	Avenue A	Orange Ave	2	Yes	9548	0	9548	0	9548	14800	455	10003	3.07%	YES	15%	D
	Orange Ave	Citrus Ave	2	Yes	9548	0	9548	0	9548	14800	455	10003	3.07%	YES	15%	D
	Citrus Ave	Easter Ave	2	Yes	16556	0	16556	0	16556	17700	758	17314	4.28%	YES	25%	D
	Easter Ave	Savannah Rd	2	Yes	16556	0	16556	0	16556	24200	758	17314	3.13%	YES	25%	D
	Savannah Rd	South	2	Yes	15506	0	15506	0	15506	24200	607	16113	2.51%	YES	20%	C
Citrus Ave	US 1	2nd St	4LD	Yes	5108	0	5108	0	5108	39800	1213	6321	3.05%	YES	50%	C
2nd Street (1)	Orange Ave	Citrus Ave	2	Yes	2814	0	2814	0	2814	13320	607	3421	4.55%	YES	30%	C
	Citrus Ave	Easter Ave	2	Yes	2814	0	2814	0	2814	13320	1517	4331	11.39%	YES	50%	C

2035 Traffic Volumes

Note: The Future Volumes assume EFLU volumes are included.

(1) 2035 Volume Estimated based on 2014 Volume grown to 2035 w/ 1% growth

	Net	Existing
Daily	3033	5445

APPENDIX A

2013 and 2014 Traffic Counts and Level of Service Report Fall Growth Rate Calculation

St. Lucie Transportation Planning Organization

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Traffic Counts and Level of Service Report
Fall 2013

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
GLADES CUT-OFF RD	RANGE LINE RD to 0.6 MILE EAST OF RESERVE BL...	1,800	1,120	135	B	0.321	153	B	0.364
GLADES CUT-OFF RD	RESERVE BLVD to COMMERCE CENTER DR	2,900	1,120	393	B	0.936	341	B	0.812
GLADES CUT-OFF RD	MARTIN COUNTY LINE to RANGE LINE RD	1,800	430	135	B	0.563	153	B	0.638
GLADES CUT-OFF RD	COMMERCE CENTER DR to MIDWAY RD	1,783	830	135	B	0.281	123	B	0.256
GLADES CUT-OFF RD	MIDWAY RD to JENKINS RD	6,000	830	401	B	0.835	358	B	0.746
GLADES CUT-OFF RD	JENKINS RD to SELVITZ RD	4,800	830	294	B	0.613	266	B	0.554
GRAHAM RD	KINGS HWY to JENKINS RD	2,800	460	219	B	0.811	175	B	0.648
GREEN RIVER PKWY	BERKSHIRE BLVD to MARIPOSA AVE	3,451	1,140	240	B	0.600	219	B	0.548
GREEN RIVER PKWY	MARIPOSA AVE to MELALEUCA	3,451	1,140	240	B	0.600	219	B	0.548
GREEN RIVER PKWY	MELALEUCA to WALTON RD	3,451	1,140	240	B	0.600	219	B	0.548
HARTMAN RD	OKEECHOBEE RD to PETERSON RD	4,800	790	302	B	0.657	297	B	0.646
HARTMAN RD	PETERSON RD to DELAWARE AVE	4,800	630	302	B	0.816	297	B	0.803
HARTMAN RD	DELAWARE AVE to ORANGE AVE	4,800	770	302	C	0.570	297	C	0.560
HEADER CANAL RD	OKEECHOBEE RD to ORANGE AVE	447	740	32	B	0.133	29	B	0.121
HILLMOOR DR	TIFFANY AVE to LENNARD RD	3,600	600	229	B	0.654	269	B	0.769
INDIAN RIVER DR	MARTIN COUNTY LINE to WALTON RD	5,400	1,140	326	B	0.815	357	B	0.893
INDIAN RIVER DR	WALTON RD to MIDWAY RD	3,800	1,140	297	B	0.743	298	B	0.745
INDIAN RIVER DR	MIDWAY RD to SAVANNAH RD	5,369	1,140	465	C	0.581	484	C	0.605
INDIAN RIVER DR	SAVANNAH RD to CITRUS AVE	4,100	1,140	366	B	0.915	383	B	0.958
INDIAN RIVER DR	CITRUS AVE to ORANGE AVE	4,423	730	263	C	0.526	301	C	0.602
INDIAN RIVER DR	ORANGE AVE to AVENUE A	4,639	790	271	B	0.589	264	B	0.574
INDIAN RIVER DR	AVENUE D to SEAWAY DR	5,876	600	343	D	0.572	404	D	0.673
INDIAN RIVER DR	AVENUE A to AVENUE D	5,876	630	343	B	0.927	404	C	0.685
INDRIO RD	3 MILES WEST OF I-95 to INTERSTATE 95 - WEST...	1,318	1,120	96	B	0.229	104	B	0.248
INDRIO RD	INTERSTATE 95 - WEST RAMPS to INTERSTATE 95 ...	1,318	3,130	96	B	0.057	104	B	0.062
INDRIO RD	INTERSTATE 95 - EAST RAMPS to KOBLEGARD RD	10,129	3,130	579	B	0.347	609	B	0.365
INDRIO RD	KOBLEGARD RD to JOHNSTON RD	10,129	640	579	C	0.965	609	D	0.952
INDRIO RD	JOHNSTON RD to EMERSON RD	10,129	800	579	C	0.772	609	C	0.812
INDRIO RD	EMERSON RD to KINGS HWY	9,745	840	587	C	0.743	494	C	0.625

* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic

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Traffic Counts and Level of Service Report
Fall 2014

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
2ND ST	CITRUS AVE to ORANGE AVE	2,400	510	211	C	0.844	173	C	0.692
2ND ST	ORANGE AVE to AVENUE A	2,000	510	122	C	0.488	123	C	0.492
7TH ST	SUNRISE BLVD to GEORGIA AVE	584	510	41	C	0.164	41	C	0.164
7TH ST	GEORGIA AVE to DELAWARE AVE	1,209	710	72	C	0.206	85	C	0.243
7TH ST	DELAWARE AVE to CITRUS AVE	2,168	710	118	C	0.337	116	C	0.331
7TH ST	CITRUS AVE to ORANGE AVE	2,168	640	118	C	0.369	116	C	0.363
7TH ST	ORANGE AVE to AVENUE C	3,700	640	194	C	0.606	202	C	0.631
7TH ST	AVENUE C to AE BACKUS AVE	3,700	510	194	C	0.776	202	C	0.808
7TH ST	AE BACKUS AVE to AVENUE D	3,700	640	194	C	0.606	202	C	0.631
7TH ST	AVENUE D to AVENUE H	1,700	640	108	C	0.338	107	C	0.334
10TH ST	DELAWARE AVE to ORANGE AVE	150	510	11	C	0.044	14	C	0.056
10TH ST	ORANGE AVE to AVENUE C	150	510	11	C	0.044	14	C	0.056
10TH ST	AVENUE C to AVENUE D	150	510	11	C	0.044	14	C	0.056
13TH ST	VIRGINIA AVE to NEBRASKA AVE	6,937	640	405	D	0.633	367	D	0.573
13TH ST	NEBRASKA AVE to GEORGIA AVE	6,937	710	405	D	0.570	367	D	0.517
13TH ST	GEORGIA AVE to DELAWARE AVE	5,100	640	269	C	0.841	269	C	0.841
13TH ST	DELAWARE AVE to ORANGE AVE	4,400	640	315	C	0.984	308	C	0.963
13TH ST	ORANGE AVE to AVENUE B	3,400	640	190	C	0.594	191	C	0.597
13TH ST	AVENUE B to AVENUE D	3,400	640	190	C	0.594	191	C	0.597
13TH ST	AVENUE D to AVENUE H	3,600	640	204	C	0.638	194	C	0.606
13TH ST	AVENUE H to AVENUE I	3,600	510	204	C	0.816	194	C	0.776
13TH ST	AVENUE I to AVENUE O	3,600	510	204	C	0.816	194	C	0.776
13TH ST	AVENUE O to AVENUE Q	3,600	510	204	C	0.816	194	C	0.776
17TH ST	GEORGIA AVE to DELAWARE AVE	2,533	510	139	C	0.556	133	C	0.532
17TH ST	DELAWARE AVE to ORANGE AVE	6,500	710	305	C	0.871	297	C	0.849
17TH ST	ORANGE AVE to AVENUE D	3,367	640	168	C	0.525	166	C	0.519
17TH ST	AVENUE D to AVENUE Q	3,367	640	168	C	0.525	166	C	0.519
25TH ST	MIDWAY RD to BELL AVE	16,311	2,100	1,169	C	0.582	1,090	C	0.542

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				Volume	LOS	V/C	Volume	LOS	V/C
CAMEO BLVD	PORT ST LUICE BLVD to CALIFORNIA BLVD	4,600	640	299	C	0.934	286	C	0.894
CAMEO BLVD	CALIFORNIA BLVD to CROSSTOWN PKWY	7,633	710	528	D	0.744	448	D	0.631
CAMPBELL RD	PICOS RD to ORANGE AVE	600	510	44	C	0.176	39	C	0.156
CANE SLOUGH RD	US 1 to LENNARD RD	9,178	1,540	510	C	0.739	528	C	0.765
CITRUS AVE	7TH ST to US 1	900	680	129	C	0.391	129	C	0.391
CITRUS AVE	US 1 to 2ND ST	4,020	710	239	C	0.683	244	C	0.697
CITRUS AVE	2ND ST to INDIAN RIVER DR	3,050	510	166	C	0.664	172	C	0.688
COMMUNITY BLVD	WESTCLIFFE LN to TRADITION PKWY	3,300	1,470	233	C	0.353	209	C	0.317
COMMERCE CENTER DR	CROSSTOWN PKWY to ST LUCIE WEST BLVD	2,600	1,540	162	C	0.235	143	C	0.207
COMMERCE CENTER DR	ST LUCIE WEST BLVD to GLADES CUT-OFF RD	4,400	510	233	C	0.932	261	D	0.512
CORTEZ BLVD	35TH ST to 25TH ST	4,300	640	0	B	0.000	0	B	0.000
CORTEZ BLVD	25TH ST to SUNRISE BLVD	2,400	640	159	C	0.497	148	C	0.463
COUNTRY CLUB DR	ST LUCIE WEST BLVD to CALIFORNIA BLVD	6,000	1,540	336	C	0.487	318	C	0.461
CROSSTOWN PKWY	COMMERCE CENTER DR to I-95	10,167	2,850	589	C	0.212	559	C	0.201
CROSSTOWN PKWY	I-95 to CALIFORNIA BLVD	14,333	2,850	899	C	0.323	868	C	0.312
CROSSTOWN PKWY	CALIFORNIA BLVD to CASHMERE BLVD	12,667	2,850	692	C	0.249	620	C	0.223
CROSSTOWN PKWY	CASHMERE BLVD to CAMEO BLVD	14,500	2,850	743	C	0.267	677	C	0.244
CROSSTOWN PKWY	CAMEO BLVD to BAYSHORE BLVD	16,667	2,850	779	C	0.280	792	C	0.285
CROSSTOWN PKWY	BAYSHORE BLVD to AIROSO BLVD	10,500	2,850	550	C	0.198	533	C	0.192
CROSSTOWN PKWY	AIROSO BLVD to SANDIA DR	7,233	2,850	410	C	0.147	406	C	0.146
CROSSTOWN PKWY	SANDIA DR to MANTH LN	5,333	830	269	C	0.345	292	C	0.374
CROSSTOWN PKWY	MANTH LN to FLORESTA DR	4,567	510	259	D	0.508	242	C	0.968
CROSSROADS PKWY	OKEECHOBEE RD to KINGS HWY	1,300	710	81	C	0.231	74	C	0.211
DARWIN BLVD	BECKER RD to PAAR DR	5,080	590	462	C	0.825	407	C	0.727
DARWIN BLVD	PAAR DR to TULIP BLVD	5,080	830	462	C	0.592	407	C	0.522
DARWIN BLVD	TULIP BLVD to PORT ST LUCIE BLVD	13,000	830	653	C	0.837	667	C	0.855
DEL RIO BLVD	PORT ST LUCIE BLVD to CALIFORNIA BLVD	10,000	830	605	C	0.776	544	C	0.697
DEL RIO BLVD	CALIFORNIA BLVD to CASHMERE BLVD	3,567	750	202	C	0.285	218	C	0.307
DEL RIO BLVD	CASHMERE BLVD to CALIFORNIA BLVD	4,300	750	237	C	0.334	277	C	0.390

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Fall 2014

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				Volume	LOS	V/C	Volume	LOS	V/C
I-95	DRANGE AVE to INDRID RD	40,869	7,320	1,966	B	0.437	1,809	B	0.402
INDIAN RIVER DR	CITRUS AVE to DRANGE AVE	4,524	640	269	C	0.841	308	C	0.963
INDIAN RIVER DR	DRANGE AVE to AVENUE A	4,680	640	273	C	0.853	266	C	0.831
INDIAN RIVER DR	AVENUE D to SEAWAY DR	5,792	710	338	C	0.966	398	D	0.561
INDIAN RIVER DR	AVENUE A to AVENUE D	5,792	510	338	D	0.663	398	D	0.780
INDRID RD	PRIVATE RD to I-95 W RAMP	1,056	810	77	B	0.257	83	B	0.277
INDRID RD	I-95 W RAMP to I-95 E RAMP	1,056	3,240	77	B	0.043	83	B	0.046
INDRID RD	I-95 E RAMP to KDBLEGARD RD	9,713	3,240	555	B	0.307	584	B	0.323
INDRID RD	KOBLEGARD RD to JOHNSTDN RD	9,713	660	555	C	0.895	584	C	0.942
INDRID RD	JDHNSTDN RD to EMERSDN AVE	9,713	840	555	C	0.703	584	C	0.739
INDRID RD	EMERSDN RD to SEMINDLE RD	9,247	920	557	C	0.640	469	C	0.539
INDRID RD	SEMINDLE RD to KINGS HWY	9,247	790	557	D	0.705	469	D	0.594
INDRID RD	KINGS HWY to SLASH PINE TRL	5,525	710	377	D	0.531	357	D	0.503
INDRID RD	SLASH PINE TRL to US 1	5,525	830	377	C	0.483	357	C	0.458
INDRID RD	US 1 to DLD DIXIE HWY	900	640	61	C	0.191	76	C	0.238
JENNINGS RD	US 1 to LENNARD RD	3,833	1,890	308	C	0.171	221	C	0.123
JENKINS RD	EDWARDS RD to DKEECHDBEE RD	7,179	750	360	C	0.507	367	C	0.517
JENKINS RD	DKEECHDBEE RD to GRAHAM RD	9,848	830	592	C	0.759	521	C	0.668
JENKINS RD	GRAHAM RD to PETERSDN RD	9,848	590	592	F	1.003	521	C	0.930
JENKINS RD	PETERSDN RD to ORANGE AVE	9,848	830	592	C	0.759	521	C	0.668
JDHNSTDN RD	ANGLE RD to L20	2,100	800	151	B	0.539	122	B	0.436
JDHNSTDN RD	L20 to MEADDWDDD DR	1,800	1,020	123	B	0.342	116	B	0.322
JDHNSTDN RD	MEADDWDOD DR to DLD JDHNSTDN RD	1,800	800	123	B	0.439	116	B	0.414
JDHNSTDN RD	DLD JDHNSTDN RD to INDRID RD	1,800	800	123	B	0.439	116	B	0.414
JOHNSTON RD	INDRID RD to RUSSDS RD	6,674	800	428	C	0.751	432	C	0.758
JDHNSTDN RD	RUSSOS RD to INDIAN RIVER C.L.	6,674	800	428	C	0.751	432	C	0.758
JUANITA AVE	53RD ST to 25TH ST	2,200	640	127	C	0.397	135	C	0.422
JUANITA AVE	25TH ST to US 1	3,300	640	223	C	0.697	202	C	0.631
KEEN RD	ANGLE RD to JUANITA AVE	2,566	590	220	C	0.393	225	C	0.402

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				Volume	LOS	V/C	Volume	LOS	V/C
ORANGE AVE	KINGS HWY to I-95	18,209	0	784	C	0.390	790	C	0.393
ORANGE AVE	I-95 to JENKINS RD	13,335	0	916	C	0.456	861	C	0.428
ORANGE AVE	JENKINS RD to HARTMAN RD	12,597	0	678	C	0.337	631	C	0.314
ORANGE AVE	HARTMAN RD to ANGLE RD	12,597	0	678	C	0.337	631	C	0.314
ORANGE AVE	ANGLE RD to 25TH ST	12,251	1,710	965	D	0.564	1,123	D	0.657
ORANGE AVE	25TH ST to 17TH ST	13,066	1,630	683	C	0.936	749	D	0.460
ORANGE AVE	17TH ST to 13TH ST	13,066	1,710	683	C	0.887	749	C	0.973
ORANGE AVE	13TH ST to 10TH ST	13,066	350	683	D	0.962	749	E	0.986
ORANGE AVE	10TH ST to 7TH ST	7,816	280	395	D	0.705	454	D	0.811
ORANGE AVE	7TH ST to US 1	6,904	280	440	D	0.786	391	D	0.698
ORANGE AVE	US 1 to 2ND ST	3,109	250	198	C	0.792	193	C	0.772
ORANGE AVE	2ND ST to INDIAN RIVER DR	3,109	320	198	C	0.619	193	C	0.603
PARR DR	PORT ST LUCIE BLVD to DARWIN BLVD	927	590	69	C	0.123	66	C	0.118
PARR DR	DARWIN BLVD to TULIP BLVD	1,800	510	121	C	0.484	110	C	0.440
PARR DR	SAVONA BLVD to PORT ST LUCIE BLVD	927	590	69	C	0.123	66	C	0.118
PARR DR	ROSSER BLVD to SAVONA BLVD	927	590	69	C	0.123	66	C	0.118
PEACOCK BLVD	CALIFORNIA BLVD to CASHMERE BLVD	3,300	590	280	C	0.500	236	C	0.421
PEACOCK BLVD	UNIVERSITY BLVD to CALIFORNIA BLVD	7,867	830	609	C	0.781	502	C	0.644
PEACOCK BLVD	ST LUCIE WEST BLVD to UNIVERSITY BLVD	18,400	1,890	0	B	0.000	0	B	0.000
PETERSON RD	BENT CREEK DR to HARTMAN RD	1,400	510	102	C	0.408	132	C	0.528
PICOS RD	CAMPBELL RD to KINGS HWY	1,400	510	99	C	0.396	93	C	0.372
PORT ST LUCIE BLVD	MARTIN C.L. to BECKER RD	9,300	830	0	B	0.000	0	B	0.000
PORT ST LUCIE BLVD	BECKER RD to PAAR DR	9,300	830	0	B	0.000	0	B	0.000
PORT ST LUCIE BLVD	PAAR DR to TULIP BLVD	9,300	590	0	B	0.000	0	B	0.000
PORT ST LUCIE BLVD	TULIP BLVD to DARWIN BLVD	9,300	830	0	B	0.000	0	B	0.000
PORT ST LUCIE BLVD	DARWIN BLVD to GATLIN BLVD	29,000	2,720	1,703	C	0.643	1,507	C	0.569
PORT ST LUCIE BLVD	GATLIN BLVD to DEL RIO BLVD	38,500	2,850	2,395	C	0.862	2,128	C	0.765
PORT ST LUCIE BLVD	DEL RIO BLVD to CAMEO BLVD	48,065	2,850	3,214	F	1.128	2,917	F	1.024
PORT ST LUCIE BLVD	CAMEO BLVD to FLORIDA'S TURNPIKE	48,065	2,720	3,214	F	1.182	2,917	F	1.072

* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
Fall 2014

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
US 1	S OF SAEGER AVE to EASY ST	30,989	3,170	1,515	C	0.490	1,372	C	0.444
US 1	EASY ST to MIDWAY RD	29,394	3,170	1,370	C	0.443	1,332	C	0.431
US 1	MIDWAY RD to WEATHERBEE RD	29,824	2,100	1,401	C	0.697	1,418	C	0.705
US 1	WEATHERBEE RD to FARMER'S MARKET RD	29,824	2,000	1,401	C	0.734	1,418	C	0.742
US 1	FARMER'S MARKET RD to EDWARDS RD	29,824	2,000	1,401	C	0.734	1,418	C	0.742
US 1	EDWARDS RD to SAVANNAH RD	30,490	2,000	1,397	C	0.731	1,370	C	0.717
US 1	GARDENIA AVE to VIRGINIA AVE	30,490	2,000	1,397	C	0.731	1,370	C	0.717
US 1	SAVANNAH RD to GARDENIA AVE	30,490	2,000	1,397	C	0.731	1,370	C	0.717
US 1	VIRGINIA AVE to OHIO AVE	27,870	2,000	1,342	C	0.703	1,352	C	0.708
US 1	OHIO AVE to GEORGIA AVE	27,870	1,630	1,342	D	0.823	1,352	D	0.829
US 1	GEORGIA AVE to DELAWARE AVE	24,720	1,630	1,275	D	0.782	1,218	D	0.747
US 1	DELAWARE AVE to CITRUS AVE	25,675	1,630	1,301	D	0.798	1,267	D	0.777
US 1	CITRUS AVE to ORANGE AVE	24,421	1,630	1,216	D	0.746	1,096	D	0.672
US 1	ORANGE AVE to AVENUE A	25,675	1,630	1,301	D	0.798	1,267	D	0.777
US 1	AVENUE A to AE BACKUS AVE	25,675	1,630	1,301	D	0.798	1,267	D	0.777
US 1	AE BACKUS AVE to AVENUE D	25,675	1,630	1,301	D	0.798	1,267	D	0.777
US 1	AVENUE D to SR A1A SOUTH	25,675	1,630	1,301	D	0.798	1,267	D	0.777
US 1	SR A1A SOUTH to AVENUE H	28,000	2,100	1,496	C	0.744	1,378	C	0.686
US 1	AVENUE H to OLD DIXIE HWY	28,000	2,000	1,496	C	0.783	1,378	C	0.721
US 1	OLD DIXIE HWY to AVENUE O	23,190	2,000	1,610	C	0.843	1,258	C	0.659
US 1	AVENUE O to SR A1A NORTH	23,190	2,100	1,610	C	0.801	1,258	C	0.626
US 1	SR A1A NORTH to JUANITA AVE	15,177	2,100	911	C	0.453	729	C	0.363
US 1	JUANITA AVE to ST LUCIE BLVD	15,177	2,100	911	C	0.453	729	C	0.363
US 1	ST LUCIE BLVD to 25TH ST	15,795	2,100	940	C	0.468	902	C	0.449
US 1	25TH ST to INDRIO RD	15,795	2,100	940	C	0.468	902	C	0.449
US 1	INDRIO RD to TURNPIKE FEEDER RD	18,319	2,100	997	C	0.496	991	C	0.493
US 1	TURNPIKE FEEDER RD to INDIAN RIVER C.L.	18,319	2,100	997	C	0.496	991	C	0.493
VETERANS MEMORIAL PKWY	PORT ST LUCIE BLVD to LYNGATE DR	16,500	1,890	1,080	C	0.600	1,027	C	0.571
VETERANS MEMORIAL PKWY	LYNGATE DR to US 1	13,500	1,890	804	C	0.447	780	C	0.433

*. Volumes shown were adjusted using FDOT Seasonal Factors

*. AADT = Annual Average Daily Traffic

Historical Growth Calculation

Roadway	From	To	2008	2013	Growth
Indian River Drive	Savannah	Citrus	4720	4100	0.87
	Citrus	Orange	5333	4423	0.83
	Orange	Ave A	5102	4639	0.91
Orange Ave	25th St	US 1	7514	7175	0.95
US 1	Delaware	Citrus	31419	27451	0.87
	Citrus	Orange	29995	22239	0.74
Citrus	US 1	2nd St	5607	3237	0.58
Total			91698	75277	0.82
					-1.04

APPENDIX B
2035 Traffic Volumes and Roadway Network Data

TABLE 1

Generalized **Annual Average Daily** Volumes for Florida's **Urbanized Areas**

12/18/12

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
2	Undivided	*	16,800	17,700	**
4	Divided	*	37,900	39,800	**
6	Divided	*	58,400	59,900	**
8	Divided	*	78,800	80,100	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
2	Undivided	*	7,300	14,800	15,600
4	Divided	*	14,500	32,400	33,800
6	Divided	*	23,300	50,000	50,900
8	Divided	*	32,000	67,300	68,100

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
2	Divided	Yes	No	+5%
2	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment

Multiply the corresponding two-directional volumes in this table by 0.6

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Core Urbanized

Lanes	B	C	D	E
4	47,400	64,000	77,900	84,600
6	69,900	95,200	116,600	130,600
8	92,500	126,400	154,300	176,600
10	115,100	159,700	194,500	222,700
12	162,400	216,700	256,600	268,900

Urbanized

Lanes	B	C	D	E
4	45,800	61,500	74,400	79,900
6	68,100	93,000	111,800	123,300
8	91,500	123,500	148,700	166,800
10	114,800	156,000	187,100	210,300

Freeway Adjustments

Auxiliary Lanes Present in Both Directions	Ramp Metering
+ 20,000	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
2	Undivided	8,600	17,000	24,200	33,300
4	Divided	36,700	51,800	65,600	72,600
6	Divided	55,000	77,700	98,300	108,800

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
2	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

BICYCLE MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	2,900	7,600	19,700
50-84%	2,100	6,700	19,700	>19,700
85-100%	9,300	19,700	>19,700	**

PEDESTRIAN MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	2,800	9,500
50-84%	*	1,600	8,700	15,800
85-100%	3,800	10,700	17,400	>19,700

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

[1] Values shown are presented as two-way annual average daily volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the Highway Capacity Manual and the Transit Capacity and Quality of Service Manual.

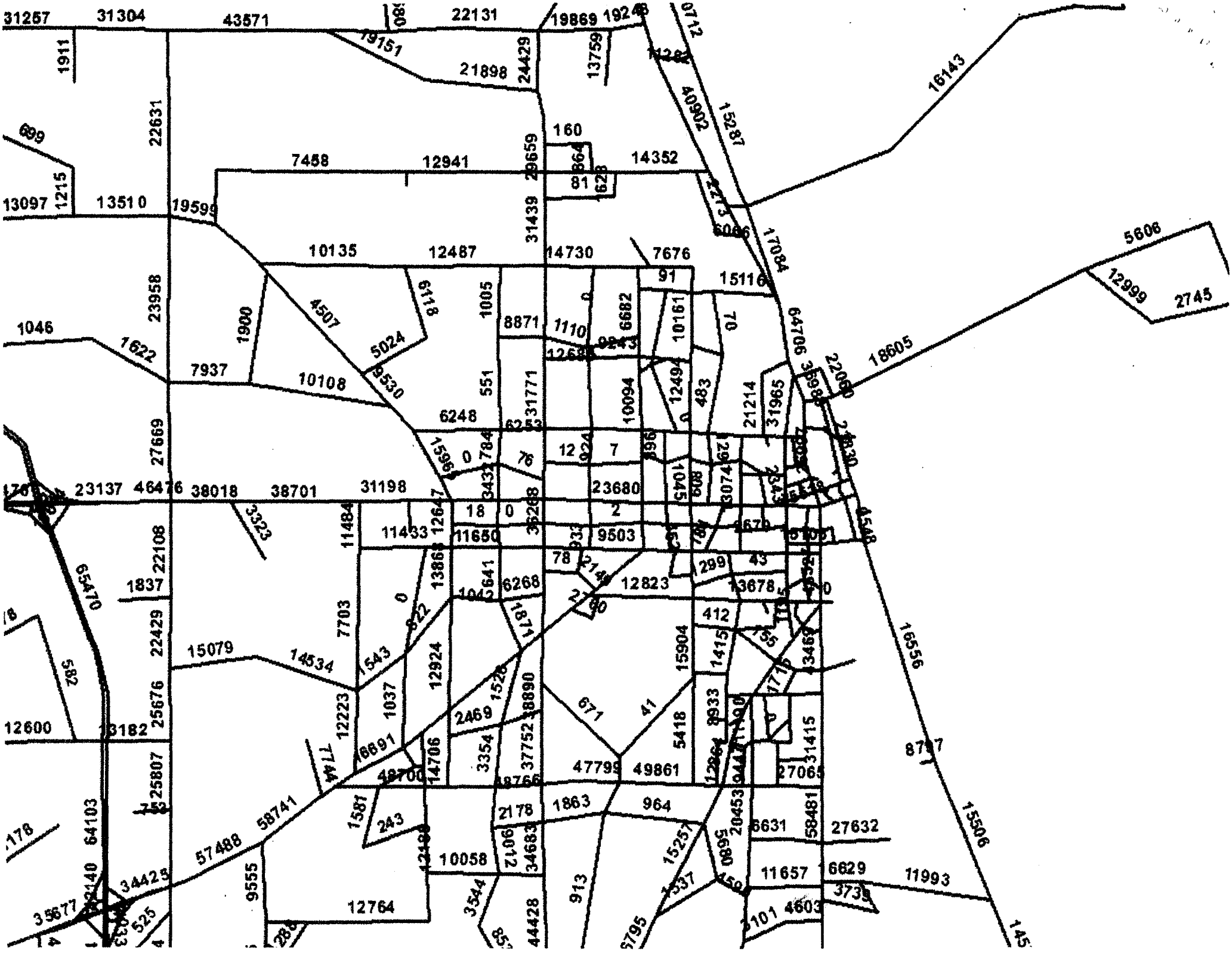
[2] Level of service for the bicycle and pedestrian modes in this table is based on number of motorized vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

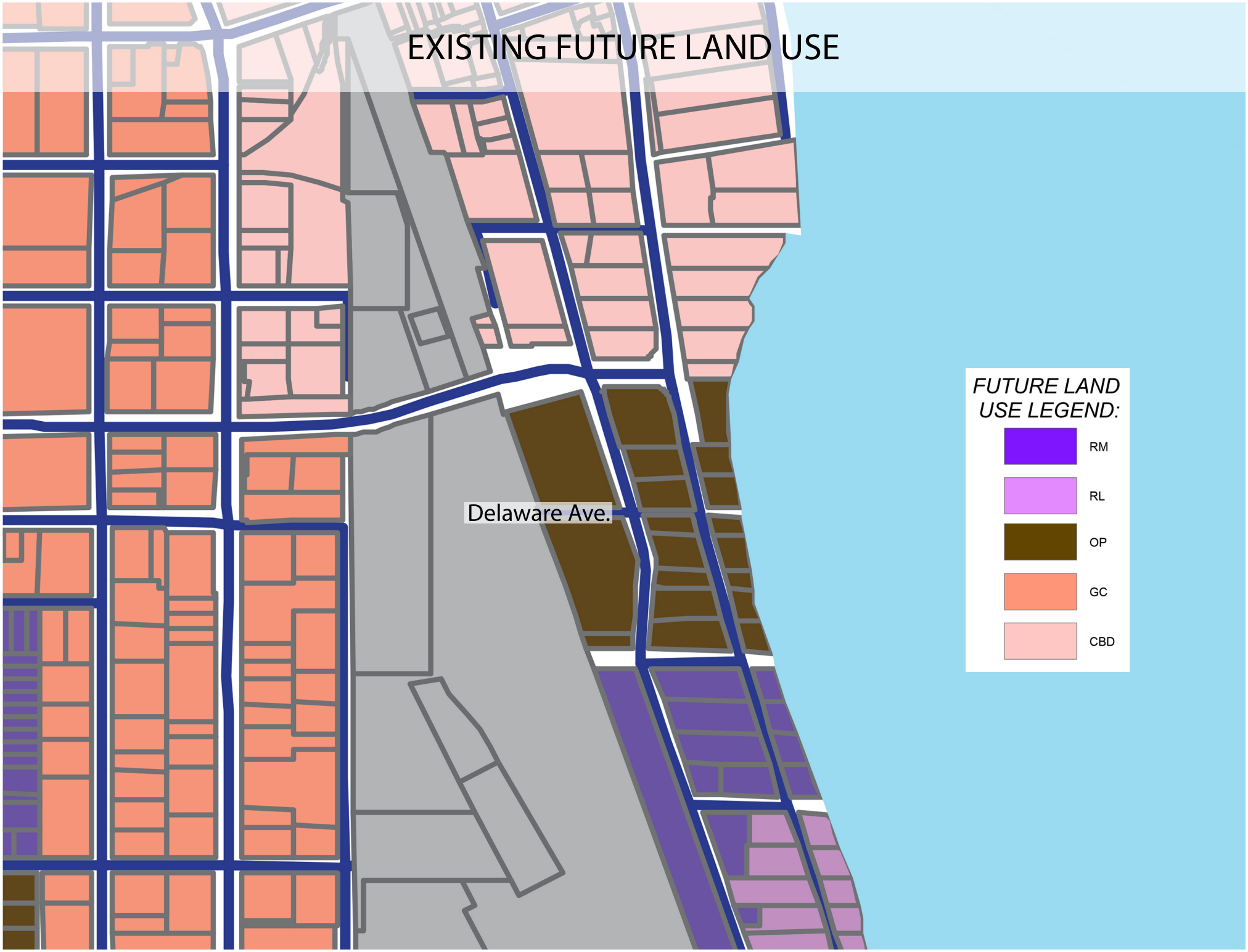
* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

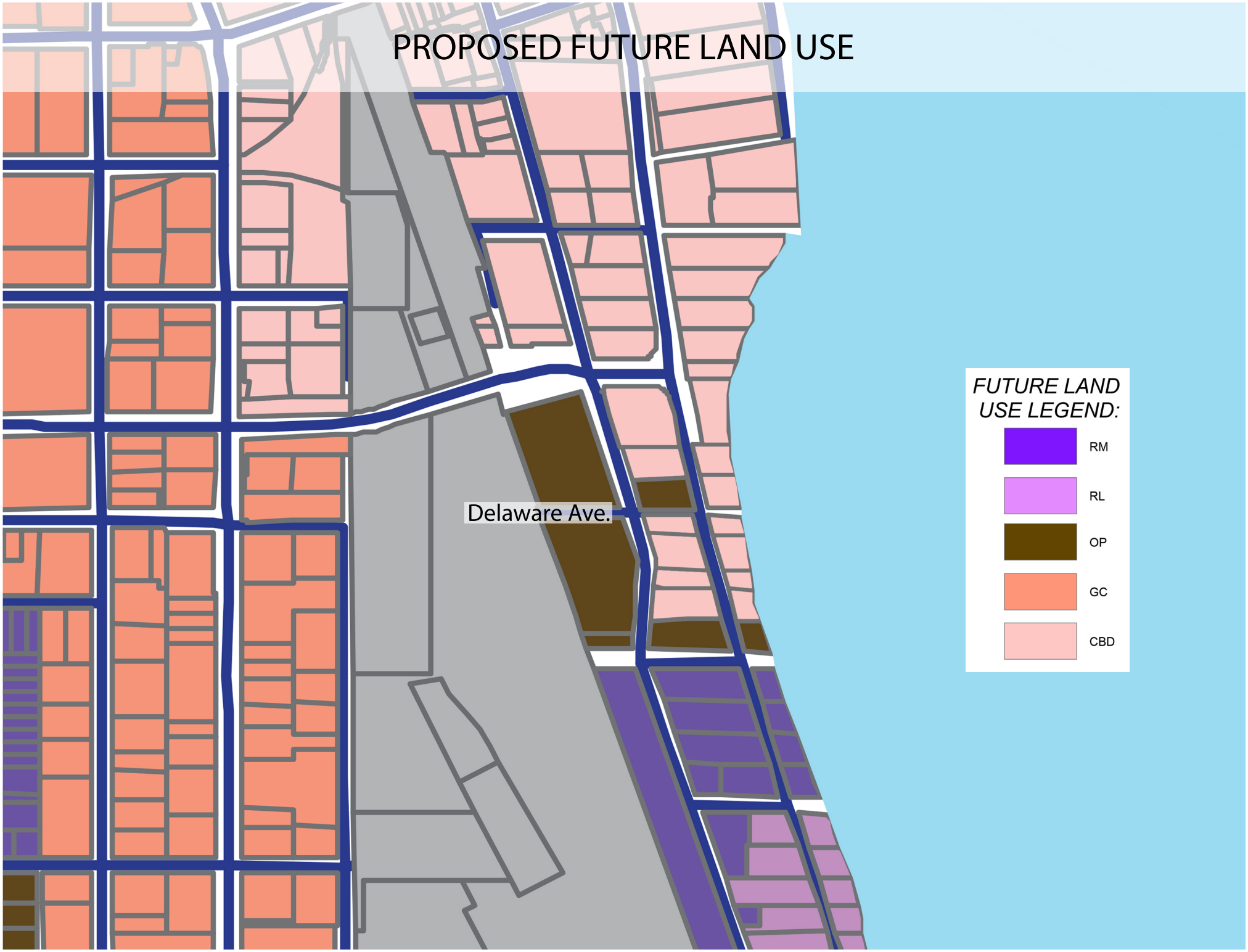
Source:
Florida Department of Transportation
Systems Planning Office
www.dot.state.fl.us/planning/systems/sm/los/default.shtm



EXISTING FUTURE LAND USE



PROPOSED FUTURE LAND USE



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

Meeting Date: 10/05/2015

Re: Application for Conditional Use - The Perky Puppy - Dog Boarding Facility - 509 Georgia Avenue

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

---

SUBJECT:

Approval of an application for a Conditional Use, submitted by Property Owners; Hoyt C Murphy Inc./Benson Family Partnership, and applicant; The Perky Puppy to operate a Dog Boarding Facility located at 509 Georgia Avenue, Fort Pierce, FL. The property is zoned C-3, General Commercial.

SUMMARY:

- The applicant is requesting the review and approval of a Conditional Use to provide dog boarding services (kennel) within an existing grooming office located at 509 Georgia Avenue. The subject property is located within the Sunrise Plaza Shopping Center, and is zoned C-3, General Commercial.
- This additional service would be limited to five (5) dogs, with a maximum stay of seven (7) days.
- The applicant, and associate, will provide a nighttime check on the dogs, and have provided emergency contact information to Animal Control and the Fort Pierce Police Department for direct access in the event of a disturbance from the business
- The Planning Board, at their September 15th, 2015 meeting, voted unanimously to recommend approval of the requested Conditional Use.
- A total of 81 notifications of the proposed Conditional Use were mailed to the owners of property located within 500 feet of the subject property. As of September 25, 2015, 0 responses have been received. An update will be provided to the City Commission at the public hearing.

RECOMMENDATION:

- Approval

ALTERNATIVES:

- Approval with Conditions
- Denial

RESPONSIBLE STAFF:

Kori Benton, Senior Planner

COORDINATED WITH:

Peggy Arraiz, Code Compliance & Animal Control Manager

Fiscal Impact

Budgeted Y/N:
Fiscal Year:
Account:
Amount:
OTHER INFORMATION:
No fiscal impact is presented with this project.

Attachments

Staff Report
Application & Project Narrative
Site Aerial
Zoning Map
Site Plan - Perky Puppy
Floor Plan
PB Minutes 10.15.15 - Draft - The Perky Puppy

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	09/28/2015 10:25 AM

Form Started By: Kori Benton
Started On: 09/25/2015 08:34 AM
Final Approval Date: 09/28/2015

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, Senior Planner

RE: Application for Conditional Use
The Perky Puppy - Dog Boarding Facility
509 Georgia Avenue

DATE: September 25, 2015

STAFF REPORT

Owner: Hoyt C Murphy Inc / Benson Family Prtnshp
2400 S. Ocean Drive, Apt. 4200D
Fort Pierce, FL 34949

Applicant: The Perky Puppy
Debra Webb
509 Georgia Avenue
Fort Pierce, FL 34950

Requested Action: Approval of a conditional use to provide dog board services (kennel) within an existing pet grooming establishment.

Location: 509 Georgia Avenue

Parcel ID: 2415-601-0456-000-6

Zoning: C-3, General Commercial Zone

Surrounding Zoning

North	East	South	West
C-1 & C-3	C-3 & OS-1	R-4 & C-3	R-4 & C-1

Future Land Use: GC, General Commercial

Parcel Size: 2.89 acres

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to provide dog boarding services (kennel) within an existing grooming office located at 509 Georgia Avenue. The subject property is located within the Sunrise Plaza Shopping Center, and is zoned C-3, General Commercial.

The Perky Puppy is an established pet grooming facility which typically operates from 8:00 a.m. through 4:30 p.m. on weekdays, with select hours into the evening or on the weekends as necessary. The applicant occasionally receives requests from clients to board their dog, and is seeking approval to add boarding services at the site. This additional service would be limited to five (5) dogs, with a maximum stay of seven (7) days.

The present interior layout provides three grooming stations, dog crates, bathtub area, and reception counter. A small boarding area would be integrated layout to provide overnight boarding. The present business operation utilizes two small landscape areas, of grass and trees, at the rear of the suite, and directly in front of the building, to allow associates to walk individual dogs on a leash. Any waste is immediately picked up at that time, concealed in plastic, and disposed of. The proposed boarding service will continue to utilize this procedure, anticipating each dog staying within the facility will require multiple walks throughout the day. The designated landscape areas are not currently gated; however each area is directly accessible from the establishment.

The applicant and associate will provide a nighttime check on the dogs, and have provided emergency contact information to Animal Control and the Fort Pierce Police Department for direct access in the event of a disturbance from the business. Bamboo curtains are proposed for installation inside the front windows, for deployment during the night time to minimize curiosity from the boarded dogs.

All affected City Departments have reviewed the proposed Conditional Use and have approved it based on it meeting the requirements of the City Code.

Planning Board Recommendation:

The Planning Board, at their September 15th, 2015 meeting, voted unanimously to recommend approval of the requested Conditional Use.

Property Owner Response Summary:

A total of 81 notifications of the proposed Conditional Use were mailed to the owners of property located within 500 feet of the subject property. As of September 25, 2015, 0 responses have been received. An update will be provided to the City Commission at the public hearing.

Staff Recommendation:

The requested Conditional Use is consistent with the consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare in the presented scale therefore; Staff recommends approval of the request.

CITY OF FORT PIERCE

PLANNING DEPARTMENT

Rebecca Grohall, AICP, Planning Manager
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

Conditional Use – No New Construction

Property address or Location 509 Georgia Ave

Parcel ID #(s) 2415-601-0456-0006

Project description Dog Boarding at existing Groomer

Hoyt C. Murphy INC.	Debra Webb
Property Owner(s)	**Applicant/Representative, Title, Company**
2400 S. Ocean Dr. #4200	509 Georgia Avenue
Street Address	Street Address
Fort Pierce FL 34949	Fort Pierce FL, 34950
City State Zip	City State Zip
(772) 971-7424	(772) 985-3540
Phone Number	Phone Number
Hoytmurphy@Hotmail.com	Debs perky puppy@gmail.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

President

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 3rd day of August, 2015, by Hoyt C. Murphy, Jr. who is personally known to me or has produced as identification.

Lyndsay D. Foley

Signature of Notary

Lyndsay D. Foley
Commission # FF066935
Expires: Oct. 29, 2017
WWW.AARONNOTARY.com
NOTARY PUBLIC STATE OF FLORIDA (seal)

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

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____Date _____
Comments_____

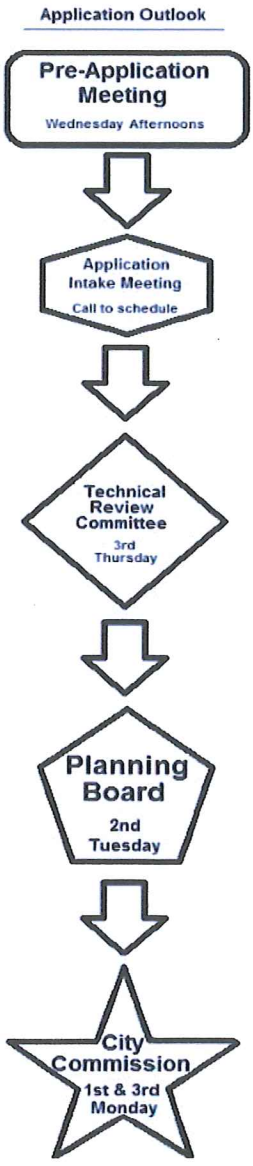
Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

☐ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ☑ *If no site improvements are required:*
  - ☑ As-built survey
  - ☐ Floor plan of existing building(s)
- ☐ *If parking and drainage improvements are required:*
  - ☐ As-built survey;
  - ☐ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ☐ Lighting plan
- ☐ Complete, notarized application



Application Type:

☑ Conditional Use: No new construction with no site improvements

☑ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 1,843 SF Parking Spaces:_____

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
office/Retail	office/multi family	Retail	Retail

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

To: City of Fort Pierce Planning Department

Attention: Kori Benton / Senior Planner

From: The Perky Puppy / Debby Webb

8/29/2015

RE: Plan for Conditional Use to operate a Dog Boarding Establishment

1. There are areas of grass and trees in front of the building where each dog is taken on a leash to relieve him or herself. The feces are immediately picked up at that time and placed in plastic bags which are then disposed of.

   Each dog is taken out multiple times throughout the day. We arrive at the shop at 7:30am to take the dogs out and give them some playtime. We have a box of assorted toys and balls. The shop opens at 8:00am. When the shop is closed for the day it's play time again for the dogs being boarded. The dogs are taken out for the last time in the evening between 7:30 and 9:00pm.

2. Regarding the quantity of dogs, we don't have more than 5 dogs at a time. The longest period of time that they stay is seven days.

   This is a service I would like to provide for my clients only. We do not advertise . It is only if a client asks about it.

TO: City of Ft. Pierce Community Response Divisions/

Peggy Arraiz, Code Compliance Manager

FROM: The Perky Puppy / Debby Webb

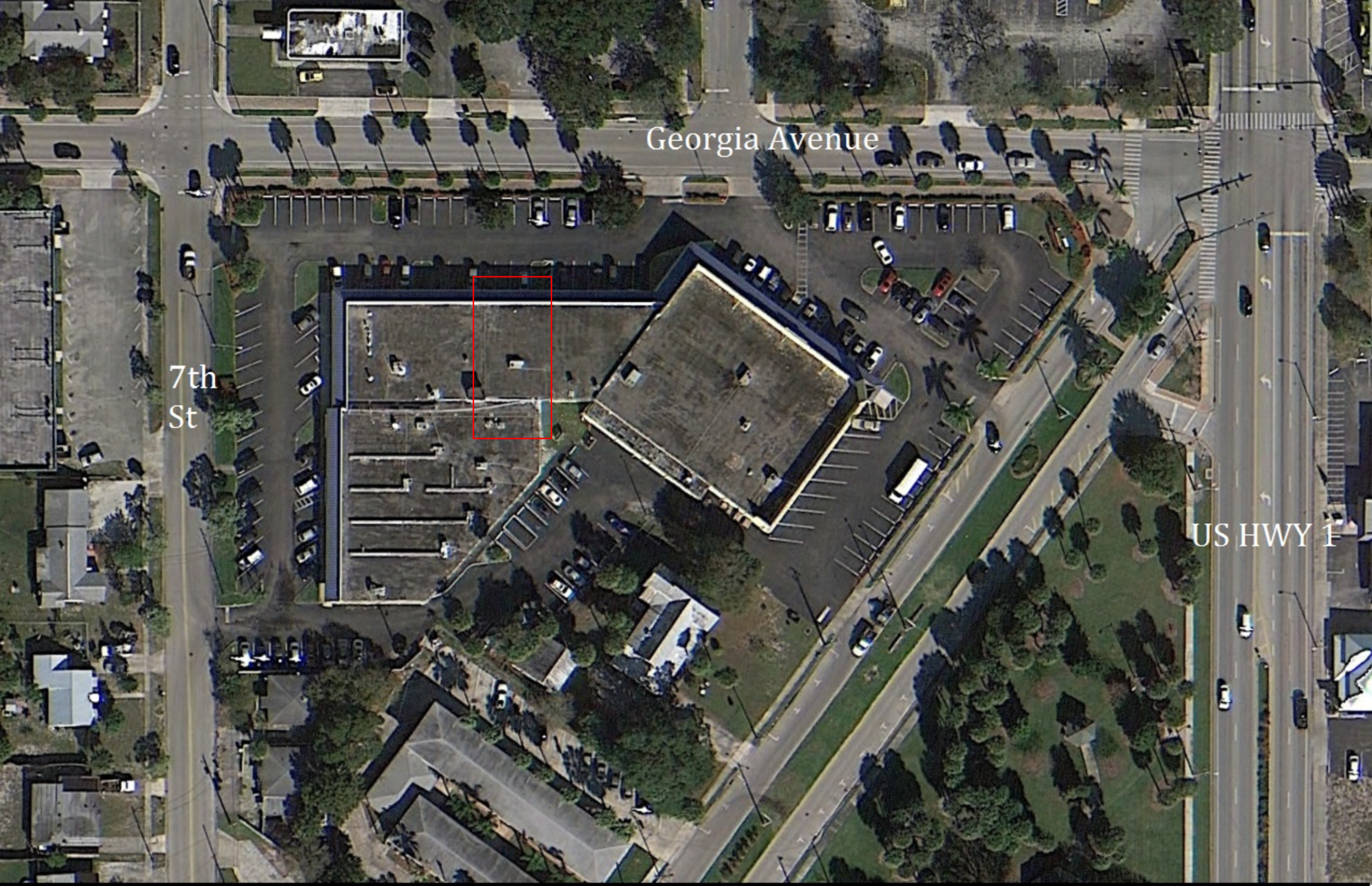
8/29/2015

- The number of boarding dogs shall not exceed 5 dogs

- I have purchased bamboo curtains for the front windows. They will be closed for night time.

- The contact name and number for issues at night are:

- Debra Webb (772) 985-3540
- Roxann Parker (770) 820-9865

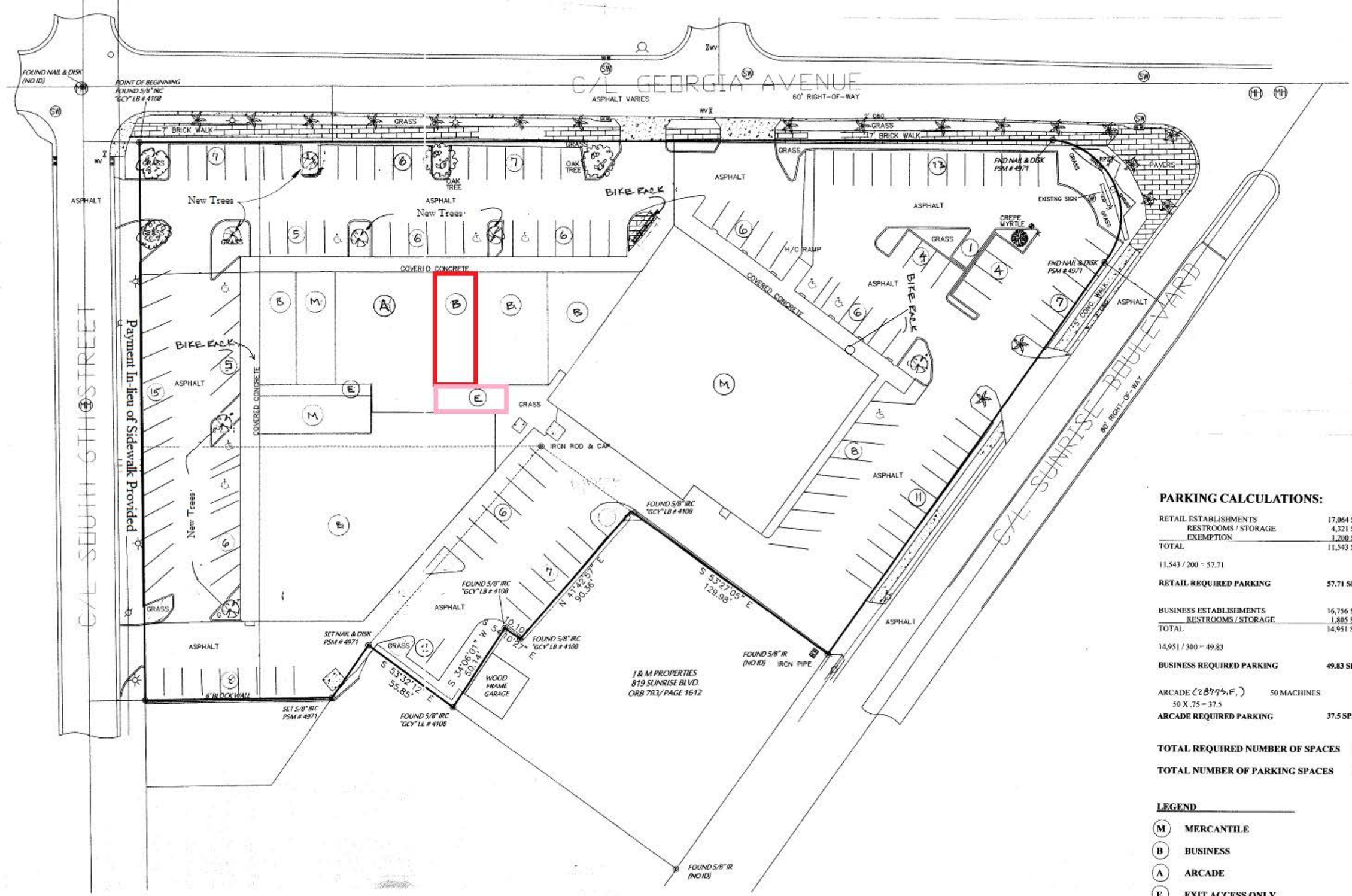


The Perky Puppy

509 Georgia Avenue - Site Aerial

Subject Property
FLORIDA
GEORGIA
5TH
6TH
7TH
SUNRISE
HAYES
US HIGHWAY 1
Legend
R-4 – Medium Density Residential
C-1 – Office Commercial
C-3 – General Commercial
OS-1 – General and Recreation Open Space

Zoning Map



PARKING CALCULATIONS:

RETAIL ESTABLISHMENTS	17,064 S.F.
RESTROOMS / STORAGE	4,321 S.F.
EXEMPTION	1,200 S.F.
TOTAL	11,543 S.F.
11,543 / 200 = 57.71	
RETAIL REQUIRED PARKING	**57.71 SPACES**
BUSINESS ESTABLISHMENTS	16,756 S.F.
RESTROOMS / STORAGE	1,805 S.F.
TOTAL	14,951 S.F.
14,951 / 300 = 49.83	
BUSINESS REQUIRED PARKING	**49.83 SPACES**
ARCADE (2875 S.F.) 50 MACHINES	
50 X .75 = 37.5	
ARCADE REQUIRED PARKING	**37.5 SPACES**
TOTAL REQUIRED NUMBER OF SPACES	**145.04**
TOTAL NUMBER OF PARKING SPACES	**146**

LEGEND

- (M) MERCANTILE
- (B) BUSINESS
- (A) ARCADE
- (E) EXIT ACCESS ONLY

SUNRISE PLAZA

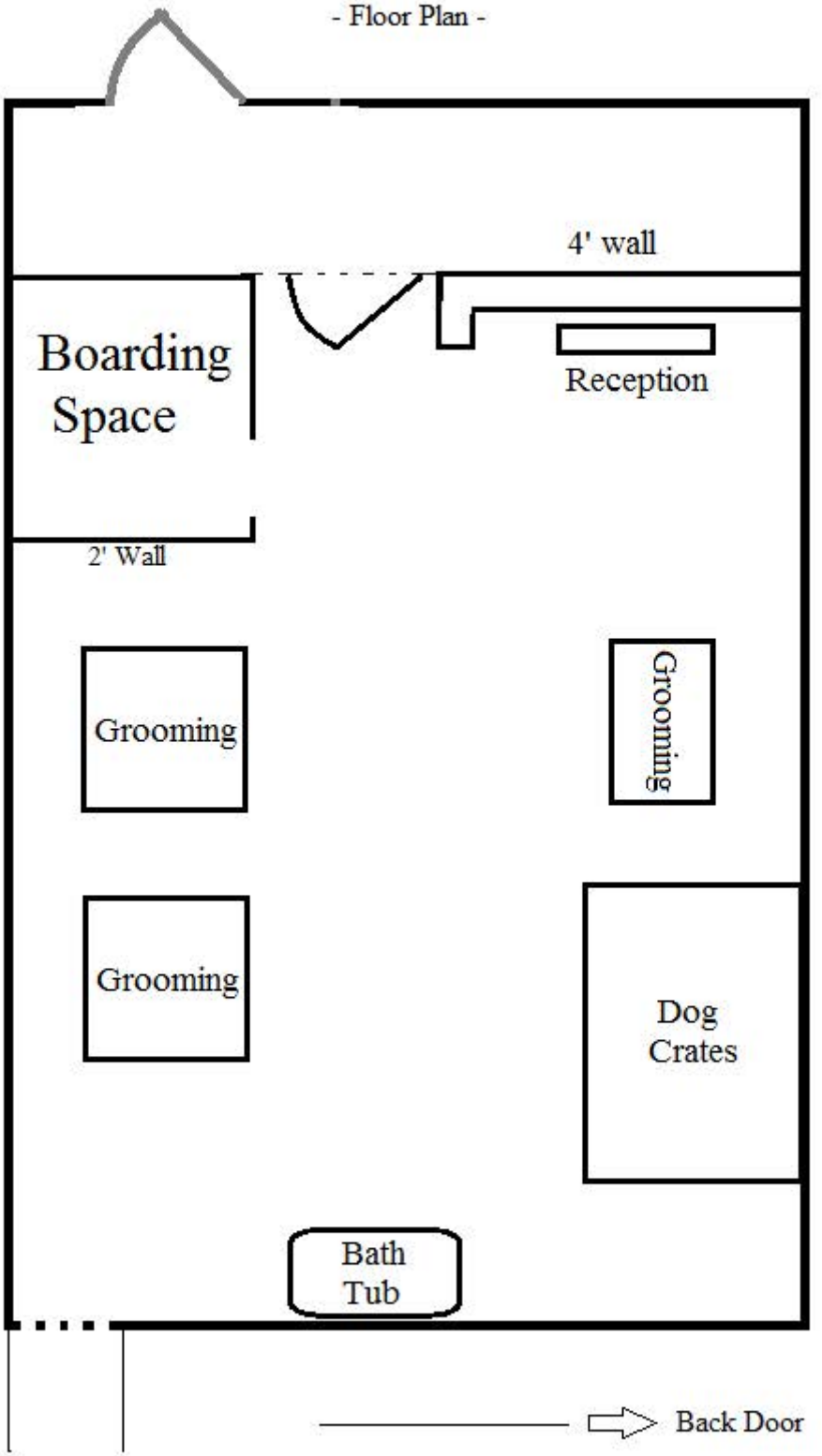
CITY OF FT. PIERCE,

The Perky Puppy

"The Perky Puppy"

509 Georgia Avenue

- Floor Plan -



D R A F T

CITY OF FORT PIERCE
PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, SEPTEMBER 15, 2015, 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

Mr. Walker, Assistant City Attorney, joined the meeting at 7:48 PM.

Present:	**Marcia Baker**; **Mike Dahan**; **Brian Paul**; **Tim O'Connell**; **Charles Hayek**; **John George**; **Eloise Cumings**; **Robert Poitier**; **Steve Weaver**; **Bob Burdge**, **Chairman**
Absent:	**Erica Klevers**; **Eduardo Mujica**
Staff Present:	**Rebecca Grohall, AICP**, **Planning Manager**
	James Walker, **Assistant City Attorney**
	Kori Benton, **Senior Planner**
	Clarissa Davis, **Planner**
	Alicia Rosenthal, **Administrative Assistant**

4. CONSIDERATION OF ABSENCES

Ms. Klevers and Mr. Mujica notified staff they would not be in attendance. Ms. Klevers submitted her resignation letter from the Board and her permanent position will be replaced by Mr. Weaver, who is the senior alternate.

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Poitier and Mr. Weaver were made active members for the meeting.

6. APPROVAL OF MINUTES

a. Minutes of the August 11, 2015 meeting

Motion was made by John George, and seconded by Charles Hayek to approve the minutes from the August 11, 2015 meeting.

AYE: **Mike Dahan**, **Brian Paul**, **Tim O'Connell**, **Charles Hayek**, **John George**, **Eloise Cumings**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

7. NEW BUSINESS

Staff asked for the order of new business be changed to accommodate the applicants who want to speak.

a. Conditional Use - The Perky Puppy - 509 Georgia Avenue

Mr. Benton gave an overview of the application and answered questions from the Board. Hoyt Murphy Jr., Plaza Owner, spoke about the turf and sound barriers in the plaza and gave his support for the Perky Puppy. Debra Webb, Owner of Perky Puppy, answered questions from the Board and elaborated on the boarding space for the dogs.

Motion was made by Brian Paul, and seconded by John George to forward a recommendation to the City Commission for approval of the request.

AYE: **Brian Paul**, **Tim O'Connell**, **Charles Hayek**, **John George**, **Eloise Cumings**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Mike Dahan**, **Chairman Bob Burdge**

Passed

b. Conditional Use - Tropical Recycling - 1450 Bell Avenue

Mr. Weaver recused himself because he has an ongoing business relationship with one of the property owners.

Mr. Benton gave an overview of the application and answered questions from the Board. Stef Matthes, Representative, from Culpepper and Terpening, addressed questions about the truck route, size of trucks and the trucks being covered. Brian Katz, President of Tropical Recycling, provided further information about the recycling business and answered questions from the Board.

Motion was made by John George, and seconded by Brian Paul to forward a recommendation to the City Commission for approval of the request based upon the designated truck route, approaching Oleander Avenue via Midway Road or Edwards Road.

AYE: **Eloise Cumings**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Mike Dahan**, **Brian Paul**, **Tim O'Connell**, **Charles Hayek**, **John George**, **Chairman Bob Burdge**

Passed

c. Annexation - 5550 S US Hwy 1 and Smallwood Avenue (5300 S US Hwy 1)

Ms. Davis gave an overview of the annexations and explained that annexations are being handled through FPUA service agreements and not all properties to the north have those agreements on file.

Motion was made by Charles Hayek, and seconded by Marcia Baker to forward a recommendation of approval to the City Commission to annex the parcels into Fort Pierce city limits.

AYE: **Mike Dahan**, **Brian Paul**, **Tim O'Connell**, **Charles Hayek**, **John George**, **Eloise Cumings**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

d. **Zoning Text Amendment - "Multi-Dwelling Building" as a permitted use within the R-5, High Density Residential zone.**

Ms. Davis gave an overview of the Zoning Text Amendment and answered questions about Mixed-Use in the R-5 Zoning.

Motion was made by John George, and seconded by Charles Hayek to forward a recommendation of approval to the City Commission.

AYE: **Charles Hayek**, **John George**, **Eloise Cumings**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Mike Dahan**, **Brian Paul**, **Tim O'Connell**, **Chairman Bob Burdge**

Passed

8. BOARD COMMENTS

Due to Ms. Klevers resigning, an election for Vice-Chair will be held at the next regular meeting. The Board asked Mr. Walker to present information, at the next meeting, on changing rule #15 to include succession of the Secretary to Vice- Chair if he/she vacates his/her office before his/her term is completed.

Mr. Walker apologized for being late due to a family emergency.

9. ADJOURNMENT

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

Meeting Date: 10/05/2015

Re: Application for Conditional Use - Tropical Recycling – Sort Facility - 1450 Bell Avenue

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

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SUBJECT:

Approve with conditions an application for a Conditional Use, submitted by Property Owners: Railside LLC, Norman Zlinkoff, & 44-47 Realty LLC, applicant; Tropical Recycling, and representative, Stefan Matthes, of Culpepper & Terpening, to operate a Recycling Sort Facility located at 1450 Bell Avenue, Fort Pierce, FL. The property is zoned I-1, Light Industrial.

SUMMARY:

- The applicant, Tropical Recycling, is requesting approval of a Conditional Use to improve and reuse a portion of an industrial building to operate a commercial recycling sort facility. The proposed operation is planned within an existing 52,173 square foot building, situated as the western wing of the building. The subject property is currently zoned I-1, Light Industrial.
- Tropical Recycling is proposing to complete exterior improvements and interior upgrades to enhance the facility's appearance and accommodate the processing of the recyclable material and office areas.
- The project will generate a total of approximately 91 trips per day. The proposed trip generation for the project includes trips generated by the employees, operations, and the receiving & shipping of recyclable materials at full operating capacity of the facility.Delivery and shipping routes have been formulated in an effort to minimize the interference of truck traffic adjacent to designated residential roadways.
- The Planning Board, at their September 15th, 2015 meeting, voted unanimously to recommend approval of the requested Conditional Use with the condition that the applicant's operation adheres to the submitted, and approved, truck routes to and from the site. A map and description of these routes is enclosed within the packet. The routes seek to minimize interaction and interference with residential neighborhoods.
- A total of 91 notifications of the proposed Conditional Use were mailed to the owners of property located within 500 feet of the subject property. As of September 25, 2015, 1 response has been received, supporting the request. An update will be provided to the City Commission at the public hearing.

RECOMMENDATION:

- Approval with the condition that the applicant's operation adheres to the submitted, and approved, truck routes to and from the site.

ALTERNATIVES:

- Approval with alternative conditions
- Approval without conditions
- Denial

RESPONSIBLE STAFF:
Kori Benton, Senior Planner

COORDINATED WITH:
Marc Meyers, CBO, CFM, Building Official
Economic Development Team

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:
Potential increase in Ad-Valorem Taxes based upon site improvements to the subject structure, and reuse for business occupancy.

Attachments

Tropical Recycling - CC Staff Report
Aerial Map
Zoning Map
Application & Project Narrative
Color Elevation - Facade Improvement Plan
Site Improvement Plan & Autoturn
Tropical Recycling - Landscape
Tropical Recycling - Floor Plan
Proposed Truck Route
Planning Board Minutes - Tropical Recycling

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	09/29/2015 09:06 AM

Form Started By: Kori Benton
Started On: 09/25/2015 03:14 PM
Final Approval Date: 09/29/2015

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, Senior Planner

SUBJECT: Application for Conditional Use
Tropical Recycling – Sort Facility
1450 Bell Avenue (Western Wing)

DATE: September 25, 2015

STAFF REPORT

Owner: Railside LLC, Norman Zlinkoff, & 44-47 Realty LLC
1307 NE Sunview Ter
Jensen Beach, FL 34957

Applicant: Tropical Recycling
2625 Electronics Way
West Palm Beach, FL 33407

Representative: Stephan Matthes, P.E.
Culpepper & Terpening, Inc.
2980 S. 25th Street
Fort Pierce, FL 34982

Requested Action: Approval of a Conditional Use to reuse a portion of an industrial building to operate a recycling sort facility

Location: 1450 Bell Avenue (Western Wing)

Parcel ID: 2428-431-0001-000-1

Current Zoning: I-1, Light Industrial

Future Land Use: Industrial (I)

Surrounding Zoning:

North	East	South	West
I-1	I-1	IL (SLC)	R-3

Site Size: 7.73 acres*

Utilities: FPUA Water & Proposed Sewer Service – FP&L Electric Service

Staff Analysis:

Project Summary

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to improve and reuse a portion of an industrial building to operate a commercial recycling facility. The proposed recycling facility is planned within an existing 52,173 square foot building, situated as the western wing of the building. The subject property is currently zoned I-1, Light Industrial.

The applicant, Tropical Recycling, currently operates two facilities located in Palm Beach County which service retail and commercial accounts. Tropical Recycling is seeking to expand operations to process an additional 1,500 tons per month in the near term, with the capacity to serve 4,000 tons per month. The facility anticipates 15 new employees on-site, with future expansion to 30 employees.

The subject site is a portion of the former "Tree Sweet'' packing plant, located on the north side of Bell Avenue between Sunrise Boulevard and Enterprise Road. The proposed tenant seeks to complete the proposed improvement plan to retrofit and enhance the planning area to begin operations on-site later this year. The petition is for a portion of the west side of the site, containing approximately 7. 73 acres.

Improvement & Operation Plan

Tropical Recycling is proposing to complete exterior improvements and interior upgrades to enhance the facility's appearance and accommodate the processing of the recyclable material and office areas. The presented landscape plan emphasizes a parameter buffer along the southern boundary, and entrance to the site. A total of 115 new trees are proposed for planting on-site, providing a balance between canopy trees and sabal palms. Landscape islands and shrubs are further integrated to screen the vehicular use areas, and accent the existing structure. The existing vegetative buffer to the west of the facility, screening the neighboring residences will be preserved.

The existing driveways and parking areas will be improved in order to define entry to the facility, and improve access to and from Bell Avenue. This entrance is the sole access for delivery vehicles, providing further access for secured employee parking areas. Ten (10) vehicular parking spaces (two of which are handicapped-accessible), and a bicycle rack are presented in front of the facility, along with thirty-five (35) additional spaces to the side and rear of the complex.

Deliveries will enter the site via an improved driveway at the western end of the facility, be weighed, and further received by one of two (2) receiving bays on the west side of the building. Receiving bay No. 1 is intended for 100 cubic yard, walking floor truck, deliveries. These transfers are facilitated via trucks equipped with a covered tarping and a "walking floor" apparatus that completes the transfer of recyclables. Receiving bay No. 2 will accept recyclable material from licensed commercial haulers such as Iron Mountain, ShredAssured and A-Shred-Ahead which contract with the applicant.

The delivered material will be sorted and stored inside of the building as it is processed through the conveyor separation system. Glass and non-recyclables will be separated and placed into one of two (2) 40-cyds dumpsters concealed on the east side of the building. The recyclables will be bailed inside of the building, stored, and loaded into trucks for shipping from the site. The facility will not have any outdoor storage related to the presented operation.

A 480 sq. ft. scale house and temporary office is proposed to be located adjacent to the vehicle scales to process deliveries to the facility, and provide functional space during the remodeling and activation of the site.

Right-of-way, Sidewalks, & Lighting

A dedication will be made to St. Lucie County as a fair share to assist the County's future right-of-way needs along Bell Avenue. A sidewalk connection is proposed for the visitor parking area and front entrance; however the applicant is proposing payment in-lieu of providing a sidewalk along Bell Avenue based upon the infrequent use and absence of direct connections within the vicinity. St. Lucie County has agreed to accept this proposal.

Site lighting will be provided for the parking, vehicular use areas, and perimeter of structure in accordance with City Code requirements. A photometric plan, meeting the requirements of City Code Section 22-60(j) is required prior to the issuance of permits for site improvements.

Traffic Impacts

The project will generate a total of approximately 91 new trips per day. The proposed trip generation for the project includes trips generated by the employees, operations, and the receiving & shipping of recyclable materials at full operating capacity of the facility.

The planned production rate of 4,000 tons per month would bring approximately 18 deliveries of recyclable products, encompassing trips of 7 trucks and 30 employees daily. Delivery and shipping routes have been formulated in an effort to minimize the interference of truck traffic adjacent to designated residential roadways.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards to consistency with established ordinances and requirements of the City Code. Findings from the review by the corresponding departments, and the associated responses and plan amendments by the applicant are provided for viewing by the Planning Board.

Planning Board Recommendation:

The Planning Board, at their September 15th, 2015 meeting, voted unanimously to recommend approval of the requested Conditional Use with the condition that the applicant's operation adheres to the submitted, and approved, truck routes to and from the site. A map and description of these routes is enclosed within the packet. The routes seek to minimize interaction and interference with residential neighborhoods.

Property Owner Response Summary:

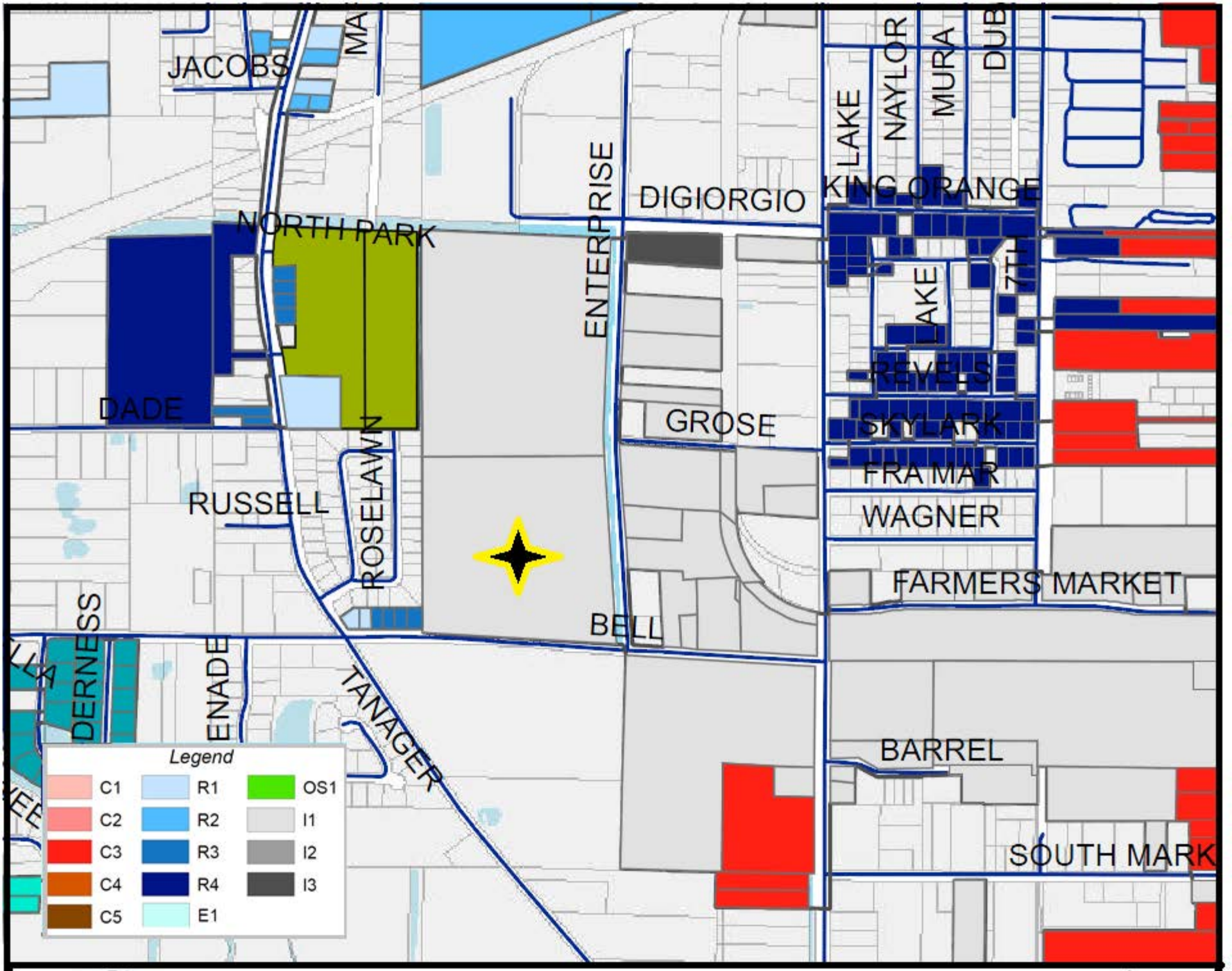
A total of 91 notifications of the proposed Conditional Use were mailed to the owners of property located within 500 feet of the subject property. As of September 25, 2015, 1 response has been received, supporting the request. An update will be provided to the City Commission at the public hearing.

Staff Recommendation:

The proposed Conditional Use and associated site improvement plan are consistent with the City's Land Development Code and Comprehensive Plan; therefore staff recommends approval of the presented request with the condition that the applicant's operation adheres to the submitted, and approved, truck routes to and from the site.

Tropical Recycling Planning Area

1450 Bell Avenue – Site Aerial



1450 Bell Avenue

Zoning Map

CITY OF FORT PIERCE

PLANNING DEPARTMENT

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

Conditional Use – No New Construction

Property address or Location 1450 Bell Avenue, Ft. Pierce

Parcel ID #(s) 2428-431-0001-000-1

Project description Tropical Recycling - A commercial recycling facility

Railside LLC
Property Owner(s)
1307 NE Sunview Terrace
Street Address
Jensen Beach Fl 34957
City State Zip
(917) 575-2919
Phone Number
jk@castlecreekpartnersllc.com
Email Address

Culpepper & Terpening, INC, Stefan K. Matthes
Applicant/Representative, Title, Company
2980 South 25th Street
Street Address
Ft. Pierce Fl 34981
City State Zip
(772) 464-3537
Phone Number
smatthes@ct-eng.com
Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

John Katsock
Property Owner(s) Signature(s)

STATE OF FLORIDA - Martin COUNTY
The foregoing instrument was acknowledged before me this 6th day of August, 2015, by John Katsock who is personally known to me or has produced FLDL as identification.

Signature of Notary (seal)

Mario DiStefano, Jr.
Notary Public
State of Florida
My Commission # EE 847376
Expires: October 29, 2016

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

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

❑ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ❑ *If no site improvements are required:*
  - ❑ As-built survey
  - ❑ Floor plan of existing building(s)
- ❑ *If parking and drainage improvements are required:*
  - ❑As-built survey;
  - ❑Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ❑Lighting plan
- ❑ Complete, notarized application

Application Type:

❑ Conditional Use: No new construction with no site improvements

❑ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size Appx. 52,000 Parking Spaces: 45

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
Industrial	Cemetery	Industrial	Single Family Homes

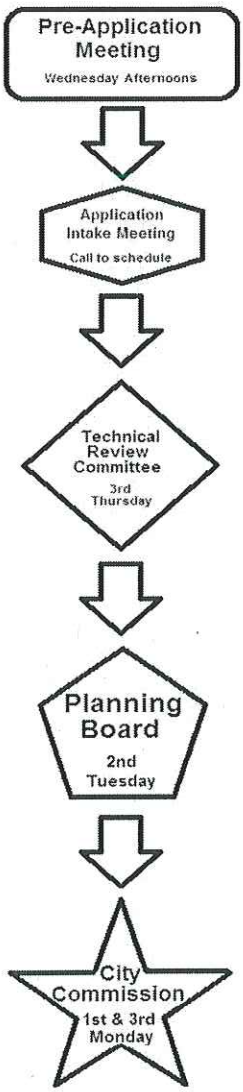
The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook



CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS | LAND SURVEYORS

PROJECT NARRATIVE

TROPICAL RECYCLING

CONDITIONAL USE APPLICATION

AUGUST 28, 2015

THE REQUEST

On behalf of the Petitioner, Tropical Recycling and the Land Owner, Railside LLC, Culpepper & Terpening, Inc. is requesting a Conditional Use (CU) approval to allow a commercial recycling facility on the property.

The property is zoned as Light Industrial (IL) and the proposed operations of the recycling facility will be totally enclosed within the existing 52,173 square foot building and will not have any outside storage of materials. In additional the facility is proposed to accept commercial recyclable products.

THE PETITIONER

Tropical Exchange Corporation (DBA: Tropical Recycling), currently operates at two (2) locations in Palm Beach County that service both retail and commercial accounts. These facilities recycle material from as far north as Indian River County, west to Sarasota and south to Miami. Their client includes Indian River County, St. Lucie County, Republic Services, Waste Pro, Town of Lake Park, Advance Disposal and numerous licensed commercial recycling companies.

Mr. Brian Katz and his family has over 40 years in the recycling business and he personally has grown Tropical Recycling from 3 employees in 2009 to 21 employees today and processes over 3,000 tons per month of material.

Tropical Recycling currently has been awarded a contract which requires processing of 1,500 tons per month from the Treasure Coast area and is hopeful of expanding to a location within the Treasure Coast to accommodate their growing business. This facility will provide the space to immediately meet this demand and allow room to grow the business to an ultimate capacity of 4,000 tons per month.

It is anticipated that 15 new employees will be hired to staff the Treasure Coast facility with a future expansion to 30 employees.

THE SITE HISTORY & CHARACTERISTICS

Tropical Recycling will be located in the westerly portion of the old "Tree Sweet" Plant site, located on the north side of Bell Avenue between Sunrise Boulevard and Enterprise Road. The Tree Sweet Plant site, Parcel ID Number 2428-431-0001-000-1, contains 208,319 square feet of buildings, located on 31.43 acres.

The petition is for a portion of the west side of the site, containing approximately 7.73 acres and 52,173 square feet of buildings.

The site currently has a Future Land Use designation of Industrial (I) and a Zoning designation of Industrial Light (IL). The Tree Sweet Plant, originally constructed in 1975, operated at this location for several decades and was closed in the early 2000's. Since then use of the property has been limited.

To the north of the site, lies the 84 Lumber Yard and undeveloped lands with a Future Land Use designation of Industrial (I) and a Zoning designation of Industrial.

The East side of Tropical Recycling will be buffered by the reaming portions of the old Tree Sweet Plant Buildings and no actives will be visible from Enterprise Road. The east side of Enterprise Road is home to several commercial and industrial businesses, including Big Red Tomato, Treasure Coast Pumps and Motors, and Napa Auto Parts. The Future Land Use designation is Industrial (I) and a Zoning designation of Industrial (I).

The South side is the White City Cemetery, and the Department of Justice Work Release Center. The Future Land Use designation by St. Lucie County is Public Facility (PF) and a Zoning designation of Public Institutional (I).

To the west, lies the eight (8) developed residential homes in the Sunrise subdivision. The building is over 400 feet from the nearest residential structure and is well buffered by an existing 100 foot native buffer that will remain intact. The Future Land Use designation by St. Lucie County is Residential Urban (RU) and has a Zoning designation of Residential Single Family (RS-4).

SITE PLAN

Tropical Recycling Site Plan requires no modification to the existing 52,173 square foot building footprint of the old "Tree Sweet" Plant, nor will it require any increase in the overall impervious areas. Exterior modifications and upgrades will be made to the building to accommodate the processing of the recyclable material and office areas. A 480 square foot modular scale house and temporary office will be located adjacent to the scales. The structure will be used as a temporary office during the remodeling and ramp up period.

All recyclable material delivery trucks will enter and go thru the scales for weighing, prior to delivering the material to one of the receiving bays. Recyclable material will be received in one of the two (2) receiving bays on the west side of the building. Receiving Bay No.1 will be reserved for the 100 cyds, walking floor truck deliveries. The trucks delivery materials covered with a tarping mechanism and are unloaded into the building with the "walking floor." Receiving Bay No. 2 will be reserved for recyclable material from licensed commercial haulers such as Iron Mountain, ShredAssured and A-Shred-Ahead.

The material will be sorted and stored inside of the building as it goes down the conveyor separator. Glass and non recyclables (i.e.: PVC pipe, Styrofoam, and non recyclable plastic) will be separated and placed into one of two (2) 40-cyds dumpsters on the east side of the building. Both of these dumpsters are screened by the other buildings on the site.

The recyclables will then be bailed inside of the building, stored and loaded into trucks for shipping.

10 parking spaces for visitors are provided at the front entrance to the building. In addition 35 employee parking spaces are provided in the rear of the building.

HOURS OF OPERATION

The facility will operate six (6) days per week from 7am to 5 pm daily and will be closed on Sunday.

PARKING

The City has no specific parking requirements associated with the operation of a recycling facility and the nearest match comes under the designation of manufacturing, wholesale trade and warehouse establishment. The required parking based on the City's Manufacturing designation of one parking space per 600 square feet of building would require a total of 87 parking spaces for the site.

We are requesting that the parking requirements be based on the *Institute of Transportation Engineer's* (the "ITE") *Parking Generation Manual*, 4th Edition. Since all of the recyclables are stored and processed inside of the building, a mix of the ITE Land Use Codes will be proposed. In calculating the parking demands under ITE an average paring ratio will be used based on the Land Use Code 110, "General Light Industrial" and ITE Land Use Code 150, "Warehousing." ITE Code 110 parking ratio requires 1.0 space per 1,000 square foot of building and ITE Land Use Code 150, "Warehousing" parking ratio requires 0.5 spaces per 1,000 square foot of building or one space per employee. In analyzing the floor plan and use of the building a ratio of 15% General Light Industrial to 85% Warehouse was use in determining the parking requirements.

The required parking spaces based on the average ITE Code is thus 0.58 spaces per 1,000 square foot of building or 30 spaces for the site. Since the maximum number of employees is anticipated to be around 30, a total of 45 parking spaces are provided in the Site Plan.

TRAFFIC

The trips generated by the project include both the trips generated by the employees, operations, and the receiving & shipping of recyclable materials at full operating capacity of the facility.

At full capacity the recycling volume is estimated to be 4,000 tons per month and will employ 30 new employees. At a production rate of 4,000 tons per month, the facility on an average day will receive 18 deliveries of recyclable products and will ship 7 trucks.

All deliveries and shipping will be routed as follows:

Southbound receiving and northbound shipping traffic will exit at the I-95 & SR 70 Interchange, then SR 70 east to Jenkins Road, south on Jenkins to Edwards Road, east on Edwards Road to Oleander Avenue, south on Oleander Avenue to Bell Avenue, then west on Bell Avenue to the Project.

Northbound receiving and southbound shipping traffic will exit at the I-95 & Midway Road Interchange, then Midway Road east to Glades Cut-Off Road, north on Glades Cut-Off Road to Selvitz Road, continuing north on Selvitz Road to Edwards Road, then east on Edwards Road to Oleander Avenue, south on Oleander Avenue to Bell Avenue, then west on Bell Avenue to the Project.

The project will generate a total of approximately 91 new trips per day.

RIGHT-OF-WAY

Bell Avenue is a County right of way, with a future right-of-way designation of 70 feet; the existing right of way width varies from 48 feet to 63 feet. A dedication will be made to St. Lucie County as a fair share to meet the County's future right-of-way needs.

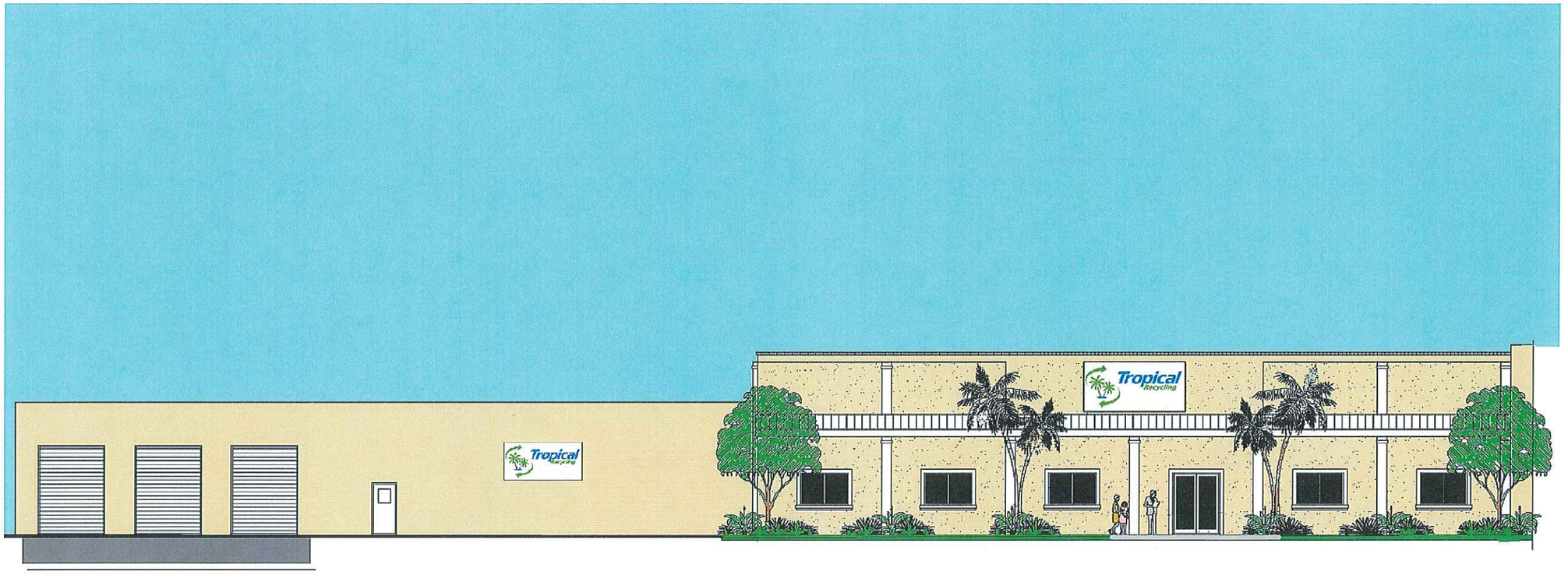
BELL AVENUE SIDEWALK

The project has approximately 700 feet of frontage along Bell Avenue and in accordance with both the City and County's Land Development Code will be required to construct or provide "Fee-in-Lieu Option" for the construction of a sidewalk along the frontage. Given the location of the project and surrounding uses the petitioner is proposing to provide a "Fee-in-Lieu Option" to all the use of the funds within the community.

LANDSCAPING AND BUFFERING

The building is over 400 feet from the nearest residential structure, located to the west and is well buffered by an existing 100 foot vegetative buffer. Existing parking within the Bell Avenue right of way will be removed and new landscaping buffers will be planted. In addition landscaping will be planted in the front parking lots.

No additional buffering is proposed along the north and east sides since they abut existing buildings and developed industrial properties.



FRONT ELEVATION

SCALE: 1/8" = 1'-0"

JAMES E. GILGENBACH
ARCHITECTURE & PLANNING
SUITE 107
1239 E NEWPORT CENTER DR
(954) 426 - 1652
NEWPORT COMMERCE CENTER
DEERFIELD BEACH
FLORIDA 33442

ARCHITECT
AR-7457

REVISIONS:

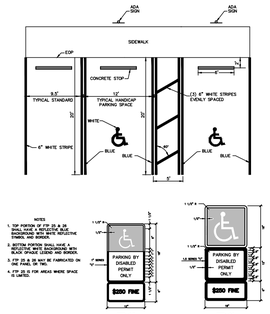
1. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER ALL SCALED DIMENSIONS.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS & ADVISE ARCHITECT OF ANY DISCREPANCIES. CONTRACTOR SHALL NOT PROCEED UNTIL SAID DISCREPANCIES HAVE BEEN RESOLVED BY ARCHITECT.
3. NO MATERIALS OR SYSTEMS ARE TO BE FABRICATED UNTIL:
A. ALL DIMENSIONS HAVE BEEN VERIFIED BY THE CONTRACTOR.
B. SHOP DRAWINGS HAVE BEEN REVIEWED & ACCEPTED BY THE ARCHITECT.

TENANT IMPROVEMENTS FOR

TROPICAL RECYCLING

1450 BELL AVENUE
FORT PIERCE, ST LUCIE COUNTY, FLORIDA

DATE: 06 AUG '15
PROJECT NO: 15 - A115
SHEET: of 2 A2



HANDICAP & STANDARD PARKING DETAIL

N.T.S.

LEGAL DESCRIPTION:

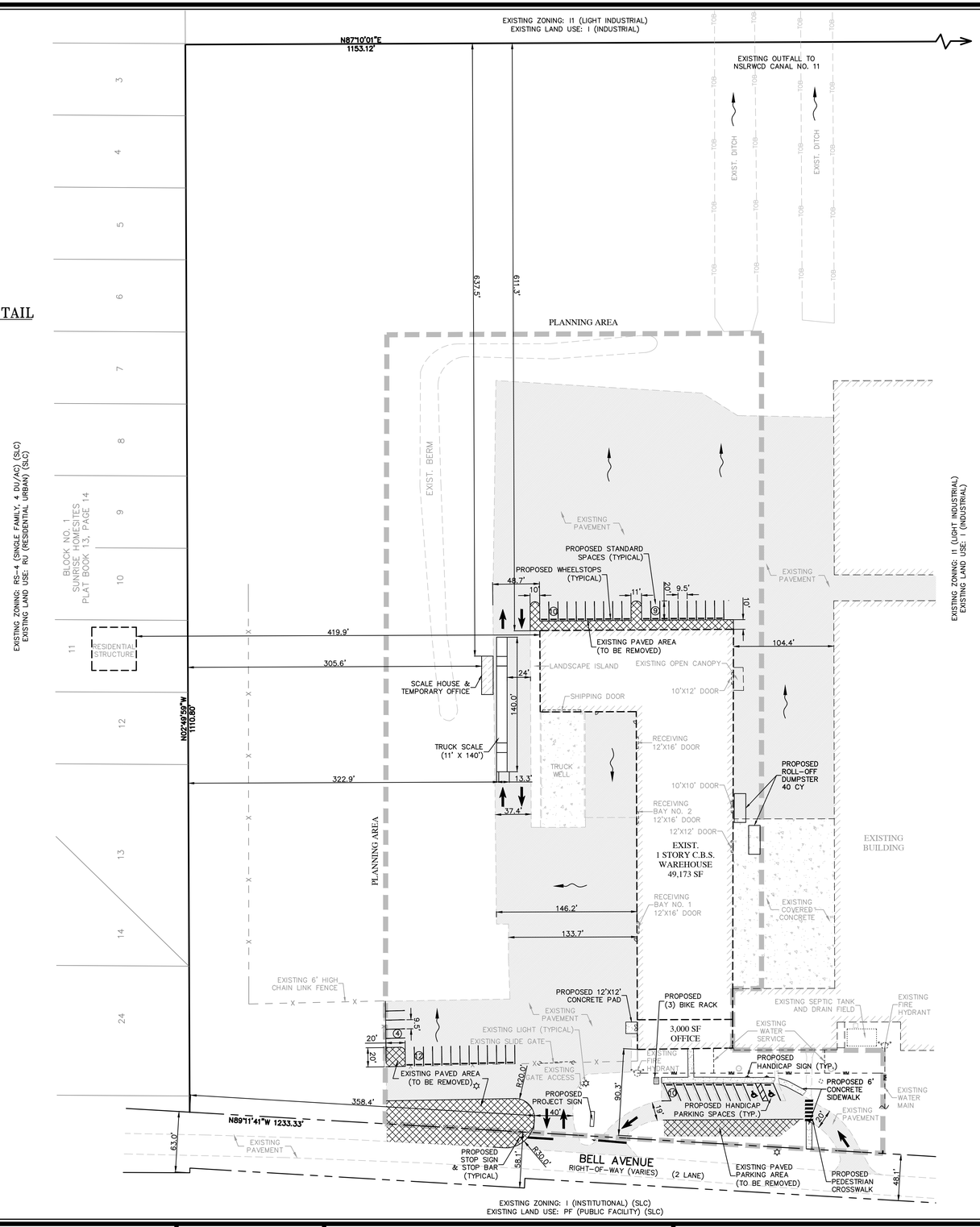
A PORTION OF:
BEING A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID PARCEL OF LAND BEING A PORTION OF THE FOLLOWING DESCRIBED LANDS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN NORTH 00°04'31" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 33.00 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING CONTINUE NORTH 00°04'31" WEST, ALONG AFORESAID WEST LINE OF THE SOUTHEAST QUARTER AND ALSO THE EAST LINE OF SUNRISE HOMESITES SUBDIVISION, AS RECORDED IN PLAT BOOK 13, PAGE 14 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND MARAVILLA HEIGHTS SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, 2539.68 FEET: THENCE RUN SOUTH 87°52'40" EAST, A DISTANCE OF 1195.19 FEET: THENCE RUN SOUTH 01°17'21" WEST, A DISTANCE OF 1109.50 FEET; THENCE RUN SOUTH 02°31'30" EAST, A DISTANCE OF 1464.06 FEET: TO THE NORTH RIGHT-OF-WAY OF BELL AVENUE, AS RECORDED IN DEED BOOK 215, PAGE 421, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA: THENCE RUN NORTH 89°26'45" WEST, ALONG SAID RIGHT-OF-WAY, 1233.03 FEET TO THE POINT OF BEGINNING.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 28, THENCE NORTH 02°49'59" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST ONE QUARTER, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BELL AVENUE; THENCE CONTINUE NORTH 02°49'59" WEST, ALONG THE WEST LINE OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 28 AND THE EASTERLY LINE OF SUNRISE HOMESITES SUBDIVISION, AS RECORDED IN PLAT BOOK 13, PAGE 14 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 1110.80 FEET; THENCE DEPARTING SAID LINE, NORTH 87°10'01" EAST, A DISTANCE OF 1153.12 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE WATER CONTROL DISTRICT CANAL RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 212 AT PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 06°34'23" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1191.60 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF BELL AVENUE; THENCE NORTH 89°11'41" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BELL AVENUE, A DISTANCE OF 1233.33 FEET TO THE POINT OF BEGINNING.

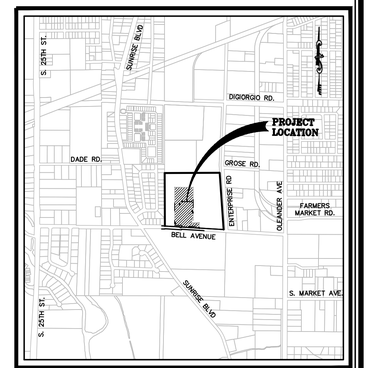
CONTAINING 31.43 ACRES, MORE OR LESS.



LEGEND

- EXISTING CONCRETE
- EXISTING PAVEMENT
- AREA TO BE REMOVED
- OVERLAND FLOW DIRECTION
- EXIST. FENCE
- EXIST. FIRE HYDRANT
- PROPOSED WHEELSTOP
- PROPERTY LINE
- PLANING AREA PROJECT LIMIT
- EXIST. EXISTING
- PROP. PROPOSED
- TOP TOP OF BANK
- TYP. TYPICAL

GRAPHIC SCALE
60 0 30 60
(IN FEET)
1 inch = 60 ft.



PROJECT LOCATION MAP NTS

SITE DATA

1. PROJECT NAME:
TROPICAL RECYCLING

2. LOCATION:
1450 BELL AVENUE
FORT PIERCE, FL

3. PROJECT DESCRIPTION:
RECYCLING FACILITY

4. PARCEL ID NUMBER:
A PORTION OF: 2428-431-0001-000-1

5. PLANNING AREA:
7.73 ACRES
336,731.13 SQ FT

6. ZONING:
I1 (LIGHT INDUSTRIAL)

7. LAND USE:
I (INDUSTRIAL)

8. DEVELOPMENT SCHEDULE:
START SEPTEMBER 2015
COMPLETE: NOVEMBER 2015

9. FLOOD ZONE:
THE PROJECT IS LOCATED IN FLOOD ZONE X
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 12111C0189J

10. SITE COVERAGE (PLANNING AREA)

	ACREAGE	SQ FEET	% OF SITE
EX. BLDG	1.20	52,173	15.50%
PROP. BUILDING	0.01	480	0.14%
EX. PAVEMENT	3.49	151,861	45.10%
PROP. CONC./SIDEWALK	0.03	1,358	0.40%
TOTAL IMPERVIOUS	4.73	205,872	61.14%
TOTAL PERVIOUS	3.00	130,859	38.86%
TOTAL	7.73	336,731	100%

11. BUILDING HEIGHT:
MAXIMUM BUILDING HEIGHT: 25'

12. BUILDING SETBACK

SETBACKS (FEET)	REQUIRED	PROPOSED
FRONT	15'	PROVIDED MORE THAN 90'
REAR	15'	PROVIDED MORE THAN 611'
SIDE	15'	PROVIDED MORE THAN 366'

13. UTILITY SERVICES:

WATER SERVICE:	FPUA	ELECTRIC SERVICE:	FPL
SEWAGE SERVICE:	FPUA*	SOLID WASTE:	FPUA
CABLE SERVICE:	COMCAST		

*EXISTING SEPTIC PROPOSED FPUA

14. REFUSE COLLECTION:
TRASH AND SOLID WASTE IS COLLECTED AT CENTRAL PICK-UP LOCATION.

15. PARKING REQUIRED:
CITY CODE SECTION 22-60 DOES NOT PROVIDE A PARKING RATIO FOR A RECYCLING FACILITY. SIMILAR FACILITIES WITHIN THE REGION PROVIDE AN AVERAGE RATION OF 1.5 TIMES THE NUMBER OF FULL TIME EMPLOYEES.

	REQUIRED	PROVIDED
1.5 SPACE / EMPLOYEE:	45 SPACES	45 SPACES

INCLUDED 2 HANDICAP SPACES

16. SITE DRAINAGE:
EXISTING SITE DRAINAGE OUTFALL TO THE NORTH TO NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 11 VIA SHEET FLOW FROM THE PARKING LOT AND OPEN SPACE. NO SITE RELATED CHANGES ARE PROPOSED.

17. WATER AND WASTEWATER STATEMENT:
WATER MAINS ARE AVAILABLE ON BELL AVENUE. THE PROPERTY PRESENTLY RECEIVED SANITARY SERVICE WITH AN ON-SITE WASTE DISPOSAL SYSTEM (SEPTIC DRAINFIELD). THE SITE IS CURRENTLY OCCUPIED BY TENANTS AND THE EXISTING SEPTIC SYSTEM SYSTEM CAPACITY WILL BE REVIEWED. IF AN INCREASE IN CAPACITY IS NEEDED A SANITARY GRINDER STATION WILL BE INSTALLED TO CONNECT TO THE FORCE MAIN.

18. IRRIGATION STATEMENT:
IRRIGATION IS SUPPLIED BY AN ON-SITE WELL CONNECTED TO THE SURFICIAL AQUIFER.

19. TRAFFIC STATEMENT:
ITE CODE: 110 (GENERAL LIGHT INDUSTRIAL) 9TH EDITION
DAILY TRIPS: 3.02 / EMPLOYEE (3.02 X 30) = 91 VPD
AM PEAK HR: 0.44 / EMPLOYEE (0.44 X 30) = 13 VPH
PM PEAK HR: 0.42 / EMPLOYEE (0.42 X 30) = 13 VPH

20. HOURS OF OPERATION:
MONDAY THOUGH SATURDAY 7:00 AM - 5:00 PM

21. GENERAL NOTE:
ADEQUATE SITE LIGHTING FOR PEDESTRIAN AND PARKING AREAS REQUIRED. PHOTOMETRIC LIGHTING PLAN TO BE PROVIDED PRIOR TO FINAL SITE PLAN APPROVAL.

22. RIGHT-OF-WAY DEDICATION ON BELL AVENUE TO BE DETERMINED.

DEVELOPMENT TEAM

1. OWNER:
RAILSIDE LLC
1307 NE SUNVIEW TERRACE
JENSEN BEACH, FL 34957
PHONE: (917) 575-2919
EMAIL: JK@CASTLECREEKPARTNERSLLC.COM

2. PETITIONER:
TROPICAL EXCHANGE CORP.
DBA: TROPICAL RECYCLING
2625 ELECTRONIC WAY
WEST PALM BEACH, FL
PHONE: (561) 832-7477
EMAIL: BRIAN@TROPICALRECYCLING.COM

3. OWNER'S REPRESENTATIVES / ENGINEER
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH STREET
FORT PIERCE, FL 34981
PHONE: (772) 464-3537
FAX: (772) 464-9497
SMATTHES@CT-ENG.COM

4. ARCHITECT:
JAMES B. GILGENBACH
ARCHITECTURE & PLANNING
NEWPORT COMMERCE CENTER
1239 E NEWPORT CENTER DR., SUITE 107
DEERFIELD BEACH, FL 33442
PHONE: (954) 426-1652

5. LANDSCAPE ARCHITECT:
BOGGS PLANNING & LANDSCAPE ARCHITECTURE
100 AVENUE A, SUITE 2E
FORT PIERCE, FL 34995
PHONE: (772) 486-5228
WWW.GBPLANS.COM

6. CONSTRUCTION MANAGER
REALTIME PROPERTY DEVELOPMENT SERVICE
101 S. OCEAN DRIVE
FORT PIERCE, FL 34950
PHONE: (772) 344-7100
REALTIMEFLA@AOL.COM

7. PROJECT SURVEYOR
ALEXANDER J. PIAZZA, PSM
619 SW BILTMORE AVE
PORT ST. LUCIE, FL 34983
PHONE: (772) 340-7770

STEFAN K. MATTHES P.E. FL. REG. NO. 38723

COMPUTER FILE REF.	FIELD BK./PG.
15-126 SitePlan.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -	BY	DATE
REVISED PARKING/BIKE RACK/SIDEWALK/SITE DATA PER TRC COMMENTS	RN	08/25/15
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

	BY	DATE
DESIGNED	SKM	08/04/15
CALCS.	-	-
DRAWN	DRP	08/04/15
DETAILED	RN	08/25/15
CHECKED	JPT	08/25/15
APPROVED	SKM	08/25/15

TROPICAL RECYCLING

SITE PLAN

DATE: 08/25/2015
HORIZ. SCALE: 1"=60'
VERT. SCALE: N/A
JOB No. 15-126
SHEET 1 of 2

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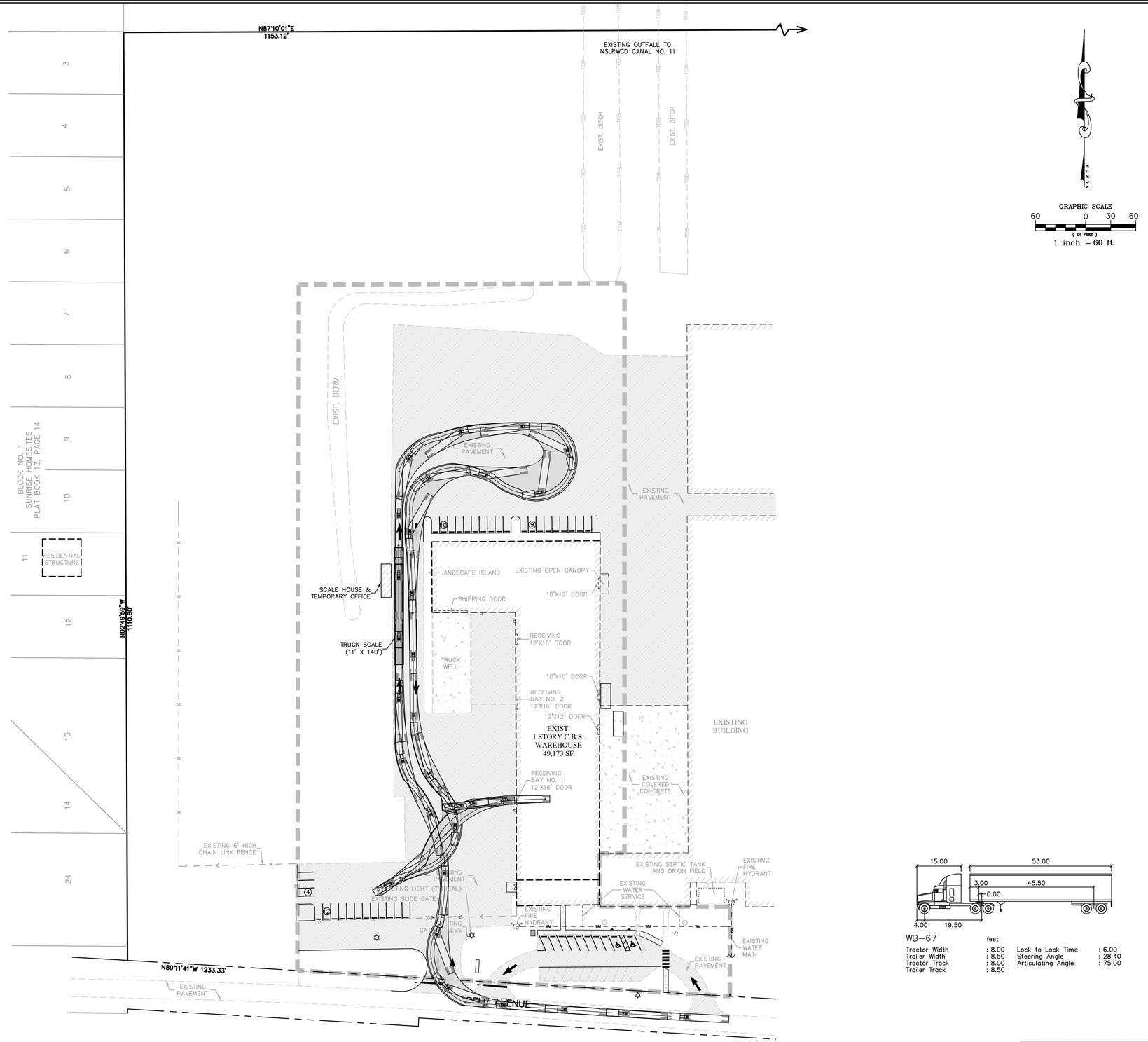

WB–67	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.00
Trailer Width	: 8.50	Steering Angle	: 28.40
Tractor Track	: 8.00	Articulating Angle	: 75.00
Trailer Track	: 8.50		

STEFAN K. MATTHES P.E. FL. REG. NO. 38723

P:\Proj-2015\15-126 – tropical recycling\Eng\15-126 SitePlan.dwg

COMPUTER FILE REF.	FIELD BK./PG.
15-126 SitePlan.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
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STATE OF FLORIDA CERTIFICATION No. LB 4286

– REVISIONS –	BY	DATE
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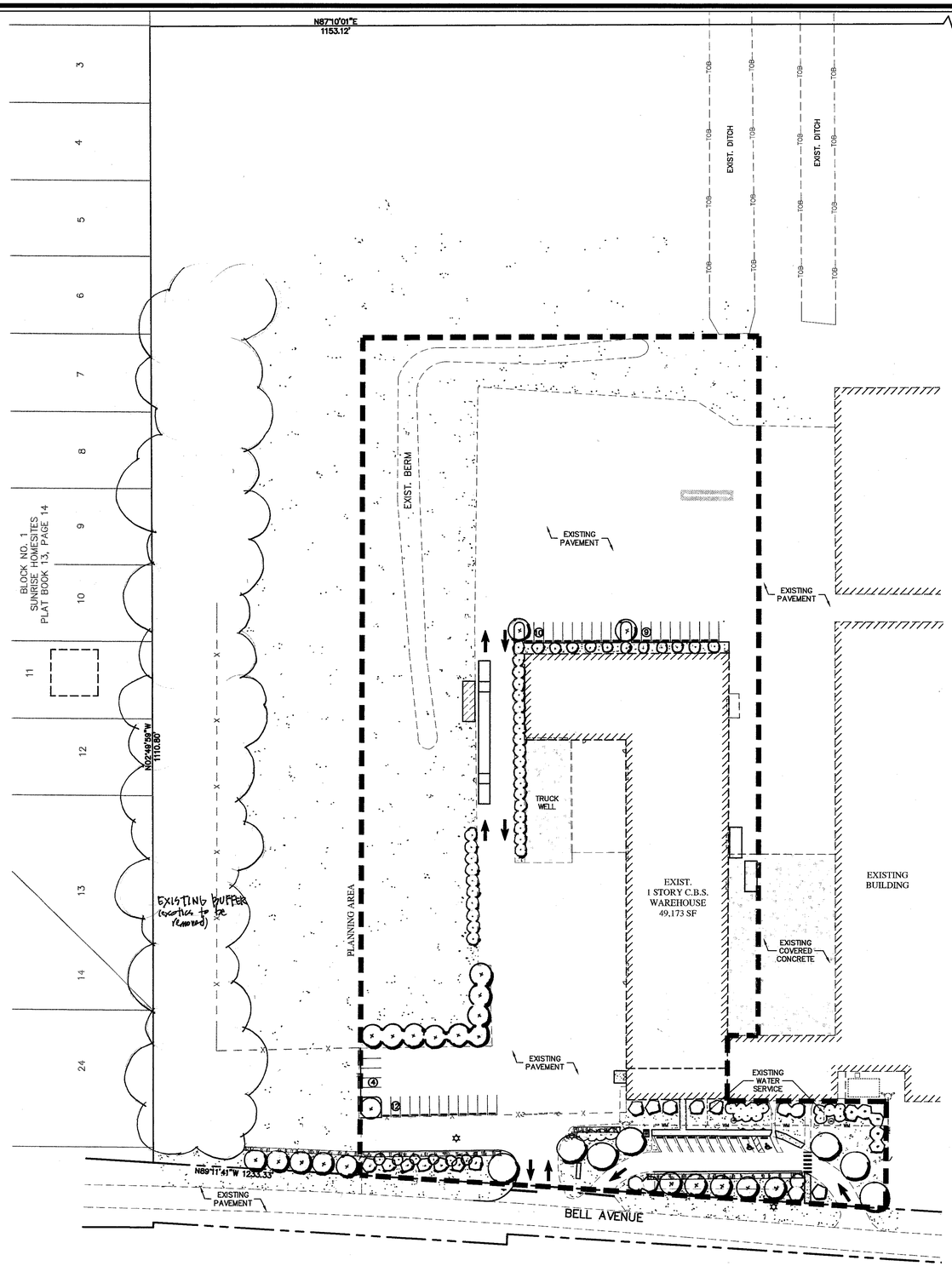
.	.	.

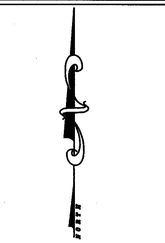
	BY	DATE
DESIGNED	SKM	08/04/15
CALCS.	.	.
DRAWN	DRP	08/04/15
DETAILED	.	.
CHECKED	JPT	08/07/15
APPROVED	SKM	08/07/15

TROPICAL RECYCLING

WB–67 AUTOTURN EXHIBIT

DATE: 08/07/2015
HORIZ. SCALE: 1"=60'
VERT. SCALE: N/A
JOB No. 15–126
SHEET 2 of 2





Landscape Data

Vehicular Use Area along Right of Way

520 linear feet x 10 = 5,200 square feet of required landscape area

5,200/300 = 17 trees required

Vehicular Use Area along Property Line (north)

300 linear feet x 10 = 3,000 square feet of required landscape area

3,000/200 = 15 trees required

Interior Vehicular Use Area

155,901 square feet of Vehicular Use Area

155,901/30 = 5,196.70 square feet of required landscape area

5,197/100 = 52 trees required

Total Trees Required = 84 Trees @ 2.5 inch caliper = 210 inches of caliper required

Total Landscape Area Provided = 127,315 +/- square feet

Total Trees Provided = 53 trees, 62 palms

7 – 2.5" oaks	17.5"
22 – 2.5" holly	55"
12 – 2.5" crape myrtle	30"
12 – 2.5" red cluster bottlebrush	30"
Total Tree Caliper	132.5"
62 – cabbage palm (62/2=31 trees)	77.5" credit-31 @2.5")
Total	210 caliper inches

Plant List

Qty	Botanical Name	Common Name	Specification
7	Quercus virginiana	Live Oak	2.5" cal. min.
22	Ilex attenuata 'Eagleston'	East Palatka cultivar	2.5" cal., min
12	Lagerstroemia indica 'Muskogee'	Crape Myrtle cultivar	2.5" cal., min.
12	Callistemon 'Red Cluster'	Red Cluster bottlebrush	2.5" cal., min.
62	Sabal palmetto	Cabbage Palm	12-18 ht., mix
195	Foresteria segregata	Florida Privet	24" ht. 24" o.c.

Sod to be Argentine Bahia

Landscape Notes:

1. All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free ofdisease sand insects at the time of installation.
2. Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting.
3. Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
4. Turf grass shall be installed using solid sod and shall be either Bahia or St. Augustine sod.
5. All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
6. All existing native vegetation found on the site and is not in direct conflict with the proposed building or parking areas shall be left undisturbed. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material will be placed around the staked out locations of existing native vegetation.
7. No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
8. Existing understory shall be maintained in areas of undisturbed native vegetation.
9. All Category 1 exotic plant species will be eradicated from the planning area indicated.
10. Conspicuous, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.

COMPUTER FILE REF.	FIELD BK./PG.

BOGGS
PLANNING + LANDSCAPE ARCHITECTURE
100 AVENUE A SUITE 2E
FORT PIERCE, FLORIDA 34950

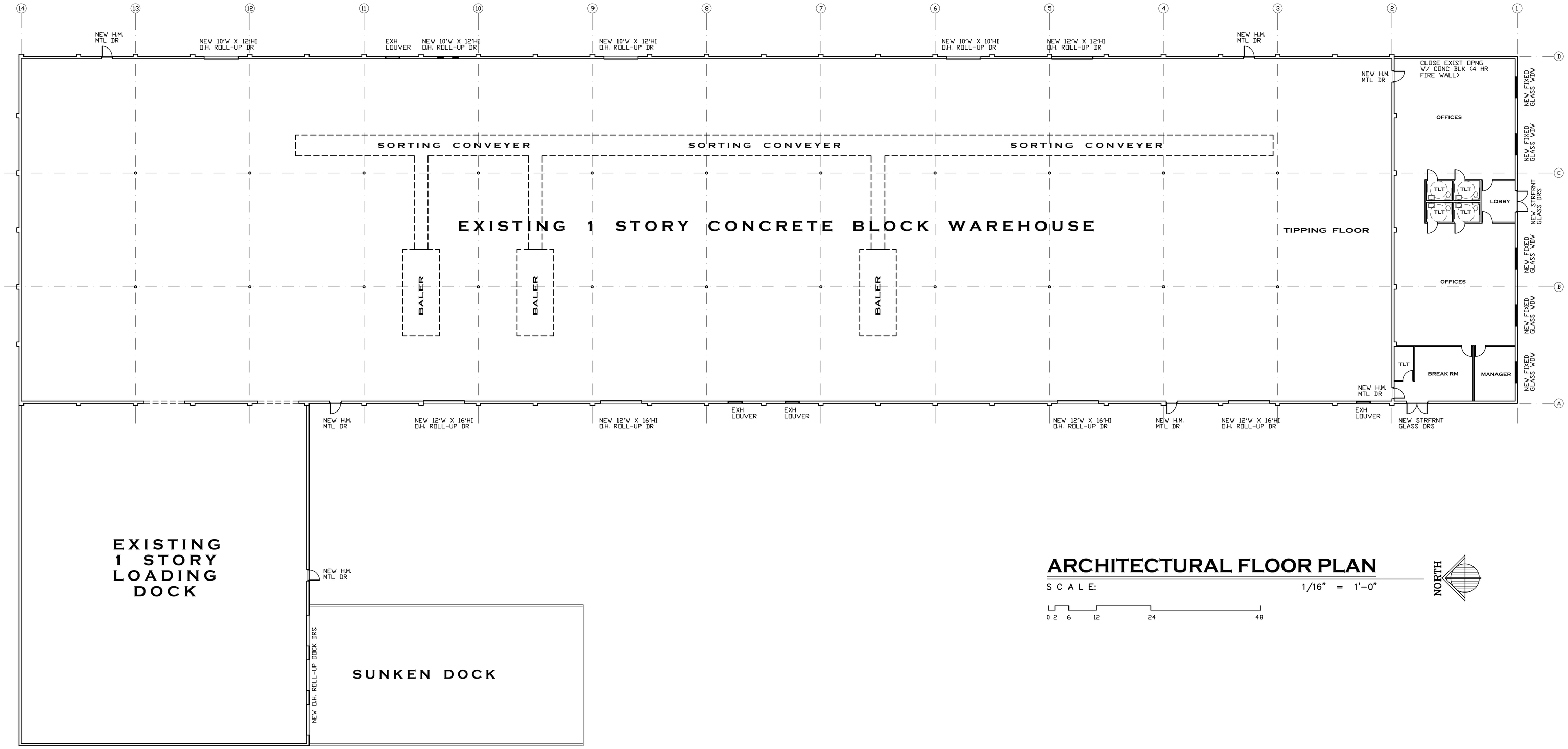
– REVISIONS –	BY	DATE
REVISED PARKING/BIKE RACK/SIDEWALK/SITE DATA PER TRC COMMENTS	GB	08/25/15

	BY	DATE
DRAWN		
CHECKED		
APPROVED		

TROPICAL RECYCLING

LANDSCAPE PLAN

08/25/2015
HORIZ. SCALE: 1"=60'
VERT. SCALE: NA
JOB No.
SHEET 1 OF 1



ARCHITECTURAL FLOOR PLAN

SCALE: 1/16" = 1'-0"

0 2 6 12 24 48

NORTH

JAMES E. GILGENBACH
ARCHITECTURE & PLANNING
SUITE 107
1239 E NEWPORT CENTER DR
NEWPORT COMMERCE CENTER
DEEFIELD BEACH
FLORIDA 33442
(954) 426 – 1652

ARCHITECT
AR-7457

REVISIONS:

1. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER ALL SCALED DIMENSIONS.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS & ADVISE ARCHITECT OF ANY DISCREPANCIES. CONSTRUCTION SHALL NOT PROCEED UNTIL SAID DISCREPANCIES HAVE BEEN RESOLVED BY ARCHITECT.
3. NO MATERIALS OR SYSTEMS ARE TO BE FABRICATED UNTIL:
   A. ALL DIMENSIONS HAVE BEEN VERIFIED BY THE CONTRACTOR.
   B. SHOP DRAWINGS HAVE BEEN REVIEWED & ACCEPTED BY THE ARCHITECT.

TENANT IMPROVEMENTS FOR

TROPICAL RECYCLING

1450 BELL AVENUE
FORT PIERCE, ST LUCIE COUNTY, FLORIDA

DATE: 06 AUG '15
PROJECT NO: 15 – A115
SHEET: of 2 A1

Tropical Recycling

Truck Route

Southbound receiving & northbound shipping traffic will exit at the I-95 & SR 70 Interchange, then SR 70 east to Jenkins Road, south on Jenkins to Edwards Road, east on Edwards Road to Oleander Avenue, south on Oleander Avenue to Bell Avenue, then west on Bell Avenue to the Project.

Northbound receiving & southbound shipping traffic will exit at the I-95 & Midway Road Interchange, then Midway Road east to Glades Cut-Off Road, north on Glades Cut-Off Road to Selvitz Road, continuing north on Selvitz Road to Edwards Road, then east on Edwards Road to Oleander Avenue, south on Oleander Avenue to Bell Avenue, then west on Bell Avenue to the Project.

D R A F T

CITY OF FORT PIERCE
PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, SEPTEMBER 15, 2015, 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

Mr. Walker, Assistant City Attorney, joined the meeting at 7:48 PM.

Present:	**Marcia Baker**; **Mike Dahan**; **Brian Paul**; **Tim O'Connell**; **Charles Hayek**; **John George**; **Eloise Cumings**; **Robert Poitier**; **Steve Weaver**; **Bob Burdge**, **Chairman**
Absent:	**Erica Klevers**; **Eduardo Mujica**
Staff Present:	**Rebecca Grohall, AICP**, **Planning Manager**
	James Walker, **Assistant City Attorney**
	Kori Benton, **Senior Planner**
	Clarissa Davis, **Planner**
	Alicia Rosenthal, **Administrative Assistant**

4. CONSIDERATION OF ABSENCES

Ms. Klevers and Mr. Mujica notified staff they would not be in attendance. Ms. Klevers submitted her resignation letter from the Board and her permanent position will be replaced by Mr. Weaver, who is the senior alternate.

5. CERTIFICATION OF ALTERNATE MEMBER VOTING STATUS

Mr. Poitier and Mr. Weaver were made active members for the meeting.

6. APPROVAL OF MINUTES

a. Minutes of the August 11, 2015 meeting

Motion was made by John George, and seconded by Charles Hayek to approve the minutes from the August 11, 2015 meeting.

AYE: **Mike Dahan**, **Brian Paul**, **Tim O'Connell**, **Charles Hayek**, **John George**, **Eloise Cumings**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

7. NEW BUSINESS

Staff asked for the order of new business be changed to accommodate the applicants who want to speak.

a. Conditional Use - The Perky Puppy - 509 Georgia Avenue

Mr. Benton gave an overview of the application and answered questions from the Board. Hoyt Murphy Jr., Plaza Owner, spoke about the turf and sound barriers in the plaza and gave his support for the Perky Puppy. Debra Webb, Owner of Perky Puppy, answered questions from the Board and elaborated on the boarding space for the dogs.

Motion was made by Brian Paul, and seconded by John George to forward a recommendation to the City Commission for approval of the request.

AYE: **Brian Paul**, **Tim O'Connell**, **Charles Hayek**, **John George**, **Eloise Cumings**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Mike Dahan**, **Chairman Bob Burdge**

Passed

b. Conditional Use - Tropical Recycling - 1450 Bell Avenue

Mr. Weaver recused himself because he has an ongoing business relationship with one of the property owners.

Mr. Benton gave an overview of the application and answered questions from the Board. Stef Matthes, Representative, from Culpepper and Terpening, addressed questions about the truck route, size of trucks and the trucks being covered. Brian Katz, President of Tropical Recycling, provided further information about the recycling business and answered questions from the Board.

Motion was made by John George, and seconded by Brian Paul to forward a recommendation to the City Commission for approval of the request based upon the designated truck route, approaching Oleander Avenue via Midway Road or Edwards Road.

AYE: **Eloise Cumings**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Mike Dahan**, **Brian Paul**, **Tim O'Connell**, **Charles Hayek**, **John George**, **Chairman Bob Burdge**

Passed

c. Annexation - 5550 S US Hwy 1 and Smallwood Avenue (5300 S US Hwy 1)

Ms. Davis gave an overview of the annexations and explained that annexations are being handled through FPUA service agreements and not all properties to the north have those agreements on file.

Motion was made by Charles Hayek, and seconded by Marcia Baker to forward a recommendation of approval to the City Commission to annex the parcels into Fort Pierce city limits.

AYE: **Mike Dahan**, **Brian Paul**, **Tim O'Connell**, **Charles Hayek**, **John George**, **Eloise Cumings**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Chairman Bob Burdge**

Passed

d. **Zoning Text Amendment - "Multi-Dwelling Building" as a permitted use within the R-5, High Density Residential zone.**

Ms. Davis gave an overview of the Zoning Text Amendment and answered questions about Mixed-Use in the R-5 Zoning.

Motion was made by John George, and seconded by Charles Hayek to forward a recommendation of approval to the City Commission.

AYE: **Charles Hayek**, **John George**, **Eloise Cumings**, **Robert Poitier**, **Steve Weaver**, **Marcia Baker**, **Mike Dahan**, **Brian Paul**, **Tim O'Connell**, **Chairman Bob Burdge**

Passed

8. BOARD COMMENTS

Due to Ms. Klevers resigning, an election for Vice-Chair will be held at the next regular meeting. The Board asked Mr. Walker to present information, at the next meeting, on changing rule #15 to include succession of the Secretary to Vice- Chair if he/she vacates his/her office before his/her term is completed.

Mr. Walker apologized for being late due to a family emergency.

9. ADJOURNMENT

City Commission Regular Meeting **Agenda Item # 11. a.**

Meeting Date: 10/05/2015

Re: Restoring the Village Youth Initiative Update

Submitted For: Robert Bradshaw, City Manager, City Manager

SUBJECT:

Presentation of update on Restoring the Village Youth Initiative by Shaniek Maynard, Executive Director, Roundtable of St. Lucie County,

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	09/30/2015 04:02 PM

Form Started By: Jennifer Robinson Started On: 09/02/2015 02:12 PM

Final Approval Date: 09/30/2015

City Commission Regular Meeting **Agenda Item # 12. a.**

Meeting Date: 10/05/2015

Re: Historic Preservation Board Re-Appointments

SUBJECT:

Resolution 15-R25 reappointing members to the Historic Preservation Board.

SUMMARY:

Recommend re-appointment of Paul Sampson, Peggy Harris and Susan Boardman to the Historic Preservation Board for a three year term expiring 10/4/2018. Approving the re-classification of Holly Theuns and Charlie Hayek to regular members. We are seeking other applications to fill two vacant positions.

RECOMMENDATION:

Approve resolution appointing Mr. Sampson, Ms. Harris and Ms. Boardman and the re-classification of Ms. Theuns and Mr. Hayek.

ALTERNATIVES:

Seek additional applications

RESPONSIBLE STAFF:

Maria Lewicka, Historic Preservation Planner

COORDINATED WITH:

Linda Cox, City Clerk

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

There is no fiscal impact.

Attachments

15-R25

Historic Preservation Board Reappointments

Historic Preservation Board Attendance 2015

Form Review

Inbox	Reviewed By	Date

City Manager	Robert Bradshaw	09/15/2015 03:38 PM

Form Started By: Alicia Rosenthal
Started On: 09/01/2015 11:54 AM
Final Approval Date: 09/22/2015

RESOLUTION NO. 15-R25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE HISTORIC PRESERVATION BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Historic Preservation Board in accordance with Section 23-22 of the Code of Ordinances of the City of Fort Pierce; said term to commence upon adoption of this Resolution and to expire October 4, 2018:

Paul Sampson
Peggy Harris
Suzanne Boardman

AND BE IT FURTHER RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby reclassified as regular members of the Historic Preservation Board in accordance with Section 23-22 of the Code of Ordinances of the City of Fort Pierce; said term to expire on December 16, 2016:

Holly Theuns
Charlie Hayek

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 5th day of October, 2015.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
ROBERT V. SCHWERER
CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historic Preservation Board

Name: Suzanne Boardman	Phone: 772 429 0087
Home Address: 524 N 2nd St Ft Pierce FL 34950	How long at this address? 12 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Fullfillment Account Specialist w/ LNS	
Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No If yes, list the address and nature of said business: partner Beachbay Carpentry, INC 524 N 2nd St. Ft Pierce FL 34950	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☐ Yes ☑ No Contracting: ☑ Yes ☐ No Land Development: ☐ Yes ☑ No Other: Describe your education, background, training and knowledge in the above area(s): BA Marketing/Public Relation USC Cola. SC	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify:	
Have you ever been convicted of a crime? ☑ Yes ☐ No If yes, what was the nature of the crime(s) you were convicted of: Misedm.	
Referred by:	Email Address: Suzannes@landnsea.com
Date: 3/23/15	Applicant's Signature Suzanne Boardman

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 468-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historic Preservation

Name: Paul Sampson	Phone: 772-577-0434
Home Address: 241 Bermuda Beach Dr	How long at this address? 1 year

Are you a citizen of the United States? ■ Yes ☐ No

Occupation: Contractor

Do you own a business that operates within the City of Fort Pierce? ■ Yes ☐ No
If yes, list the address and nature of said business:
TLC Experts Restoration Remodel and Cleaning
1237 Delaware Ave Fort Pierce Fl. 34950

Do you now or in the future plan to do business with the City of Fort Pierce? ■ Yes ☐ No
If yes, in what capacity?
Cleaning

Are you employed by a business that is located within the City of Fort Pierce? ■ Yes ☐ No
If yes, state the business and location:
TLC Experts Restoration Remodel and Cleaning
1237 Delaware Ave Fort Pierce Fl. 34950

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ■ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge in the above area(s):
State Certified Contractor State Licensed Mold Remeator

Are you currently a member of a Commission-appointed board/committee? ■ Yes ☐ No
If yes, please specify:
Historic Preservation

Have you ever been convicted of a crime? ☐ Yes ■ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Email Address: paul@tlcexperts.com

Date: 3/24/15 Applicant's Signature: Paul M Sampson

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 468-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historic Pres.

Name: Peggy Harris	Phone: 772-519-2579
Home Address: 2702 Avenue I	How long at this address? 53yrs
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Retired	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: Sunrise Board member	
Have you ever been convicted of a crime? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Email Address:
Date: 8/28/15	Applicant's Signature: Peggy Harris

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 468-3841 or via email at lcox@city-ftpierce.com

HISTORIC PRESERVATION BOARD
ATTENDANCE RECORD 2015

BOARD MEMBERS	1/6/2015	1/26/2015	2/23/2015	3/23/2015	4/27/2015	5/26/2015	6/22/2015	7/27/2015	8/24/2015	9/28/2015	10/26/2015	11/23/2015	12/28/2015
GATES, SUNNY	P	X	P	P	P	E	E	P	E				
CULVERHOUSE, BRAD	E	X	P	E	E	U	P	P	P				
SAMPSON, PAUL	P	X	P	P	E	P	P	P	E				
WILSON, JEAN ELLEN	P	X	P	P	P	P	P	P	Resigned				
HARRIS, PEGGY BROWN	P	X	P	E	E	U	E	P	P				
SUZANNE BOARDMAN	E	X	P	P	P	P	P	P	P				
KATE-JACKSON, ANNIE	E	X	P	E	E	E	U	Passed Away					
THEUNS, HOLLY	P	X	E	P	P	P	P	P	P				
HAYEK, CHARLIE	E	X	E	P	P	P	P	P	P				

P = PRESENT
E = EXCUSED
U = UNEXCUSED

City Commission Regular Meeting **Agenda Item # 12. b.**

Meeting Date: 10/05/2015

Re: Planning Board Reclassification

SUBJECT:

Resolution 15-R26 Certifying the Reclassification of a Member due to a vacancy created by a resignation.

SUMMARY:

Ms. Klevers submitted her resignation from the City Planning Board on September 14, 2015. Mr. Steve Weaver was the #1 Alternate and therefore should move into a regular position.

RECOMMENDATION:

Approve Resolution 15-R26.

ALTERNATIVES:

Seek other applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Rebecca Grohall, Planning Manager

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

No Fiscal Impact.

Attachments

15-R26

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	09/28/2015 10:23 AM

Form Started By: Linda Cox Started On: 09/23/2015 03:40 PM

Final Approval Date: 09/28/2015

RESOLUTION NO. 15-R26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE RECLASSIFICATION OF A MEMBER OF THE CITY PLANNING BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and is hereby reclassified as a regular member of the City Planning Board to fill a vacancy resulting from a resignation; said term to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

Name	Type	Term Expires
Steve Weaver	regular	February 29, 2016

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 5th day of October, 2015.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Robert V. Schwerer, City Attorney

City Commission Regular Meeting **Agenda Item # 12. c.**

Meeting Date: 10/05/2015

Re: Resolution 15-R27

Submitted For: Robert Schwerer, City Attorney, City Attorney

SUBJECT:

Resolution 15-R27 Authorizing the Issuance of Refunding Note by the Fort Pierce Redevelopment Agency.

SUMMARY:

Resolution approving the refinancing of FPRA bonds in order to save the city revenue.

RECOMMENDATION:

Approve Resolution 15-R27

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Robert Schwerer, City Attorney

COORDINATED WITH:

Linda W. Cox, City Clerk

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

City Attorney will explain the fiscal impact.

Attachments

15-R27

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	09/30/2015 04:47 PM

Form Started By: Linda Cox Started On: 09/25/2015 12:39 PM

Final Approval Date: 09/30/2015

RESOLUTION NO. 15-R27

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING AND APPROVING THE ISSUANCE BY THE FORT PIERCE REDEVELOPMENT AGENCY OF ITS NOT EXCEEDING $20,000,000 PRINCIPAL AMOUNT REDEVELOPMENT REVENUE REFUNDING NOTE, SERIES 2015A AND NOT EXCEEDING $11,500,000 PRINCIPAL AMOUNT REDEVELOPMENT REVENUE REFUNDING NOTE, SERIES 2015B IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 163, PART III, FLORIDA STATUTES, AS AMENDED; APPROVING THE SALE OF SAID NOTES BY THE REDEVELOPMENT AGENCY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PEIRCE, FLORIDA AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, Section 163.358, Florida Statutes, Section 163.385, Florida Statutes and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained determined and declared:

(A) The Fort Pierce Redevelopment Agency (the "Agency") issued its Redevelopment Revenue and Refunding Bonds, Series 2005 and Redevelopment Revenue Bonds, Series 2006 (collectively, the "Refunded Bonds") to finance and refinance the acquisition and construction of community redevelopment in the Agency's community redevelopment area.

(B) The Agency has determined it necessary, desirable and in the best interests of the Agency and the property owners, residents and tenants of the City of Fort Pierce, Florida (the "City") that the Agency issue its Redevelopment Revenue Refunding Note, Series 2015A (the "2015A Note") and Redevelopment Revenue Refunding Note, Series 2015B ("2015B Note" collectively with the 2015A Note, the "2015 Notes") to currently refund all of the Agency's outstanding Redevelopment Revenue and Refunding Bonds, Series 2005 and to advance refund all of the Agency's Redevelopment Revenue Bonds, Series 2006 (collectively, the "Refunded Bonds"), in that such refunding will result in debt service savings for the Agency.

SECTION 3. AUTHORIZATION OF ISSUANCE OF 2015 NOTES. The City hereby authorizes the issuance of the 2015A Note in a principal amount not to exceed $20,000,000 and the 2015B Note in a principal amount not to exceed $11,500,000 to refund the Refunded Bonds and pay costs of issuing the 2015 Notes as more particularly described in the Agency Resolution adopted the date hereof and attached hereto (the "Agency Resolution").

SECTION 4. APPROVAL OF SALE OF NOTE. The City hereby approves the sale of the 2015 Notes by the Agency in accordance with the terms and provisions of the Agency Resolution.

SECTION 5. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 5th day of October, 2015.

CITY OF FORT PIERCE, FLORIDA

ATTEST:

By: _____
Linda Hudson, Mayor Commissioner

By _____
Linda Cox, City Clerk

(CITY SEAL)

APPROVED AS TO THE FORM
AND CORRECTNESS

_____
Robert V. Schwerer, City Attorney

City Commission Regular Meeting **Agenda Item # 12. d.**

Meeting Date: 10/05/2015

Re: Resolution

Submitted For: Robert Schwerer, City Attorney, City Attorney

SUBJECT:

Resolution 15-R28 - Accepting the proposal of Capital One Public Funding, LLC to purchase the Capital Improvement Revenue Refunding Note and authorizing the execution and delivery of a Loan Agreement.

SUMMARY:

Resolution authorizing the refinancing of FPRA Revenue bonds in order to save the City revenue.

RECOMMENDATION:

Approve Resolution No. 15-R28

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Robert Schwerer, City Attorney

COORDINATED WITH:

Linda W. Cox, City Clerk

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

City Attorney will explain the fiscal impact.

Attachments

15-R28

Exhibit - Loan Doc

Exhibit Term Sheet

Form Review

Inbox	Reviewed By	Date

City Manager	Robert Bradshaw	09/30/2015 04:47 PM

Form Started By: Linda Cox
Started On: 09/25/2015 01:15 PM
Final Approval Date: 09/30/2015

RESOLUTION NO. 15-R28

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA ACCEPTING THE PROPOSAL OF **CAPITAL ONE PUBLIC FUNDING, LLC** TO PURCHASE THE CITY'S NOT TO EXCEED $28,500,000 **CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE**, SERIES 2015; THE PROCEEDS OF WHICH WILL BE APPLIED TO CURRENTLY REFUND ALL OF THE CITY'S OUTSTANDING CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2004 AND TO ADVANCE REFUND THE CITY'S CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2008A MATURING SEPTEMBER 1, 2019 AND THEREAFTER; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SAID LENDER TO SECURE THE REPAYMENT OF SAID LOAN; PROVIDING FOR THE PAYMENT OF SUCH NOTE FROM THE CITY'S COVENANT TO BUDGET AND APPROPRIATE NON AD VALOREM REVENUES ALL AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE LOAN AGREEMENT, THE NOTE, AND THE SECURITY THEREFOR; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID LOAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PEIRCE, FLORIDA AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, the Florida Constitution, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained determined and declared:

(A) The City of Fort Pierce, Florida (the "City") deems it necessary, desirable and in the best interests of the City that the City issue its Capital Improvement Revenue Refunding Note, Series 2015 (the "2015 Note") to currently refund all of the City's outstanding Capital Improvement Revenue Bonds, Series 2004 and to advance refund all of the City's Capital Improvement Revenue Refunding Bonds, Series 2008A maturing September 1, 2019 and thereafter (collectively, the "Refunded Bonds"), in that such refunding will result in debt service savings for the City, all as more particularly described herein and in the Loan Agreement (as defined herein).

(B) Pursuant to Section 2(b), Article VIII of the State Constitution and Section 166.021, Florida Statutes, municipalities have the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law. The issuance of the 2015 Note and the execution and delivery of the Loan Agreement for the purposes of refunding the Refunded Bonds is not prohibited by law.

(C) The City staff in consultation with RBC Capital Markets, LLC ("RBC") has reviewed the proposal of Capital One Public Funding, LLC (the "Lender") regarding a loan in an amount of not to exceed $28,500,000 as provided in the 2015 Note (the "Loan") to the City, the proceeds of which will be applied to refund the Refunded Bonds and to pay costs of issuing the 2015 Note.

(D) The Loan will be secured by the City's covenant to budget and appropriate Non Ad Valorem Revenues as provided in the Loan Agreement pursuant to which the City will issue the 2015 Note to secure the repayment of the Loan.

(E) Prior to the issuance of the 2015 Note the City shall have received the certificate of Independent Auditor required by various City resolutions as a condition

precedent to the issuance by the City of debt payment from amounts budgeted and appropriated from non ad valorem revenues.

(F) The City has determined that due to the present volatility of the market for municipal debt, it is in the best interest of the City to issue the 2015 Note pursuant to the Loan Agreement by negotiated sale, allowing the City to issue the 2015 Note at the most advantageous time, rather than a specified advertised future date, thereby allowing the City to obtain the best possible price, interest rate and other terms for the 2015 Note and, accordingly, the City Commission of the City hereby finds and determines that it is in the best financial interest of the City that a negotiated private placement of the 2015 Note to the Lender be authorized.

SECTION 3. AUTHORIZATION OF ISSUANCE OF 2015 NOTE AND REFUNDING OF REFUNDED BONDS. The City hereby authorizes the issuance of the 2015 Note in a principal amount not to exceed $28,500,000 to refund the Refunded Bonds and pay costs of issuing the 2015 Note as more particularly described in the Loan Agreement.

SECTION 4. ACCEPTANCE OF COMMITMENT LETTER WITH LENDER. Based on a recommendation of RBC, the City hereby accepts the term sheet of the Lender dated August 27, 2015.

SECTION 5. APPROVAL OF FORM OF AND AUTHORIZATION OF LOAN AGREEMENT AND 2015 NOTE AND EXECUTION OF LOAN AGREEMENT AND 2015 NOTE. The Loan and the repayment of the Loan as evidenced by the 2015 Note shall be pursuant to the terms and provisions of the Loan Agreement and the 2015 Note. The City hereby approves the Loan Agreement in substantially the form attached hereto as **Exhibit A** and authorizes the Mayor or the Mayor Pro-Tem of the City (collectively, the "Mayor") and the City Clerk or any deputy or assistant City Clerk of the City (collectively, the "City Clerk") to execute and deliver on behalf of the City the Loan Agreement by and between the City and the Lender substantially in the form attached hereto as Exhibit A (the "Loan Agreement") and the 2015 Note in substantially the form attached to the Loan Agreement, with such changes insertions and additions as they may approve, their execution thereof being evidence of such approval.

SECTION 6. PAYMENT OF DEBT SERVICE ON 2015 NOTE. Pursuant to the Loan Agreement, the 2015 Note will be secured by a City covenant to budget and appropriate Non Ad Valorem Revenues, all as more particularly described in the Loan Agreement.

SECTION 7. AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents, certificates or opinions, are needed to effect any of the transactions referenced in this Resolution, the Loan Agreement or the 2015 Note, and the security therefore including but not limited to an escrow deposit agreement, the Mayor, the City Clerk, the City Manager, the City's Finance Director, the City Attorney and the City's Bond Counsel are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

SECTION 8. PAYING AGENT AND REGISTRAR. The City hereby accepts the duties to serve as registrar and paying agent for the 2015 Note.

SECTION 9. LIMITED OBLIGATION. The obligation of the City to repay amounts under the Loan Agreement and the 2015 Note are limited and special obligations, payable solely from the sources and in the manner set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City.

SECTION 10. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution, the Loan Agreement, or the 2015 Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any

other provision of this Resolution, the 2015 Note or the Loan Agreement, but this Resolution, the Loan Agreement, and the 2015 Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The 2015 Note shall be issued and Loan Agreement shall be executed and this Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 5th day of October, 2015.

CITY OF FORT PIERCE, FLORIDA

ATTEST:

By: _____
Linda Hudson, Mayor Commissioner

By _____
Linda Cox, City Clerk

(CITY SEAL)

APPROVED AS TO THE FORM
AND CORRECTNESS

_____
Robert V. Schwerer, City Attorney

LOAN AGREEMENT

Dated as of October 8, 2015

By and Between

CITY OF FORT PIERCE, FLORIDA
(the "City")

and

CAPITAL ONE PUBLIC FUNDING, LLC
(the "Lender")

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(The Table of Contents for this Loan Agreement is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provisions of this Loan Agreement.)

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Exhibit A Form of Note A-1

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement"), made and entered into this 8th day of October, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA** (the "City"), a municipal corporation of the State of Florida, and **CAPITAL ONE PUBLIC FUNDING, LLC**, a New York limited liability company authorized to do business in the State of Florida, including making the Loan described herein (the "Lender").

W I T N E S S E T H:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the City, pursuant to the provisions of the Florida Constitution, Chapter 166, *Florida Statutes* and other applicable provisions of Florida law (all of the foregoing, collectively, the "Act"), and Resolution No. _____, duly adopted by the City on October 5, 2015, is authorized to borrow money, and more particularly issue the Note described below for the City's public purpose; and

WHEREAS, in response to a request for proposal by the City regarding an intended borrowing to (i) currently refund all of the City's outstanding Capital Improvement Revenue Bonds, Series 2004, and (ii) advance refund all of the City's Capital Improvement Revenue Refunding Bonds, Series 2008A maturing September 1, 2019 and thereafter (collectively, the Refunded Bonds), and to pay related costs of issuance, the Lender submitted its Term Sheet, dated August 27, 2015 to the City (the "Commitment"); and

WHEREAS, the City has accepted the Commitment and the Lender is willing to purchase the Note, but only upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bond Counsel" shall mean, Akerman LLP, Orlando, Florida, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions hired by the City to render an opinion on such matters with regard to the Note.

"Bond Service Requirement" shall mean, for any Fiscal Year, the amount of principal of or amortization installments and interest due on Debt (as defined in Section 4.06 hereof) for such Fiscal Year, except to the extent that any such Bond Service Requirement shall have been provided for out of Debt proceeds.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which the office of the Lender at which payments on the Note are due is lawfully closed.

"City" shall mean the City of Fort Pierce, Florida, a municipal corporation.

"City Clerk" shall mean the City Clerk of the City and such other person as may be duly authorized to act on his or her behalf.

"City Manager" shall mean the City Manager of the City and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Debt Service" means principal and interest, and other debt-related costs, due in connection with the Note.

"Default Rate" shall mean the interest rate on the Note plus ___ percent (__%) per annum provided such rate shall not exceed the highest rate of interest allowed by applicable law.

"Determination of Taxability" shall mean, with respect to the Note, any determination, decision or decree by the Commissioner or any District Director of the Internal Revenue Service, as such officers are identified by the Code, or any court of competent jurisdiction that the interest payable under the Note is includable in the gross income (as defined in Section 61 of the Code) of the Holder.

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Final Maturity Date" shall mean the date on which all principal and all unpaid interest accrued on the Note shall be due and payable in full, which date shall be, if not sooner due to acceleration or prepayment, September 1, 2032.

"Fiscal Year" shall mean the 12-month period commencing October 1 of each year and ending on the succeeding September 30, or such other 12-month period as the City may designate as its "fiscal year" as permitted by law.

"Lender" shall mean Capital One Public Funding, LLC, a New York limited liability company and its successors and assigns.

"Loan" shall refer to an amount equal to the outstanding principal of the Note, together with unpaid interest which has accrued.

"Maximum Bond Service Requirement" shall mean, as of any particular date of calculation, the greatest amount of aggregate Bond Service Requirement for the then current or any future Fiscal Year, except that with respect to any Debt for which amortization installments have been established, the amount of principal coming due on the final maturity date with respect to such Debt shall be reduced by the aggregate principal amount of such Debt that are to be redeemed from amortization installments which were to be made in, prior Fiscal Years.

"Non-Ad Valorem Revenues" shall mean all legally available funds of the City derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments due on the Note, but only after the satisfaction of the funding requirement for obligations having an express lien or a pledge of such revenues and after provision has been made by the City for the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

"Note" shall mean the City of Fort Pierce, Florida Capital Improvement Revenue Refunding Note, Series 2015 issued by the City under this Agreement and the Resolution.

"Note Rate" shall mean the rate of interest to be borne by the Note which shall be a fixed rate equal to **[**3.35**]**% per annum calculated on the basis of a 360-day year of 12, 30-day months, subject to adjustment as provided herein.

"Noteholder" or "Holder" or any similar term shall mean the Lender as the holder of the Note and any subsequent registered holder of the Note.

"Payment Date" shall mean each March 1 and September 1, commencing September 1, 2016 until the Note has been paid in full.

"Pledged Revenues" shall mean (i) Non-Ad Valorem Revenues of the City budgeted and appropriated and deposited in accordance with Section 4.03 hereof and (ii) all funds on deposit in the Debt Service Fund (defined below) and all investment earnings on any such funds.

"Refunded Bonds" shall have the meaning set forth in the third "Whereas" clause to this Agreement.

"Resolution" shall mean Resolution No. _____, duly adopted at a meeting of the City Commission on October 5, 2015, which, among other things, authorized the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Note.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Lender as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Lender. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its properties is bound.

(b) Validity, Etc. This Agreement, the Note, the Escrow Deposit Agreement (as hereinafter defined) and the Resolution are valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. No material adverse change in the financial condition of the City has occurred since the audited financial statements of the City for its Fiscal Year ended September 30, 2014.

(d) Powers of City. The City has the legal power and authority to pledge the Pledged Revenues to the repayment of the Loan as described herein.

(e) Authorizations, etc. No authorization, consent, approval, license, exemption of or registration or filing with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the City of this Agreement, the Note and the related documents, except such as have been obtained, given or accomplished.

Section 2.02. Representations and Warranties of Lender. The Lender represents and warrants to the City as follows:

The Lender (i) has the power to enter into this Agreement and has duly authorized the execution and delivery hereof (ii) has such knowledge and experience in financial and business

matters that it is capable of evaluating the merits and risks of making the Loan and investing in the Note, (iii) has received and reviewed such financial information concerning the Non-Ad Valorem Revenues as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; and (iv) is purchasing the Note as an investment for its own loan account and not with a current view toward resale to the public.

ARTICLE III

THE NOTE

Section 3.01. Purpose and Use. On the date of this Agreement, the Lender shall make available to the City the Loan in the principal amount of _____ Million _____ Hundred Thousand Dollars ($_____). The proceeds available under the Note and this Agreement shall be used solely to refund the Refunded Bonds and to pay costs of issuing the Note and such proceeds (other than cost of issuance) shall be deposited pursuant to the Escrow Deposit Agreement dated as of October ___, 2015 between the City and _____ as Escrow Agent (the "Escrow Deposit Agreement").

Section 3.02. The Note. The Note shall be substantially in the form set forth as Exhibit A to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The aggregate principal amount of the Note shall be _____ Million _____ Hundred _____ Thousand _____ Hundred _____ Dollars and _____ Cents ($_____).

(b) Interest. The Note shall bear interest at the Note Rate. Interest on the Note shall be computed on the basis of a 360 day year of 12, 30 day months.

(c) Prepayments. The Note shall be subject to prepayment at the option of the City, in whole but not in part on any Payment Date on or after September 1, 2024, from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date. Any prepayment shall be made on such date as shall be specified by the City in a written notice delivered to the Noteholder not less than thirty (30) days prior to the specified prepayment date. Any prepayment shall be applied first to accrued interest, then to other amounts owed the Lender, and finally to principal.

Interest on the Note is payable on each Payment Date commencing September 1, 2016 as set forth in the Note. Principal on the Note is payable on each September 1 commencing September 1, 2016.

Section 3.03. Adjustments to Note Rate. The Note Rate shall be subject to adjustment as hereinafter described and as provided in the Note.

In the event of a Determination of Taxability, the Note Rate shall be adjusted to cause the yield on the Note to equal what the yield on the Note would have been absent such Determination of Taxability (the "Taxable Rate") effective retroactively to the date on which such Determination of Taxability was made. Within thirty (30) days of a Determination of

Taxability, the City agrees to pay to the Noteholder subject to such Determination of Taxability the Additional Amount (as defined herein). "Additional Amount" means (i) the difference between (a) interest on the Note for the period commencing on the date on which the interest on the Note (or portion thereof) loses its "tax-exempt" status and ending on the earlier of the date the Note ceased to be outstanding or such adjustment is no longer applicable to the Note (the "Taxable Period") at a rate equal to the Taxable Rate and (b) the aggregate amount of interest payable on the Note for the Taxable Period under the provisions of the Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by the Noteholder to the Internal Revenue Service by reason of such Determination of Taxability.

The Noteholder shall promptly notify the City in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such adjustment. Adjustments pursuant hereto may be retroactive. The Noteholder shall certify to the City in writing the additional amount, if any, due to the Noteholder as a result of an adjustment pursuant hereto. Notwithstanding any provision hereto the contrary, in no event shall the interest rate on the Note exceed the maximum rate permitted by law.

Section 3.04. Conditions Precedent to Issuance of Note. Prior to or simultaneously with the delivery of the Note, there shall be filed with the Lender the following, each in form and substance reasonably acceptable to the Lender:

(a) an opinion of counsel to the City substantially to the effect that (i) the Resolution has been duly adopted and this Agreement, the Escrow Deposit Agreement and the Note have been duly authorized, executed and delivered by the City and each constitutes a valid, binding and enforceable agreement of the City in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles; (ii) the City's execution, delivery and performance of this Agreement, and the Escrow Deposit Agreement and the execution and issuance of the Note are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iii) the execution and delivery of the Note has been duly and validly authorized by the City and the Note has been duly executed; (iv) the City (A) is a municipal corporation duly organized and validly existing under the laws of the State of Florida, and (B) has power and authority to adopt the Resolution, to execute and deliver this Agreement, the Escrow Deposit Agreement and the Note, to consummate the transactions contemplated by such instruments; (v) the execution, delivery and performance of the Note, this Agreement and the Escrow Deposit Agreement and compliance with the terms thereof and hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with, or constitute on the part of the City a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the City or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the City or its properties are subject; (vi) there is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or, to the best of such counsel's knowledge, threatened in any court or other tribunal, state or federal (A) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the Note, (B) in any

way questioning or affecting the validity or enforceability of any provision of this Agreement, the Escrow Deposit Agreement, the Note, or the Resolution, (C) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the Note, or of any provision made or authorized for the payment thereof, or (D) questioning or affecting the organization or existence of the City or the right of any of its officers to their respective offices; (vii) the City has the legal power to (1) refund the Refunded Bonds and to pay associated costs of issuance, and (2) grant a lien on the Pledged Revenues as described herein and in the Resolution; (viii) all conditions contained in the ordinances and resolutions of the City precedent to the issuance of the Note have been complied with; and (ix) all authorizations, approvals, consents, waivers or other orders of governmental authorities or agencies that are required in connection with the authorization, execution and delivery by the City of the Resolution, the Escrow Deposit Agreement, the Note and this Agreement and all other agreements or documents provided for or contemplated by this Agreement, and the execution, issuance, sale and delivery of the Note have been obtained and are in full force and effect and no additional or further approvals, consents, waivers or authorizations of any governmental or public agency or authority not already obtained or currently able to be obtained are required by law or by the City in the performance by the City of its obligations under the Note, this Agreement, the Resolution or the contracts and agreements provided for therein or contemplated thereby;

(b) an opinion of Bond Counsel (who may rely on opinion of counsel to the City), substantially to such effect that such counsel is of the opinion that: (i) this Loan Agreement constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms; (ii) the Note is a valid and binding special obligation of the City enforceable in accordance with its terms, payable solely from the sources provided for therein and in this Loan Agreement; (iii) assuming compliance by the City with certain covenants relating to requirements contained in the Code, interest on the Note is excluded from gross income for purposes of federal income taxation; and (iv) the Note is exempt from registration under the Securities Act of 1933, as amended, and the Resolution and this Agreement are exempt from qualification under the Trust Indenture Act of 1939, as amended;

(c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the City;

(d) the original executed Resolution, Note, Agreement and Escrow Deposit Agreement; and

(e) evidence of the payment in full or defeasance of the Refunded Bonds, in form and substance satisfactory to the Lender; and

(f) such other documents as the Lender reasonably may request.

When the documents and items mentioned in clauses (a) through (e), inclusive, of this Section shall have been filed with the Lender, and when the Note shall have been executed as required by this Agreement, and all conditions of the Resolution have been met, the City shall deliver the Note to or upon the order of the Lender upon receipt of the purchase price therefor.

Payment of the purchase price of the Note by the Lender shall be conclusive evidence that all conditions pursuant to the delivery of the Note have been met.

Section 3.05. Registration of Transfer; Assignment of Rights of Lender. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. The transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Holder or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Exhibit A to this Agreement. The Holder shall have the right at any time to assign, transfer or convey the Note or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the City unless and until the Holder has delivered to the City written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Holder or (ii) banks, insurance companies or other financial institutions or their affiliates. No such transfer limit shall limit the right of the Holder to sell or assign participation interests in the Note to one or more entities listed in (i) or (ii). In the case of any such registration of transfer, the City shall execute and deliver in exchange for the Note a new Note registered in the name of the transferee. In all cases in which the Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of a Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any lawful coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Lender under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Lender under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Lender. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Lender under this Agreement and the Note.

In the event any Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the City, and in the case of any lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Section 3.06. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the Holder thereof or such Holder's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

Section 3.07. Use of Proceeds of Note Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Note will be used solely to refund the Refunded Bonds and pay costs of issuance of the Note, and that such use is permitted by the Act and other applicable law.

Section 3.08. Authentication. Until the Note shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A, duly executed by the manual signature of the registrar as authenticating agent, it shall not be entitled to any benefit or security under this Agreement. The Note shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly adopted by the registrar, and such certificate of the registrar upon the Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Agreement.

ARTICLE IV

COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of Note.

(a) The City does hereby irrevocably pledge the Pledged Revenues as security for the repayment of the Note.

(b) The Note will be a special obligation of the City secured solely by the Pledged Revenues and is payable from the Pledged Revenues as provided in Section 4.03 of this Agreement. The Note will not constitute a general debt, liability or obligation of the City or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the Note and the Noteholder shall never have the right to compel any exercise of any ad valorem taxing power of the City or of the State of Florida or any political subdivision thereof, or the use of any ad valorem tax revenues directly or indirectly to enforce such payment. The Note shall not constitute a lien upon any property of the City except upon the Pledged Revenues.

Section 4.03. Covenant to Budget and Appropriate. Until the Note is paid or deemed paid pursuant to the provisions of this Agreement, subject to the next paragraph, the City covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non Ad-Valorem Revenues of the City in each Fiscal Year and which are lawfully available to pay Debt Service on the Note, and to deposit to the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Note and other costs and expenses due and payable to the Holder under this Agreement as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-

Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. No lien upon or pledge of such Non-Ad Valorem Revenues shall be in effect until such moneys are budgeted and appropriated and deposited as provided herein. The City further acknowledges and agrees that the obligations of the City to include such amounts in each of its annual budgets and to pay such appropriated amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues nor does it give the Holder of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on notes and other debt instruments). Anything in this Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted appropriated and deposited as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no Holder of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City or the application of ad valorem revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Agreement or the Note to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Neither this Agreement nor the obligations of the City under the Resolution shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City other than the Pledged Revenues, but shall be payable solely as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes.

There is hereby created and established the "City of Fort Pierce, Florida Capital Improvement Revenue Refunding Note, Series 2015 Debt Service Fund," which fund shall be a trust fund held by the City finance director, which shall be held solely for the benefit of the Holder as provided herein. Non-Ad Valorem Revenues shall be deposited in said Debt Service Fund as provided herein and shall be and constitute a trust fund created for the purposes stated herein, and there is hereby a lien upon accordance with this Agreement. The money in the Debt Service Fund shall be continuously secured until such time as the Note is paid in full in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida.

Section 4.04. Tax Covenant. The City covenants to the Holders of the Note that the City will not make any use of the proceeds of the Note at any time during the term of the Note which would cause the Note to be an "arbitrage bond" within the meaning of the Code. The City further covenants to comply with the requirements of the Code and any valid and applicable

rules and regulations promulgated thereunder necessary to insure the exclusion of interest on the Note from the gross income of the Holders thereof for purposes of federal income taxation.

Section 4.05. Anti-Dilution. During such time as the Note is Outstanding, the City agrees and covenants with the Holder that for each Fiscal Year of the City, "Total Revenues" and "Total Other Financing Sources" as indicated on the "Schedule of General Fund Revenues, Expenditures and Changes in Fund Balance" or any successor thereto as set forth in the City's general purpose financial statements for the General Fund of the City for such Fiscal Year, less any transfers to the City's General Fund from the City's solid waste fund, less any mounts received by the City from federal grants and state grants, less any funds utilized for capital leases to which the City is the lessee and less any other grants and any other Non-Ad Valorem Revenues which may not legally be used to pay debt service on the Note, plus the Ad Valorem Credit (as hereinafter defined), less the Maximum Bond Service Requirement for such Fiscal Year on Debt secured by and payable from a specific source of Non-Ad Valorem Revenues, (the "Adjusted Revenues"), shall be equal to (i) at least 200% of the Maximum Bond Service Requirement on the Note and any other Debt (as defined in Section 4.06 hereof) of the City payable from the City's covenant to budget and appropriate Non-Ad Valorem Revenues and (ii) 100% of any amounts owed in regard to amounts drawn under any surety bond or similar instrument deposited to a reserve fund issued in regard to the Debt payable from a City covenant to budget and appropriate Non-Ad Valorem Revenues (collectively, the "Policy Costs"). The City agrees to provide the Holder with a certification that the anti-dilution test above has been satisfied and an accompanying calculation not later than 210 days after each Fiscal Year end.

For purposes of the above, Ad Valorem Credit means that percentage of ad valorem taxes received by the City determined by dividing the total of general government and public safety expenditures by total expenditures and other financial uses (as such expenditures are reflected in the City's general purposes financial statements for such Fiscal Year).

Section 4.06. Future Debt Payable From Non-Ad Valorem Revenues. The City covenants that it will not issue any Debt subsequent to the issuance of the Note payable from amounts budgeted and appropriated from Non-Ad Valorem Revenues unless an independent auditor shall, prior to the issuance of such Debt, certify to the City that the Adjusted Revenues for the immediately preceding Fiscal Year is equal to (i) at least 200% of the Maximum Bond Service Requirement on all Debt to be outstanding following the issuance of such new Debt and (ii) 100% of any amounts owed for Policy Costs. No such additional Debt may be issued without the prior written consent of all applicable bond insurers if any Policy Costs are past due and owing.

"Debt" for purpose of the above means as to any date (without duplication) all of the following to the extent that the maturity thereof is longer than one year, it is an obligation of the City payable from the City's covenant to budget and appropriate Non-Ad Valorem Revenues and such Debt is outstanding for purposes of the instruments pursuant to which it was issued: (1) Bonds (as defined in various Resolutions of the City); (2) all obligations of the City for borrowed money evidenced by bonds, debentures, notes or other similar instruments, except as otherwise excluded from the definition of Debt; (3) all obligations of the City to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of

business; and (4) all indebtedness of other Persons to the extent guaranteed by the City. "Debt" shall not include any obligation of the City payable in whole or in party whereby the City has agreed to pay such obligation from a covenant to budget and appropriate from Non-Ad Valorem Revenues, which agreement is subordinate to such agreement in favor of the Holders of the Note and any Debt payable on a parity therewith ("Subordinate Obligations"), provided that the total outstanding principal amount of such Subordinate Obligations does not exceed $6.5 million and the maturity date of any such Subordinate Obligations is at least eleven (11) years from the date of issuance thereof.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an "Event of Default:"

(a) payment of the principal of the Note shall not be made when the same shall become due and payable; or

(b) payment of any installment of interest on the Note shall not be made when the same shall become due and payable; or

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Note or in this Agreement and such default shall continue for thirty (30) days after written notice shall have been given to the City by the Noteholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Noteholder, the City shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased to such extent as shall be necessary, in the reasonable judgment of the Holder, to enable the City to diligently complete such curative action; or

(d) any representation or warranty of the City contained in this Agreement or in any certificate or other closing document executed and delivered by the City in connection with the closing of the Loan shall prove to have been untrue in any material respect when executed and delivered, thereby adversely impairing the security for the Note; or

(e) any proceedings are instituted with the consent or acquiescence of the City, for the purpose of effecting a compromise between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted; or

(f) the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal

bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(g) the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(h) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within 90 days from the date of assumption of such custody or control.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the Note shall bear interest at the Default Rate and all payments made on the Note during any such period shall be applied first to interest and then to principal. Acceleration of the payments due on the Note and any other payments due hereunder shall not be a remedy. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under this Agreement, provided, the Holder shall never have the right to compel the exercise of the ad valorem taxing power of the City or the taxation in any form of any property to pay the Note or the interest thereon.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, a Noteholder shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City for principal, interest or otherwise under any of the provisions of this Agreement or of the Note then unpaid, at the Default Rate, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), but payable from only the Pledged Revenues, without prejudice to any other right or remedy of the Noteholder, and to recover and enforce any judgment or decree against the City, but solely as provided herein and in a Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but only from the Pledged Revenues) in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to a Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and

each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of a Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to a Noteholder may be exercised from time to time and as often as may be deemed expedient.

A Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Holder hereunder have been paid in full.

Section 6.03. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the City and the Noteholder.

Section 6.04. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Lender, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

(a) As to the City:

City of Fort Pierce, Florida
100 North U.S. 1

Fort Pierce, FL 34950
Attention: City Manager

With a copy to:

Robert Schwerer, Esquire
City Attorney
100 North U.S. 1
Fort Pierce, FL 32778

(b) As to the Lender:

Capital One Public Funding, LLC
275 Broadhollow Road
Melville, NY 11747
Attention: President

or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.05. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

Section 6.06. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.07. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the Note shall be other than a Business Day, then payment of such interest or principal shall be made on the next succeeding day on which the Lender is open for business with the same force and effect as if paid on the date of maturity or the date fixed for prepayment, and no interest on any

such principal amount shall accrue for the period after such date of maturity or such date fixed for prepayment.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.09. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.10. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Commission, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.11. Arbitration. IN THE EVENT ANY DISPUTE SHOULD ARISE UNDER THIS AGREEMENT OR ANY OTHER ASPECT OF THE TRANSACTION REFLECTED IN THIS AGREEMENT BETWEEN THE HOLDER AND THE CITY, WHETHER OR NOT SPECIFICALLY RELATING TO THIS AGREEMENT, SAID DISPUTE WILL BE RESOLVED THROUGH BINDING ARBITRATION IN ST. LUCIE COUNTY, FLORIDA, IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

Section 6.12. Incorporation by Reference. All of the terms and obligations of the Resolution and the Exhibit hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

[*SIGNATURES ON FOLLOWING PAGE*]

[*Signature Page for LOAN AGREEMENT dated as of October ___, 2015 between the City of Fort Pierce, Florida and Capital One Public Funding, LLC]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF FORT PIERCE, FLORIDA

[SEAL]

By:_____
Mayor

ATTEST:

_____
City Clerk

CAPITAL ONE PUBLIC FUNDING, LLC

By:_____
Title: Vice President

EXHIBIT A

FORM OF NOTE

**CITY OF FORT PIERCE, FLORIDA
CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE,
SERIES 2015**

Principal Sum	Maturity Date	Note Rate	Date of Issuance
$_____	September 1, 2032	**[**3.35**]**%	October ___, 2015

The CITY OF FORT PIERCE, FLORIDA (the "City"), for value received, hereby promises to pay, solely from the sources described in the within mentioned Agreement, to the order of CAPITAL ONE PUBLIC FUNDING, LLC, a New York limited liability company or its assigns (the "Holder"), at 275 Broadhollow Road, Melville, NY 11747, Attention: President or at such other place as the Holder may from time to time designate in writing, the Principal Sum stated above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof in the amounts and on the dates set forth on **Schedule I** attached hereto, commencing on September 1, 2016, until payment of said principal sum has been made or provided for, at the Note Rate shown above calculated on the basis of a 360-day year of 12, 30-day months. Payments due hereunder shall be payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as the Holder may specify in writing to the City or otherwise as the City and the Holder may agree.

The Note Rate may be adjusted in accordance with Sections 3.03 and 5.02 of that certain Loan Agreement by and between the Holder and the City, dated as of October 8, 2015 (the "Agreement"). Such adjustments may be retroactive.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This Note may be prepaid by the City in whole, but not in part, on any Payment Date on or after September 1, 2024, as provided in the Agreement from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date. Prepayment shall be made on such date as shall be specified by the City in a written notice delivered to the Holder not less than thirty (30) days prior to the specified prepayment date. Any prepayments shall be applied as provided in Section 3.02(c) of the Agreement.

This Note is authorized to be issued in the original principal amount under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including,

particularly, Chapter 166, Florida Statutes and other applicable provisions of Florida law and the City's Resolution No. _____ duly adopted on October 5, 2015 (the "Resolution"), and is subject to all terms and conditions of the Agreement and the Resolution.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonsurious interest allowed under the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the City greater than the amount contracted for herein. This Note may be transferred only as provided in the Agreement.

The Holder of this Note shall have the right at any time to assign, transfer or convey the Note or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the City unless and until the Holder has delivered to the City written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Holder or (ii) banks, insurance companies or similar financial institutions or their affiliates.

THIS NOTE, WHEN DELIVERED BY THE CITY PURSUANT TO THE TERMS OF THE AGREEMENT AND THE RESOLUTION, SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES, AS PROVIDED IN THE AGREEMENT AND THE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY, OR TAXATION IN ANY FORM OF ANY PROPERTY TO PAY THIS NOTE OR THE INTEREST THEREON.

The City hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Agreement and reference is hereby made thereto regarding interest rate adjustments, acceleration, and other matters.

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*]

IN WITNESS WHEREOF, the City has caused this Note to be signed by its Mayor, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the City Clerk of the City, either manually or with facsimile signature, and this Note is to be dated the Date of Issuance set forth above.

CITY OF FORT PIERCE, FLORIDA

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Note is being delivered pursuant to the within mentioned Agreement.

CITY OF FORT PIERCE, FLORIDA,
as Registrar

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Noteholder:_____

By:_____

SCHEDULE I

DATE	PRINCIPAL	INTEREST	TOTAL PAYMENT
September 1, 2016	$	$	$
March 1, 2017			
September 1, 2017			
March 1, 2018			
September 1, 2018			
March 1, 2019			
September 1, 2019			
March 1, 2020			
September 1, 2020			
March 1, 2021			
September 1, 2021			
March 1, 2022			
September 1, 2022			
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March 1, 2026			
September 1, 2026			
March 1, 2027			
September 1, 2027			
March 1, 2028			
September 1, 2028			
March 1, 2029			
September 1, 2029			
March 1, 2030			
September 1, 2030			
March 1, 2031			
September 1, 2031			
March 1, 2032			
September 1, 2032			

Capital One Public Funding

August 27, 2015

Via Electronic Mail

Wesley Bradish
RBC Capital Markets
1801 California Street, Suite 3850
Denver, CO 80202

RE: $24,845,000* (estimated) Capital Improvement CBA
City of Fort Pierce, Florida

Dear Wes:

Capital One Public Funding, LLC ("COPF") is pleased to present you with this term sheet for the above-referenced financing. Please note that COPF has not obtained final credit approval for this financing; rather this proposal is intended to set forth the basic terms under which COPF believes it could, if appointed, provide financing for this project.

Type of Financing:	Capital Improvement CBA ("the Obligation").
Financed Amount:	$24,845,000* (estimated)
Borrower:	City of Fort Pierce, Florida (the "City")
Lender:	Capital One Public Funding, LLC ("COPF").
Project/Use of Proceeds:	Proceeds of the Obligation will be used to refund the 2004 and 2008 Bonds.
Structure/Security:	The tax-exempt Obligation will be payable from and secured by the City's covenant to budget-and-appropriate from legally-available non-ad valorem revenues in amounts sufficient to repay this obligation.
Financing Term/Payment Structure:	Semi-annual interest payments and annual principal payments beginning September 1, 2016 through 2032. The average life shall be approximately 10.994 years.
Interest Rate:	The Obligation shall have a fixed rate of **3.35%** for the duration of the term. The rate may be subject to change in the event of interest rate movements if not accepted by the City by September 10, 2015 and not closed by October 9, 2015 unless extended by COPF at its sole discretion.
Documentation:	Financing documentation, including opinions attesting to the validity and tax-exempt status of the interest of the Obligation, shall be prepared by "Red Book" bond counsel. The opinions shall be in a form satisfactory to COPF.
Costs of Issuance:	The City shall be responsible for the costs of issuance including financial advisor, placement agent and bond counsel. No fees will be due to COPF. COPF shall be responsible for the costs of its legal review, if any.

Prepayment:	The Obligation shall be subject to optional prepayment, beginning in 2024 on any payment date with 30 days notice at a price of par plus accrued interest to the redemption date.
Credit Decision:	COPF shall obtain a final credit decision for this transaction within fourteen business days of approval of this proposal/term sheet and receipt of requested credit information.
Material Adverse Change:	COPF has the right to terminate this proposal upon the occurrence of a material adverse change that would adversely affect the terms of the Obligation contemplated in this term sheet, including but not limited to any material change in terms from those agreed upon, or a material adverse change in the City's financial condition.
COPF Role:	The City acknowledges and agrees that: (i) the information contained in this Term Sheet is for discussion purposes only and sets forth certain proposed terms and conditions of an arm's-length commercial transaction between the City and COPF and does not constitute advice, an opinion or a recommendation by COPF; (ii) the City will make its own determination regarding whether to enter into the proposed transaction and the terms thereof, and will consult with and rely on the advice of its own financial, accounting, tax, legal and other advisors; (iii) COPF is acting solely for its own account in connection with the proposed transaction, and is not acting as a municipal advisor, financial advisor, agent or fiduciary to the City or any other person or entity (including to any financial advisor or placement agent engaged by the City) and the City, its financial advisor and placement agent are free to retain the services of such advisors (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) as it deems necessary or appropriate; (iv) COPF has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto;(v) neither COPF nor any of its affiliates is acting as a broker, dealer, underwriter or placement agent with respect the transactions contemplated hereby; (vi) the only obligations COPF has to the City with respect to the transaction contemplated hereby expressly are set forth in this Term Sheet; and (vii) COPF is not recommending that the City take an action with respect to the transaction contemplated by this Term Sheet. Before taking any action with respect to the contemplated transaction, City should discuss the information contained herein with the City own legal, accounting, tax, financial and other advisors, as it deems appropriate. If the City would like a municipal advisor in this transaction that has legal fiduciary duties to you, the City is free to engage a municipal advisor to serve in that capacity. The information provided is pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq.
No Bond Rating, DTC, Offering Document or CUSIP:	The Bond shall be delivered in physical, non-book-entry, certificated form and registered in the name of COPF. The Bonds shall not be (i) assigned a separate rating by any Rating Agency, (ii) registered with The Depositary Trust Company or any other securities depository, (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

Proposal Expiration: This proposal shall expire if not accepted by the City by September 10, 2015 unless extended by COPF at its sole discretion. Once accepted, this proposal shall expire if the financing has not closed by October 9, 2015, unless extended by COPF at its sole discretion.

Thank you for your consideration. We would enjoy the opportunity to work with you and the County on this project and look forward to your favorable response. Please feel free to contact me at 877/698-2018 or via e-mail at Jeffrey.sharp@capitalone.com with any questions.

Sincerely,

Jeffrey D. Sharp

Jeffrey D. Sharp
Senior Vice President/ Director of Business Development

cc: **Jonathan Lewis, Capital One Public Funding, LLC**
Brenda Barnes, Capital One Public Funding, LLC

ACCEPTED BY: City of Fort Pierce, Florida

_____
By

_____
Name

_____
Title

_____
Date

City Commission Regular Meeting **Agenda Item # 14. a.**

Meeting Date: 10/05/2015

Re: City Manager's Departmental Activity Report

Submitted For: Robert Bradshaw, City Manager, City Manager

SUBJECT:

City Manager's Departmental Activity Report

Attachments

City Manager's Activity Report

Form Review

Inbox	Reviewed By	Date
City Manager	Robert Bradshaw	09/16/2015 05:13 PM

Form Started By: Jennifer Robinson Started On: 09/16/2015 05:11 PM

Final Approval Date: 09/16/2015

INTEROFFICE MEMORANDUM

FROM THE OFFICE OF THE

CITY MANAGER

TO: The Honorable Mayor and Members of the City Commission
FROM: Robert J. Bradshaw, City Manager
RE: Department Activity Report
DATE: September 30, 2015

The information that follows is intended to keep the Commission abreast of the on-going activities, issues, programs and services within the City.

City Manager's Office

City Manager

- The City Manager met with Commissioner Perona to discuss the agenda for the September 21, 2015 City Commission meeting.
- The Deputy City Manager held a Parking Committee meeting on September 22, 2015.
- The City Manager attended the FPUA Board meeting on September 22, 2015.
- The City Manager and Deputy City Manager met with Mayor Hudson for a weekly update of current City issues.
- The City Manager and City Attorney attended a meeting with the County Administrator, County Attorney, Port St. Lucie City Manager and Port St. Lucie City Attorney regarding the local option sales tax.
- The City Manager and Deputy City Manager participated in a conference call regarding a potential development.
- The City Manager met with the City Attorney for an update on several legal issues.
- The City Manager met with the Building Official regarding a departmental issue.
- The City Manager attended the St. Lucie County Legislative Delegation meeting on September 25, 2015 and presented the City's legislative priorities for 2016.
- The City Manager and Deputy City Manager met with the Police Chief, Interim MIS Director and Public Works Manager regarding security at City Hall.
- The City Manager and City Attorney met with the Police Chief to discuss several issues.
- The Deputy City Manager attended a pre-development meeting for the Walton Development Midway Road Project.

City Clerk's Office

- **Business Tax Receipts –**
  New: 16 Renewals: 338 Transfers: 4

- **Vendor Permits Issued –**
  New: 1 Renewals: 0

- **Contractor Licensing –**
  New: 22 Renewals: 203

- **Public Records Requests** (not including Building Department) **–**
  New Requests: 6

- **Animal Registrations –**
  New/Renewals/Impound Fees: 4

- **Enterprise Zone Applications –**
  Sales Tax Refund Applications: 4

- **Agenda Preparation and Meeting Minutes –**
  1. Fort Pierce City Commission Conference Agenda – 9/14/2015
  2. Fort Pierce City Commission Special Budget Hearing – 09/14/2015
  3. Fort Pierce Redevelopment Agency Special Meeting – 09/14/2015
  4. Fort Pierce City Commission Meeting – 09/21/2015

- **Special Projects**
  1. On-going records retention/destruction project

- **Meetings/Special Events Attended**
  1. City Clerk attended meeting with Enterprise Florida and the EDC – 09/16/2015
  2. City Clerk attended grand opening of Garber Buick– 09/18/2015
  3. City Clerk attended Coffee with the Mayor to assist with Gold Hammer Awards – 09/18/2015
  4. City Clerk and Business License Clerk attended PAL event – 09/19/2015
  5. City Clerk and Marketing Specialist visited Paradise Home & Patio to deliver Gold Hammer Award – 09/21/2015
  6. Business License Clerk attended Records Management Training – 09/22/2015
  7. Business License Clerk attended Chamber Business & Industry Awards Program – 09/23/2015

Administrative Services Department

- **Procurement –**
  1. Opened RFP No. 2015-052 Non-Motorized Watercraft and Bicycle Rental (09/15/15)
  2. Processed Bid no. 2015-056 Furnish & Installation of Playground Equipment, Surfacing/Shade Structures, Outdoor Fitness Equipment/ Fitness Trails.
  3. Advertisement dates 09/24/15 and 10/01/15.
  4. Processed Purchase Orders and day to day operations of the Purchasing Division.
  5. Processing and / or completion of Awards to vendors contractors approved by Commission.
  6. Meetings:
     a) Director of Administrative Services met with the Chief of Police and Deputy Chief for Union Negotiations.
     b) Purchasing Manager met with the Grant Writer regarding an upcoming bid.

- **Human Resources –**
  1. Coordinate Pre-employment physicals and background checks for new hires.
  2. Create several Personnel Action forms for new hires and etc.
  3. Distributed monthly Reports to each department such as Accrual Register, Time Sheets and payroll register to all Departments.
  4. Verified car and clothing allowance along with payroll report.
  5. Processed employee evaluation forms.
  6. Complete Verification of Employment/Loss of Income forms.
  7. Create and process retirement package for employees.
  8. Complete Family Medical Leave package for employees.

- **Risk Management –**
  1. Participated in Union Negotiations
  2. Conducted Money Matters Seminar with PNC Bank
  3. Accident Investigations & Injury Review
  4. Audited, Processed and Closed WC Claims.
  5. Processed Insurance Subrogation.
  6. Consulted with the City Carrier Regarding Liability Claims.
  7. Processed day to day Risk Management Duties.

Finance Department

- Met with Administrative Services Director, Risk Manager and Purchasing Manager for conference call regarding Property and Casualty Insurance RFP evaluation
- Met with Wes Bradish of RBC to discuss the timeline and terms of bond refinancing
- Monthly Retirement Board Meeting
- Prepared Monthly Financial Report for Commission and citizens
- Preparing funds for year-end closing
- Preparing funds for new fiscal year roll-over, FY 2016
- Preliminary audit work with Auditors
- Oversight of daily operations.

Code Enforcement Division

- **Hearing –**
  1. Special Magistrate Ross
     a) 15 regular hearings
     b) 1 fine reduction request
     c) 3 lien reduction requests

- **Code Enforcement –**
  1. Issued 0 written warnings
  2. Issued 0 citations
  3. Initiated 47 new cases
     - 15 general violations
     - 31 lot clearing violations
     - 1 nuisance abatement violations
  4. Conducted 127 follow-up inspections
  5. Closed 54 cases

- **Animal Control –**
  1. MIS has determined that the ShelterPro software is not compatible with our secure server. Currently looking at alternative software programs.

- **Revenue –**
  1. Conducted 27 title/lien searches.
  2. All revenue line items are at or above estimated budget. We continue to see an increase in properties being sold at tax sale with excess funds that are being forwarded to the City to satisfy code liens.

- **Miscellaneous –**
  1. Code Compliance Manager continued work with the FPPD to address a nuisance business. A special hearing was held before Special Magistrate Blandino.
  2. Code Compliance Manager attended the conference agenda.
  3. Code Compliance Manager attended the budget hearing.
  4. Daily code enforcement and animal control activities.

MIS Department

- Commission approved Swagit, LLC quote to acquire hardware for 2nd floor conference room and broadcasting equipment. Ordering of equipment via approved Swagit, LLC quote is in progress.
- Meeting with the City Manager, Deputy City Manager, Chief of Police, & Public Works Manager regarding City Hall Security.
- Working with Chief of Police on adding Police Department website services to the City's main website.
- Working with Marina on wireless meters and configuring the NuCore application which reads the water and electric usage.
- Working with SunGard – Public Sector to implement Click-2-Gov Employee Self Service Portal and Applicant Tracking.
- Working with Selectron Technologies, Inc. to migrate to the Interactive Voice Response (IVR) system with hosted services for the Building Department.
- Working to continue to upgrade cell phones with Text Guard application.
- Working with Diebold on upgrading hardware and software for Security System for City Hall.
- Working with Group Business Software on Transitioning Sunrise Theatre emails.
- 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.
- Upgrading out of lease copiers for several departments.
- Working on new switches, servers, racks and Intune software citywide.
- Exploring cloud based options for different applications.
- Working on a WorkOptiFlow pilot program with Indian Hills Department.
- 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).
- Updating MIS documentation and procedural policies (on-going).
- Received forty-four (44) new work orders and completed one-hundred and three (103) work orders.

Planning Department

- **Administrative/Meetings –**
  1. All Staff members conducted 'Planner of the Day' duties on a rotating basis
  2. Walk-ins/Call-ins
  3. Planning Board Meeting
  4. Senate Bill 1094 Report

- **Development Review –**
  1. C-1 Bed & Breakfast Ordinance Draft
  2. Filling Station Amendment
  3. Conditional Use - The Perky Puppy - 509 Georgia Avenue – City Commission Staff Report
  4. Conditional Use - Tropical Recycling - 1450 Bell Avenue – City Commission Staff Report
  5. Vacation Rentals – City Commission Conference Agenda
  6. Ordinance 15-051 – Amending the Zoning Atlas - 601 Seaway Drive - Causeway Cove – City Commission Approval
  7. Prospective Development - 601 Seaway Drive - Causeway Cove – City Commission Conference Agenda
  8. Inlet Palms Townhomes - Final Plat - 1502 Seaway Drive
  9. Mariner Cove - Site Plan - 3200 Edwards Road

- **Comprehensive Planning, Long Range Planning –**
  1. Orange Avenue West Side Study
  2. Annexations - South US Hwy 1 and Smallwood Avenue
  3. R-5, Medium Density Residential Text Amendment
  4. Village at Midway - Planned Development (Zoning Atlas Amendment)
  5. Village at Midway - Comprehensive Plan Text Amendment Transmittal
  6. South Indian River Drive - Comprehensive Plan Map Amendment

- **Historic Preservation –**
  1. 1105 Avenue D - Roof Replacement - Historic Preservation Board Staff report
  2. 225 Orange Avenue - Artificial turf - Historic Preservation Board Staff report
  3. 512 Dundas Ct., Demolition – Historic Preservation Board 10/26/15
  4. 512 S10th Street - Fence - Historic Preservation Board 10/26/15
  5. 518 N 15th Street - Garage Demolition - Historic Preservation Board 10/26/15
  6. 607 S Indian River Drive - Exterior stucco and paint – Pending Administrative Approval
  7. 436 N 9th Street - Demolition – Pending Historic Preservation approval
  8. Stabilization Plan for AIS Mound at Old Fort Park - 901 S Indian River Drive – Historic Preservation Board Staff Report
  9. Information Signs at Old Fort Park - 901 S Indian River Drive - Phase 2 Sign Publication

Engineering Department

- **Development Reviews –** Intake of seven (7) Building Permit, Site Plan, or Certificate of Occupancy reviews.
- **Traffic Control –** City continues maintenance of all signals. We continue system software upgrades for traffic controller, video detection cameras and CENTRACs system controller. Continuing work adjusting and cleaning of the remaining 90 video detection cameras.
- **City Marina Reconstruction – Phase II – Docks –** We requested closeout with FEMA and are awaiting further instructions from FEMA.
- **City Marina Dinghy Dock Construction –** The City has received an Environmental Resource Permit for construction of the dinghy docks. Currently awaiting notice of grant award from FIND to proceed with project advertisement.
- **S. 21st Street / Havana Ave. Sidewalk Project –** On-going project management of the FDOT joint sidewalk construction project. Final completion scheduled for September 2015.
- **Indian Hills Recreation Area - Stormwater Improvements –** Phase II construction is underway. Wetland recreation and removal of exotic vegetation are tasks under construction. Phase I fencing is being installed in strategic locations. Compiling back-up documentation for reimbursement request to FDEP.
- **Veterans Memorial Park Phase II Stormwater Improvements –** Bid opening was conducted on August 27, 2015. Three proposers submitted bids. Staff is currently working with the low bidder to reduce the construction cost and bring the bid closer to the allocated budget.
- **Melody Lane Fishing Pier –** Construction underway. Staff is working with local artist Pat Cochran on the design of the pier benches. Completion date scheduled for November 21, 2015.
- **H.D. King Power Plant Clean-up –** Reviewing contract proposal from Cardno for 2016 remediation work and seawall design plans.
- **Lincoln Park Neighborhood Improvements –** Sidewalk and curb construction on-going along Avenue C. The proposed work includes sidewalk and curbing construction, along with drainage installation, and milling and resurfacing of 8th Street (Avenue C to Moore's Creek); 9th Street (Avenue C to Avenue D); 10th Street (Avenue D to Moore's Creek); Avenue C (10th Street to 7th Street); and Dundas (Avenue C to Avenue D). Final completion expected October 2015.

Building Division

- Single Family Home, New Construction - 1712 Francis Court: Building Permit Application Received
- Single Family Home, New Construction - 2708 Oak Alley Drive: Certificate of Occupancy Issued
- FPUA Rehab - 1405 South Ocean Drive: New Building Permit Application Submitted
- Abbiejean Russell Care Center - 700 South 29th Street: Application for New Commercial Addition Received
- Yuns Corner Market - 3475 South US Highway 1: Certificate of Occupancy Issued.
- **Building Department Investigator** –
  a) 10 Cases seen before the Special Magistrate: 6 in Violation, 2 Continued, 1 Complied Prior to Hearing, 1 Massey Hearing

Police Department

- **Staffing –** The police department has fourteen (14) vacancies as of this report: nine (9) sworn officer positions and five (5) civilian positions (Grant/Program Coordinator, Senior Accounting Clerks, Records Specialist, Accreditation Manager and Community Service Aide).
- **Front Porch Roll Call –** The police department continues to receive a steady number of requests for the Front Porch Roll Call from residents and business owners. This has been a huge success in developing and strengthening relationships within our community.
- **Fort Pierce Police Department Highlights –** The police department's FPPD Highlights continues to be a huge success. The publication highlights the police department's sworn and support staff with our community partners and their combined efforts in crime prevention and crime fighting. The publication highlights officers and support staff in action at community events, significant arrests or cases that have been made, and notable accomplishments.
- **Parking Problems –** The City's Parking Committee continues to explore different options to alleviate the parking complaints in Downtown and South Beach. The Committee will be making recommendations to the City Commission and Manager's Office at the Conference Agenda Meeting in October.
- **Homeless Initiative –** The City is experiencing an increase in the number of homeless within the last few weeks. The police department is working with the Treasure Coast Homeless Coalition in finding resources so that they may have productive lives.
- **Pinewood Park –** The police department continues to provide increased patrols inside the park to curtail any public concerns inside the park. We will continue to monitor the park's "food service" that is provided there.
- **Updates –**
  1. The Police Department received an award from the Chamber of Commerce at their September 23rd Business & Industry Awards Dinner for our outstanding work in our community.
  2. On September 25th, TD Bank presented the Fort Pierce Police Athletic League (PAL) with a check in the amount of $2,431.00.

Urban Redevelopment Department

- **Grants Administrator –**
  1. Closed out 6 commercial facade and 5 public service agency grant awards from 2014-2015 program year
  2. Provided project coordination and oversight for upcoming SCORE business workshops at Percy Peek Gym
  3. Continued work on Highwaymen Heritage Trail ribbon cutting, art show and festival
  4. Provided oversight for the creation of City of Fort Pierce Work Plans for Fort Pierce and Lincoln Park Main Street organizations
  5. Provided project coordination and oversight for 2015-2016 Summer Jam Basketball Camp
  6. Collaborated with SLC TDC on Fort Pierce Authentic Tours marketing program
  7. Finalized creation and submittal of RFP for playground equipment purchase to Purchasing
  8. Continued project oversight of Paint Our Town program - will paint 2 homes next weekend
  9. Continued project oversight of Melody Lane Public Fishing Pier project
  10. Assisted in creation of yard signs for Mayor's Gold Hammer presentations
  11. Represented the City at Lenzi's Diner meeting with small businesses
  12. Created and mailed membership renewal letters for Fort Pierce Authentic Tours members
  13. Created and mailed information letters to the Highwaymen artists on upcoming ribbon cutting, art show and festival
  14. Continued development oversight of Zora Trail website and trail marker maintenance
  15. Represented City at FPAT booth at Smithsonian's Indian River Lagoon Science Festival.
  16. Meetings:
      a) Leslie Olsen - Land for Avenue D Grocery
      b) Brothers Construction - Melody Lane Pier
      c) FPUA-Jason Hoffman - Economic incentives for small businesses
      d) Gelencia Carter - Playground Equipment RFP
      e) Pamela Carithers - Highwaymen project and Lincoln Park Main Street Work Plan
      f) Pastor Harry Shaw - Paint Our Town program
      g) Pastor Banks, Mike Reals, Michelle Kubitschek - 2015-2016 Summer Jam Basketball program
      h) Ken Emanuel - Paint Our Town program
      i) Upendo Shabazz-Phillips, Arlease Hall - Collaborative economic development efforts for Lincoln Park neighborhood
      j) Pat Cochran - Melody Lane Pier benches

- **Program Analyst –**
  1. Marina Project
     a) Reconciling numbers
     b) Scanning in remaining data

  2. Windows Expansion Project
     a) All close out information submitted and accepted. Expect to receive close out letter very shortly.
     b) Preparing power point presentation of funds expended and window installations

  3. SHIP
     a) Applications updated for the next cycle of funding is complete
     b) Reviewing waiting list for applicants still interested in rehabilitations
     c) Preparing information to create new SHIP link on CFP website
     d) Scanning in completed files
     e) Completed change orders for two homes
     f) Preparing power point presentation of completed rehabilitations
     g) Preparing for SHIP follow up review from Aida Andujar, Technical Advisor Florida Housing Coalition

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. This project is nearing completion
- **Dan McCarty Track Resurfacing –** Resurfacing of the walking track and LED light replacement is set to begin soon. The ILA has been approved and this project will begin shortly.
- **River Walk Center –** Beginning October 5, 2015 the RWC will begin hosting a Food Truck Invasion along the waterfront on the first and third Tuesday's of the month.
- **Multi-Family Single Stream Recycling –** The PWD is excited to implement our Multi-family Single Stream Recycling Program. Our goal is to initiate a rollout of this service during the first quarter of 2016.

Marina

- Oversee daily operations for City Marina and Fisherman's Wharf Marina.
- Marina staff working on programming dock and input of store inventory into new marina program.

Golf Course

- Prepared agenda item for blanket purchase orders over $10,000 for Commission meeting on October 5th.
- Continuing to meet with vendors for FY 2016 orders.
- Met with Assistant Golf Professionals to discuss October rates.
- Met with Superintendent to discuss update on golf course projects.
- Day-to-day operations.

River Walk Center

Park Permits	637.50
Programming	840.72
River Walk Center	1129.48
Garden Center	265.73
Special Events	800.00
Maravilla Center	200.00
Historic City Hall	564.00
Youth Activity	0
Total	$4,437.43

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 September 15; Comedy Corner Improv on Saturday, September 26; Performances on the Sunrise Theatre main stage included: Fort Pierce PAL - Dancing With The PAL'S was held on Saturday, September 19, a VIP reception was held in the Friend's Lounge and after party in the Black Box, a rehearsal was held on Friday, September 18. Maintenance continues on the Sunrise Theatre main stage, Black Box, front entry, and throughout the building in preparation for the 2015/16 Season.
- Assistance continues with future rental events and co-presentations with various community groups including, but not limited to: Alpha Kappa Alpha's Fashionetta on November 8; St. Lucie County Public School STE@M Rap Battle November 18 & 20, Treasure Coast Advocates for Seniors on November 21; South FL Dance Company – A Christmas Carol on December 5 & St Lucie Ballet's Nutcracker on December 11 & 12.
- Marketing and Box Office information for the 2015/16 Season continues to be compiled and disseminated by and to appropriate staff to prepare for the season. The Sunrise Playbill is complete and has been delivered to the theatre. Copies have also been mailed to members and delivered to area businesses.
- Contracts for artists and attractions are being received and executed for the coming season.
- Research on artists, teleconferences with agents discussing artist fees, tour routing and availability for the 2015/16 season, along with offers, artist confirmations, and contract negotiations are ongoing on a daily basis.
- 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.).
- Marketing and show sponsorship packages are being put together to solicit for next season. 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.