

# CITY OF FORT PIERCE

## CITY COMMISSION AGENDA

Regular Meeting - Monday, July 18, 2016 - 6:30 p.m.

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

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Pastor Keith Albury, Macedonia Seventh Day Adventist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
  - a. Approval of minutes from the July 5, 2016 regular meeting.
6. **PROCLAMATIONS**
  - a. Treasure Coast Waterway Cleanup Week Proclamation being received by Marine Industries Association of the Treasure Coast.
7. **LETTERS TO COMMISSION**
  - a. Letter from Pam Gillette, Main Street Fort Pierce, Inc. thanking the City of Fort Pierce for funding the Stars over St. Lucie - 4th of July Celebration and for the continued efforts of the Public Works Department and the Fort Pierce Police Department in helping and supporting their events.
  - b. Emails from members of the community complimenting the Indian Hills Golf Course summer camp program and staff members for their time, patience, and creativity.
  - c. Letter from Lenny and Tobi Schelin of Marine Trawler Owner's Association 2016 Southern Rendezvous thanking the City of Fort Pierce and its staff members for their helpfulness, cooperation, guidance, and role in making their event a success.

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

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

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9. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

10. **CONSENT AGENDA**

- a. Approve requested increase in funding to Purchase Order No. 160587 - GFA International, Inc. in an amount not to exceed \$60,000.00
- b. Approve request for an increase in Solid Waste Blanket Purchase Order amounts not to exceed \$80,000.00.
- c. Approve permit requested by Juvencio Rojas to install an above ground L.P. tank for a stove at 3102 Louisiana Avenue pursuant to Section 7-20 of the City Ordinance.
- d. Approve Award of Bid No 2016-024 to De La Hoz Builders, Inc. to rehabilitate 2005 Barcelona Avenue in an amount not to exceed \$18,979 through the State Housing Initiatives Partnership (SHIP) program.
- e. Approve contract between the City of Fort Pierce and Coastal Florida Police Benevolent Association, Sergeants and Lieutenants Unit for the term October 1, 2015 through September 30, 2018.
- f. Approve the purchase of thirteen (13) Optiplex desktop computers from Insight Public Sector in the amount of \$11,115.00 pursuant to the U.S. Communities IT Products & Services Contract # 4400001195 (RQ09-997736-42B).
- g. Approve general letter of support of the Steam Locomotive Association #253, its museum and its effort to restore its 1924 Steam Locomotive.
- h. Approve license agreement between the City of Fort Pierce and Bluewater Beach Grill to allow installation and use of sail shades on city property at 2025 Seaway Drive.

11. **PUBLIC HEARINGS**

12. **MISCELLANEOUS REPORTS & REQUESTS**

13. **CITY COMMISSION**

- a. Resolution No. 16-R27 Providing for Publication of Precinct Polling Places for the Primary Election to be held August 30, 2016.
- b. Resolution No. 16-R28 Amending Membership Requirements on the Keep Fort Pierce Beautiful Advisory Board.
- c. Resolution 16-R33 Authorizing the transfer of property generally located at 401 Indian River Drive to TAI, LLC and TMH, LLC.
- d. Submittal of the applications for the Civil Service Appeals Board.
- e. Submittal of Application for appointment to the Board of Adjustment
- f. Disciplinary Action for Police Chief Diane Hobley-Burney

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **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:** 07/18/2016

**Re:** Approval of Minutes from July 5, 2016 meeting

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

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**SUBJECT:**

Approval of minutes from the July 5, 2016 regular meeting.

**SUMMARY:**

**RECOMMENDATION:**

**ALTERNATIVES:**

**RESPONSIBLE STAFF:**

**COORDINATED WITH:**

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**Attachments**

7.5.2016

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**Form Review**

Form Started By: Caleta Scott  
Final Approval Date: 07/11/2016

Started On: 07/11/2016 08:47 AM

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON TUESDAY, JULY 5, 2016.

1. **CALL TO ORDER** - Mayor Hudson called the meeting to order at 6:30 p.m.

2. **OPENING PRAYER** - Mayor Hudson offered the opening prayer.

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

Absent: Commissioner Rufus Alexander; Commissioner Edward Becht

Staff Present: City Clerk Linda Cox

City Manager Nicholas Mimms

City Attorney James Messer

Commissioner Becht arrived at 6:32 p.m.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to excuse Commissioner Alexander from the meeting.

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

Passed

5. **APPROVAL OF MINUTES**

a. Approval of minutes from the June 20, 2016 regular meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve the minutes from the June 20, 2016 regular meeting.

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

Passed

6. **PROCLAMATIONS**

a. Mayor Hudson issued a proclamation recognizing Albert Wilson and gave him a Key to the City.

b. Mayor Hudson issued a proclamation recognizing the Elks Lodge #1520 90th Anniversary.

c. Mayor Hudson issued a proclamation recognizing Hayskar Walker Schwerer Dundas and McCain PA.

7. **LETTERS TO COMMISSION** - There were no letters to the Commission.

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

John Allman - Item 10c

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**9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve the agenda.

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

Passed

**10. CONSENT AGENDA**

- a. Approve grant award for Mr. Darrell Wilson for his business, Wilson Game Room, in the amount of \$3,000 as an eligible recipient under the 2015-2016 CDBG Action Plan Grant Award for Small Business
- b. Approve grant award for Faye Owens McCarthy, owner of Precious Lamb Kiddie Kollege in the amount of \$3,000 as an eligible recipient under the 2015-2016 CDBG Grant Award for Small Businesses.
- c. Approve waiver of all lot clearing costs, interest, penalty and administrative fees in the amount of \$574.69 for Lot Clearing Lien against 405 N 6th Street, Property ID #2410-603-0043-000-9 owned by John B. Allman, 45 Rio Vista Drive, Stuart, FL 34996.
- d. Approve award of Bid No. 2016-026 to dispose of Surplus Property located approximately at 401 Indian River Drive to the highest rank responder TAI LLC/TMH LLC, 266 Park Drive, Palatine, IL 60067.
- e. Approve award of RFP No. 2016-019 for Underwater Stormwater Locating Services to the highest ranked firm, USIC Locating Services, in an amount not to exceed \$45,000.00.,
- f. Approve execution of the State of Florida Department of Economic Opportunity (DEO) Grant Agreement No. HL076 in the amount of \$100,000.
- g. Approve Specific Authorization No. 20 to Tetra Tech EC, Inc. of Stuart, FL. in the amount of \$27,196.00.
- h. Approve execution of the Melody Lane Parking Area Interlocal Agreement with Saint Lucie County.
- i. Approve Agreement for Continuing Legal Services with Hayskar, Walker, Schwerer, Dundas & McCain, P.A. for litigation cases currently being handled, and the provision of legal representation to the Retirement Board.
- j. Approve purchase of Ice Making system from Complete Restaurant Equipment in the amount of \$12,706.59

Commissioner Becht pulled items **10d** and **10h**.

Commissioner Perona pulled item **10c**.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Reginald Sessions to approve items **10a, 10b, 10e, 10f, 10g, 10i, and 10j**.

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

Passed

As to item **10c**, Commissioner Perona wanted to clarify that this problem has been fixed and it shouldn't happen this way often. Peggy Arraiz, Code Compliance Manager, confirmed that it was a timing issue with the closing date. This should not happen often and the recommendation is to waive all cost and fees.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to approve item **10c**.

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

Passed

As to item **10d**, Commissioner Becht wanted to know how we could ensure the improvements were completed. James Messer, City Attorney, stated that a timeline can be built into the agreement that will allow the City to file a lawsuit if the improvements are not met.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve item **10d** as recommended with additional language in the contract and deed to secure the improvements.

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

Other: Commissioner Edward Becht (ABSTAIN)

Passed

Commissioner Becht filed form 8b, as required.

As to item **10h**, Commissioner Becht inquired if staff was ready to start renumbering parking spaces. Nicholas Mimms, City Manager, stated that they are planning to meet with the County to determine if they want to assign parking spaces for their employees. Commissioner Becht clarified that the per the interlocal agreement, we are responsible for the design. It will be a nice compromise for retailers, employees and customers.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve item **10h**.

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

Passed

## 11. PUBLIC HEARINGS

- a. Presentation and First of Two (2) Public Hearings for 2016-2020 5-Year Consolidated Plan and 2016 Annual Action Plan.

Elizabeth Woodruff, Urban Redevelopment Manger, gave a presentation and was available for questions. Per state guidelines, the 5-Year Consolidated Plan and the 2016/17 Annual Action Plan require public hearing and public comment. This will be the first public hearing. The next public hearing will be on August 1, 2016.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

- b. Presentation and Public Hearing for 2016-2020 Assessment of Fair Housing Report

Elizabeth Woodruff, Urban Redevelopment Manager, gave a presentation and was available for questions. After the public hearings, the draft will be sent to HUD on August 15.

Mayor Hudson opened the public hearing.

Seeing no one, Mayor Hudson closed the public hearing.

- c. Ordinance No. 16-013 - An Ordinance amending City Code Section 22-22 - Allowed uses; to allow Bed and Breakfasts as a Conditional Use within the C-1, Office Commercial District.

Linda Cox, City Clerk, read the Ordinance, by title only, into the record on the second reading.

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 Thomas Perona, seconded by Commissioner Edward Becht to approve item **11c**.

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

Passed

- d. Ordinance No. 16-014 amending Chapter 16 of the City Code of Ordinances and creating a 'Clean Community Initiative'.

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

Peggy Arraiz, Code Compliance Manager, gave a presentation and was available for questions. The Clean Community Initiative (CCI) was created to fund proactive measures to address nuisance conditions and contribute to greater good of the community. The goal is to improve property values, esthetics, corridors, etc., through lot clearings, demolitions as well as removal of graffiti and junked vehicles. The proposal includes a \$1 increase on the utility bills. The monies will only be eligible for CCI expenses. The projected annual revenue is \$281,000.

Mayor Hudson opened the public hearing.

Bob Burdge spoke in support.

Charles Gannon spoke in opposition.  
June Raymond spoke about the needs of the community.  
Robert Sandifer inquired about billing.

Seeing no one else, Mayor Hudson closed the public hearing.

Commission discussion included adding a sunset date to the program, how many homes would need to be demolished, the staff needed to handle the proposed workload, the potential to hoping for beautification of our corridors, the large contribution from the Utilities Authority to offer to add charge to bill without a fee, how an increase may effect an already burdened rate payer and how to measure the success of the program.

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve item **11d** and add a sunset date of 10 years.

AYE: Commissioner Edward Becht, Commissioner Thomas Perona

NAY: Commissioner Reginald Sessions, Mayor Linda Hudson

Failed

## **12. MISCELLANEOUS REPORTS & REQUESTS**

### **13. CITY COMMISSION**

- a. Resolution 16-R29 Appointing Jon Neprud and Robert Brown to the Communitywide Council

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve item **13a**.

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

Passed

- b. Resolution 16-R30 Appointing Marlene Sherwin to the Historic Preservation Board

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Edward Becht to approve item **13b**.

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

Passed

- c. Resolution 16-R31 appointing Matthew Samuel to the Keep Fort Pierce Beautiful Board.

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

Motion was made by Commissioner Edward Becht, seconded by Commissioner Thomas Perona to approve item **13c**.

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

Passed

**14. COMMENTS FROM THE PUBLIC**

Joyce Jackson  
Charles Gannon  
June Raymond

**15. COMMENTS FROM THE CITY MANAGER**

a. City Manager's Report

Nicholas Mimms, City Manager, discussed the Restoring the Village initiative, local artist Anita Prentiss decoration of Highwaymen artist graves and World Changers volunteers rehabilitated 16 homes in Fort Pierce. The City Manager's report will continue to accentuate the positive in Fort Pierce.

**16. COMMENTS FROM THE COMMISSION**

Commissioner Perona would like to coordinate our efforts on the issue of homelessness.

Commissioner Sessions stated that we need to address the root of our problems, the lack of jobs, to bring people out of poverty.

Commissioner Becht mentioned the Fourth of July fireworks and how he hopes the tradition continues.

Mayor Hudson stated that the Economic Development team is constantly looking for opportunities. She is thinking of Commissioner Alexander and would like to reintroduce the CCI when he returns.

**17. ADJOURNMENT** - There being no further business, Mayor Hudson declared the meeting adjourned at 8:51 p.m.

ATTEST:

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CITY CLERK

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MAYOR COMMISSIONER

**City Commission Regular Meeting**

**Agenda Item # 6. a.**

**Meeting Date:** 07/18/2016

**Re:**

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**SUBJECT:**

Treasure Coast Waterway Cleanup Week Proclamation being received by Marine Industries Association of the Treasure Coast.

**SUMMARY:**

**RECOMMENDATION:**

**ALTERNATIVES:**

**RESPONSIBLE STAFF:**

**COORDINATED WITH:**

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**Attachments**

TC Waterway Cleanup

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**Form Review**

Form Started By: Caleta Scott  
Final Approval Date: 07/11/2016

Started On: 07/11/2016 09:04 AM

WHEREAS the Marine Industries Association of the Treasure Coast and the Florida Inland Navigation District are deeply concerned with keeping the Treasure Coast waterways clean for today and future generations, and;

WHEREAS on Saturday July 23, 2016, the Marine Industries Association of the Treasure Coast in conjunction with the Florida Inland Navigation District will conduct the 9th Annual Treasure Coast Waterway Cleanup; and

WHEREAS approximately 125 miles of waterways on the Indian River, Martin and St. Lucie counties will be cleaned as part of this event; and

WHEREAS in 2015, more than 900 volunteers collected over 7.6 tons of trash from the waters of the Treasure Coast with an expectation of a significantly larger amount to be collected this year with an increased volunteer effort.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim July 23 – July 29, 2016 as:

### *Treasure Coast Waterway Cleanup Week*

in the City of Fort Pierce and urge all citizens participate in being a part of the solution to pollution.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 18<sup>th</sup> day of July, 2016.

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MAYOR COMMISSIONER

**City Commission Regular Meeting**

**Agenda Item # 7. a.**

**Meeting Date:** 07/18/2016

**Re:** Thank You Letter from Main Street Fort Pierce

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Letter from Pam Gillette, Main Street Fort Pierce, Inc. thanking the City of Fort Pierce for funding the Stars over St. Lucie - 4th of July Celebration and for the continued efforts of the Public Works Department and the Fort Pierce Police Department in helping and supporting their events.

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**Attachments**

Thank You Letter from Main Street Fort Pierce

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	07/11/2016 01:58 PM
City Manager	Jennifer Robinson	07/11/2016 02:11 PM
Form Started By: Jennifer Robinson		Started On: 07/08/2016 05:02 PM
Final Approval Date: 07/11/2016		



122 A. E. Backus Avenue, Fort Pierce, FL 34950

Wednesday, July 6, 2016

City of Fort Pierce  
P.O. Box 1480  
Fort Pierce, FL 34954

City of Fort Pierce  
Mayor Linda Hudson  
City Commissioners  
City Manager Nick Mimms  
Fort Pierce Public Works Department  
Fort Pierce Police Department

On behalf of Main Street Fort Pierce and our Board of Directors, we would like to thank the City of Fort Pierce for funding the Stars over St. Lucie – 4<sup>th</sup> of July Celebration and the fireworks show for the citizens of Fort Pierce. We would also like to thank the Public Works Department and the Fort Pierce Police Department for their continued efforts in helping and supporting our events

Main Street Fort Pierce was glad to promote and organize the 4<sup>th</sup> of July Celebration. The fireworks show was outstanding and the event was successful. The 4<sup>th</sup> of July brings a variety of people into our downtown area and through this event we are able to highlight the positive assets of Fort Pierce, as well as strengthen the community pride within our City.

Thank you again for your continued support of Main Street Fort Pierce, Inc.

Sincerely,

**Pam Gillette**

Pam Gillette  
Marketing and Events  
Main Street Fort Pierce, Inc.

## **Winner of the 2011 Great American Main Street Award**

Main Street Fort Pierce, Inc. • St. Lucie Preservation, Inc.  
Main Street Focus, Inc. • Sea Cows on Parade  
Phone: (772) 466-3880 • Fax: (772) 466-3917

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**City Commission Regular Meeting**

**Agenda Item # 7. b.**

**Meeting Date:** 07/18/2016

**Re:** Emails received on the Junior Golf Summer Camp at Indian Hills Golf Course.

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Emails from members of the community complimenting the Indian Hills Golf Course summer camp program and staff members for their time, patience, and creativity.

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**Attachments**

Junior Golf Summer Camp at Indian Hills Golf Course  
Summer Golf Camps

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**Form Review**

**Inbox**

City Manager

Form Started By: Kaitlyn Ballard

Final Approval Date: 07/13/2016

**Reviewed By**

Nick Mimms

**Date**

07/12/2016 05:54 PM

Started On: 07/11/2016 11:22 AM

----- Forwarded Message -----

**From:** "dwilliams72@netzero.net" <dwilliams72@netzero.net>

**To:** laposa@city-ftpierce.com

**Sent:** Thursday, July 7, 2016 9:49 PM

**Subject:** Junior Golf Summer Camp at Indian Hills Golf Course

Dear Ms. Lucy Posa,

Let me begin by saying thank you to you and the staff at Indian Hills Golf Course for putting together a magnificent junior golf summer camp program. Our daughter, Morgan Williams, has attended the golf camps since the inception of the program at Indian Hills Golf Course. My hat goes off to David Patterson and the many volunteers who assist with the bi-weekly golf camps. It's take a great deal of patience and time to create the elaborate and challenging designs the children enjoy playing while participating in the golf camps. Not only do these creations provide fun and excitement for the junior golfers, but they help to improve their skills at driving, chipping and putting the golf ball.

These golf camps teach the youth how to properly strike a golf ball, but more importantly, help the children to understand the importance of honesty, integrity and perseverance. We need more programs like this one in the Fort Pierce area for a few valid reasons. 1. To promote the game of golf is first and foremost. 2. To provide an alternative to the traditional sports, such as baseball, basketball, soccer and football. 3. To teach discipline. The same discipline that is learned on the golf course can be taken off the course and into the classroom environment as well as in everyday life.

We would like to propose to have the summer golf camps conducted weekly until the school year begins and to have an after school program established at the Indian Hills Golf course where the youth can continue to perfect their skills.

Sincerely,

The Williams Family

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----- Forwarded Message -----

**From:** J <wyliejb@aol.com>

**To:** dave18324e@yahoo.com

**Sent:** Thursday, July 7, 2016 5:06 PM

**Subject:** Summer golf camps

I wanted to say thank you to David patterson and the rest of the Indian Hills's golf staff, my daughter fell in love with golf this summer, and that was exactly what I hoped would happen. Everything was well organized and changed from

Day to day, and camp to camp she did not complain once about the heat, and was looking forward to going back the next morning.

Sent from my iPhone

**City Commission Regular Meeting**

**Agenda Item # 7. c.**

**Meeting Date:** 07/18/2016

**Re:** Compliments to staff and positive community feedback from the Marine Trawler Owner's Association.

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Letter from Lenny and Tobi Schelin of Marine Trawler Owner's Association 2016 Southern Rendezvous thanking the City of Fort Pierce and its staff members for their helpfulness, cooperation, guidance, and role in making their event a success.

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**Attachments**

Letter from Lenny and Tobi Schelin of Marine Trawler Owner's Association 2016 Southern Rendezvous

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**Form Review**

**Inbox**

City Manager

Form Started By: Kaitlyn Ballard

Final Approval Date: 07/13/2016

**Reviewed By**

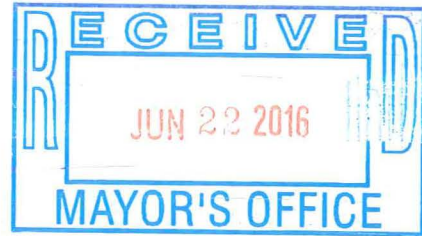
Nick Mimms

**Date**

07/12/2016 05:54 PM

Started On: 07/12/2016 08:46 AM

Ms. Linda Hudson  
Mayor, City of Fort Pierce  
100 N US 1  
Fort Pierce, Florida 34950



June 17, 2016

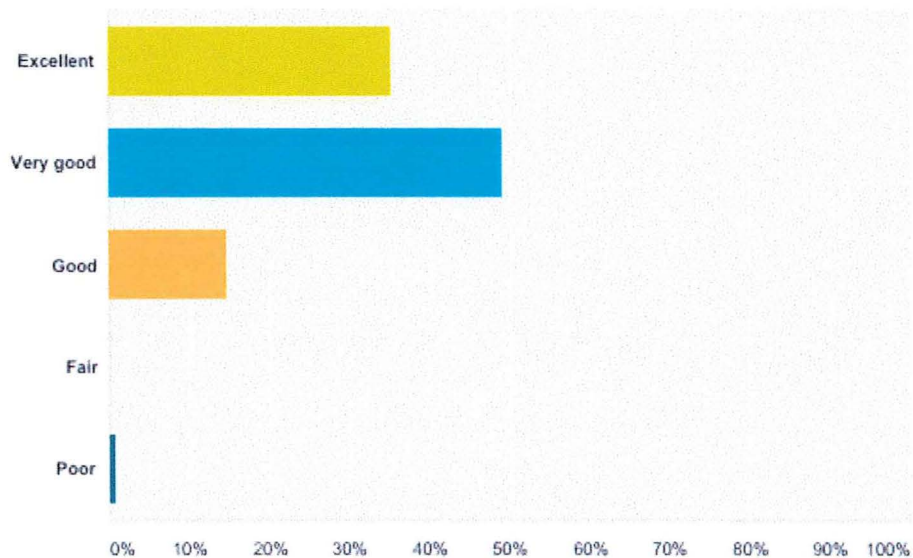
Dear Mayor Hudson,

This is a letter of thanks as well as a follow up regarding the Marine Trawler Owner's Association 2016 Southern Rendezvous. Immediately following the Rendezvous event, we sent out a survey to all attendees via Survey Monkey. Our response rate was terrific, with nearly 96% responding to the survey. There was terrific enthusiasm about the Fort Pierce venue, and highly positive comments regarding the host marina, the new Fort Pierce City Marina.

At the risk of making this letter a bit lengthy, I am enclosing some pertinent survey results and comments that we thought you would find interesting. As you can see, everyone enjoyed the marina and River Walk center.

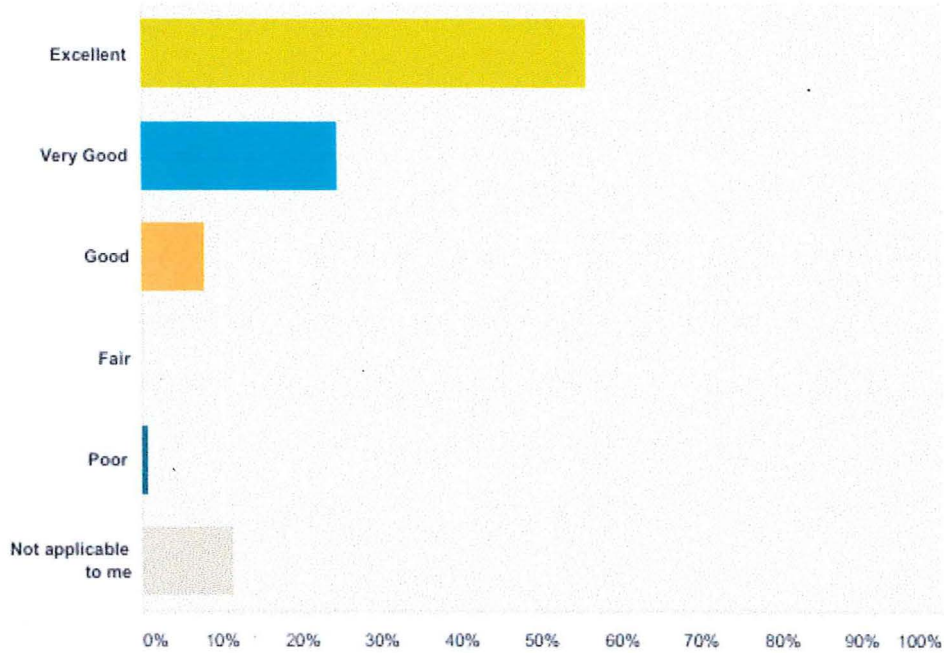
#### Q4 Overall, how would you rate the event?

Answered: 116 Skipped: 0



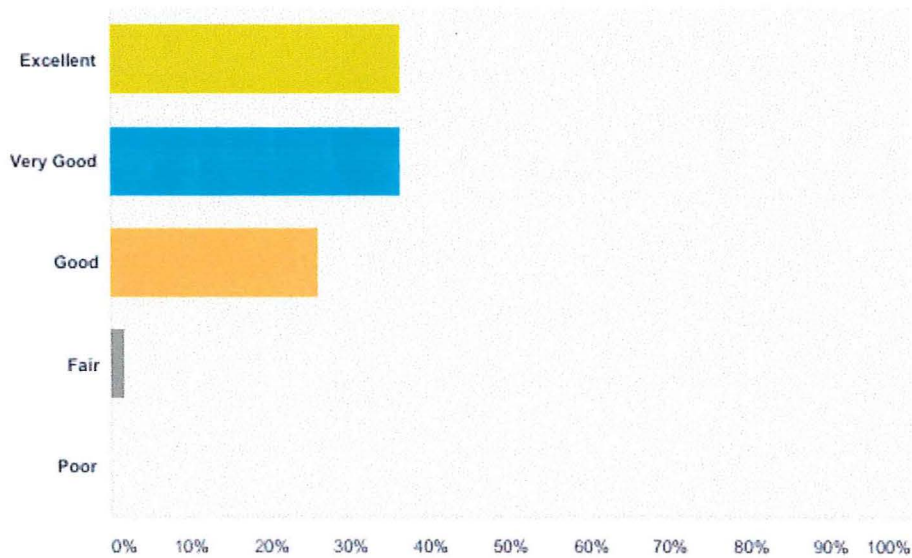
**Q5 Overall, how would you rate the host marina, the Fort Pierce City Marina**

Answered: 115 Skipped: 1



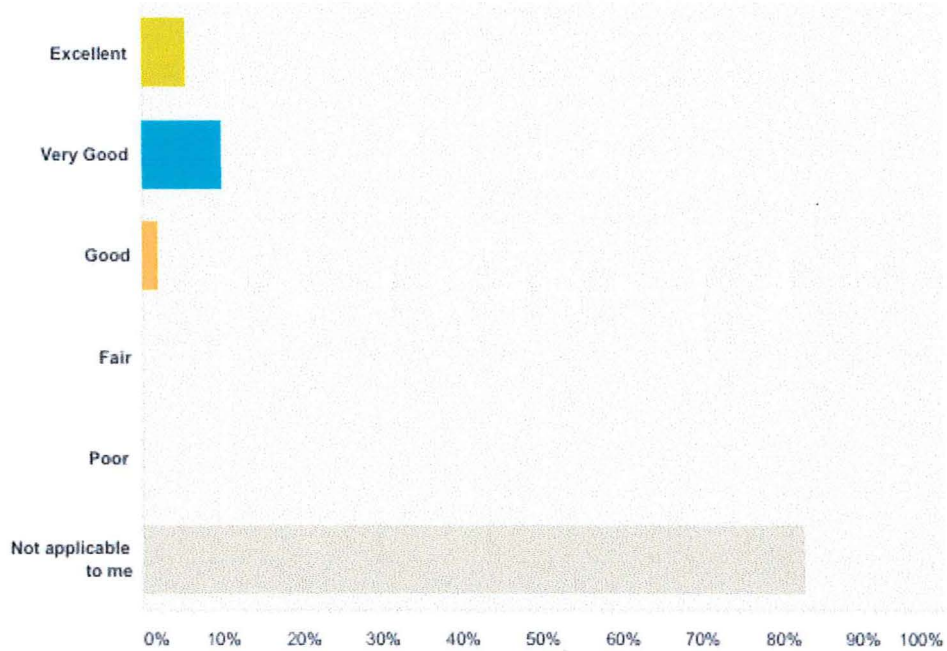
**Q7 Overall, how would you rate the host venue, The Fort Pierce Riverwalk Center?**

Answered: 116 Skipped: 0



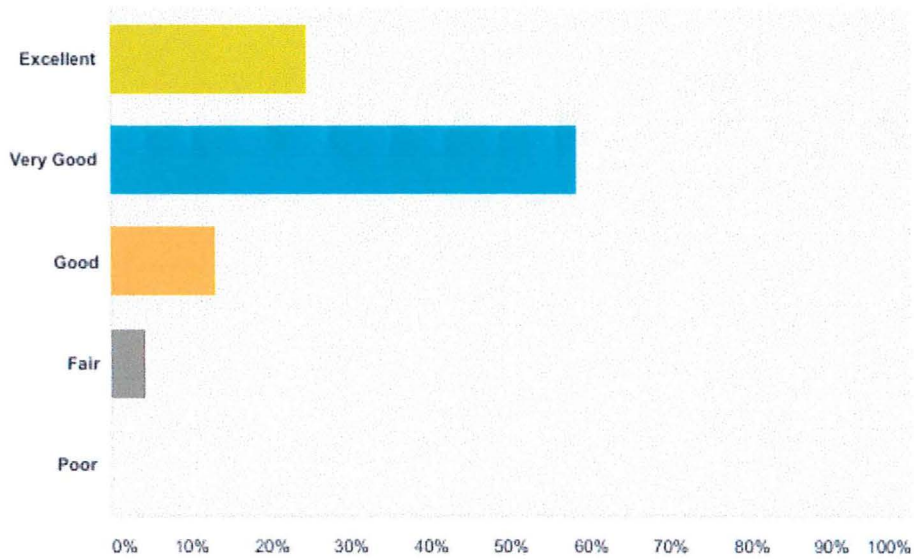
**Q6 Overall, how would you rate your experience if you stayed at a hosting hotel?**

Answered: 110 Skipped: 6



**Q13 Overall, how would you rate the quality and availability of restaurants, shopping and other local sites?**

Answered: 115 Skipped: 1



We really believe that these are great results for Fort Pierce, and speak to the increasing popularity and growth of Fort Pierce as a great destination for boaters. Many attendees commented about what a great stopover location this would be for their next trip southward and/or to the Bahamas. They commented about the beauty of the riverfront park, the wonderful Farmers Market, and the overall friendliness of local folks in Fort Pierce. Few of our attendees ventured out very far from the marina, as we had so many activities planned throughout the Rendezvous. We believe we would provide more encouragement and opportunity to explore more shops and restaurants in the future.

We did not include survey comments regarding the US Navy Seal Museum in this correspondence, however that was our most highly rated activity during the event. Deana Martino also arranged an evening of shopping that same evening. Chic and Shore and Madison Estate really impressed everyone and made them feel so welcome. We really appreciate all that local merchants did to welcome our group. Even servers at our local restaurants went out of their way to treat MTOA attendees as special guests. Additionally, Ms. Hudson, your presentation at our welcome event was also highly regarded. Comments mentioned on our survey were: "this lady knows her stuff!" and "...smart, funny and informative" and "great to be welcomed by the mayor..." We especially appreciate your taking time from your busy schedule to help kick off our event.

Finally, we would like to extend our thanks to you and the City of Fort Pierce staff. Everyone was extremely helpful and cooperative, from guiding us through permitting processes to locating local resources for materials and overall planning. Doris Tillman, and her staff at Main Street advised us regarding many things and even allowed us to use their meeting room for planning. Of course, Dean and Michelle Kubitschek really went the extra mile to be especially accommodating, so everything could run smoothly. We certainly could not have been so successful without the help of so many Fort Pierce folks, and we are very grateful and appreciative! Please pass these comments along to everyone for us!

Sincerely,

*Lenny and Tobi Schelin*

Lenny and Tobi Schelin  
Co-Chairs 2016 MTOA Southern Rendezvous  
Lenny 772.971.3786  
Tobi 772.332.0120  
simply.schelin@gmail.com

**City Commission Regular Meeting**

**Agenda Item # 10. a.**

**Meeting Date:** 07/18/2016

**Re:** Requested Increase in Funding to Purchase Order No. 160587 - GFA International Inc.

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

---

**SUBJECT:**

Approve requested increase in funding to Purchase Order No. 160587 - GFA International, Inc. in an amount not to exceed \$60,000.00

**SUMMARY:**

The Building Department utilizes GFA International, Inc, a service which provides inspectors to assist with the City's increasing need for inspections. To keep up with demand, the Building Department is requesting an increase to purchase order no. 160587 of \$60,000.00 in budgeted funds to cover the cost of maintaining two temporary inspectors through the end of the 2015-2016 Fiscal Year.

**RECOMMENDATION:**

Staff recommends approval of the increase in funding to Purchase Order No. 160587 - GFA International Inc.

**ALTERNATIVES:**

Hire qualified personnel.

**RESPONSIBLE STAFF:**

Marc Meyers, Director, Building Department

**COORDINATED WITH:**

N/A

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2015-2016  
**Account:** 420-2902-524.34-90  
**Amount:** \$60,000.00

**OTHER INFORMATION:**

Department to use available reserve funds.

---

**Attachments**

GFA (LM Engineering) PO 160587

---

**Form Review**

**Inbox**

Building

City Manager

Purchasing

City Manager

Finance Department

City Manager

Form Started By: Karen Murphy

Final Approval Date: 07/12/2016

**Reviewed By**

Marc Meyers

Jennifer Robinson

Tony Barnes

Jennifer Robinson

Johnna Morris

Nick Mimms

**Date**

07/05/2016 10:33 AM

07/08/2016 01:20 PM

07/11/2016 09:18 AM

07/11/2016 02:10 PM

07/12/2016 09:51 AM

07/12/2016 05:56 PM

Started On: 06/30/2016 08:30 AM



ORDERING DEPT.

PURCHASE ORDER

CITY OF FORT PIERCE, FLORIDA
CITY HALL - P.O. BOX 1480
FORT PIERCE, FLORIDA 34954
(772) 467-3000

FOR PROMPT PAYMENT SEND INVOICES TO:
CITY OF FORT PIERCE
ATT: FINANCE DEPARTMENT
P.O. BOX 1480
FORT PIERCE, FL 34954

VENDOR
LM ENGINEERING, INC
1215 WALLACE DRIVE
DELRAY BEACH, FL 33444

SHIP TO
CITY OF FORT PIERCE
BUILDING DEPARTMENT
100 NORTH U.S. 1
FORT PIERCE, FL 34950

Table with columns: DATE, DELIVERY DATE, VENDOR NUMBER, F.O.B., TERMS, PURCHASE ORDER #, QUANTITY, U/M, DESCRIPTION, STOCK NUMBER, UNIT COST, AMOUNT. Includes item description: PLANS REVIEW AND BUILDING INSPECTION SERVICES.

TAX NUMBER 85-8012621595C-2

TERMS & CONDITIONS

PLEASE READ CAREFULLY

GEORGIA SMITH-MONTGOMERY

- 1 - THE RIGHT IS RESERVED TO CANCEL THIS ORDER IF NOT FILLED WITHIN THE CONTRACT TIME, IF SPECIFIED.
2 - THE CONDITIONS OF THIS ORDER ARE NOT TO BE MODIFIED BY ANY VERBAL UNDERSTANDING.
3 - ACCEPTANCE OF THIS ORDER INCLUDES ACCEPTANCE OF ALL TERMS, PRICES, DELIVERY INSTRUCTIONS, SPECIFICATIONS AND CONDITIONS STATED.
4 - INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER.
5 - THE CITY ASSUMES NO RESPONSIBILITY FOR GOODS DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.
5 - PLEASE FORWARD ALL INVOICES TO FINANCE DEPARTMENT.
7 - PURCHASE ORDERS EXCEEDING FIVE HUNDRED DOLLARS MUST BEAR TWO SIGNATURES.

CITY ACCOUNT CODE NUMBER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE



ORDERING DEPT.

PURCHASE ORDER

CITY OF FORT PIERCE, FLORIDA
CITY HALL - P.O. BOX 1480
FORT PIERCE, FLORIDA 34954
(772) 467-3000

FOR PROMPT PAYMENT SEND INVOICES TO:
CITY OF FORT PIERCE
ATT: FINANCE DEPARTMENT
P.O. BOX 1480
FORT PIERCE, FL 34954

VENDOR
LM ENGINEERING, INC
1215 WALLACE DRIVE
DELRAY BEACH, FL 33444

SHIP TO
CITY OF FORT PIERCE
BUILDING DEPARTMENT
100 NORTH U.S. 1
FORT PIERCE, FL 34950

Table with columns: DATE, DELIVERY DATE, VENDOR NUMBER, F.O.B., TERMS, PURCHASE ORDER #, QUANTITY, U/M, DESCRIPTION, STOCK NUMBER, UNIT COST, AMOUNT. Includes rows for BPO INVOICE ENTRY and a REMARKS section.

TAX NUMBER 85-8012621595C-2

TERMS & CONDITIONS

PLEASE READ CAREFULLY

GEORGIA SMITH-MONTGOMERY

- 1 - THE RIGHT IS RESERVED TO CANCEL THIS ORDER IF NOT FILLED WITHIN THE CONTRACT TIME, IF SPECIFIED.
2 - THE CONDITIONS OF THIS ORDER ARE NOT TO BE MODIFIED BY ANY VERBAL UNDERSTANDING.
3 - ACCEPTANCE OF THIS ORDER INCLUDES ACCEPTANCE OF ALL TERMS, PRICES, DELIVERY INSTRUCTIONS, SPECIFICATIONS AND CONDITIONS STATED.
4 - INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER.
5 - THE CITY ASSUMES NO RESPONSIBILITY FOR GOODS DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.
5 - PLEASE FORWARD ALL INVOICES TO FINANCE DEPARTMENT.
7 - PURCHASE ORDERS EXCEEDING FIVE HUNDRED DOLLARS MUST BEAR TWO SIGNATURES.

CITY ACCOUNT CODE NUMBER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

**City Commission Regular Meeting**

**Agenda Item # 10. b.**

**Meeting Date:** 07/18/2016

**Re:** Requests for an increase in Solid Waste Blanket Purchase Order amounts

**Submitted For:** Mike Reals, Public Works Manager, Public Works

---

**SUBJECT:**

Approve request for an increase in Solid Waste Blanket Purchase Order amounts not to exceed \$80,000.00.

**SUMMARY:**

The Solid Waste accounts listed below need the BPO amounts increased to see them through to the fiscal year end. Due to unforeseen circumstances the Blanket Purchase Orders are being depleted prior to the end of year and the increases are needed to insure the maintenance and repairs of equipment are delivered in a timely manner without interruptions in service.

- A1 Bailer & Compact - Hydraulic cylinder repair
- CPM Welding - welding and fabrication
- Nextran of Orlando - replacement parts and service
- Sunbelt - replacement parts

**RECOMMENDATION:**

Approval of requested Blanket Purchase Order amount increases.

**ALTERNATIVES:**

Do not approve the requested increases.

**RESPONSIBLE STAFF:**

Public Works Department

**COORDINATED WITH:**

Director's Office, Solid Waste & Purchasing

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2016  
**Account:** 402-4200-534-46-51  
**Amount:** \$80,000.00

**FISCAL IMPACT:**

Request increase in BPO amounts in an amount not to exceed \$80,000.00. The PWD is not requesting additional funds, but an increase in the BPO amount.

---

**Attachments**

Solid Waste BPO Increase

---

## Form Review

**Inbox**

Purchasing

Finance Department

City Manager

Form Started By: Mike Reals

Final Approval Date: 07/12/2016

**Reviewed By**

Tony Barnes

Johnna Morris

Nick Mimms

**Date**

07/08/2016 09:08 AM

07/12/2016 09:55 AM

07/12/2016 05:55 PM

Started On: 06/30/2016 10:55 AM

**BLANKET PURCHASE ORDERS**

**FISCAL YEAR 2015 - 2016**

**Balance Sheet**

**Thursday 30, 2016**

**SOLID WASTE**

<b>Vendor Name / GL Account</b>	<b>BPO #</b>	<b>Blanket Amount</b>	<b>Increase Request</b>
A-1 Baler & Compact 402-4200-534-46-51	160118	\$25,000.00	15,000.00
CPM WELDING 402-4200-534-46-51	160172	\$50,000.00	15,000.00
Nextran of Orlando(141883) 402-4200-534-46-51	160190	\$50,000.00	25,000.00
Sunbelt 402-4200-534-46-51 (visa pay)	160202	\$25,000.00	25,000.00
<b>TOTAL</b>		\$150,000.00	<b>80,000.00</b>

**City Commission Regular Meeting**

**Agenda Item # 10. c.**

**Meeting Date:** 07/18/2016

**Re:** Above Ground L.P. Tank for Juvencio Rojas

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

---

**SUBJECT:**

Approve permit requested by Juvencio Rojas to install an above ground L.P. tank for a stove at 3102 Louisiana Avenue pursuant to Section 7-20 of the City Ordinance.

**SUMMARY:**

Juvencio Rojas has requested a permit to install an above ground L.P. tank for a stove at 3102 Louisiana Avenue. City Commission approval is required per Section 7-20 of the City Ordinance.

**RECOMMENDATION:**

Approval of the L.P. Tank

**ALTERNATIVES:**

Deny the request

**RESPONSIBLE STAFF:**

Marc Meyers, Building Official

**COORDINATED WITH:**

Kristie Kirstein, Senior Permit Specialist

---

**Fiscal Impact**

**OTHER INFORMATION:**

\$195.25 to the Building Department Fund for permit and application fees.

---

**Attachments**

3102 Louisiana Ave

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Building	Marc Meyers	07/05/2016 07:36 PM
City Manager	Nick Mimms	07/08/2016 03:45 PM
Form Started By: Kristie Kirstein		Started On: 07/05/2016 05:52 PM
Final Approval Date: 07/08/2016		



**CITY OF FORT PIERCE, FLORIDA  
BUILDING DEPARTMENT  
APPLICATION FOR BUILDING PERMIT**  
(772) 460-2200 EXT. 261 OR 276 FAX (772) 467-9836

Permit # 16-1875  
FBC 2014

Pin # 358750

\*Property Address 3102 Louisiana Ave \*Date 6/29/16 # of plans submitted \_\_\_\_\_ \* # of CD's submitted \_\_\_\_\_  
Parcel ID# 2417-514-0010-000-7 Phone # (772) 465-2886 Fax # (772) 465-8448  
(Located on your tax bill) Email Address Brian.Pearl@Amerigas.com Cell # (772) 633-0740  
\*Owner Name Juencio Rojas \*Owner Address 3102 Louisiana Ave Fort Pierce

Type of permit Gas tank and line \*Valuation \$ 800.00  
\*Description of Work set 200# DOT propane cylinder behind fence. Run line to stove on outside wall.  
Architect: \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
Email Address \_\_\_\_\_  
Engineer: \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
Email Address \_\_\_\_\_

\*CONTRACTOR/APPLICANT INFORMATION: City License # \_\_\_\_\_ State License # 02707  
Company Name Ameri Gas Qualifier Larry Licastro  
Address 3301 Cleaver Ave City/State Fort Pierce FL Zip 34982  
Phone # (772) 465-2886 Fax # (772) 465-8448 Cell # (772) 633-0740  
Email Address Brian.Pearl@Amerigas.com

RECEIVED  
JUL 01 2016  
Building Department  
KC

SUBCONTRACTORS: See Subcontractor Verification Sheet. It may be Required to accompany this application  
Occupancy \_\_\_\_\_ 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 KC

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 \_\_\_\_\_ Signature of Property Owner \_\_\_\_\_  
State of Florida, County of St Lucie State of Florida, County of \_\_\_\_\_

Affirmed to and subscribed before me this June Affirmed to and subscribed before me this \_\_\_\_\_  
29th 2016 by Larry Licastro 20 \_\_\_\_\_ by \_\_\_\_\_  
personally known to me or who has produced personally known to me or who has produced  
as identification. as identification.

Notary Signature: Amber L Diaz Notary Signature: \_\_\_\_\_  
Notary (print name) Amber L Diaz Notary (print name) \_\_\_\_\_

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.  
\*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 PF 100 PL 75  
Total Fees Due \$ 325.25 RT 15  
Remarks \_\_\_\_\_  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_ Building Official \_\_\_\_\_ Date \_\_\_\_\_

AMBER L DIAZ  
MY COMMISSION # FF956145  
EXPIRES February 01, 2020  
Florida Notary Service.com  
4071 398 0153

**These plans and all proposed work are subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes**

**REVIEWED FOR CODE COMPLIANCE**

It is the responsibility of the general contractor to insure that all phases of construction are performed to and meet all applicable building, electrical, plumbing, mechanical, gas, Florida Accessibility, Florida Energy, fire and safety codes. In no way will the general contractor or the subcontractor be released or relieved from any phase of construction that was inadvertently overlooked during plan review as outlined in Chapter 1 Section 105.4 Florida Building Code (FBC)

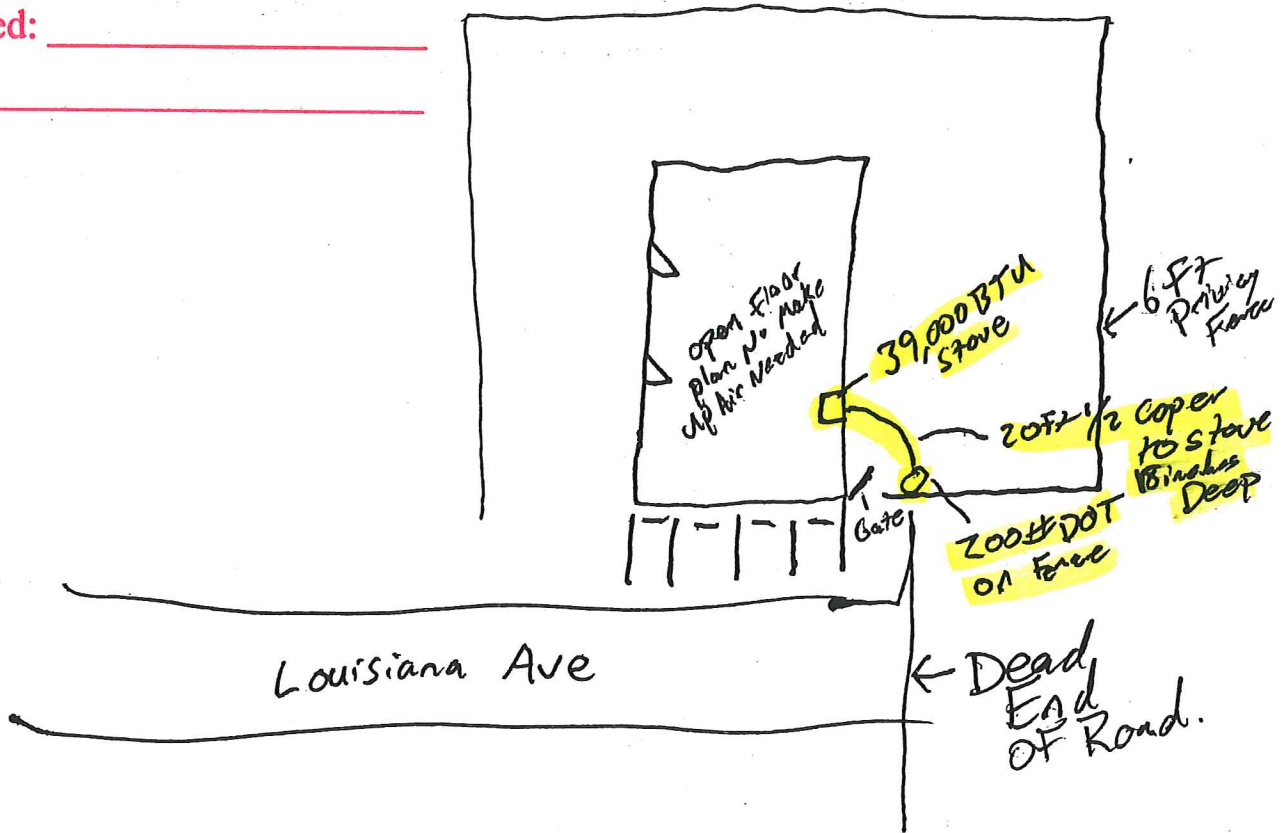
Building Official \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF FORT PIERCE**

Reviewed: \_\_\_\_\_

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



**TABLE 15.1(k) Pipe Sizing Between First-Stage and Second-Stage Regulators: Outside Diameter Refrigeration Tubing**

		Gas:		Undiluted Propane	
		Inlet Pressure:		10.0 psi	
		Pressure Drop:		1.0 psi	
		Specific Gravity:		1.52	
Tubing Length (ft)	3/8 in. 0.311	1/2 in. 0.436	5/8 in. 0.555	3/4 in. 0.68	7/8 in. 0.785
30	299	726	1367	2329	3394
40	256	621	1170	1993	2904
50	227	551	1037	1766	2574
60	206	499	939	1600	2332
70	189	459	864	1472	2146
80	176	427	804	1370	1996
90	165	401	754	1285	1873
100	156	378	713	1214	1769
150	125	304	572	975	1421
200	107	260	490	834	1216
250	95	230	434	739	1078
300	86	209	393	670	976
350	79	192	362	616	898
400	74	179	337	573	836
450	69	168	316	538	784
500	65	158	298	508	741
600	59	144	270	460	671
700	54	132	249	424	617
800	51	123	231	394	574
900	48	115	217	370	539
1000	45	109	205	349	509
1500	36	87	165	281	409
2000	31	75	141	240	350

Notes:

- (1) Capacities are in 1000 Btu/hr.
- (2) To convert to capacities at a gauge pressure of 5 psi setting with 10 percent (0.5 psi) pressure drop, multiply values by 0.606. To convert to capacities at a gauge pressure of 15 psi setting with 10 percent (1.5 psi) pressure drop, multiply values by 1.380.

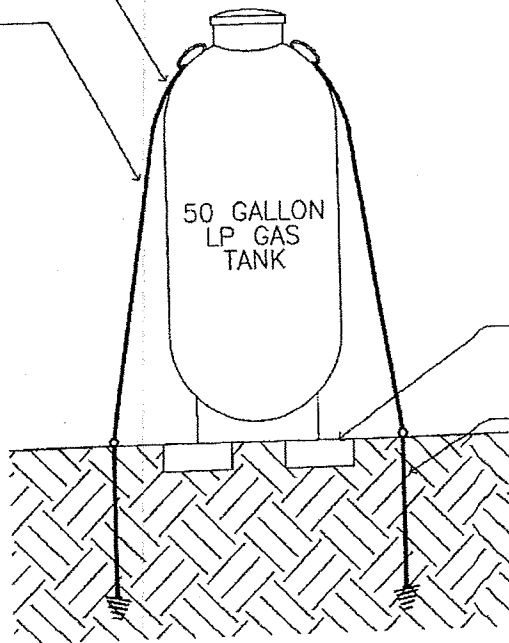
**TABLE 15.1(l) Copper Tube Sizing Between Second-Stage Regulator and Appliance: Outside Diameter of Copper Refrigeration Tubing**

		Gas:		Undiluted Propane	
		Inlet Pressure:		11 in w.c.	
		Pressure Drop:		0.5 in.	
		Specific Gravity:		1.52	
Tubing Length (ft)	3/8 in. 0.311	1/2 in. 0.436	5/8 in. 0.555	3/4 in. 0.68	7/8 in. 0.785
10	47	115	216	368	536
20	32	79	148	253	368
30	26	63	119	203	296
40	22	54	102	174	253
50	20	48	90	154	224
60	18	43	82	139	203
80	15	37	70	119	174
100	14	33	62	106	154
125	12	29	55	94	137
150	11	26	50	85	124
200	9	23	43	73	106
250	8	20	38	64	94
300	8	18	34	58	85
350	7	17	32	54	78
400	6	16	29	50	73

Note: Capacities are in 1000 Btu/hr.

(2) LAYERS OF 30#  
FELT BETWEEN STRAP AND TANK

1/8" GALV. CABLE W/  
(2) HDG CLAMPS TO  
ANCHOR (PULLED  
TIGHT)



(3) 8X16X3"  
CMU BLOCK

30" W/ 4" SEAMLESS  
HELIX

GENERAL NOTES:

1. HELICAL ANCHORS SHALL HAVE AN ALLOWABLE PULL-OUT CAPACITY OF 400#. ANCHORS SHALL BE INSTALLED PER ANCHOR MANUFACTURER TO ACHIEVE STATED LOAD CAPACITY. CAPACITY VARIES WITH SOIL TYPE. VERIFY ANCHOR CAPACITY WITH SOIL TYPE ENCOUNTERED.
2. CHECK FOR UNDERGROUND UTILITIES PRIOR TO ANCHOR INSTALLATION
3. LOCATION OF TANK RELATIVE TO ADJACENT STRUCTURES AND FEATURES IS DEPENDENT UPON LOCAL CODES AND IS THE RESPONSIBILITY OF OTHERS.
4. THE TANK AS SHOWN HAS BEEN DESIGNED TO PREVENT FLOTATION, COLLAPSE, OR LATERAL MOVEMENT DURING THE BASE

CRITERIA

-- "0";

GCpi N/A;

Cf = 0.6



**City Commission Regular Meeting**

**Agenda Item # 10. d.**

**Meeting Date:** 07/18/2016

**Re:** SHIP Housing Rehab - 2005 Barcelona Avenue

**Submitted For:** Libby Woodruff, Urban Redevelopment Manager, Planning & Zoning

---

**SUBJECT:**

Approve Award of Bid No 2016-024 to De La Hoz Builders, Inc. to rehabilitate 2005 Barcelona Avenue in an amount not to exceed \$18,979 through the State Housing Initiatives Partnership (SHIP) program.

**SUMMARY:**

Bid # 2016-024 was sent to 333 vendors. Three vendors responded. De La Hoz Builders, Inc. from Sebastian, Florida was the low bidder at \$18,979. Bids from KMS Construction Company, Vero Beach and Gentile Corporation, West Palm Beach came in at \$24,300 and \$26,780, respectively.

**RECOMMENDATION:**

Award Bid No 2016-024 to De La Hoz Builders, Inc. to rehabilitate 2005 Barcelona Avenue for \$18,979.

**ALTERNATIVES:**

Do not award the bid.

**RESPONSIBLE STAFF:**

Libby Woodruff, Urban Redevelopment Manager

**COORDINATED WITH:**

Rebecca Grohall, Planning Department Director

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2016  
**Account:** 10595025548310  
**Amount:** \$18,979.00

**FISCAL IMPACT:**

This expenditure will be reimbursed to the City via State Housing Initiative Partnership (SHIP) funds.

---

**Attachments**

2005 Barcelona Bid Results  
Site Location - 2005 Barcelona Avenue

---

## Form Review

### Inbox

Purchasing  
Finance Department  
City Manager  
Form Started By: Libby Woodruff  
Final Approval Date: 07/08/2016

### Reviewed By

Tony Barnes  
Johnna Morris  
Nick Mimms

### Date

07/08/2016 09:09 AM  
07/08/2016 11:11 AM  
07/08/2016 03:43 PM  
Started On: 07/06/2016 03:27 PM



**MEMORANDUM**  
from the  
**PROCUREMENT DEPARTMENT**

---

**TO:** Elizabeth Woodruff, Urban Redevelopment Manager

**THROUGH:** Tony Barnes, Director of Procurement

**FROM:** Georgia Montgomery, Purchasing Specialist

**SUBJECT:** Bid No. 2016-024 ~ Housing Rehabilitation Project for  
2005 Barcelona Avenue.

**DATE:** June 29, 2016

---

Attached is the tabulation sheet for the above referenced bid, you have received a copies of each bid submitted. The file is available for review in the Procurement Department.

The invitation was sent to 333 vendors. Seven (7) vendors requested specifications with three (3) responding (43 %) 0 "No Bid" (43 % total response).

Please respond to the Procurement Department for recommendation of award.

Expiration date is August 27, 2016. Commission approval must be completed by this date.

/gm

Attachment

cc: Karen Mike, Executive Assistant

**CITY OF FORT PIERCE  
TABULATION OF BIDS**

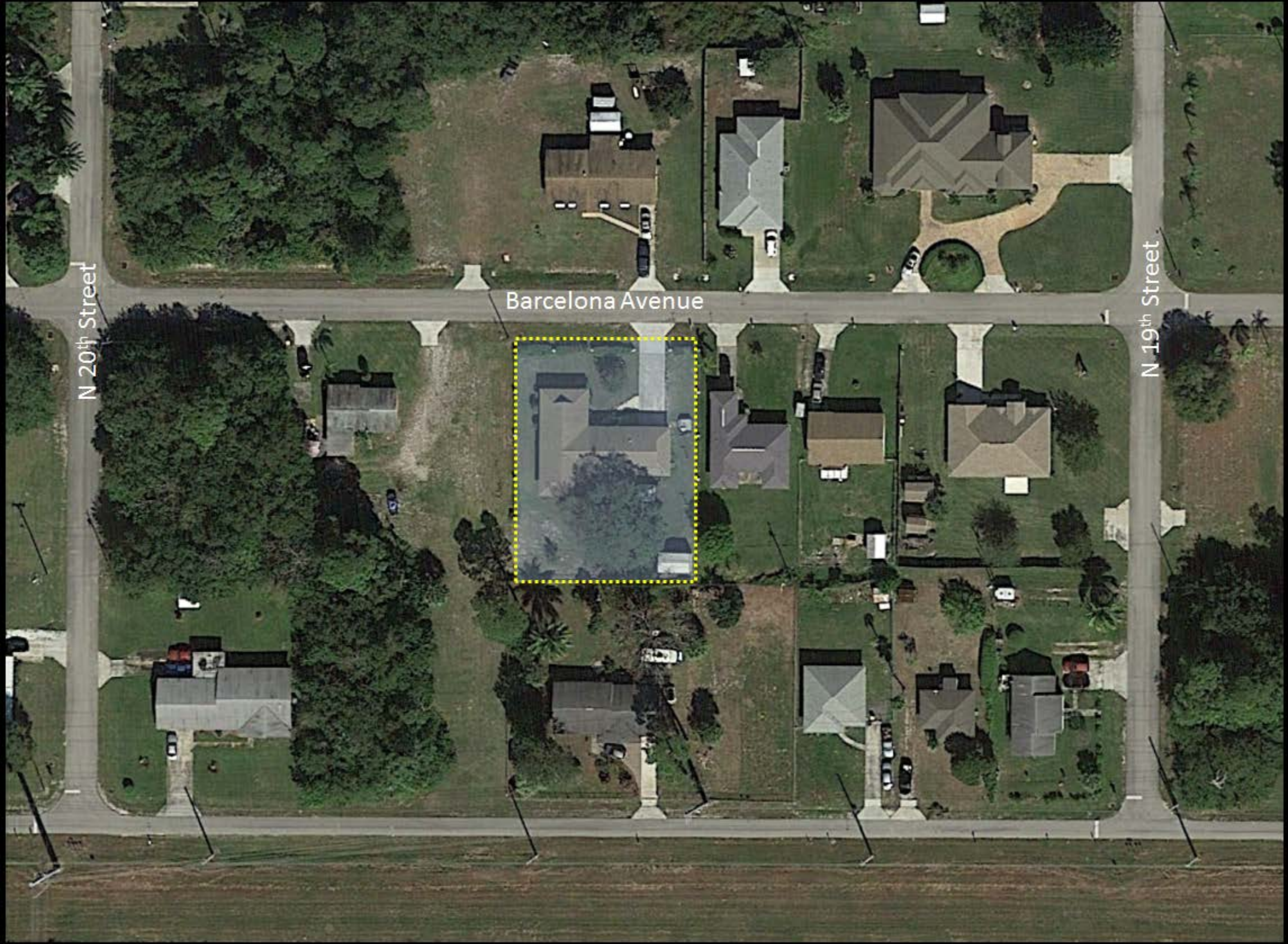
**"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."**

<b>BID ON:</b>	<b>Housing Rehabilitation Project for 2005 Barcelona Avenue</b>
<b>BID NUMBER:</b>	<b>2016-024</b>
<b>DATE:</b>	<b>06/28/16 @ 3:00 PM</b>
<b>RECOMMENDED AWARD:</b>	<b>Pending</b>

<b>RESPONSE</b>
3 of 7= 43 %
0 "No Bids"
Total = 43 %

<b>Vendor</b>	<b>Bid Amount</b>
De La Hoz Builders, Inc. Sebastian, FL	\$18,979.00
KMS Construction Company Vero Beach, FL	\$24,300.00
Gentile Corporation West Palm Beach, FL	\$26,780.00

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



N 20th Street

Barcelona Avenue

N 19th Street

# 2005 Barcelona Avenue

Site Aerial



**City Commission Regular Meeting**

**Agenda Item # 10. e.**

**Meeting Date:** 07/18/2016

**Re:** Coastal Florida Police Benevolent Association, Sergeants and Lieutenants Unit Contract

**Submitted For:** Kevin Browning, Human Resources Manager, Human Resources

---

**SUBJECT:**

Approve contract between the City of Fort Pierce and Coastal Florida Police Benevolent Association, Sergeants and Lieutenants Unit for the term October 1, 2015 through September 30, 2018.

**SUMMARY:**

The Coastal Florida Police Benevolent Association, Sergeants and Lieutenants Unit Contract was ratified by the Union on July 7, 2016, and it now comes before the City Commission for Approval.

**RECOMMENDATION:**

Approval Recommended.

**ALTERNATIVES:**

Staff will proceed as directed by the City Commission.

**RESPONSIBLE STAFF:**

Kevin Browning, Interim Police Chief Kenny Norris, Deputy Chief Frank Amandro

**COORDINATED WITH:**

Fort Pierce Police Department

---

**Fiscal Impact**

**Budgeted Y/N:** Y

**Fiscal Year:** 2016

**Amount:** \$455,809

**OTHER INFORMATION:**

City Contribution budgeted at \$278,000

PD contribution from Current Operating Expenses \$177,229

For a total of \$455,809

---

**Attachments**

Contract

---

## Form Review

### Inbox

City Manager

Finance Department

City Manager

Form Started By: Kevin Browning

Final Approval Date: 07/13/2016

### Reviewed By

Jennifer Robinson

Johnna Morris

Nick Mimms

### Date

07/08/2016 01:23 PM

07/12/2016 09:59 AM

07/13/2016 10:16 AM

Started On: 07/08/2016 08:32 AM

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CITY OF FORT PIERCE**

**AND THE**

**COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION**

**(Sergeants' and Lieutenants' Unit)**

**OCTOBER 1, 2015 to SEPTEMBER 30, 2018**

**Contract Ratified:  
City Commission Approval: 07/18/2016**

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**ARTICLE 1**  
**PREAMBLE**

**SECTION 1.1**

This Agreement is entered into by and between the CITY OF FORT PIERCE, FLORIDA, hereinafter referred to as the "EMPLOYER" or the "CITY", and the Coastal Florida Police Benevolent Association, hereinafter referred to as the ASSOCIATION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the EMPLOYER and the Association; to insure the continuous, uninterrupted, efficient operations of the Department; to provide prompt and peaceful adjustment of differences which may arise and to establish the standards of wages, hours, and other terms and conditions of employment.

**SECTION 1.2**

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basic Agreement between the parties in the determination of wages, hours, terms and conditions of employment.

**SECTION 1.3**

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

**SECTION 1.4**

There shall be no separate agreements made between bargaining unit members and the City that are contrary to the terms herein provided.

**ARTICLE 2**  
**RECOGNITION**

**SECTION 2.1**

The CITY OF FORT PIERCE hereby recognizes COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION as the sole and exclusive bargaining agent for the job classification of Sergeant and Lieutenant in the unit designated by the Florida Public Employees Relations Commission in Certification, #1349 as Amended.

**SECTION 2.2**

For the purpose of this Agreement, the terms Bargaining Unit employees, Sergeant, Lieutenant, member and employee shall be synonymous.

**ARTICLE 3**  
**SUBCONTRACTING**

**SECTION 3.1**

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

**SECTION 3.2**

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission 'agenda, without waiver of either parties' rights under the law.

## **ARTICLE 4**

### **EMPLOYEE RIGHTS**

#### **SECTION 4.1**

The CITY agrees not to interfere with the right of any eligible employee to become a member of the Association withdraw from membership from the Association, refrain from becoming a member of the Association or exercising his rights as an Association member.

#### **SECTION 4.2**

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the Association. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the Association, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

#### **SECTION 5.1**

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

#### **SECTION 5.2**

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement.

#### **SECTION 5.3**

The exercise of the above rights in Section 5.1 and 5.2 does not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

#### **SECTION 5.4**

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

#### **SECTION 5.5**

If the City determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement

may

**SECTION 5.5 (Continued)**

be suspended during the time of the declared emergency. All pay provisions, Section 5.2 and Article 12 will continue in case of emergency.

## **ARTICLE 6**

### **NO STRIKES AND LOCKOUTS**

#### **SECTION 6.1**

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the Association and there shall be no lockouts by the CITY for the duration of this Agreement. The Association supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided; however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

#### **SECTION 6.2**

Employees directed to take police action during a strike and/or labor dispute shall remain neutral, despite the disagreement of the parties involved. The employee will be governed by the policy/ procedures of the Fort Pierce Police Department, the laws of the State of Florida, Federal Law, and the United States Constitution.

#### **SECTION 6.3**

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike shall be subject to discipline, up to and including, termination.

## **ARTICLE 7**

### **BULLETIN BOARDS AND MAILBOXES**

#### **SECTION 7.1**

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee, at a minimum seven (7) days in advance of posting the notice, exception under exigent circumstances.

#### **SECTION 7.2**

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

#### **SECTION 7.3**

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative and that the person is off duty. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee, for approval at a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email, exception under exigent circumstances.

#### **SECTION 7.4**

The Chief of Police, or his designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

## **ARTICLE 8**

### **NO DISCRIMINATION**

#### **SECTION 8.1**

The EMPLOYER and the Association agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age, marital status, physical disability, veteran status, pregnancy, or gender. The EMPLOYER and the Association agree not to discriminate against any employee for his/her membership or non-membership in the Association.

## **ARTICLE 9**

### **WORKING OUT OF CLASSIFICATION**

#### **SECTION 9.1**

An employee may be required to work in a higher classification on a temporary, incidental, or emergency basis and shall do so at no increase in pay. If the employee is required to perform the duties for a period exceeding four (4) consecutive working days, the employee shall receive a salary increase of ten percent (10%) of the employee's current salary. At the conclusion of the assignment, the employee's pay shall revert to the employee's salary rate prior to the temporary assignment.

#### **SECTION 9.2**

An employee who temporarily performs work in a lower classification totally different from his normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

## **ARTICLE 10**

### **WORK RULES**

#### **SECTION 10.1**

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

#### **SECTION 10.2**

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions require flexible working hours.

#### **SECTION 10.3**

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended upon mutual agreement by both parties.

#### **SECTION 10.4**

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred dollars (\$300.00) per incident.

#### **SECTION 10.5**

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other property that has not been authorized to be carried on duty.

- \$100.00 Limit: watches and non-prescription sunglasses.
- \$300.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

**SECTION 10 (Continued)**

**SECTION 10.6**

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

## **ARTICLE 11**

### **HOURS OF WORK, OVERTIME AND COMPENSATORY TIME**

#### **SECTION 11.1**

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a 14 day pay period, with the exception of items covered in Article 11, Section 7.

#### **SECTION 11.2**

The CITY shall not change an employee's hours of work solely for the purpose of avoiding overtime pay to the employee. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

#### **SECTION 11.3**

For the purposes of computing overtime, Holiday Administrative, Vacation and Compensatory leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked: however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a 14 day work cycle.

#### **SECTION 11.4 – RECALL**

If an employee is called back to work after completion of the employee's regular shift, the employee shall receive a minimum of two and one-half hours (2 ½) hours pay at the rate of time and one-half (1 ½).

#### **SECTION 11.5 –COURT TIME**

If an employee attends court during his off-duty time and as a part of his regular duties, he will be compensated at a rate of time and one-half (1 ½) for all hours over forty (40), with a minimum of two and one-half (2 ½) hours at the straight time rate. All private checks issued to officers will be turned into Fiscal Management personnel. When attending more than one court hearing or state

## **SECTION 11.5 (Continued)**

attorney hearing officers will be compensated at the rate of a minimum of two and one-half (2 ½) hours at the straight time rate for each hearing in accordance with a two and one-half (2 ½) hour window between the two (2) hearings.

## **SECTION 11.6 - ON CALL/STAND-BY COMPENSATION**

An employee assigned to the "On Call" position will be compensated an incentive of one (1) additional hour per weekday (Monday through Friday) and two (2) hours per weekend day (Saturday through Sunday) at a rate of one and one-half times their regular hourly base rate of pay. It shall be the employee's discretion to take overtime, compensatory time, or any combination of the two.

No additional compensation shall be made for incidental work performed (Such as receiving phone calls, deploying resources, etc.) during "On Call" status, unless the employee is required to actually respond to an incident. In this case, the employee will be paid for a call out in accordance with the collective bargaining agreement.

## **SECTION 11.7 - COMPENSATORY TIME**

Law Enforcement Officers may accumulate compensatory time in the following manner:

- A. Training purposes.
- B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.
- C. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.
- D. Officers may request compensatory time in lieu of overtime.

Compensatory time will be taken at the convenience of the Department with the approval of the Chief. Compensatory time accumulation will be at a rate of time and one-half (1½) for all hours worked over forty (40) hours in a work week (eight (8) hours worked - twelve (12) hours compensatory time). Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Officers who have more than one hundred twenty (120) hours on the books will use the excess time within one (1) year at the option of the Police Chief.

## ARTICLE 12

### DISPOSITION OF GRIEVANCES

#### SECTION 12.1

Any grievance arising during the term of this Agreement between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of Agreement, shall be settled in the following manner:

- A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee’s immediate supervisor. The grievance shall state the following:
  1. Article violated;
  2. A complete statement of the grievance; and,
  3. Remedy or correction requested, signed by the aggrieved employee and the ASSOCIATION Representative.
- B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor’s decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift Commander. The Shift Commander may discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision with ten (10) days of receipt of the grievance.
- C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift Commander’s decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Deputy Chief of Police of the aggrieved employee. The Deputy Chief of Police shall respond in writing with a decision within twenty (20) days of receipt of the grievance.
- D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Chief of Police or designee’s decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

## **SECTION 12.1 (Continued)**

- E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days of the City Manager’s decision or failure to respond as provided in Step 4, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.
- F. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.
- G. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of this Agreement, nor shall his decision have the -effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.
- H. Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.
- I. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.
- J. Employees covered by this Agreement having a City Civil Service Appeal procedure and the contractual grievance procedure available to them for disciplinary action may elect to use either of these processes to the abandonment of the other.
- K. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.
- L. The parties agree that in the event of any arbitration hearing, impasse hearing, or other PERC hearing involving the parties. The parties will make verbal closing arguments at the time of the arbitration or hearing, and the parties specifically agree that neither party will make a later written closing argument.

## **ARTICLE 13**

### **SAFETY AND HEALTH**

#### **SECTION 13.1**

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

#### **SECTION 13.2**

Protective devices, and like equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY, upon subsequent agreement of the CITY and the ASSOCIATION.

#### **SECTION 13.3**

Protective body armor (at the current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The City will initially pay full cost of the upgraded body armor and subsequently charge the employee the cost of the upgrade.

#### **SECTION 13.4**

Once a member provides notification to the City from a qualified physician of the members' pregnancy, and the need for restricted duty, upon request, the City shall make every attempt to place the member on an Administrative assignment.

#### **SECTION 13.5**

The City agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

## **ARTICLE 14**

### **SENIORITY**

#### **SECTION 14.1 - CITYWIDE SENIORITY**

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

#### **SECTION 14.2 - DEPARTMENTAL SENIORITY**

Department seniority is defined as the length of continuous employment within the Police Department as a sworn Law Enforcement Officer. Departmental seniority shall accrue as of the first day of employment or transfer into the department.

#### **SECTION 14.3 - CLASSIFICATION SENIORITY**

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

#### **SECTION 14.4**

Seniority will be lost when an employee:

- A. Terminates voluntarily;
- B. Is discharged for cause;
- C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;
- D. Fails to return from recall within three (3) days after given notice by the City, by certified mail, to return to work.

#### **SECTION 14.5**

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest rank seniority and if the rank seniority is the same, departmental seniority shall be given first consideration providing the request was submitted in writing on the same day.

## ARTICLE 15

### REDUCTION IN FORCE

#### SECTION 15.1

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, and shall be accomplished in the following manner:

- A. Lay-off shall be by classification within the Department.

Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, and classification and Departmental seniority.

- B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.
- C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his qualifications and ability to do the work.
- D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualification and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.
- E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.
- F. The CITY will maintain a list of employees laid off under this Article twelve (12) months and will not hire any new employees until the employees that were laid off from this bargaining unit are contacted and offered the open position(s) if they currently are qualified and meet the Police standards. For employees hired prior to the ratification of the FY 2016 contract, the CITY will maintain a list of employees laid off under this Article for two (2) years.

## ARTICLE 16

### PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

#### SECTION 16.1

- A. Vacancies in higher positions in the Bargaining Unit shall be filled by promotion from lower classes whenever it is in the best interest of the CITY to do so.
- B. When it is determined that there will be a promotional examination procedure, the CITY shall designate the lower class from which the promotion is to be made.
- C. The Chief of Police shall determine the competitive promotional examination and/or assessment process.
- D. The CITY shall conduct a competitive examinations procedure and establish eligibility list in the manner provided below. Eligibility shall be established as follows:

Sergeant's eligibility requirements:

- Have a minimum of three and a half (3 ½ ) years of experience with the Fort Pierce Police Department in the capacity of a sworn officer; and
- Have received a rating of satisfactory or higher on the last three (3) performance evaluations; and
- For FY 2016, at a minimum be enrolled in college and have at a minimum educational level equivalent to fifteen (15) credit hours from an approved college from the State accredited Association of Colleges and Schools list to participate in the examination or assessment process; and
- For FY 2017, have a minimum education level equivalent to thirty (30) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and
- For FY 2018, have a minimum education level equivalent to forty-five (45) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and
- Achieve a qualifying score on the most recent promotional examination or assessment.

## SECTION 16.1 (Continued)

Lieutenant's eligibility requirements:

- Have a minimum of two (2) years of experience with the Fort Pierce Police Department in the capacity of a sergeant; and
  - Have received a rating of satisfactory or higher on the last three (3) performance evaluation; and
  - For FY 2016, at a minimum be enrolled in Bachelor's degree program and have at a minimum educational level equivalent to an Associate Degree (60 earned credit hours) from an approved college from the State accredited Association of Colleges and Schools list to participate in the examination or assessment process; and.
  - For FY 2017, have a minimum education level equivalent to seventy-five (75) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and.
  - For FY 2018, have a minimum education level equivalent to ninety (90) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and.
  - Achieve a qualifying score on the most recent promotional examination or assessment.
- E. In the event that promotional scores are the same, performance (last three {3} performance evaluations) and sworn classification seniority shall be the deciding factor.
- F. All promotional examination procedures shall be publicized in advance of the examination by posting announcements on the prescribed bulletin boards at least thirty (30) days prior to the commencement of the examination.
- G. The Chief of Police shall select an employee for promotion to the next rank from the eligibility list created after the promotional examination and/or assessment process have been completed. The following shall determine the eligibility list:
- Sergeants – The eligibility list shall be comprised of the top ten (10) Officers with a passing score of seventy percent (70%) on the promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

## **SECTION 16.1 (Continued)**

- Lieutenants – The eligibility list shall be comprised of all Sergeants that have successfully completed the Lieutenants promotional examination and/or assessment process.

## ARTICLE 17

### INSURANCE

#### SECTION 17.1

- A. The present or improved health insurance plans identified as Medical Plan 3559 (Basic Plan) and Medical Plan 0727 (Buy-Up Plan) will be continued until the end of the current Blue Cross/Blue Shield (BCBS) contract, which expires September 30, 2016.
- B. Bargaining unit members electing the City's Basic Health Plan CBS Medical Plan 3559 shall be required to pay \$25.00 per pay period. Bargaining unit members electing a "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay \$51.72 per pay period. In the event bargaining unit members elect dependent coverage under either medical plan, the City agrees to pay 50% of the cost of the premium of the Basic Plan for such dependent coverage. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.
- C. The CITY will furnish life insurance coverage in the amount of \$20,000 for all full time regular Bargaining Unit members.
- D. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation
- E. Should the City provide improved insurance coverage benefits, or offer the same benefit at a lesser cost, to any other bargaining unit or classified civil service employee then such benefit shall be offered to the Bargaining Unit members.

## **ARTICLE 18**

### **CHECKOFF**

#### **SECTION 18.1**

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues, initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for 26 bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

#### **SECTION 18.2**

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

#### **SECTION 18.3**

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union; Health and Life Insurance Premiums.

#### **SECTION 18.4**

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

## **ARTICLE 19**

### **UNION REPRESENTATION**

#### **SECTION 19.1**

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

#### **SECTION 19.2**

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor, pay taken from the time pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

#### **SECTION 19.3**

It is agreed that all ASSOCIATION representatives have productive work' to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, presenting and adjusting grievances or dispute's. Solicitation of membership shall not he engaged in during working hours. No general ASSOCIATION Membership meeting shall be held on CITY's time.

#### **SECTION 19.4**

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

#### **SECTION 19.5**

Upon request of the ASSOCIATION, employees may be granted leave with pay (if taken from the time pool), whenever reasonable, for ASSOCIATION business with the approval of the Chief of

Police, or designee.

## **SECTION 19 (Continued)**

### **SECTION 19.6**

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

### **SECTION 19.7**

The City and the ASSOCIATION agree to the creation of a PBA Time Pool. It shall be the responsibility of the PBA to supply to the City a PBA Time Pool Authorization Form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty-eight (48) hours. Time Pool hours may be drawn at the written discretion of the PBA President or his designee in increments of at least one (1) hour.

Charges against the PBA Time Pool will be kept by the Police Department and the PBA. A PBA representative may be granted pool time to attend public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the PBA to attend State Board Meetings of the Police Benevolent Association or seminars sponsored by the PBA or to contribute to a sick or injured employee in accordance to Section 19.8.

The use of the Time Pool shall be handled in the same manner as vacation requests. The PBA and City agree that this Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the PBA Time Pool become depleted, anyone engaging in PBA activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

### **SECTION 19.8**

The City agrees to allow any member to contribute vacation or comp time, or any combination thereof, to another employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a Fiscal Year.

## **ARTICLE 20**

### **HOLIDAYS**

#### **SECTION 20.1**

The following days will be observed as holidays for all employees subject to this Agreement: January 1<sup>st</sup>, Martin Luther King's Birthday, Presidents Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24<sup>th</sup> and 25<sup>th</sup>.

#### **SECTION 20.2**

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

#### **SECTION 20.3**

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

#### **SECTION 20.4**

Any employee who shall be required to perform work on one of the holidays listed above shall be compensated as directed by the City Manager.

## **ARTICLE 21**

### **VACATION LEAVE**

#### **SECTION 21.1**

- A.** All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.
- B.** Temporary employees shall not be eligible for vacation leave.
- C.** Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.
- D.** Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he shall not be compensated for any accrued leave.

#### **SECTION 21.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID**

All regular employees shall accumulate vacation leave as follows:

- A.** One (1) year of service but less than five (5): 96 hrs. per year
- B.** Five (5) years of service but less than ten (10): 112 hrs. per year
- C.** Ten (10) years of service but less than (15): 136 hrs. per year
- D.** Fifteen (15) years of service and over: 160 hrs. per year

Earned vacation leave may be accumulated for qualifying full and part time, regular status employees to a maximum of forty-five (45) working days (360 hours). Any hours accumulated over thirty (30) working days (240 hours) at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of thirty (30) working days (240) hours and shall again be eligible to accrue vacation leave up to forty-five (45) working days (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of forty-five (45) working days (360 hours). Employees who separate from the City will be

paid for all accumulated vacation leave up to 360.

### **SECTION 21.2 (Continued)**

Earned vacation leave may be accumulated to a maximum not to exceed forty-five (45) working days (360 hours) at the close of each fiscal year (September 30). Any accumulation over thirty (30) working days (240 hours) will be considered forfeited and lost at the close of each fiscal year (September 30).

Vacation pay will be computed at the employee's base rate of pay.

NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.

### **SECTION 21.3 - USE OF VACATION LEAVE**

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the department head who shall schedule vacation leave so as to meet the operating requirements of the department. Vacation leave assignments will be made in accordance with the preference of the employee, whenever possible, however, leave must be taken at the convenience depending on the needs of the department. The Chief of Police or designee's decision as to when leave may or may not be taken will be final.

### **SECTION 21.4**

For vacation purposes, reinstated employees, except employee reinstated as a result of a grievance or arbitration, are considered new employees. Annual leave may be granted for the following purposes:

- A. Vacation leave;
- B. Absences for transaction of personal business which cannot be conducted during off-duty hours;
- C. Religious holidays;
- D. Sickness, once sick leave has been exhausted through illness;

### **SECTION 21.5 - PAYMENT OF UNUSED VACATION LEAVE**

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

## **ARTICLE 22**

### **SICK LEAVE**

#### **SECTION 22.1 - RATE AT WHICH SICK LEAVE IS EARNED**

All Bargaining Unit employees earn sick leave credits at the rate of one (1) working day per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

#### **SECTION 22.2 - REQUEST FOR SICK LEAVE**

To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor, division or Chief of Police or designee not less than one (1) hour prior to the time set for beginning the daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

#### **SECTION 22.3 - USE OF SICK LEAVE**

Sick leave may be granted for the following purposes:

- A. Personal injury or illness.
- B. P r e g n a n c y .
- C. Necessary appointments with physicians or dentists.
- D. Exposure to a contagious disease, which would endanger others.
- E. Illness or injury of a member of the employees' household which requires the personal care and attention of the employee.

#### **SECTION 22.4 –ACCUMULATION OF SICK LEAVE**

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.

#### **SECTION 22.5 CERTIFICATION BY A PHYSICIAN**

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be

## **SECTION 22.5 (Continued)**

required by the Chief of Police or designee to submit a certificate from a licensed physician. When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

## **SECTION 22.6 UNUSED SICK LEAVE**

- A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of forty-five (45) days.
- B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of ninety (90) days.
- C. Employees who do not use all of their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay; provided however, such time shall not exceed ninety (90) days. The employee who request and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

## **ARTICLE 23**

### **BEREAVEMENT LEAVE**

#### **SECTION 23.1**

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in-law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife, stepfather, stepmother, stepson, stepdaughter, grandson, and granddaughter. Maximum amount is not to exceed \$50.00 in US funds (including tax and shipping).

#### **SECTION 23.2**

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

## **ARTICLE 24**

### **DRUG AND ALCOHOL TESTING**

#### **SECTION 24.1**

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to insure public safety. The work requires complete mental and physical functioning of employees. The CITY'S need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The City agrees that no employee will be disciplined that volunteers that he has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the department's approved leave policy and shall submit to a fitness for duty test, at the City's expense, prior to reinstatement.

#### **SECTION 24.2**

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

#### **SECTION 24.3**

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited. \* The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition the term "drugs" used herein, shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

**\*This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.**

#### **SECTION 24.4**

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all

#### **SECTION 24.4 (Continued)**

employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty accident, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed on anyone or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen will be done under medical supervision, at the appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

#### **SECTION 24.5**

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

#### **SECTION 24.6**

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

- A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.
- C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.
- D. Information that an individual has tampered with an alcohol or drug test during his employment.
- E. Information that an employee has caused, or contributed to, an accident while at work.

## **SECTION 24.6 (Continued)**

- F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

## **SECTION 24.7**

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year. No employee will be randomly tested more than three (3) times in a calendar one year period.

## **SECTION 24.8**

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

## **SECTION 24.9**

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GSIMS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged, provided a second test has been performed and the results were positive. In the period between the initial test and the second test the employee shall be placed on administrative leave with pay, pending the confirmed results of the second test.

## **SECTION 24.10**

Within five (5) calendar days after receiving notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in Section 9 of this Article.

## **SECTION 24 (Continued)**

### **SECTION 24.11**

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer or its designee shall have access to employee testing information. If disciplinary actions are brought under or are related to this Article, the Employer or its designee *as well as* the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administration matter.

### **SECTION 24.12**

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

## **ARTICLE 25**

### **MAINTENANCE OF STANDARDS**

#### **SECTION 25.1**

It is agreed that the specific benefits, rights and privileges enumerated in this contract shall remain in force throughout the term of the contract. The following benefits, procedures and practices will be continued for the life of this Agreement: Pension, PBC Credit Union, approved car allowances, City time for approved examinations, and Funeral Leave (in accordance with the Personnel Rules and Regulations).

## **ARTICLE 26**

### **AFFIRMATIVE ACTION**

#### **SECTION 26.1**

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

## **ARTICLE 27**

### **INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES**

#### **SECTION 27.1**

All internal and external investigations which are included in the provisions of the Police Officer's Bill of Rights will be conducted in accordance with the most current Police Officers Bill of Rights and other appropriate statutes.

## **ARTICLE 28**

### **SEVERABILITY**

#### **SECTION 28.1**

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

## **ARTICLE 29**

### **EDUCATIONAL REIMBURSEMENT**

#### **SECTION 29.1 SERGEANTS AND LIEUTENANTS**

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes a thirty (30) semester hour block, the employee shall agree to work at least two (2) year beyond this date or reimburse the CITY for any funds expended on tuition and books. The two (2) year applies to an employee who resigns.

#### **SECTION 29.2**

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

#### **SECTION 29.3**

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

## **ARTICLE 30**

### **RETIREMENT PLAN**

#### **SECTION 30.1**

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Sergeants and Lieutenants employed by the City who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

#### **SECTION 30.2**

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

#### **SECTION 30.3**

Changes affecting new employees only effective October 1, 2012:

1. Change the vesting period from 5 to 10 years.
2. Capping the 3.0 percent multiplier to maximum ceiling of 75 percent. The first 25 years of service covers the 75 percent with an annual maximum pension payment not exceed \$100,000.
3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.
4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Changes affecting current unit members:

##### **A. Overtime**

1. All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. After the effective date of this Agreement, the maximum overtime hours shall be three hundred (300) hours; unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amount.

## **SECTION 30.3 (Continued)**

### **B. Sick Leave and Vacation Time**

1. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. Sick leave and vacation time accrued after the effective date of this Agreement shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.
3. Senate Bill 11-28 changes went into effect October 1, 2012: The CITY calculated the amount of unused overtime, sick leave, vacation time and compensatory time as of the October 1, 2012 Agreement, for each unit member. A snap shot was taken of unit members hours as of the effective date of the contract (October 1, 2012) and a form was signed by unit members acknowledging that this was their current hours and that hours accrued as of October 1, 2012, and those hours represented the maximum amount of hours that can be used in the calculation of their final average salary for retirement purposes.

## **SECTION 30.4**

The annual maximum pension payment for a bargaining unit member shall not exceed \$100,000.00. This cap shall not include or apply to the supplemental 185 Retirement Fund.

**ARTICLE 31**

**WAGES**

**SERGEANTS AND LIEUTENANTS**

**FY 2016 - 2018**

**SECTION 31.1**

**FISCAL YEAR 2016 - 2018**

For the CITY’S Fiscal Year 2016, a step pay plan for bargaining unit members is established as provided in Addendum A, which is incorporated herein. There is no step advancement for bargaining unit members in FY 2016. Bargaining unit members will remain in their step from Fiscal Year 2015 and receive a Pay Increase, which is incorporated herein.

**Lieutenants and Sergeants: Date of Promotion**

**LIEUTENANTS**

<b>STEPS</b>	<b>DATES OF PROMOTION</b>
1	October 1, 2014 – September 30, 2015
2	October 1, 2013 – September 30, 2014
3	October 1, 2012 – September 30, 2013
4	October 1, 2011 – September 30, 2012
5	October 1, 2010 – September 30, 2011
6	October 1, 2009 – September 30, 2010
7	October 1, 2008 – September 30, 2009

**SERGEANTS**

<b>STEPS</b>	<b>DATES OF PROMOTION</b>
1	October 1, 2014 – September 30, 2015
2	October 1, 2013 – September 30, 2014
3	October 1, 2012 – September 30, 2013
4	October 1, 2011 – September 30, 2012
5	October 1, 2010 – September 30, 2011
6	October 1, 2009 – September 30, 2010
7	October 1, 2008 – September 30, 2009
8	October 1, 2007 – September 30, 2008
9	October 1, 2006 – September 30, 2007
10	October 1, 2005 – September 30, 2006

### **SECTION 31.1 (Continued)**

Pay Increase shall be a total of eight percent (8%) upon ratification from the City. The CITY's four percent (4%) increase shall be retroactive effective October 1, 2015. The Police Department's four percent (4%) increase shall be retroactive effective February 1, 2016. The Pay Increase shall be calculated on the Step Plan from FY 2015 with no advancement to the next Step.

Pay Increases and Retroactive Pay shall only be awarded to bargaining unit members that are on the pay roll at the police department at the time the contract is approved by the CITY.

### **SECTION 31.2 INCENTIVE PAY**

Specialized Units, to include Detectives, Crime Prevention, Training, and Recruiting shall receive a pay allowance of three hundred and twenty dollars (\$320.00) per month.

Bargaining unit members designated as Training Instructors and shall conduct Departmental and inter-Departmental trainings as designated by the Chief of Police, or designee. The CITY agrees to compensate these Training Instructors via a monthly pay allowance of three hundred and twenty dollars (\$320.00) per month when training for eight (8) hours or more in a month. This pay allowance is provided only when the bargaining unit member conducts eight (8) or more hours of training in a month.

**ARTICLE 32**

**Addendum A**

**Step Pay Plan**

**SERGEANTS**

<b>STEPS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10+</b>
<b>FY2016</b>	64,260	65,400	66,595	67,789	68,984	70,178	71,373	72,567	73,755	74,961

**LIEUTENANTS**

<b>STEPS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7+</b>
<b>FY2016</b>	77,662	79,100	80,538	81,976	83,414	84,853	86,292



**City Commission Regular Meeting**

**Agenda Item # 10. f.**

**Meeting Date:** 07/18/2016

**Re:** U.S. Department of Justice, Edward Byrne Memorial, Justice Assistance Grant Program (JAG)

**Submitted For:** Kenny Norris, Interim Chief of Police, Police Department

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**SUBJECT:**

Approve the purchase of thirteen (13) Optiplex desktop computers from Insight Public Sector in the amount of \$11,115.00 pursuant to the U.S. Communities IT Products & Services Contract # 4400001195 (RQ09-997736-42B).

**SUMMARY:**

The desktop computers will replace thirteen (13) desktops computers are failing and cannot support the department's CAD and RMS systems. These desktops will provide our employees with the ability to connect to the department's network and access various systems and other computer programs allowing them to be more efficient, effective, and productive. These desktop computers will also help our employees when assisting our citizens and criminal justice partners that will ultimately improve our customer service.

**RECOMMENDATION:**

Approve the request.

**ALTERNATIVES:**

Staff will proceed as directed by the City Commission.

**RESPONSIBLE STAFF:**

Frank J. Amandro, Deputy Chief

**COORDINATED WITH:**

Anthony Maynard, Program and Grant Coordinator and Laurie Aguila, IT Systems Administrator

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2015/2016  
**Account:** 101.3005.521.6410  
**Amount:** 11,115.00

**FISCAL IMPACT:**

U.S. Department of Justice, Edward Byrne Memorial, Justice Assistance Grant (JAG) # 2013-DJ-BX-0373.

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## Attachments

### Purchase Order

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#### Form Review

**Inbox**

Purchasing

Purchasing

Finance Department

City Manager

Form Started By: Frank Amandro

Final Approval Date: 07/13/2016

**Reviewed By**

Tony Barnes

Tony Barnes

Johnna Morris

Nick Mimms

**Date**

07/11/2016 09:24 AM

07/11/2016 03:28 PM

07/12/2016 09:57 AM

07/13/2016 10:17 AM

Started On: 07/08/2016 07:54 AM





INSIGHT PUBLIC SECTOR SLED  
 6820 S HARL AVE  
 TEMPE AZ 85283-4318  
 Tel: 800-467-4448

**SOLD-TO PARTY** 10177500

FORT PIERCE PUBLIC SAFETY  
 PO BOX 1480  
 FORT PIERCE FL 34954-1480

**SHIP-TO PARTY**

FORT PIERCE-POLICE DEPT  
 151367  
 920 S US HIGHWAY 1  
 FORT PIERCE FL 34950-5106

**We deliver according to the following terms:**

**Payment Terms** : Net 30 days  
**Ship Via** : Insight Assigned Carrier/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities. Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Quotation	
<b>Quotation Number</b>	: 218024121
<b>Document Date</b>	: 29-JUN-2016
<b>PO Number</b>	:
<b>PO Release</b>	:
<b>Sales Rep</b>	: Ricardo Pryor
<b>Email</b>	: RICARDO.PRYOR@INSIGHT.COM
<b>Telephone</b>	: 8004674448
<b>Sales Rep 2</b>	: Janis McCoy
<b>Email</b>	: JANIS.MCCOY@INSIGHT.COM
<b>Telephone</b>	: 8009344947 X 7048

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">1021753240881</a>	OPTIPLEX 7040 SMALL FORM FACTOR XCTO INTEL CORE I5-6500 PROCESSOR (QUAD CORE, 6MB, 4T, 3.2GHZ, 65W) U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	13	855.00	11,115.00

Product Subtotal	11,115.00
TAX	0.00
<b>Total</b>	<b>11,115.00</b>

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor  
 8004674448  
[RICARDO.PRYOR@INSIGHT.COM](mailto:RICARDO.PRYOR@INSIGHT.COM)  
 Fax 4807607266

Janis McCoy  
 8009344947 X 7048  
[JANIS.MCCOY@INSIGHT.COM](mailto:JANIS.MCCOY@INSIGHT.COM)  
 Fax 8136377093

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U.S. Communities IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products, Services, Solutions & Related Products and Services Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

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**City Commission Regular Meeting**

**Agenda Item # 10. g.**

**Meeting Date:** 07/18/2016

**Re:** Letter of Support - Steam Locomotive Association

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

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**SUBJECT:**

Approve general letter of support of the Steam Locomotive Association #253, its museum and its effort to restore its 1924 Steam Locomotive.

**SUMMARY:**

Mr. Terry Richtmyer has requested a letter of support on behalf of the Steam Locomotive Association to assist in their efforts to secure grant funding for the restoration of its 1924 Steam Locomotive. They currently operate their museum within the 1401 S Second Street building owned by the City of Fort Pierce.

**RECOMMENDATION:**

Authorize the Mayor to sign and send the letter.

**ALTERNATIVES:**

Modify the letter or deny approval.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Nicholas Mimms, City Manager

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**Fiscal Impact**

**OTHER INFORMATION:**

No fiscal impact.

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**Attachments**

Letter of Support

Background

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**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 07/11/2016

**Reviewed By**

Nick Mimms

**Date**

07/11/2016 01:59 PM

Started On: 07/08/2016 12:42 PM

July 18, 2016

To Whom It May Concern:

The City of Fort Pierce would like to express its continued support of the Steam Locomotive Association #253, Inc. and its museum.

The City is proud to have provided support since 2009 when the 1924 ALCO steam locomotive was brought back to her home rails in Fort Pierce. The Steam Locomotive Association's mission to preserve and restore this valuable historic legacy should emerge as a major tourist attraction and presents the opportunity for a significant impact on the economy of the area already rich in history.

The museum has the ability to create a living history center where our youth are exposed to the nostalgic days of steam transportation when steam railroads played a major role in the early development of Florida's growth and expansion.

We are pleased to recommend the restoration of Locomotive #253 to operating condition. The Association and its personnel have developed a sensible restoration plan for Locomotive #253 and bring years of experience and knowledge to this important project.

Please feel free to contact this office with any questions you may have.

Very truly yours,

Linda Hudson  
Mayor

DRAFT LETTER OF ENDORSEMENT

To Whom It May Concern:

The City of Fort Pierce would like to express its support of the Steam Locomotive Association #253, Inc. and the 1924 ALCO Steam Locomotive #253 and its museum.

The City is proud to have provided support since 2009 when the locomotive was brought back to her home rails in Fort Pierce. The organization's mission to preserve and restore this valuable historic legacy should emerge as a major tourist attraction and presents the opportunity for a significant impact on the economy of the area.

The museum has the ability to create a living history center where our youth are exposed to the nostalgic days of steam transportation when steam railroads played a major role in the early development of Florida's growth and expansion.

I am pleased to state that, in my opinion, Locomotive #253 is a good candidate for restoration to operating condition. The Association and its personnel have developed a sensible restoration plan for Locomotive #253 and bring years of experience and knowledge to this important project.

I look forward to our continuing relationship to usher in a new era of steam railroading in Florida for decades to come.

Sincerely,

## **Steam Locomotive Association #253, Inc.**

### NEEDS ANALYSIS and ECONOMIC IMPACT

Heritage tourism has been a growing trend, as more families and individuals wish to integrate recreation with meaningful educational experiences. Heritage tourism is focused on the experience and preservation of a distinctive place and its stories, from the past to the present. Steam locomotive exhibits and railroad museums are quite prevalent in the world and such operations elsewhere in the nation have drawn tens of thousands of visitors from around the world. Most visitors extend their visitation utilizing local facilities and visiting other attractions. It is estimated that an operational steam locomotive situated in a prime tourist setting will generate twenty times the rebuild investment in local revenue, once service has been initiated.

Although few economic impact studies exist with regard to locomotive exhibits or railroad museums, there are many anecdotal references to how successful they have been. However, one very interesting study was conducted recently by Western Carolina University which measured the economic and fiscal impact of The Great Smokey Mountain Railroad on the economy of Jackson County, North Carolina. The study relates to GSMR operating a Spur Line, Train Depot, Steam Engine and Turntable in Jackson County, NC. There are striking similarities between this operation in North Carolina and the operation of #253 in Fort Pierce and therefore many conclusions and parallels can be inferred. Both operations utilize a Steam Locomotive, a Train Depot, Visitor Excursions, and ongoing maintenance. The study found that the direct and indirect effect of their operation in terms of dollars would contribute a total of \$25,979,093 to the local economy. This figure is annual and recurring. In addition to its economic impact, the study found that GSMR's operation could contribute \$4,042,743 tax dollars annually to support federal, state, and local initiatives.<sup>1</sup>

Following the study, the County awarded \$700,000 for the restoration of Steam Locomotive #1702 located in Bryson City, North Carolina.

Jackson County, NC has a population of 40,919 (2013), while St. Lucie County has a population of 286,832 (2013). So, let us interpolate the above figures to reflect the real impact on our own economy here in St. Lucie County. With a multiple of 7.01 (St. Lucie County is 7.01 times larger than Jackson County) the total economic impact is \$182,113,441 annually with \$28,339,628 contributed in taxes. It is estimated that direct employment would add 16 full time jobs and indirect employment would add 210 full time jobs.

The operation of Steam Locomotive #253 could indeed be the economic engine for Fort Pierce and St. Lucie County.

This important legacy of Florida's past will be showcased for centuries to come and shared, not only with South Florida, but throughout our Nation as well.

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<sup>1</sup> Western Carolina University, Estimating the Economic Impact of GSMR Turntable and Spur/Steam Engine/Train Depot in Town of Dillsboro, Jackson County, North Carolina

## **Estimating the Economic Impact of GSMR Turntable and Spur/Steam Engine/Train Depot in Town of Dillsboro, Jackson County, North Carolina**

Submitted by:

Inhyuck "Steve" Ha, Ph.D.  
Associate Professor of Economics and MBA Director  
Western Carolina University

Sandra Grunwell, M.S., M.B.A.  
Associate Professor and Program Director  
Hospitality and Tourism Management  
Western Carolina University

March 19, 2013

### **Purpose of the Study & Key Findings**

This report estimates the economic and fiscal impact of Great Smoky Mountains Railroad's (GSMR) plan to: (1) operate steam trains, (2) build a new turntable, and (3) re-open the train depot in Town of Dillsboro in Jackson County, North Carolina. Impacts are reported in terms of dollars and jobs created. The basic framework used for this study is built in Jackson County.

To determine the economic impact the GSMR would have on the Town of Dillsboro, the IMPLAN software modeling system and database were used. In terms of dollars, the GSMR would contribute \$25,979,093 to the local economy with its proposal. In terms of employment, the proposal would create and/or maintain 314.1 jobs for the local economy. In addition to its economic impact, the GSMR's proposal could provide \$4,042,743 tax dollars to support federal, state and local initiatives.

In addition to the economic and fiscal impacts shown above, construction of the Turntable and Spur would have an extra one-time impact. It is estimated that this additional, one-time impact would be \$1,056,648. In terms of employment, 10.5 jobs would be created and/or maintained. Estimated fiscal impacts in Federal, and State/Local state governments would be \$56,166 and \$26,862, respectively.

### **Scenarios**

The GSMR brought about 60,000 people a year to the Jackson County tourist-oriented town of Dillsboro, before its Dillsboro operations were shut down in 2008. Since new research has not been conducted to estimate the additional riders, it is assumed that the same number of people will visit Dillsboro to ride the train if the station is re-opened with the Steam Engine. It is estimated that 55,146<sup>1</sup> train riders would come to Dillsboro to take the train.

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<sup>1</sup> The Steam Engine stopped operating in 2004. The Dillsboro depot was closed in August 2008. The average annual train ridership between 2005 and 2007 (Before-Closure Period) was 195,030 while the average between 2009 and 2012 was 139,884 (After-Closure Period). The difference in the two average values was used as an estimate.

According to the train rider survey in 2007, the average total spending per adult was \$252.78. Thus, it is estimated that total (new) visitor spending would be \$ 13,939,805.88. The inflation-adjusted value is \$ 15,481,949.98.

A total of 6 new full-time positions and a minimum of 8 seasonal positions would be necessary to operate the Steam Operation. Steam would operate between May and December (6 + 5.3 = 11.3 FTE). With the growth of steam ridership, additional positions will be necessary to support departments such as food and beverage and accounting, which is not included in this analysis.

Total estimated cost of construction of the Turntable and Spur is \$712,293, which consists of \$502,743 for the Turntable, and \$209,550 for the Spur<sup>2</sup>.

It is obvious that a turntable will become a major attraction in the area, and bring new visitors who may or may not ride the train. In the analysis, however, the number of new visitors is not included, resulting in underestimating the economic impact substantially.

## **Methods and Procedures**

To conduct the economic impact analysis, an input-output model was constructed. The researchers utilized the IMPLAN (Impact Analysis for PLANing, Minnesota IMPLAN Group 2010) software input-output model and database to construct a basic input-output model. The input-output model is useful for estimating the economic impact and understanding how the impacts ripple throughout an economy.

Dollar figures for goods and services purchased in Jackson County were entered into an IMPLAN-generated model. IMPLAN then analyzes these dollars to understand the direct and secondary impacts on the local economy.

The first level of analysis measures the direct impact. Direct effects are those dollars spent on goods and services that are available within the regional or local economy. Direct dollars are those clearly and obviously traceable to GSMR. Examples of direct effects include wages paid and supplies purchased by GSMR.

Direct effects trigger the second and third levels of analysis, both indirect and induced effects. Direct dollars are traced by an input-output analysis to detect secondary impact dollar spending. Secondary impact dollars accumulate as a result of both indirect and induced effects. Indirect secondary effects are the dollars generated by expenditures necessary to replenish goods or improve services that have been purchased by direct (initial) impact expenditures. Induced secondary effects are the dollars generated by local households as a result of the direct effects.

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<sup>2</sup> The Spur is the track that will run from the main line track onto the table.

The indirect and induced effects are commonly known as the multiplier. The multiplier effect shows how the direct expenditures get multiplied through the economy; it calculates spending that takes place as a result of the "ripple effect." Multipliers are calculated based on supplier relationships and employee consumption patterns. It essentially means that every dollar received by business owners and employees is re-spent within the region, which, therefore, multiplies the initial sales and generates revenues in other sectors of the local economy. IMPLAN estimates the magnitude of both primary and secondary impacts for each industry, which forms the so-called "multipliers."

It should be noted that a portion of direct and secondary dollar spending goes for goods and services that are not purchased in the local community, as well as to pay state and federal taxes. Money used to purchase items that are not available in the local community and money used to pay state and federal taxes leaves the local economy, and so does not continue to circulate within the local economy.

## **Results**

### *Economic Impact*

Compared with the annual train ridership and visitor spending, construction of the Turntable and Spur would be a one-time expense. Thus, its economic impact is estimated separately. Table 1 shows the economic impact results using IMPLAN. When combined, the direct impact of the GSMR due to a train depot with a Steam Engine and visitor spending is \$17,651,954. The indirect and induced effects of these same categories are \$2,976,052 and \$5,351,087, respectively. Thus, in terms of dollars, the GSMR would contribute \$25,979,093 to the local economy with its proposal. This figure is annual and recurring. The impact may not be realized in the initial years as it will take time to build ridership. However, since the figures used are averages, it is plausible that the impact will be greater in the future. In employment, the proposal would create and/or maintain 314.1 jobs for the local economy. Note that the estimates cannot be differentiated between the new jobs and the existing jobs in this analysis.

### *Fiscal Impact*

Related to the economic impact analysis, one can estimate the fiscal impact of the proposal in terms of federal, state, and local taxes. The results of this analysis were broken out into two categories: federal non-defense related taxes and state and local non-education related taxes as shown in Table 2. Four tax categories constitute the federal taxes generated by the GSMR. They are: social security taxes; indirect business taxes; corporate profit taxes; and personal income taxes. A total of \$2,410,844 would be contributed to federal taxes. In terms of taxes that remain locally, the GSMR can be credited with \$1,631,899 in tax payments. Thus, in addition to its economic impact, the GSMR's proposal could provide \$4,042,743 tax dollars to support federal, state, and local initiatives.

**Table 1. Economic Impacts of GSMR**

Impact Type	Employment	Labor Income	Value Added	Output
Direct Effect	224.3	\$8,198,642	\$12,034,528	\$17,651,954
Indirect Effect	34.8	\$792,200	\$1,823,612	\$2,976,052
Induced Effect	55.0	\$1,598,751	\$3,383,800	\$5,351,087
Total Effect	314.1	\$10,589,593	\$17,241,940	\$25,979,093

Source: Authors' estimation using IMPLAN software and data

**Table 2. Fiscal Impact of GSMR**

Type of Tax	Tax Impact
<b>Federal Government Non-Defense</b>	<b>\$2,410,844</b>
Social Security Tax	\$1,310,602
Indirect Business Taxes	\$192,736
Corporate Profits Tax	\$371,144
Personal Tax: Income Tax	\$536,362
<b>State/Local Government Non-Education</b>	<b>\$1,631,899</b>
Social Security Tax	\$49,093
Indirect Business Taxes	\$1,215,733
Corporate Profits Tax	\$49,615
Personal Tax: Income Tax	\$314,869
Dividends	\$2,589
<b>Total</b>	<b>\$4,042,743</b>

Source: Authors' estimation using IMPLAN software and data

**City Commission Regular Meeting**

**Agenda Item # 10. h.**

**Meeting Date:** 07/18/2016

**Re:** Bluewater Beach Grill License Agreement

**Submitted For:** James Messer, City Attorney, City Attorney

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**SUBJECT:**

Approve license agreement between the City of Fort Pierce and Bluewater Beach Grill to allow installation and use of sail shades on city property at 2025 Seaway Drive.

**SUMMARY:**

License Agreement between City and Bluewater Beach Grill to allow installation and use of Shade Sails on City Property.

Prior to execution of the document, the City will replace the general legal description of the area where the Shade Sails are permitted to be installed with a specific one after reviewing the more detailed specifications that will be submitted by licensee to obtain permit approval.

**RECOMMENDATION:**

Approve License

**ALTERNATIVES:**

Deny License

**RESPONSIBLE STAFF:**

Linda Cox, City Clerk

**COORDINATED WITH:**

James M. Messer, City Attorney  
Tracy Telle, Assistant City Attorney  
Rebecca Grohall, Director of Planning  
Mike Reals, Public Works Manager

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2016  
**Account:** TBD  
**Amount:** 400.00

**OTHER INFORMATION:**

Value of \$400.00 per month to the City of Fort Pierce.

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**Attachments**

Bluewater Beach Grill License Agreement

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## Form Review

**Inbox**

City Manager

Form Started By: Angela Wilkinson

Final Approval Date: 07/13/2016

**Reviewed By**

Nick Mimms

**Date**

07/13/2016 10:16 AM

Started On: 07/07/2016 12:53 PM

## **SHADE SAILS LICENSE**

**THIS LICENSE** ("License") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between The City of Fort Pierce, Florida, a municipal corporation ("Licensor") and Marker 10 L.L.C., d/b/a Bluewater Beach Grill ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

### **WITNESSETH:**

#### **1. TERM:**

This License shall take effect as of the last date of execution set forth below (the "Effective Date"), and unless sooner terminated as provided below, shall remain in effect until either Party shall give the other Party not less than thirty (30) days written notice to terminate for any reason whatsoever in that Party's sole discretion and regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period and without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor has executed it.

#### **2. LOCATION:**

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace shade sails and poles, as more particularly described in Licensee's permit application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near 2025 Seaway Drive, Fort Pierce, Florida 34950, county of St. Lucie, and State of Florida (the "Premises"). The term Shade Sails shall be deemed to mean any structure, pole, and any and all appurtenances and that portion of Licensor's property, in so far as they relate to said Shade Sails. The location of the Shade Sails is generally limited to the frontage of Licensor's Premises, extending to such limits as to meet all setback requirements.

#### **3. LICENSE FEE:**

3.1 Licensee shall pay to Licensor as a License Fee the sum of four hundred U.S. Dollars (\$400.00) per month, payable in advance on or prior to the Effective Date of this License, and every month thereafter during the term of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above license or other fees payable under this License.

3.2 Licensee shall pay to Licensor an additional sum of money equal to one and one half percent (1.5%) per month of the total unpaid License Fees stated above, any adjusted License Fees due pursuant to Section 3.5, and any additional fees provided for in this License in the event said License Fee, adjusted License Fee or additional fees are not received by Licensor within thirty (30) days from the date it (or they) is due and payable. The finance charge provided by this

Section 3.2 shall continue to accrue daily until the date payment is received by Licensor, not the date payment is delivered or the date postmarked on the payment.

3.3 If Licensor, at its sole discretion, uses a collection agency or attorneys to collect delinquent License Fees, any additional fees provided for in this License or finance charges, and Licensor is successful in collecting such charges, Licensee shall reimburse Licensor for all reasonable collection costs, including reasonable collection agency fees and reasonable legal expenses.

3.4 Although Licensee's right to possession of the Premises shall terminate when the term of this License has expired or is terminated prior to such expiration in accordance with a provision of this License, Licensee's obligations under this License, including but not limited to the obligation to pay License Fees, taxes and assessments, and utilities, shall continue until Licensee delivers possession of the Premises to Licensor in the condition required by this License.

3.5 The payment by Licensee of any sum(s) in advance shall not create an irrevocable License for the period for which the same is/are paid. Licensor reserves the right to periodically adjust the License Fee at any time, by giving notice at any time, independent of the term of the License, of such adjustment to Licensee at least thirty (30) days prior to the effective date of such adjustment. The use of the License created by this License by Licensee after such effective date shall be at such adjusted License Fee.

3.6 Failure of Licensee to receive any bill for periodic License Fees owing or any other amount due under this License, or receipt of a bill in an incorrect or unadjusted License Fee, shall neither override the License terms in this License nor excuse nor release Licensee from liability or responsibility for the correct License Fee. Limitation on collection for any erroneous billings or payments shall be three (3) years from the termination of this License.

3.7 In the event this License is terminated by notice of either Party (other than for breach or cause), Licensor shall refund to Licensee the portion of any prepaid License Fees plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total of such repayment which would otherwise be due is less than One Hundred Dollars (\$100.00).

#### **4. SPECIFICATIONS:**

4.1 The Shade Sails shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications outlined in the City of Fort Pierce Code of Ordinances, including Article XV, "Sidewalk Cafes and Supplementary Sidewalk Regulations," and in compliance with any and all other law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Shade Sails shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

4.2 Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Shade Sails or

otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible.

4.3 Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

4.4 Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Shade Sails and the construction or use of the Shade Sails or other of Licensee's facilities on Licensor's property or the operation of any of them.

4.5 Licensor shall have the right, but not the duty, to perform work to protect its property or facilities at any time, at Licensee's sole risk and expense.

## **5. PRESENT OCCUPATIONS:**

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Shade Sails. Licensee's Shade Sails will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

## **6. INSURANCE:**

6.1 Licensee shall purchase and maintain insurance as specified below covering the License, all the work and services to be performed and all obligations assumed under it, from the Effective Date until termination, unless duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X or better by A. M. Best Company:

(a) **Workers' Compensation and Employers Liability Insurance** providing workers' compensation benefits mandated under applicable state law and employer's liability insurance subject to minimum limits of not less than \$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

(b) **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$500,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$1,000,000. Policy coverage is to be based on usual Insurance Services Office ("ISO") policy forms to

include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability and Contractual Liability insurance.

6.2 All insurance required of Licensee shall include Licensor, the City of Fort Pierce and its members, officials, officers and employees as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates.

6.3 All insurance shall provide a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

6.4 All policies shall be written on an occurrence basis. If Licensee cannot obtain an occurrence based policy for any required coverage, policies may be written on a claims made basis. If any policies providing the required coverage(s) are written on a claims-made basis, the following is applicable:

- i. The retroactive date shall be prior to the Effective Date of this License.
- ii. Licensee shall maintain such policies on a continuous basis.
- iii. If there is a change in insurance companies or the policies are canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.

6.5 Licensee shall file with Licensor and its affiliates on or before the Effective Date of this License a valid Certificate of Insurance for all required insurance policies. Each certificate shall identify Licensor and its affiliates and other parties as noted above as additional insured as required and state that Licensor and its affiliates will receive a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Prior to expiration of such insurance, Licensee shall supply updated Certificates of Insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the original Certificates.

6.6 Licensee hereby waives all rights of subrogation against Licensor, its affiliates and other required parties as noted above, for damages to the extent covered by insurance. All insurance policies of Licensee shall allow that any release from liability of or waiver of claim for recovery from any other party entered into in writing by Licensee prior to any loss or damage shall not affect the validity of said policy (ies) or the right of the insured or insureds to recover under them.

6.7 In the event that any work under this License is to be performed by a private contractor, said contractor shall provide evidence of insurance coverage specified in said License.

## **7. RISK, LIABILITY, INDEMNITY:**

**7.1 LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED,**

AGREES TO INDEMNIFY AND SAVE HARMLESS LICENSOR, THE CITY OF FORT PIERCE AND ITS MEMBERS, OFFICIALS, OFFICERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.

7.2 THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.

7.3 LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE.

7.4 AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

**8. WAIVER:**

Licensee waives the right to question the validity of this License or any of the terms and provisions of it, or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Shade Sails, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

**9. REPAIRS AND RELOCATION:**

9.1 Licensee will at all times maintain the Shade Sails in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Shade Sails, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's Premises, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Shade Sails, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Shade Sails as required or remove the Shade Sails, or as much of the Shade Sails as is located upon the portion of the property as required by Licensor.

9.2 If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Shade Sails or to make any necessary repairs, or to relocate the Shade Sails, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Shade Sails to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen (15%) percent of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.

9.3 In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Shade Sails, this License shall continue in force and be applicable to the portion or portions of the Shade Sails remaining from time to time until the entire Shade Sails has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

**10. TERMINATION:**

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, or in the sole judgment of Licensor the use of this property makes it impractical to maintain the

existence of said Shade Sails as authorized in this License, Licensor has the right to terminate this License upon fifteen (15) days written notice to Licensee.

**11. RESTORATION:**

Upon termination of this License, whether in accordance with the provisions of Section 1, 9 or 10 of this License, or otherwise, Licensee shall promptly remove the Shade Sails from Licensor's property, and restore the property to its prior condition, or a condition satisfactory to Licensor. If Licensee fails to remove the Shade Sails within thirty (30) days after termination of this License, Licensor may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.2 of this License.

**12. MISCELLANEOUS:**

12.1 This License is executed by all Parties under current interpretation of any and all applicable Federal, State, Municipal, or other local statute, ordinance, or law. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.

12.2 In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licensor shall designate which clause(s) shall survive or control any others.

12.3 Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

Licensor: City of Fort Pierce  
City Hall  
100 North U.S. 1  
P.O. Box 1480  
Fort Pierce, FL 34954-1480  
Attention: City Clerk

Licensee: Marker 10 L.L.C., d/b/a  
Bluewater Beach Grill  
302 2<sup>nd</sup> Street  
Fort Pierce, FL  
Attention: Ian Lloyd

With copy to: Marker 10 LLC, d/b/a  
Bluewater Beach Grill  
302 2nd Street  
Fort Pierce, FL  
Attention: Colin V. Lloyd

12.4 No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.

12.5 This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Shade Sails by Licensee.

12.6 This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of Licensee may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.

12.7 Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.

12.8 Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.

12.9 The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.

12.10 Licensee further indemnifies Licensor against any and all liens that may be placed

against Licensor's property in the course of construction of this Shade Sails, and agrees to immediately satisfy any liens so placed.

12.11 In the event that Licensor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee under this License.

12.12 This License shall be governed under the laws of the State of Florida, and venue shall be proper in St. Lucie County, Florida for any action arising under the terms of this License or performance of it. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

12.13 Licensor's remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.

12.14 All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.

12.15 Licensor shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.

12.16 Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.

12.17 All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

**IN WITNESS WHEREOF**, the Parties have executed this License as of the last date of execution set forth below:

Licensor: City of Fort Pierce

Licensee: Marker 10 L.L.C.  
d/b/a Blue Water Beach Grill

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

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

Printed name: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

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

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

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

**City of Fort Pierce Building Department**

100 N. US 1, Ft. Pierce, FL 34950

(772) 467-3529 or 467-3724 (fax) (772) 467-3849



**Design Certification for Wind Load Compliance**

This Certification is to be completed by the project design architect or engineer. This Certification must be submitted with all applications for building permit(s) involving the construction of new residences (single or multi-family), residential additions, accessory structures requiring a building permit, and any nonresidential structure. This Certification shall not apply to interior renovations (provided that no structural walls, columns or similar component are being affected) or certain other minor permits.

Project Name & Address	Office use only this side	
	Permit #	
	Occ. Type	
	Const. Type	

**Certification Statement:**

*I certify that, to the best of my knowledge and belief, these plans and specifications have been designed to comply with the applicable structural portion of the building codes currently adopted and enforced by the City of Ft. Pierce. I also certify that structural elements depicted on these plans provide adequate resistance to the wind loads and forces specified by current code provisions.*

**Design Parameters and Assumptions Used: (please check or complete the appropriate box)**

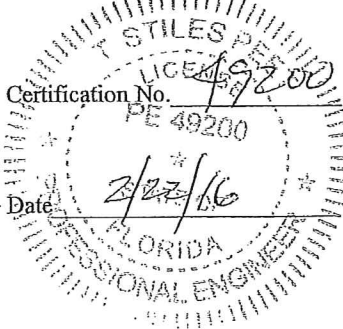
- Building Code Edition used (year) 2014 FBC ASCE 7-10 Other \_\_\_\_\_
- Building Design is (check one) \_\_\_\_\_ Enclosed \_\_\_\_\_ Partially Enclosed  Open Building
- Mean Roof Height: 9 Ft. Roof Angle: 8 Degrees Wind Speed Used in Design: 170 MPH
- Wind Exposure Classification (Refer to Exposure Tables in ASCE 7): D
- Wind Velocity Pressure (Refer to FBC Tables 1609.4 A,B,C): 48.4 PSF Components and Cladding \_\_\_\_\_ PSF
- Wind Velocity Pressure on Exterior Faces of Structure: Minimum N/A PSF ~and~ Peak \_\_\_\_\_ PSF
- Importance / Use Factor (Obtain from FBC Table 1604.5): 1.0
- Height and Exposure Adjustment Coefficient (FBC Table 1609.6.2(2)): N/A
- Applicable Internal Pressure Coefficients (Table 6-7 ASCE 7): N/A
- Loads: Floor: N/A PSF Roof/Dead: 2 PSF Roof/Live: 20 PSF
- Were Shear Walls Considered for Structure? (Check one) \_\_\_\_\_ Yes  No (If No, attach explanation) POE
- Is a Continuous Load Path Provided? (Check one)  Yes \_\_\_\_\_ No (If No, attach explanation)
- Are Component and Cladding Details Provided? (Check one)  Yes \_\_\_\_\_ No (If No, attach explanation)
- Minimum Soil Bearing Pressure: 2500 PSF

**Design Professional Certification:**

*As witnessed by my seal, I hereby certify that the information included with this certification is true and accurate, to the best of my knowledge and belief.*

Name T. Stiles  
 (check one)  Architect  Engineer

Design Firm STILES ENGINEERING GROUP, INC.



[SEAL HERE]

NOTICE OF COMMENCEMENT

Permit No. \_\_\_\_\_ Tax Folio No. 2401-501-0011-000-5  
State of Florida County of St. Lucie

The undersigned hereby gives notice that Improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

Legal Description of Property: (and street address if available):  
Et Pierce Beach S/D B/Lk Lot 9 AND 10

General description of improvement: Add removable sail shades (or 1247-1513)

Owner information or Lessee information if the Lessee contracted for the Improvement:  
Name: John Graziano  
Address: 1654 Thumbprint Dr.  
Interest in property: OWNER  
Name and address of fee simple titleholder (if different from Owner listed above): N/A

Contractor's Name: Gary Feinstein  
Contractor Address: 302 SW Saint Lucie St, Stuart, FL Phone Number: 561-262-3993

Surety (if applicable, a copy of the payment bond is attached): Amount of bond: \$ N/A  
Name and address: \_\_\_\_\_ Phone number: \_\_\_\_\_

Lender Name: N/A Phone Number: \_\_\_\_\_  
Lender's address: \_\_\_\_\_

Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:  
Name: N/A Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_

In addition to himself or herself, Owner designates N/A of \_\_\_\_\_ to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.  
Phone number of person or entity designated by owner: \_\_\_\_\_

Expiration date of notice of commencement: (the expiration date may not be before the completion of construction and final payment to the contractor, but will be 1 year from the date of recording unless a different date is specified) \_\_\_\_\_

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Under penalty of perjury, I declare that I have read the foregoing notice of commencement and that the facts stated therein are true to the best of my knowledge and belief.

John Graziano  
(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)  
OWNER  
(Signatory's Title/Office)

*\* Plans to be provided*

The foregoing instrument was acknowledged before me this 18 day of Feb, 2016

By Donna Qvarnstrom Burke as \_\_\_\_\_ for \_\_\_\_\_ Party on behalf of whom instrument was executed  
Name of Person Type of authority (e.g. officer, trustee)  
Donna Qvarnstrom Burke Personally known  or produced identification \_\_\_\_\_  
(Signature of Notary Public - State of Florida) Type of identification produced \_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)



STATE OF FLORIDA  
ST. LUCIE COUNTY  
THIS IS TO CERTIFY THAT THIS IS A  
TRUE AND CORRECT COPY OF THE  
ORIGINAL.

By: Joseph E. Smith  
Clerk  
Date: FEB 25 2016





**CITY OF FORT PIERCE, FLORIDA  
BUILDING DEPARTMENT  
APPLICATION FOR BUILDING PERMIT**  
(772) 467-3529 or 467-3724 FAX (772) 467-3849

Permit # 161530  
FBC 2014 (5th edition)  
PIN # 229900

\*Property Address 2025 SE Seaway Dr. \*Date \_\_\_\_\_ \*# of plans submitted 3 \*# of CD's submitted 1  
Parcel ID# 2401501-00110005 Phone # (772) 985-0002 Fax # ( ) \_\_\_\_\_  
(Located on your tax bill) Email Address \_\_\_\_\_ Cell # ( ) \_\_\_\_\_  
\*Owner Name JOHN GRAZIANO \*Owner Address 2025 SE Seaway DR.

Type of permit Footer \*Valuation \$ \_\_\_\_\_  
\*Description of Work Installation of removable sail shades

Architect: Stiles Engineering Group Inc. Phone (772) 223-9883 Fax (772) 223-9502  
Email Address stileseng.com  
Engineer: Same Phone (772) 223-9883 Fax (772) 223-9502  
Email Address Same

\*CONTRACTOR/APPLICANT INFORMATION: City License # \_\_\_\_\_ State License # \_\_\_\_\_  
Company Name \_\_\_\_\_ Qualifier \_\_\_\_\_  
Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_ Cell # ( ) \_\_\_\_\_  
Email Address \_\_\_\_\_

**SUBCONTRACTORS: See Subcontractor Verification Sheet. It may be Required to accompany this application**

Occupancy \_\_\_\_\_ 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 MARTIN

Signature of Property Owner \_\_\_\_\_  
State of Florida, County of \_\_\_\_\_

Affirmed to and subscribed before me this 25

Affirmed to and subscribed before me this \_\_\_\_\_

FEB, 2014, by \_\_\_\_\_  
personally known to me or who has produced  
as identification.

20\_\_\_\_, by \_\_\_\_\_  
personally known to me or who has produced  
as identification.

Notary Signature: DAVID ALLAN CHIDESTER  
Notary (print name) DAVID ALLAN CHIDESTER  
EXPIRES February 26, 2019  
1407, 398-0-53 FloridaNotaryService.com

Notary Signature: \_\_\_\_\_  
Notary (print name) \_\_\_\_\_

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.

**\*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

Total Fees Due \$ \_\_\_\_\_

PF 100  
PL 75  
RT 30 PAW  
8/c 5-25

Remarks \_\_\_\_\_  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_ Building Official \_\_\_\_\_ Date \_\_\_\_\_



Debris

Department of Building & Community Response

P.O. Box 1480 • 100 North U.S. 1 • Fort Pierce, FL 34954  
Phone: (772) 467-3529 or (772) 467-3724 • Fax: (772) 467-3849

**"DEBRIS FORM"**  
**OWNER / BUILDER OR CONTRACTOR AFFIDAVIT**

As per City Ordinances 16-22, 16-46, 16-48 and As a condition of obtaining any permit for construction/repair or renovation:

Owner: JOHN GRAZIANO

Property Address: 2025 Seaway DR.

Permit # \_\_\_\_\_ Contractor: \_\_\_\_\_

I understand and accept full responsibility for the prompt removal of all debris and construction materials from the property for which I am seeking to obtain a building permit in accordance with the Code of Ordinances of the City.

Initials JG

I agree that no debris or construction materials will be placed on any public property or on any public right-of-way except as may be specifically authorized by the Code of Ordinances.

Initials JG

I further understand that prior to a final inspection for the project completion or issuance of a Certificate of Occupancy (or Certificate of Completion), all debris and construction materials shall be removed from the property or the Inspector will not approve the final inspection. Additional reinspection fees shall apply.

Initials JG

I understand and accept full responsibility for debris removal at my own expense in accordance with the City Code of Ordinances.

Initials JG

I hereby acknowledge that I have read and understand the above statements and I further understand that any violation of the terms of this affidavit shall be reported to the City of Fort Pierce Department of Building and Community Response for action and possible "stop-work" order under the issued permit.

2/24/16  
Date

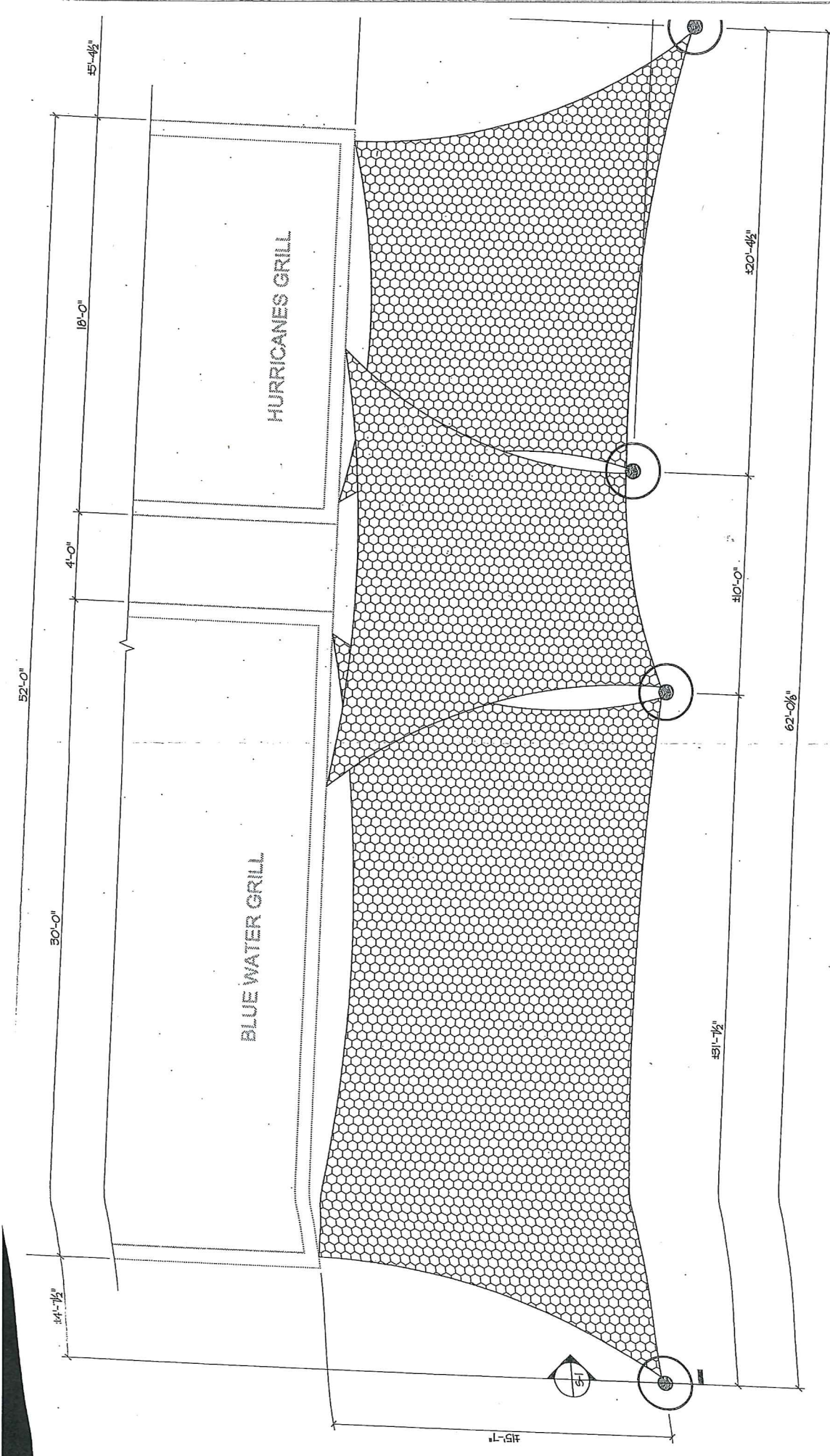
[Signature]  
Contractor or Owner/Builder's Signature

It is the owner and contractor's responsibility to verify approval for any work through the Home Owner's Association and/or Condominium Association, if applicable. The City will not be held responsible for disputes between Home Owner's Association, Condominium Association, owner and/or contractor.

2/24/16  
Date

[Signature]  
Contractor or Owner/Builder's Signature





**SAIL SHADE PLAN**  
 SCALE: 1/4" = 1'-0"

**City Commission Regular Meeting**

**Agenda Item # 13. a.**

**Meeting Date:** 07/18/2016

**Re:** Resolution 16-R27 - Polling Places

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

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**SUBJECT:**

Resolution No. 16-R27 Providing for Publication of Precinct Polling Places for the Primary Election to be held August 30, 2016.

**SUMMARY:**

Section 6-1 of the Code of Ordinances requires that the City Commission, through the City Clerk, give notice of the location of each precinct polling place, after having received such notice from the supervisor of elections in due time, by one publication in a newspaper of general circulation in the city not less than ten (10) days, nor more than thirty (30) days, prior to any regular or special election held by the city.

**RECOMMENDATION:**

Adopt Resolution 16-R27.

**ALTERNATIVES:**

None.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Supervisor of Elections

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Fiscal Year:** 2016

**Account:** 001-1600-512-3480

**OTHER INFORMATION:**

TBD

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**Attachments**

16-R27

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**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

**Reviewed By**

Nick Mimms

**Date**

07/11/2016 01:59 PM

Started On: 07/08/2016 10:39 AM

Final Approval Date: 07/11/2016

**RESOLUTION NO. 16-R27**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PROVIDING FOR PUBLICATION OF THE DESIGNATED **PRECINCT POLLING PLACES** IN THE CITY OF FORT PIERCE FOR THE **PRIMARY ELECTION TO BE HELD ON AUGUST 30, 2016**; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 6-1 of the Code of Ordinances requires that the City Commission, through the City Clerk, give notice of the location of each precinct polling place, after having received such notice from the supervisor of elections in due time, by one publication in a newspaper of general circulation in the city not less than ten (10) days, nor more than thirty (30) days, prior to any regular or special election held by the city.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AS FOLLOWS:**

**SECTION 1.** The Polling Places for the Election Precincts in the City of Fort Pierce, a list of which is attached hereto and thereby made a part hereof, be and they are hereby designated as the Official Polling Places for the Primary Election to be held on August 30, 2016.

**SECTION 2.** The City Clerk shall publish the designated Polling Places in a newspaper of general circulation in the City, one time, not less than ten days, nor more than thirty days, prior to the Primary Election.

**SECTION 3.** This Resolution shall become effective upon its adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted on this 18th day of July, 2016.

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

ATTEST:

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

Approved as to Form  
And Correctness:

\_\_\_\_\_  
James M. Messer, Esq.  
City Attorney

**LIST OF VOTING PRECINCTS**  
**CITY OF FORT PIERCE**  
PRIMARY ELECTION  
August 30, 2016

<b>PRECINCT 6</b>	Orange Blossom Business Center Entrance 3 4132 Okeechobee Road
<b>PRECINCT 7</b>	Havert L. Fenn Center 2000 Virginia Avenue
<b>PRECINCT 8</b>	Midway Road Church of Christ 3040 W. Midway Road
<b>PRECINCT 10</b>	Havert L. Fenn Center 2000 Virginia Avenue
<b>PRECINCT 12</b>	Fort Pierce Masonic Lodge 4590 Oleander Avenue
<b>PRECINCT 13</b>	Havert L. Fenn Center 2000 Virginia Avenue
<b>PRECINCT 14</b>	Miracle Prayer Temple 3215 Avenue Q
<b>PRECINCT 16</b>	Chapel By The Sea 1717 Gulfstream Avenue
<b>PRECINCT 17</b>	St. Paul A.M.E. Church 1405 N. 27th Street
<b>PRECINCT 18</b>	Lincoln Park Recreation Center 1306 Avenue M
<b>PRECINCT 19</b>	Havert L. Fenn Center 2000 Virginia Avenue
<b>PRECINCT 25</b>	Days Inn 3224 S. U.S. #1
<b>PRECINCT 40</b>	Church of God 3212 Oleander Avenue
<b>PRECINCT 60</b>	St. Lucie School 2501 N. Old Dixie Highway
<b>PRECINCT 63</b>	St. Lucie School 2501 N. Old Dixie Highway

**City Commission Regular Meeting**

**Agenda Item # 13. b.**

**Meeting Date:** 07/18/2016

**Re:** KFPB Make up

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

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**SUBJECT:**

Resolution No. 16-R28 Amending Membership Requirements on the Keep Fort Pierce Beautiful Advisory Board.

**SUMMARY:**

The Keep Fort Pierce Beautiful Advisory Board has requested modifications to the Board make up by eliminating the specified city staff members who should serve, eliminating the requirement for a business owner and horticultural specialist and removing term limits.

**RECOMMENDATION:**

Approve Resolution No. 16-R28

**ALTERNATIVES:**

Modify or not approve.

**RESPONSIBLE STAFF:**

Paul Bertram, Public Works

**COORDINATED WITH:**

Linda W. Cox, City Clerk

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**Fiscal Impact**

**OTHER INFORMATION:**

No fiscal impact.

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**Attachments**

16-R28

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**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 07/12/2016

**Reviewed By**

Nick Mimms

**Date**

07/12/2016 05:56 PM

Started On: 07/05/2016 08:55 AM

**RESOLUTION NO. 16-R28**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **AMENDING MEMBERSHIP REQUIREMENTS ON THE KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD**; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on March 19, 2001, Keep Fort Pierce Beautiful was officially certified as an affiliate of the Keep America Beautiful organization; and

**WHEREAS**, in 2008, the City Commission amended the membership requirements of the Keep Fort Pierce Beautiful Advisor Board via Resolution 02-21; and

**WHEREAS**, the City of Fort Pierce recognizes the goal of Keep Fort Pierce Beautiful is community awareness and responsibility for litter prevention, to beautify and improve the community, minimize waste, and to empower individuals to take greater responsibility for enhancing the community environment.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA**

**Section 1.** The City Commission hereby amends Section 1 of Resolution No. 08-21 as follows: The City of Fort Pierce hereby establishes the Keep Fort Pierce Beautiful Advisory Board which will consist of nine (9) members. ~~recommended by Community Services Staff.~~ The members of the Keep Fort Pierce Beautiful Advisory Board will include three City of Fort Pierce employees, ~~(one from Public Works, one from Code Enforcement, and one from the Police Department),~~ three five residents of Fort Pierce, ~~and one St. Lucie County resident., one Fort Pierce Business Owner, and one Fort Pierce resident specializing in horticultural.~~ Terms shall be for three years. ~~with no member serving more than two consecutive terms.~~

**Section 2.** This Resolution shall take effect immediately upon its adoption.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

Attest:

\_\_\_\_\_  
Linda Hudson, Mayor Commissioner

\_\_\_\_\_  
Linda W. Cox, City Clerk  
(CITY SEAL)

Approved as to Form  
and Correctness:

\_\_\_\_\_  
James M. Messer, City Attorney

**City Commission Regular Meeting**

**Agenda Item # 13. c.**

**Meeting Date:** 07/18/2016

**Re:** Resolution 16-R33 - Property Disposition

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**SUBJECT:**

Resolution 16-R33 Authorizing the transfer of property generally located at 401 Indian River Drive to TAI, LLC and TMH, LLC.

**SUMMARY:**

At the July 5, 2016 meeting, the City Commission approved the award of Bid No. 2016-026 to dispose of surplus property located at approximately 401 Indian River Drive to the highest ranked responder, TAI LLC/TMH LLC in exchange for proposed off-site improvements on Citrus Avenue valued at \$248,000.00.

**RECOMMENDATION:**

Approve Resolution 16-R33

**ALTERNATIVES:**

Do not approve.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Rebecca Grohall, Planning Director  
Gelencia Carter, Purchasing Manager

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**Fiscal Impact**

**OTHER INFORMATION:**

No fiscal impact.

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**Attachments**

16-R33  
Property Disposition

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	07/08/2016 03:44 PM
Form Started By: Linda Cox		Started On: 07/01/2016 11:32 AM
Final Approval Date: 07/08/2016		

## RESOLUTION NO. 16-R33

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE **SALE OF CERTAIN REAL PROPERTY NOT NEEDED FOR A PUBLIC PURPOSE** OWNED BY THE CITY OF FORT PIERCE, FL TO **TAI, LLC AND TMH, LLC IN EXCHANGE FOR CERTAIN OFF-SITE IMPROVEMENTS AS OUTLINED IN A PROPOERTY DISPOSITION AGREEMENT (EXHIBIT A)**; DIRECTING THE SUCH SALE CONFORMS WITH THE CITY CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Fort Pierce, Florida owns certain real property not needed for a public purpose (the "Property"), generally located at approximately 401 Indian River Drive and legally described as:

A PARCEL OF LAND BEING PART OF LOTS 1 AND 2, BLOCK D, ANDREWS AND RICHARDS RE-SUBDIVISION, AS PER THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 191, ST. LUCIE COUNTY, FLORIDA, PUBLIC RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK D, RUN SOUTH 89°54'45" EAST (BASIS OF BEARINGS) ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 172.48 FEET; THENCE CONTINUE SOUTH 89°54'45" EAST, A DISTANCE OF 61.38 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 12°04'45"EAST A DISTANCE OF 178.64 FEET TO THE SOUTH LINE OF SAID LOT 2, BLOCK D; THENCE RUN ALONG SAID SOUTH LINE NORTH 89°51'32" WEST, A DISTANCE OF 29.76 FEET TO THE MONUMENTED EAST RIGHT OF WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE WIDTH RIGHT OF WAY); THENCE RUN NORTH 11°43'16" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 52.07 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE RUN NORTH 01°27'42" EAST, A DISTANCE OF 123.67 FEET TO THE POINT OF BEGINNING. AND EXCEPTING FROM ABOVE ALL RIGHTS OF WAY FOR PUBLIC ROADS.

**WHEREAS**, the City issued Bid No. 2016-026, seeking bids for the Property; and

**WHEREAS**, at its meeting on July 5, 2016, the City Commission of the City of Fort Pierce, Florida awarded the bid on the Property to TAI, LLC/TMH, LLC (the "Company") in exchange for proposed off-site improvements on Citrus Avenue valued at \$248,000.00.

**WHEREAS**, the City of Fort Pierce Charter specifically authorizes the sale of City property for such price and upon such terms and conditions as deemed proper by the City Commissioners, and also provides that no conveyance shall be made unless notice of such conveyance shall be advertised in a newspaper of general circulation, published in said City, once a week for two consecutive weeks; and

**WHEREAS**, the City Clerk has caused to be advertised the intended conveyance once a week for two consecutive weeks in a newspaper of general circulation published in the City.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:**

**Section 1.** The City Commission of the City of Fort Pierce, Florida, authorizes the sale, by quit claim deed, of the Property to the Company.

**Section 2.** The Property shall be sold to the Company in exchange for certain off-site improvements consisting of a public access waterfront park with kayak launch pad, storm water improvements and parking on Citrus Avenue, valued at \$248,000.00 as outlined in the Property Disposition Agreement (Exhibit A).

**Section 3.** The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the transfer of the Property to the Company.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted on this 18<sup>th</sup> day of July, 2016.

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

ATTEST:

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

Approved as to Form  
And Correctness:

\_\_\_\_\_  
James M. Messer, Esq.  
City Attorney

EXHIBIT A

Property Disposition Agreement Attached

## PROPERTY DISPOSITION AGREEMENT

This Property Disposition Agreement ("Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 2016, is by and between The City of Fort Pierce, a Florida municipal corporation, whose mailing address is Post Office Box 1480, Fort Pierce, Florida 34954 ("City"), and TA1(IRD), LLC, a Florida corporation, with its principal place of business at 266 Park Drive, Palatine, IL, 60067; and TMH, LLC, an Illinois corporation, with its principal place of business at 1515 E. Woodfield Rd., Ste. 250, Schaumburg, IL 60173 (TA1(IRD), LLC and TMH, LLC are collectively referred to as "Developers"); (City and Developers singularly, "Party", and, collectively, "Parties").

WITNESSETH:

WHEREAS, pursuant to the powers provided by Article I, Section 13 of the City Charter, City has declared as surplus a portion of City real property more fully described in Exhibit A ("Surplus Property") and requested formal bids for purchase of the Surplus Property by posting an Invitation to Bid, Bid No. 2016-026; and

WHEREAS, Developers are the owner of real property in the City ("Developers' Property") which is adjacent to the Surplus Property, and Developers submitted a bid on June 21, 2016, in response to the Invitation to Bid, which proposed improvements to adjacent City property as outlined in Exhibit B ("Enhancements") in exchange for the Surplus Property; and

WHEREAS, the City Commission previously approved Developers' development plan to build residential units on Developers' Property as shown in Exhibit C ("Development Plan"), and the development by Developers as proposed and planned cannot be accomplished without unfettered ownership and use of the Surplus Property; and

WHEREAS, City believes that the Enhancements and development will enhance the City and inspire further economic development within the City, provide jobs for the City, and add to the City's ad valorem tax base; and

WHEREAS, this Agreement is made by the Parties to insure that the transfer of Surplus Property to Developers takes place only in exchange for the agreed Enhancements, and Developers will post a good and sufficient payment and performance bond therefor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable considerations received, the receipt and sufficiency of which being acknowledged, the Parties mutually agree as follows:

1. Recitals. The foregoing recitals are hereby adopted and incorporated herein.
2. Developers' Obligations. As consideration for the City's conveyance of the Surplus Property to the Developers, the Developers agree to perform as follows:
  - a. Developers' performance of the Enhancements shall (1) conform to the specifications and requirements of that certain Invitation to Bid, Bid No. 2016-026 ("Invitation to Bid"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFP,

shall conform with Developers' Bid Response, dated June 21, 2016 ("Developers' Bid") which was submitted by Developers in response to the Invitation to Bid and is incorporated by reference herein for all purposes. To the extent that the Initiation to Bid or Developers' Bid conflicts with the terms of this Agreement, the terms of this Agreement shall control. To the extent that the Developers' Bid conflicts with the Invitation to Bid, the Invitation to Bid shall control.

- b. Developers agree to provide design and construction services for the Enhancements and the Enhancements shall be owned by the City, including installed infrastructure and the improvements.
  - c. Developers warrant that they will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Developers' performance of this Agreement.
  - d. Developers shall complete the Enhancements within eighteen (18) months following issuance of requisite City permit approvals.
  - e. Developers, at their sole cost and expense, shall apply for, and obtain, a payment and performance bond in favor of the City for the face amount of \$250,000, (the "Bond") to secure Developers' performance, and which represents the estimated value of the Enhancements as outlined in Exhibit B.
  - f. The Bond shall remain in full force and effect while Developers complete the Enhancements. Developers shall terminate the Bond upon satisfactory completion of the Enhancements, and following written notice to the City advising of project completion and request for inspection. The City shall have 10 days following such notice, unless otherwise mutually extended, to inspect the Enhancements and to advise, in writing, of any project deficiency. In the event the Developers fail to receive a statement of project deficiency from the City within the 10 day period, on the 11th day following Developers' notice of completion, the Developers may cancel the Bond.
  - g. In the event the Developers receive a statement of project deficiency within the 10 days following Developers' notice of completion, the Developers, or their contractor, shall meet with City management to discuss Developers' plan to remedy such deficiency. In this event, the Developers shall be given a reasonable time following the meeting to remedy the deficiency to the City's satisfaction. During this curative period, the payment and performance Bond shall remain in full force and effect.
3. City Obligations. As consideration for the Enhancements committed for construction, and secured by Bond of the Developers, the City agrees to perform as follows:
- a. The City acknowledges that it is neither feasible nor practical for the Developers to commence construction upon property of which it is not the record titleholder. Therefore, the payment and performance Bond secured by Developers for the City's protection shall serve as good and sufficient inducement for the City to convey the Surplus Property by quit claim deed, so that Developers can commence work on all of the subject property per the approved Site Plan.
  - b. Upon issuance of the performance Bond, the City shall cause the Surplus Property to be conveyed, by quit claim deed, to Developers. To assist Developers in the Enhancements, the



except to timely and fairly apply due process to their applications for permit approvals as may be occasioned by this Agreement.

7. Indemnity. Developers shall indemnify, defend and hold harmless, to the maximum extent permitted by law, City and its officers, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries, costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part arise out of or are connected with, Developers' performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone Developers directly or indirectly employ). Developers' obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon Developers whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.
8. Insurance. Developers agrees to maintain, at Developers' sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain, at their sole expense, the following insurance coverage in at least the amounts specified:
  - Workers Compensation: Statutory Limits
  - Employer's Liability: \$1,000,000 per accident and employee
  - Commercial General Liability (including contractual liability): \$1,000,000 per occurrence
  - Product/Completed Ops: \$2,000,000 aggregate
  - Auto Liability: \$1,000,000 combined single limit
  - All other insurance required by state or federal law

All policies (except Workers' Compensation) will name the City of Fort Pierce and its members, officials, officers, agents and employees as Additional Insureds. A Waiver of Subrogation in favor of City and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to City prior to commencement of any services under this Agreement. If a policy contains deductible provisions, Developers will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against City, its agents, employees or representatives.

Verification of Insurance Coverage will be forwarded to:

City of Fort Pierce  
P.O. Box 1480  
Fort Pierce, FL 34954  
Attention: City Manager

9. Public Records. City strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, and at no additional charge to City, Developers will make any information created or exchanged with City pursuant to the Agreement (and not otherwise exempt from disclosure as provided by law) available in a format reasonably requested by City that is accessible to the public.

10. Miscellaneous provisions.

- a. If Developers are a corporation or a limited liability company, Developers warrant, represent, covenant, and agree that they are duly organized, validly existing and in good standing under the laws of the state of their incorporation or organization and are duly authorized and in good standing to conduct business in the State of Florida, that they have all necessary power and have received all necessary approvals to execute and deliver the Agreement, and the individuals executing the Agreement on behalf of Developers have been duly authorized to act for and bind Developers.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for resolution of any dispute arising hereunder shall be in St. Lucie County, Florida.
- c. This Agreement contains and sets forth all the promises, covenants, agreements, conditions and understandings among the Parties with respect to the subject matter of this Agreement. No subsequent alteration, amendment, change, or addition to this Agreement or its attachments will be binding on the Parties unless in writing and signed by the parties and made a part of this Agreement by direct reference.
- d. The terms of this Agreement shall be binding on the respective successors, representatives, agents, and assigns of the Parties.
- e. This Agreement shall be binding upon and shall inure to the benefit of the legal representatives, successors and assigns of the parties hereto, and shall run with title to the property and be binding upon the successor or assigns of the Developers.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all which together shall constitute one and the same instrument.
- g. Each Party has had the opportunity for its legal counsel to review this Agreement and has had equal responsibility for the drafting of this Agreement.
- h. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement.
- i. This Agreement is solely for the benefit of the Parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a party hereto. Nothing in this Agreement, expressed or implied, is intended, nor shall be construed, to confer or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective legal representatives, successors and assigns.
- j. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

11. Effective date. This Agreement shall be effective upon adoption and final signatures of the Parties.

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed by their respective authorized representatives on the dates set forth below.

ATTEST:

CITY: CITY OF FORT PIERCE, FLORIDA

\_\_\_\_\_  
Linda W. Cox, City Clerk

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

APPROVED AS TO FORM  
AND CORRECTNESS:

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

By: \_\_\_\_\_  
James M. Messer, Esq., City Attorney

DEVELOPERS:

TA1(IRD), LLC

WITNESS:

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

Sign: \_\_\_\_\_

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

Print: \_\_\_\_\_

TMH, LLC

Sign: \_\_\_\_\_

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

Print: \_\_\_\_\_

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as \_\_\_\_\_ of TA1(IRD), LLC, who is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

State of \_\_\_\_\_ at Large

My Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as \_\_\_\_\_ of TMH, LLC, who is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

State of \_\_\_\_\_ at Large

My Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT "A"  
SURPLUS PROPERTY

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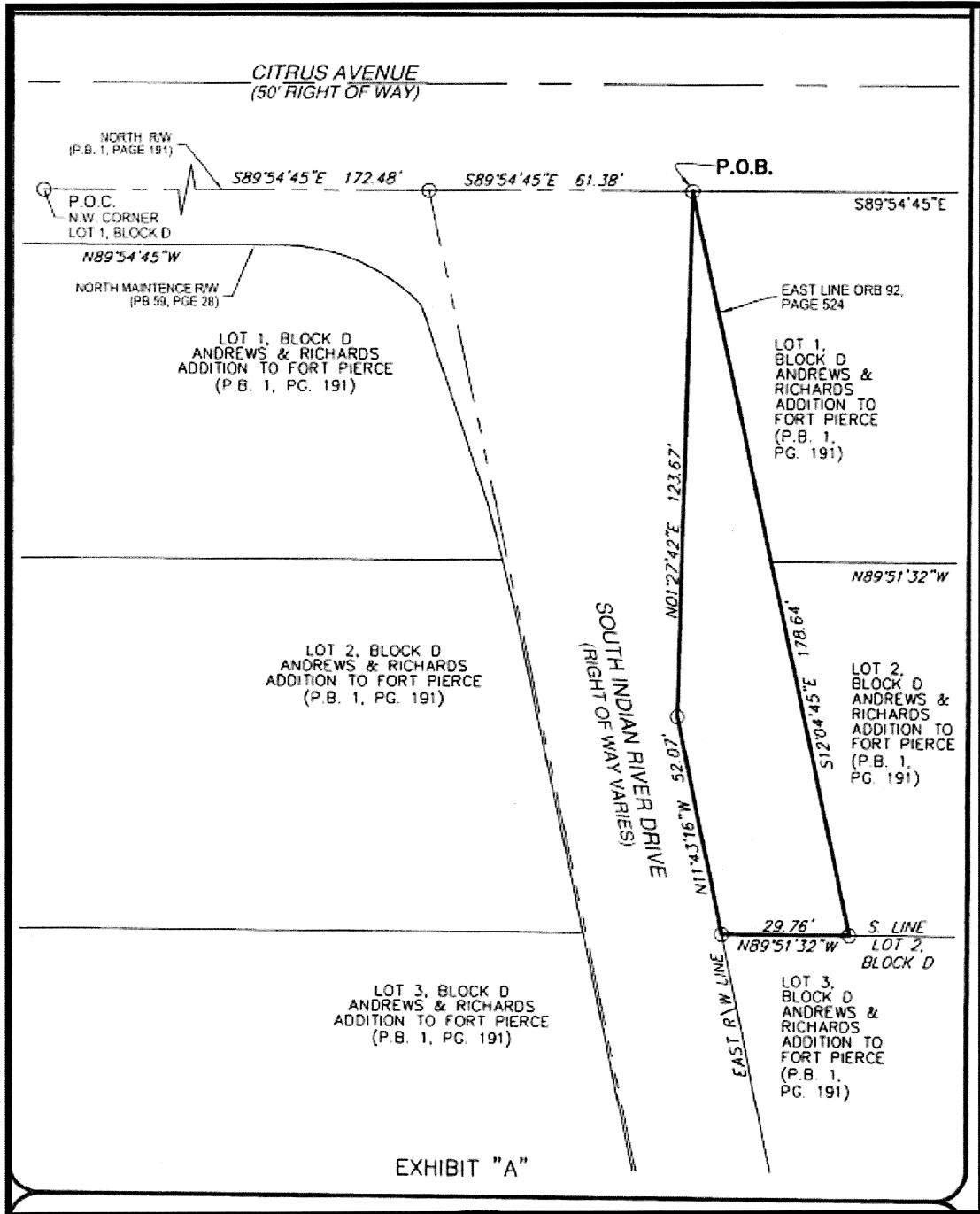
EXHIBIT "B"  
ENHANCEMENTS

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EXHIBIT "C"  
DEVELOPMENT PLAN

EXHIBIT "A"

SURPLUS PROPERTY



**EXHIBIT "A"**

**SURPLUS PROPERTY**

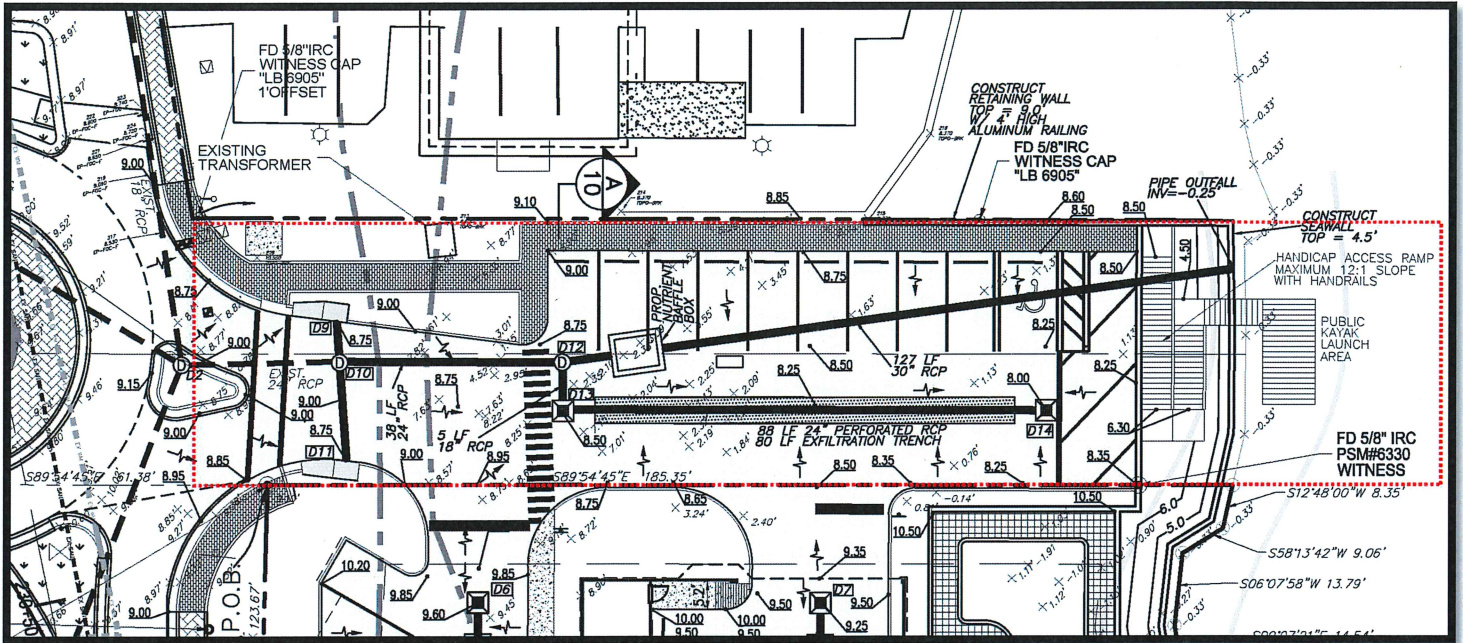
**Legal Description:**

**A PARCEL OF LAND BEING PART OF LOTS 1 AND 2, BLOCK D, ANDREWS AND RICHARDS RE-SUBDIVISION, AS PER THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 191, ST. LUCIE COUNTY, FLORIDA, PUBLIC RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK D, RUN SOUTH 89°54'45" EAST (BASIS OF BEARINGS) ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 172.48 FEET; THENCE CONTINUE SOUTH 89°54'45" EAST, A DISTANCE OF 61.38 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 12°04'45" EAST A DISTANCE OF 178.64 FEET TO THE SOUTH LINE OF SAID LOT 2, BLOCK D; THENCE RUN ALONG SAID SOUTH LINE NORTH 89°51'32" WEST, A DISTANCE OF 29.76 FEET TO THE MONUMENTED EAST RIGHT OF WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE WIDTH RIGHT OF WAY); THENCE RUN NORTH 11°43'16" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 52.07 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE RUN NORTH 01°27'42" EAST, A DISTANCE OF 123.67 FEET TO THE POINT OF BEGINNING.**

**SAID PARCEL CONTAINING APPROXIMATELY 3, 350 SQUARE FEET MORE OR LESS.**

**EXHIBIT "B"**  
**ENHANCEMENTS**



**Enhancement Plan**

**FOGLIA CONTRACTING CORPORATION d.b.a**  
**Foglia Custom Homes**  
 1555 Indian River Blvd. Unit B-141 Vero Beach FL 32960  
[JF33067@aol.com](mailto:JF33067@aol.com) (954)444-6125  
 STATE LICENSE # CGC 038434

**COST BREAKDOWN**

Ft. Pierce Citrus right of way  
 East corner of Citrus and Indian River Drive  
 City of Ft. Pierce

**PROPOSED SCOPE OF WORK**

Extend drainage pipe and add Filter box system	S22,400
Clear and grub existing area. Fill to proper grade	S28,322
Create new parking area with curb stops, park lines, Signage, tie into to existing round about	S47,721
Create new stairway area to existing shoreline	S19,221
Material and labor to create new kayak launch area	S55,733
Misc landscape and ground cover	S12,500
Engineering and design fees	S20,000
<b>SUBTOTAL</b>	<b>S205,897</b>
General overhead and administration fees	S41,179.40
<b>TOTAL PROPOSED SCOPE OF WORK</b>	<b>S247,076</b>

**Enhancement Plan Cost Breakdown**



**City Commission Regular Meeting**

**Agenda Item # 13. d.**

**Meeting Date:** 07/18/2016

**Re:** Applications to be considered for Civil Service Appeals Board Membership

**Submitted For:** Kevin Browning, Human Resources Manager, Human Resources

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**SUBJECT:**

Submittal of the applications for the Civil Service Appeals Board.

**SUMMARY:**

This meeting is to view the applications for the CSAB Membership.

**RECOMMENDATION:**

Download and view the applications to be considered.

**ALTERNATIVES:**

Staff will proceed as directed by the City Commission.

**RESPONSIBLE STAFF:**

Kevin E. Browning and Barbara G. Moore

**COORDINATED WITH:**

City Clerk Office

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2016  
**Account:** N/A  
**Amount:** 0

**OTHER INFORMATION:**

No financial impact.

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**Attachments**

CSAB Membership Applications

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	07/13/2016 10:17 AM
Form Started By: Kevin Browning		Started On: 07/07/2016 03:49 PM
Final Approval Date: 07/13/2016		



# CITY OF FORT PIERCE

100 North U.S. Highway #1  
P.O. Box 1480  
Fort Pierce, FL 34954

APPLICATION FOR: APPOINTMENT / **RE-APPOINTMENT** (Please Circle One)

## SERVICE APPEALS BOARD

Name: J W Gaines Telephone: 772-461-6120

Address: 600 Citrus Ave, Ste 200 Email: jgaines@btef-cpas.com

Ft Pierce, FL 34950 Zip Code: 34950

Occupation: CPA Citizen of the U.S.A.:  Yes  No

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: 600 Citrus Ave, Ste 200 - CPA FIRM

Do you now or in the future plan to do business with the City of Fort Pierce? Maybe If yes, in what capacity? External Auditor

Are you employed by a business that is located within the City of Fort Pierce? Yes  
If yes, state the business and location: See above

Do you have special training or knowledge in the area of?

Architecture: \_\_\_\_\_ Engineering: \_\_\_\_\_ Real Estate Brokering: \_\_\_\_\_  
Contracting: \_\_\_\_\_ Land Development: \_\_\_\_\_ Other area: Accounting/Finance

Describe your education, background, training and knowledge in the above areas: College Graduate - degree in accounting. Passed CPA exam. Have been an owner of a CPA firm within Ft. Pierce city limits since 1979.

Have you ever been convicted of a crime:  Yes  No  
If yes, what is the nature of the crime(s) you were convicted of? \_\_\_\_\_

Date: 3/18/16

Signature: [Handwritten Signature]

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

Please check: Member  Alternate



# CITY OF FORT PIERCE

100 North U.S. Highway #1  
P.O. Box 1480  
Fort Pierce, FL 34954

## APPLICATION FOR: APPOINTMENT / RE-APPOINTMENT (Please Circle One)

### SERVICE APPEALS BOARD

Name: Pearl M. Davis Telephone: 772-240-2328

Address: 2006 Avenue Q Email: DAVISPT7@AOL.COM  
Fort Pierce, Florida Zip Code: 34950

Occupation: Risk Manager Citizen of the U.S.A.:  Yes  No

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: N/A

Do you now or in the future plan to do business with the City of Fort Pierce? No If yes, in what capacity? N/A

Are you employed by a business that is located within the City of Fort Pierce? Yes  
If yes, state the business and location: Seacoast Bank

Do you have special training or knowledge in the area of?

Architecture: \_\_\_\_\_ Engineering: \_\_\_\_\_ Real Estate Brokering:   
Contracting:  Land Development: \_\_\_\_\_ Other area:

Describe your education, background, training and knowledge in the above areas: Bidder put government contracts while with the FDIC and present employer. RE License held in Atlanta, Georgia. Banking with FDIC, RTC, national & Community Banks

Have you ever been convicted of a crime:  Yes  No  
If yes, what is the nature of the crime(s) you were convicted of? N/A

Date: 3/22/16

Signature: Pearl M. Davis

Referred By: Commissioner Alexander

Please check: Member \_\_\_\_\_ Alternate



# CITY OF FORT PIERCE

100 North U.S. Highway #1  
P.O. Box 1480  
Fort Pierce, FL 34954

APPLICATION FOR: APPOINTMENT / RE-APPOINTMENT (Please Circle One)

## SERVICE APPEALS BOARD

Name: Bertha L. Sullivan Telephone: (772) 464-8351

Address: P.O. Box 481 Ft. Pierce, FL 34954 Email: sullivan1337@bellsouth.net

1750 Timberlake Dr. FTP, FL 34947 Zip Code: \_\_\_\_\_

Occupation: \_\_\_\_\_ Citizen of the U.S.A.:  Yes  No

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? No If yes, in what capacity? \_\_\_\_\_

Are you employed by a business that is located within the City of Fort Pierce? No  
If yes, state the business and location: \_\_\_\_\_

Do you have special training or knowledge in the area of?

Architecture: \_\_\_\_\_ Engineering: \_\_\_\_\_ Real Estate Brokering: \_\_\_\_\_  
Contracting: \_\_\_\_\_ Land Development: \_\_\_\_\_ Other area: Education / Administration

Describe your education, background, training and knowledge in the above areas: \_\_\_\_\_

Have you ever been convicted of a crime:  Yes  No  
If yes, what is the nature of the crime(s) you were convicted of? \_\_\_\_\_

Date: March 17, 2016

Signature: Bertha L. Sullivan

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

Please check: Member \_\_\_\_\_ Alternate



# CITY OF FORT PIERCE

100 North U.S. Highway #1  
P.O. Box 1480  
Fort Pierce, FL 34954

APPLICATION FOR: APPOINTMENT / RE-APPOINTMENT (Please Circle One)

## SERVICE APPEALS BOARD

Name: Charlene Newman Telephone: 772 461 6493

Address: 5710 Palmetto Dr Email: charlene@bellsouth.net

Fort Pierce FL Zip Code: 34982

Occupation: Bookkeeping Citizen of the U.S.A.:  Yes  No

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 If yes, in what capacity? Employed by LF Staffing and work at Sunrise Theatre

Are you employed by a business that is located within the City of Fort Pierce? \_\_\_\_\_  
If yes, state the business and location: \_\_\_\_\_

Do you have special training or knowledge in the area of?

Architecture: \_\_\_\_\_ Engineering: \_\_\_\_\_ Real Estate Brokering: \_\_\_\_\_  
Contracting: \_\_\_\_\_ Land Development: \_\_\_\_\_ Other area: Accounting

Describe your education, background, training and knowledge in the above areas: worked for City of Fort Pierce for 20 yr in Finance

Have you ever been convicted of a crime:  Yes  No  
If yes, what is the nature of the crime(s) you were convicted of? \_\_\_\_\_

Date: 3-17-16

Signature: Charlene Newman

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

Please check: Member \_\_\_\_\_ Alternate



# CITY OF FORT PIERCE

100 North U.S. Highway #1  
P.O. Box 1480  
Fort Pierce, FL 34954

## APPLICATION FOR: APPOINTMENT / RE-APPOINTMENT (Please Circle One)

### SERVICE APPEALS BOARD

Name: Wesley Taylor Telephone: 464-4391

Address: 396 Torpey Rd Email: WESKAC49@comcast.net

Ft Pierce FL Zip Code: 34946

Occupation: Retires Citizen of the U.S.A.:  Yes  No

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? No If yes, in what capacity? \_\_\_\_\_

Are you employed by a business that is located within the City of Fort Pierce? No  
If yes, state the business and location: \_\_\_\_\_

Do you have special training or knowledge in the area of?

Architecture: \_\_\_\_\_ Engineering: \_\_\_\_\_ Real Estate Brokering: \_\_\_\_\_  
Contracting: \_\_\_\_\_ Land Development: \_\_\_\_\_ Other area: X

Describe your education, background, training and knowledge in the above areas: \_\_\_\_\_  
Retires Police Officer - City of Ft Pierce FL  
owner of Village Macina - St Lucie County

Have you ever been convicted of a crime:  Yes  No  
If yes, what is the nature of the crime(s) you were convicted of? \_\_\_\_\_

Date: 3-17-16

Signature: Wesley Taylor

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

Please check: Member X Alternate \_\_\_\_\_

**City Commission Regular Meeting**

**Agenda Item # 13. e.**

**Meeting Date:** 07/18/2016

**Re:** BOA appointment

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

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**SUBJECT:**

Submittal of Application for appointment to the Board of Adjustment

**SUMMARY:**

Currently, there are two alternate vacancies for the Board of Adjustment, tasked with considering Variances of the Land Development Code. To date, one application has been received from Ryan Collins, so Staff is recommending consideration of this application. If approved, the City Clerk will bring forward a resolution for the August 1, 2016 meeting. Staff will continue to coordinate the search for additional candidates and utilize Facebook, the City's website and press releases.

**RECOMMENDATION:**

Recommend approval of application

**ALTERNATIVES:**

Continue to search for applicants

**RESPONSIBLE STAFF:**

Rebecca Grohall

**COORDINATED WITH:**

City Clerk's office

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**Fiscal Impact**

**OTHER INFORMATION:**

None

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**Attachments**

Ryan Collins

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**Form Review**

**Inbox**

City Manager

Form Started By: Rebecca Grohall

Final Approval Date: 07/08/2016

**Reviewed By**

Nick Mimms

**Date**

07/08/2016 03:44 PM

Started On: 07/01/2016 04:23 PM



# 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: Board of Adjustment

Name: Ryan Collins	Phone: 772-370-3332
Home Address: 115 Garden Ave 34982	How long at this address? 1 month
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Limited Surety Agent	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: n/a	Email Address: ryan@aharden.com
Date: 6/14/16	Applicant's Signature

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-ftpiercer.com

**City Commission Regular Meeting**

**Agenda Item # 13. f.**

**Meeting Date:** 07/18/2016

**Re:**

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**SUBJECT:**

Disciplinary Action for Police Chief Diane Hopley-Burney

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**Attachments**

Investigative Report

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**Form Review**

Form Started By: Linda Cox

Started On: 07/15/2016 02:55 PM

Final Approval Date: 07/15/2016



THE SUNRISE CITY

**FORT PIERCE**  
*Florida*

PERSONNEL DEPARTMENT

100 N US Highway 1

Fort Pierce, FL 34950

Tel: 772.467.3000

Fax: 772.489.0872

[www.cityoffortpierce.com](http://www.cityoffortpierce.com)

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**TO:** Nick Mimms, City Manager

**FROM:** Kevin E. Browning, HR Manager *KEB*

**SUBJECT:** Complaint Against Police Chief Diane Hobley-Burney

**DATE:** June 29, 2016

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Attached is the completed investigation into allegations of misconduct filed by citizen Rick Reed against the City of Fort Pierce Police Chief Diane Hobley-Burney. The investigation was conducted in accordance with City Rules and Regulations.

**Attachment:** City of Fort Pierce Human Resources Investigation (transcribed verbatim), and voice recorded interviews.



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### **Complaint Allegations Summary:**

On April 26, 2016, a complaint was emailed to City Manager Nick Mimms. The complaint was from citizen Rick Reed. In the complaint, Mr. Reed alleged:

First, on Monday night, April 18, 2016, after a regular City Commission meeting, he was standing outside with a group, and the Chief of Police Diane Hopley-Burney, while walking up, said to him “My son gonna get you.” He said he saw her hand coming down, and according to his group members, she had been pointing to him.

Secondly, Mr. Reed alleged that two weeks earlier, the Chief of Police and two of her command staff came to the Golden Bear Restaurant in an unannounced visit and asked to see him.

Lastly, Mr. Reed said that the Chief wrongfully “disseminated information concerning a viable Fort Pierce business.”

He alleged that “her actions are intended and are received clearly to intimidate and coerce me from speaking out concerning these issues.”

### **Investigation**

Upon being given the complaint, the HR Manager conducted an investigation and the following individuals were interviewed:

- |  |               |
|--|---------------|
| 1. Mr. Rick Reed                         | May 8, 2016   |
| 2. Reverend John Lee                     | May 17, 2016  |
| 3. Reverend Robert Lee Cash              | May 17, 2016  |
| 4. Mrs. Caroline Sessions                | May 19, 2016  |
| 5. Special Investigator Borthland Murray | May 23, 2016  |
| 6. Deputy Chief Kenny Norris             | May 24, 2016  |
| 7. Deputy Chief Frank Amandro            | May 24, 2016  |
| 8. Police Chief Diane Hopley-Burney      | June 21, 2016 |

**FIVE MAJOR QUESTIONS / ISSUES TO BE ANSWERED:**

- 1. Question: Did Chief Diane Hobbey-Burney have advanced notice that citizen Rick Reed might be mentioning her son's arrest?**

**Answer:** According to the witnesses and the Chief, she was advised/notified by a number of people of attempts to share information about her son's arrest before she made the visit to the Golden Bear on April 5 and before an alleged statement to Rick Reed regarding her son on April 18. Notifications came from Deputy Chief Norris, Officer Murray, and Deputy Chief Amandro.

**The Chief's verbatim testimony follows:**

"It was a number of people involved because he said it directly to my Deputy Chief Norris, Frank Amandro, Damien Spots and, not necessarily that night, and Don Christman." (from page 5 of Chief's testimony)

"Had to be before because as I, yeah it was before that because that was the whole thing I was trying, once I found out that he was showing my son's picture, I was trying to correct it immediately doing my best to correct it." (from page 7 of Chief's Testimony)

- 2. Question: Did the Chief Diane Hobbey-Burney take her uniformed staff to the Golden Bear Restaurant to see Rick Reed?**

**Answer:** The Chief did make a visit to the Golden Bear Restaurant on April 5, 2016. All three, Hobbey-Burney, Norris and Amandro, were in uniform and on City time.

**The Chief testified:**

"The purpose of that meeting was just what I said, you know. I am a woman about things and I confront things head on. I met with, I wanted to meet with him and say look keep my family out of this. If you want to deal with me, don't bring my family, and I am very protective of my family and I think that's just the right and respectful thing to do. I think it's, it is low and just disrespectful to bring a family into situations such as this. And as I said because I might not agree with Rick Reed on a number of things, but I was hoping that that conversation would eliminate any further displays of my son or bring in my family into anything. I was hoping that I could reason with him to do that and my deputy chiefs that were there they had no idea. That was one of the spur of the moment things". (page 7 of Chief's Testimony)

"That's the whole thing, it didn't involve them. It was personal. It was about me having a conversation with Rick Reed.(45:26) It wasn't about any other business of Fort Pierce. It was the business and Diane Hobbey- Burney and Rick Reed. That was personal. Just leave my family out of it. It was personal." (page 8 of Chief's Testimony)

"But I know there was some hesitation about them being there and I explain to them that it wasn't about Deputy Chief Norris. It wasn't about Frank Amandro. . It was about Diane Hobbey-Burney and Rick Reed". (page 9 of Chief's Testimony)

Note: Three officers (Amandro, Norris and Murray) testified that Deputy Chief Norris told them that they should not be there at the restaurant.

**3. Question: Did the Chief Diane Hobley-Burney make a statement and gesture to Rick Reed after the Commission meeting of April 18<sup>th</sup>?**

**Answer:** In her interview, Chief Hobley-Burney admitted to making a statement on April 18<sup>th</sup> after the Commission meeting. According to her testimony, she said “my son is looking forward to meeting you one day.”

**Reasoning:** The Chief provided a few reasons for her statement. Excerpts follows:

“I’m extremely protective of my family (34:48) and when I found out that he was showing my son’s picture around and things such as that, that was a pretty low blow to me. And when he did this in commission, it just further created just disrespect I felt. (page 7 Chief’s Testimony)

“It was a statement that, when you do the afterthought shouldn’t, it should not have been made. It was one of those that I wanted to just address the whole situation concerning my son, to just leave my son out of it. (page 11 Chief’s Testimony)

**Gesture:** Witnesses said Chief Hobley-Burney pointed at Mr. Reed when she made the statement, and video and still picture shots support the witnesses account regarding a pointing / motioning gesture to Mr. Reed.

**4. Question: What was the intent of the message and visit to Mr. Reed?**

**Answer:** In her interview, Chief Hobley-Burney stated that her intention was to give/send a message (see Chief’s quote below):

BROWNING: Was either the statement or the visitation to the Golden Bear with either one of those, did you intend to threaten, intimidate or send any message to Mr. Reed?

CHIEF: Not to threaten, intimidate, but there was a message, The message was to leave my family out of it. And that was a conversation that I wanted him to do and for him to respect. (page 10 Chief’s Testimony)

**5. Question: Did Chief Hobley-Burney intentionally wrongfully disseminate information about a business?**

**Answer:** After reading the full text message and the recipients, there is insufficient evidence to show that the Chief Hobley-Burney wrongfully sent information about a business. The evidence indicates that the intention was to notify the leaders that there was a community meeting scheduled to discuss concerns.

**TESTIMONY FROM OTHER WITNESSES:**

**Question: Did Chief Diane Hobley-Burney have advanced notice that citizen Rick Reed might be mentioning her son’s arrest?**

**Answer:** Special Investigator Borthland Murray said, “I got information that he was walking around with pictures of her son and pictures of me with my rifle and awards stuff that I had from the last department. I myself told her that you’ve got to be careful because he’s going to try to ambush you in reference to issues with your son.”

**Question: Did the Chief Diane Hobley-Burney take her uniformed staff to the Golden Bear Restaurant to see Rick Reed?**

**Answers:**

1. Chief Hobley-Burney, Deputy Chief Amandro, Deputy Chief Norris, Special Investigator Murray and Rick Reed all provided testimony that there was a visit to the Golden Bear Restaurant. Present in that visit was Chief Hobley-Burney, along with Deputy Chief Amandro and Deputy Chief Kenny Norris.
2. Deputy Chief Amandro, Deputy Chief Norris and Special Investigator Murray all provided testimony that Deputy Chief Norris questioned their reason for being there and or said they shouldn't be there.
3. There is consensus that Mr. Reed's presence was asked for at the restaurant.

**Question: Did Chief Diane Hobley-Burney make a statement and gesture to Rick Reed after the Commission meeting of April 18th?**

1. Mr. Reed, Mrs. Sessions, Reverend Lee all provided testimony that they heard the Chief of Police say to Mr. Reed, "my son's gon get you."
2. Reverend Lee said he heard: "he gon get you."
3. Deputy Chief Amandro said, "I don't recall exactly what she said but it was something to the effect that you would be, you would be interested or in speaking with my son."
4. Deputy Chief Norris said, "I'm pretty sure that's what she said, was my son would like to meet you."

**Gesture:** Mrs. Sessions, Reverend Lee, Reverend Cash said Chief Hobley-Burney pointed at Rick Reed during the alleged statement.

**Findings:** The investigation finds that Chief Hobley-Burney had been notified by a number of people that an individual was showing her son's picture and talking of his arrest, and instead of being ready to react professionally, Chief Hobley-Burney displayed a serious lack of judgement, took two uniformed high-ranking officer subordinates with her to the individual's place of business, during work hours to see him, and asked staff to call him, to (in her words) "send him a message." She said it was a "personal" issue.

The statement made on April 18, 2016 was perceived by some of the witnesses to be a threat by the Chief of Police, when professionalism and good judgement dictated that there should have been no statement at all.

This office finds that the conduct displayed by Fort Pierce Police Chief Diane Hobley-Burney was improper and a violation of the City of Fort Pierce Personnel Rules and Regulations, as well as the City of Fort Pierce Police Department's Policy and Procedure.



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**POLICIES VIOLATED:**

**City of Fort Pierce – Personnel Rules And Regulations**

**3.12 GENERAL PROHIBITIONS**

A. Employees are expected to conduct themselves in a manner which will in no way discredit the City, public officials, fellow employees, or themselves.

**10.05 CODE OF CONDUCT**

Group I Offenses:

- 5. Discourtesy to persons with whom the employee comes in contact while in the performance of his/her duties.
- 13. Conducting personal business during work period.

Group III Offenses:

- 3. Threatening, intimidating, coercing or interfering with fellow employees, supervisors, or the public at any time, including the use of abusive, foul or obscene language.
- 28. Unlawful or improper conduct either on or off the job, which would tend to affect the employee's relationship to his/her job, his/her fellow workers, his/her reputation or goodwill in the community.

**City of Fort Pierce Police Department – Policy And Procedure**

**CODE OF CONDUCT**

**5. Conduct Unbecoming**

- a. Employees will conduct themselves at all times, both on and off duty, in a manner which is in keeping with the highest standards of the law enforcement profession.
- b. Employees of the FPPD are prohibited from engaging in any conduct which brings the FPPD into disrepute, reflects unfavorably upon the employee as a member of the FPPD, damages or negatively affects the reputation of any member of the FPPD, or impairs the operation or efficiency of the FPPD or any of its personnel.

**23. Discourtesy**

- a. Employees will be courteous and tactful in the performance of their duties or while representing themselves as members of the FPPD.

**39. City Rules and Regulations Violation**

Employees shall adhere to the City of Fort Pierce Rules and Regulation and not violate and provision established in City Rules and Regulations 10.05 Code of Conduct.



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**RECOMMENDATION:**

The conduct of Police Chief Diane Hopley-Burney, with the admitted restaurant visit and the statement to the citizen after the Commission Meeting on April 18, 2016, is a violation of the City of Fort Pierce Rules and Regulations and the City of Fort Pierce Police Department Policy and Procedure noted earlier.

The City retains the sole right to discipline, suspend, and discharge employees for just cause.

**Chief's Contract:**

Hopley-Burney is an employee-at-will, and shall be under the supervision of the City Manager and she will perform such services as will be required of her by the City Manager and the laws of the City of Fort Pierce and State of Florida in the administration of the Police Department.

The suggested discipline for the actions and violations found in this investigation is suspension up to, and including termination.